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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
Vendors' agent	Rey Properties Pty Ltd E: suman@reyproperties.com.au M: 0451 167 367	
co-agent		
vendors	**Bhawani Bahadur POUDEL** **Surabhi THAPA**	
Vendors' solicitor	**ABK Lawyers** GPO BOX 4459 Syndey NSW 2001 Email: kushal.bhattarai@abklawyers.com.au	Phone: 02 9262 1434 Ref: 26:09:05
date for completion	**42 days** day after the contract date (clause 15)	
land (address, plan details and title reference)	12 Anstey Glade, Riverstone NSW 2765 Lot 28 in Strata Plan 104216 Folio Identifier: 28/SP104216	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other: Townhouse	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☐ air conditioning	☐ curtains	☒ insect screen Afreco Door	☒ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☐ light fittings	☐ solar power battery
	☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor : Bhawani Bahadur Poudel _____ Vendor: Surabhi Thapa	**Signed** by _____ Purchaser: _____ Purchaser:
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): _____

Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the *parties* promise this is correct as far as each *party* is aware)

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide details)

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate)*:* $

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

Comfort Living Strata Management
PO Box 137
Parramatta NSW 2124
T: (02) 9635 5101 E: admin@comfortlivingstrata.com.au

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

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

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction
30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
● Transfer
30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
● Place for completion
30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
● Payments on completion
30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding
31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

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

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

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Additional Conditions to Contract for Sale of Land

The terms of the printed Contract to which these additional provisions are annexed shall be read subject to the following:

a. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this Contract, and such remaining provisions shall remain in full force and effect.

b. In the interpretation of this document words importing the singular number or plural number shall include the plural number and singular number respectively, and words importing any gender shall include any other gender.

The immediately preceding condition is clause 32 of the standard contract for the sale and purchase of land **2026 attached herewith.*

33. Introduction by Named Agent

33.1 The vendors disclose that the agent named on the front page of the contract is the only agent appointed by the vendors for the purpose of marketing and selling this property.

33.2 The purchasers confirm that the purchasers were not introduced to the property by any agent or person other than the vendors' agent named in this contract as the agent for sale and that such agent was the effective agent for the effecting of the sale represented by this contract.

33.3 The purchasers indemnify the vendors in respect of any action, claim (including all legal costs on a solicitor and clients basis incurred by the vendors in connection with any such claim), demand or suit made by any other person claiming to be an agent for sale by reason of any act or omission on the part of the purchasers.

34. No Warranty

34.1 Without in any manner excluding, modifying or restricting the rights of the purchasers under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation*, the vendors make no warranty as to the completeness or accuracy of any of the documents or copy documents

annexed to this contract and the purchasers shall not make any objection, requisition or claim in respect of any matter or thing referred thereto.

34.2 The vendors do not hold any certificates such as building certificate, survey reports, home building warranty insurance etc and the purchasers agree not to make any claim or requisition or rescind or terminate the contract for this reason.

35. Purchasers' Acknowledgement

35.1 The purchasers acknowledge that the purchasers are purchasing the property in its present condition and will make no objection, requisition or claim for compensation concerning the state or condition of the property or any latent or patent defect in the quality of the property.

35.2 The vendors will not be responsible for any loss, mechanical breakdown or reasonable wear and tear that exists in the property before exchange. The purchasers shall be responsible for all loss, mechanical breakdown or reasonable wear and tear that occurs after exchange.

35.3 The purchasers acknowledge that they are satisfied with the results of those enquiries including without limitation the state and condition of the property and the requirements of the local council, restrictions and limitations on the use of the property, and any relevant environmental planning instrument in relation to the construction of a dwelling on the property.

35.4 The purchasers also acknowledge that this contract constitutes the whole contract between the parties and they do not rely on other letter, document, correspondence or arrangement whether oral or in writing as, adding to or amending the terms, conditions, warranties and arrangements set out in this contract.

35.5 The purchasers have relied entirely on the purchasers' own enquiries relating to, nature of services available, council's rates, strata levies and rates including special levies.

35.6 The purchasers further acknowledge that the vendors, nor any person on their behalf, have made any representation, promise or warranty as to:

35.6.1 any past or future income derived from the property; or

35.6.2 the suitability of the property for any particular purpose.

35.7 The vendors may rely on this condition (additional condition 36) as an absolute bar to any proceedings brought by the purchasers for any latent or patent defect, whether or not such defect is known, unknown, concealed or otherwise by or to the vendors.

36. Amendments to Printed Clauses

36.1 Clause 2.9 is deleted.

36.2 Clause 7.1 - "that are not" is deleted and substituted with "including".

36.3 Clause 7.1.1 – replace 5% with $1,000.00.

36.4 Clause 7.1.2 shall be deleted.

36.5 In clauses 10.1.8 and 10.1.9 - "substance" is replaced with "existence".

36.6 Clause 13.2 shall be deleted and replaced with "The price shown on the front page of the contract is excluding GST. The GST amount shall be added on the price if the ATO determines that this transaction is not a GST free transaction and the vendors are required to pay GST."

36.7 Clause 13.8 is deleted.

36.8 Clause 23.5.2 is amended by the deletion words 'but is disclosed in this contract'.

36.09 Clause 23.6.1 and Clause 23.6.2 are deleted in their entirety.

37. Deposit payable by installments

37.1 The deposit payable under this contract is 10% of the purchase price. The purchasers shall pay the deposit amount to the deposit holder in two installments as follows and a copy of payment receipt must be provided to the deposit holder immediately:

(a) 0.25% of the agreed purchase price on or before exchange of contracts; and

(b) 9.75% of the agreed purchase price on or before cooling off period expires.

37.2 If the vendors so permit, the purchasers may pay an amount that is less than 10% of the purchase price on account of the payment of the deposit to the

effect of making this contract. In such event, the purchasers agree to pay the balance of the 10% deposit on the earlier of:

(a) as agreed by the parties; or

(b) on the date of completion; or

(c) on the purchasers' default of the purchasers' obligation under this contract.

38. Early release of deposit

The purchasers hereby agree to release the whole or any part of the deposit monies to the vendors (if so, required by the vendors) to be used by the vendors for any of the following purpose:

38.1 to pay as deposit on an alternative property that the vendors may be purchasing; or

38.2 to pay any stamp duty or the balance of the purchase monies that may be payable on an alternative property or that the vendors may be purchasing.

The provisions of this additional condition are sufficient authority on the purchasers or the person who is holding the deposit or the estate agent to release such monies.

39. Approvals

The vendors disclose to the purchasers that they have not undertaken any additions/building work to the property and cannot answer for any predecessors in title and are not aware of any approvals, whether required or not from the local council, for any improvements erected/located on the property. The purchasers acknowledge and agree that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

40. Funds required to buy property

40.1 The purchaser confirms and warrants that they have sufficient fund required or have already obtained finance on reasonable terms which enables the purchaser to complete the contract herein, or that the purchaser does not require finance to pay for the property.

40.2 If the purchaser, being a corporation, :

(a) goes into liquidation; or

(b) has a receiver or receiver and manager appointed to it or any of its assets; or

(c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or

(d) stops payment or is unable to pay its debts within the meaning of the *Corporations Act 2001*; or

(e) of any order is made or a resolution is effectively passed for the winding up of the purchaser,

then it will in breach of an essential obligation of this contract, and the vendor may terminate this contract by service of notice.

41. Default

Without prejudice to the rights, powers and remedies otherwise available to the vendors and notwithstanding any other provision of this contract, if for any reason not attributable to the vendors, the purchasers do not pay the balance of the purchase price to the vendors by the completion date specified in or calculated in accordance with this contract, the purchasers must on completion of this contract pay to the vendor as a genuine pre-estimate of the vendors' loss monies shown hereunder:

41.1 an amount calculated at the rate of 10% per annum on the balance of the purchase price from that date until the date of actual completion; and

41.2 the sum of $330.00 if the vendors give to the purchasers a Notice to Complete, such sum being a pre-estimate of the vendors' legal costs of the provision of such Notice to Complete.

The vendors will not be obliged to complete this contract unless payment of such default interest and legal costs are made on completion. This is an essential term of this contract.

42. Settlement Cancelation

Should the purchasers be unable to complete the contract on the settlement date, provided that such delay is not attributable to the vendors, the purchasers shall pay the vendors' legal fees of one hundred and ten dollars ($110.00) inclusive of GST for each failed settlement date on completion, being additional costs incurred to cancel and reschedule settlement and these sums are agreed as genuine pre- estimates of

the additional expenses that will be incurred by the vendors as a result of the purchaser's default.

43. Submission of Settlement Figures

43.1 It is an essential term of this contract that the purchasers must submit settlement figures to the vendors' conveyancers at least 3 business days before the completion date.

43.2 The purchasers acknowledge that failure to comply with this clause may cause delay in completion of this contract. If completion is delayed because of the purchasers' breach under this clause, the provisions of additional clauses 42 & 43 shall apply.

44. Notice to Complete

Notwithstanding any other provision in this contract, the purchasers and the vendors acknowledge that a period of 14 days following the date of the service of a notice to complete will be deemed to be a reasonable time for completion pursuant to any such notice. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and issue another at any time.

45. Error in Adjustment of Outgoings

45.1 Each party agrees that if on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he or she must forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause does not merge on completion.

45.2 The vendors authorise the purchasers to apply for and be responsible for the applicable costs for such certificates and/or reports, including the certificate from the owner's corporation under *s184* of the *Strata Act*.

46. Death or Mental Incapacity, Bankruptcy or Insolvency

Notwithstanding any rule of law or equity to the contrary, should any of the purchasers or vendors prior to completion:

46.1 die or become mentally ill then either party may by notice served on the other party rescind this agreement such rescission shall be a rescission pursuant to standard condition 19 of this contract; or

46.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or, being a company resolve to go into liquidation or have a petition for its winding up presented or, enter into a scheme of arrangement with its' creditors or, should a liquidator, receiver or official manager be appointed in respect thereof, then such party shall be deemed to be in default thereunder and the other party shall be at liberty to exercise all or any of his rights conferred hereunder upon the other party's default.

47. Requisitions

The purchasers acknowledge that they may only seek reply on requisitions under standard clause 5.1 of this contract in the form attached to this contract.

48. Particulars of Title

The purchasers acknowledge that the particulars of the title disclosed in this contract are sufficient to enable the purchasers to prepare the transfer and the purchasers shall not request the vendors to provide any further particulars of title pursuant to standard clause 4 of this contract.

49. Severability

If for any reason any conditions or terms of this contract is invalid or unenforceable including due to the operation of section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation*, this contract will be read and construed as if that provision is severed from this contract and the invalidity of that provision that shall not prejudice or in any way affect the validity or enforceability of any of the remaining clauses.

50. Change of Solicitor

In the event that the purchasers change their solicitor without notifying the vendors in writing of such change then the solicitor lastly acting for the purchasers shall be deemed to remain and be the solicitor for the purchasers for the purpose of this agreement until notice in writing signed by the purchasers of such change is received by the vendors.

51. Alterations to Contract

The purchasers acknowledge and agree that:

51.1 this contract may be subject to amendments made by the vendors at any time prior to exchange of contracts; and

51.2 in entering into this contract, the purchasers have not relied on any term or condition which may have been included in the draft of this contract made available for perusal prior to exchange of contracts.

52. Foreign Investment Review Board

Each purchaser warrants to the vendors that:

52.1 none of the purchaser is a foreign interest/resident; and

52.2 the Treasurer cannot prohibit and has not prohibited the transfer of the property to the purchasers under the *Foreign Acquisitions and Takeovers Act 1975*.

53. Swimming Pool

The property does not have a swimming pool.

54. Special Levies

54.1 Notwithstanding any other provisions of this contract, the vendors and purchasers covenant and agree that if a contribution is not a regular periodic contribution and is not disclosed in this contract, the vendors are liable for it if it is payable before completion date and purchasers are liable for it if it is payable on or after the completion date. If it is payable by installments, then the vendors are liable for all/any installments payable before the completion date.

54.2 The purchasers warrant that they have inspected the books and records of the Owners Corporation prior to the date of this contract and are aware of any matter in relation to building that would justify the making of any upgrading or demolition order.

55. Trustee limitation of liability

55.1 The Trustee enters into this document in its capacity as trustee of the Trust and in no other capacity.

55.2 The parties acknowledge that the Trustee incurs the Trustee Liabilities solely in its capacity as trustee of the Trust and agree that (to the maximum extent permitted by law) the Trustee will cease to have any Trustee Liability if the Trustee ceases for any reason to be trustee of the Trust.

55.3 A Trustee Liability may be enforced against the Trustee only to the extent to which:

(a) the Trustee is actually indemnified in respect of that Trustee Liability out of the property of the Trust; and

(b) there is sufficient property held by the Trustee as trustee at the time, which is available to meet that indemnity (after all Trust assets have been allocated to meet the indemnity and any other valid claims).

55.4 Subject to Additional clause 55.5, no person will be entitled to:

(a) claim from or commence proceedings against the Trustee in respect of any Trustee Liability in any capacity other than as trustee of the Trust,

(b) enforce or seek to enforce any judgment in respect of any Trustee Liability against any property of the Trustee other than property held by the Trustee as trustee of the Trust;

(c) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to the Trustee on the basis of a Trustee Liability, or prove in any liquidation, administration or arrangement of or affecting the Trustee; or

(d) in respect of a Trustee Liability, appoint or take any steps to procure or support the appointment of a receiver or receiver and manager to any property of the Trustee, other than property which is held by it in its capacity as trustee of the Trust.

55.5 The restrictions in Additional Condition 55.3 and Additional Condition 55.4 do not apply to any Trustee Liability to the extent to which there is, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or in respect of which the Trustee is not entitled to be indemnified, out of the property of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

55.6 Each other party to this document agrees that no act or omission of the Trustee (including any related failure to satisfy any Trustee Liabilities) will constitute fraud, negligence or breach of trust of the Trustee for the purposes of clause 57(e) to the extent to which the act or omission was caused or contributed to by any failure of that party to fulfil its obligations relating to the Trust or by any other act or omission of that party.

55.7 No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability, and no act or omission of such a person will be

considered fraud, negligence or breach of trust of the Trustee for the purposes of clause 56(e).

55.8 This limitation of the Trustee's Liability applies despite any other provisions of this document and extends to all Trustee Liabilities of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this document or its performance.

55.9 The Trustee is not obliged to do or refrain from doing anything under this document (including incur any liability) unless the Trustee's liability is limited in the same manner as set out in Additional Condition 55.1 to Additional Condition 55.8.

55.10 Additional Condition 55.1 to Additional Condition 55.9 inclusive, contained heretofore, will survive the termination or expiry of this agreement.

56. Confidentiality

56.1 The parties must ensure that this Contract, and all the information exchanged between the parties in connection with this Contract whether before or after the Day of Sale is kept confidential other than to the extent which:

(a) disclosure to the party's solicitors, consultants or other persons is necessary to enable the parties to perform their obligations under this Contract; or

(b) disclosure to the minimum extent required by Law or regulation of the ASX Limited or generally accepted accounting principles and practices is necessary.

56.2 A public announcement, press statement or release concerning the sale of the Property may not be made without the prior written consent of all parties to this Contract.

57. AML/TF Legislation Compliance

57.1 In the event that the Purchaser pays the deposit or any other monies into the Vendors' representative's trust account, the Purchaser acknowledges and agrees that it:

(a) will do all things required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and all other relevant regulations and rules (AML Legislation); and

(b) agrees to provide such information as is necessary to the Vendor's representative to comply with any obligations pursuant to the AML Legislation; and

(c) warrants that as a result of, or in order to complete purchase, this contract does not and will not contravene the AML Legislation.

57.2 The Purchaser indemnifies the Vendors and the Vendors' legal representative in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendors and the Vendors' legal representative as a consequence of any breach of this condition or any breach by the Purchaser of any provision contained in the AML Legislation (including any loss by way of forfeiture of deposit, damages or otherwise suffered by the Vendors and the Vendors' legal representative).

58. Vendors Disclosure

58.1 The Vendors disclose the pergola, decking, artificial grass and veggie garden may have been erected without council approval and as a result, may not comply with the requirements of the local council or any other competent authority. The Purchaser warrants to the Vendors that they are purchasing the property in its present state and shall not raise any objection, make any requisitions, or claim compensation in respect of unavailability of the council's approval.

58.2 If the Vendor has provided a Building and/or Compliance certificate, then, the Purchaser acknowledges and agrees, having sighted a copy of Compliance Certificate issued under Part 4A, *Environmental Planning and Assessment Act 1979* and formerly under Sections 317 A or 317 AE of *the Local Government Act 1919* or Building Certificate (issued under (Sections 149A-l49E, *Environmental Planning and Assessment Act 1979* and formerly under Section 172 of the *Local Government Act 1993* annexed to the Contract, if any, that:

(a) the Vendor does not warrant the accuracy of the said certificate(s);

(b) the Purchaser shall make no requisition or claim for compensation with respect to any matters raised in the said certificate(s);

(c) the Purchaser shall make and rely on the Purchaser's own enquiries in relation to matters of Council compliance; and

(d) the original certificate(s) may not be available on settlement.

59. Existing Tenancy

59.1 The vendors disclose, and the purchaser acknowledges that the contract is subject to the existing tenancy.

59.2 The vendors do not guarantee the continuance of the tenancy following completion and the purchaser must make and rely on their own enquiries.

59.3 The purchaser acknowledges that they are aware that upon vacation of the property by the tenant, the tenant shall be entitled to remove their fixtures, fittings and possessions. The purchaser warrants that they have relied on their own enquires in this regard.

59.4 The purchaser agrees that they will not make any objections, requisition or claim for compensation nor shall attempt to delay completion for this reason.

59.5 This clause shall not merge upon completion

60. Christmas Period

60.1 Notwithstanding any other provision of this contract, if the completion date falls between 21 December 2026 and 8 January 2027 then the completion date will become 11 January 2027.

60.2 If either party becomes entitled to issue a 'Notice of Complete' in accordance with this contract ("the Notice"), the Notice cannot require completion of this contract to occur on any date between 21 December 2026 to 8 January 2027.

60.3 In the event that purchaser requests the settlement to take place during the above period then the purchaser shall pay vendors the extra cost of $750.00.

ADDITIONAL CONDITIONS
OF
SALE BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the *Property, Stock and Business Agents Regulation 2003* and section 668 of the *Property, Stock and Business Agents Regulation 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

   (a) The principal's reserve price must be given in writing to the auctioneer before 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 if 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; and

   (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 sub-clause 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 sub-clause 2A, 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 vendor or announces 'vendor bid'.

2A. The following conditions, in addition to those prescribed by sub-clauses 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 vendor as executor or administrator

(a) More than one vendor bid may be made to purchaser interest of co-owner;

(b) A bid by or on behalf of an executor or administrator may be 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 vendor; and

(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 administration.

3. The following condition, in addition to those prescribed by sub-clause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:

(a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or

(b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP104216

SEARCH DATE	TIME	EDITION NO	DATE
10/11/2026	12:30 PM	2	30/6/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 104216 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RIVERSTONE
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP104216

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 104216
ADDRESS FOR SERVICE OF DOCUMENTS:
124 CRANBOURNE STREET, RIVERSTONE 2765

SECOND SCHEDULE (25 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1258818 RIGHT OF CARRIAGEWAY 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1258818 EASEMENT FOR SERVICES 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP1258818 EASEMENT TO DRAIN WATER 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1258818 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
6 DP1258818 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
7 DP1258818 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1258818 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
9 DP1258818 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1258818 EASEMENT FOR GAS MAIN 11 METRE(S) WIDE AND VARIABLE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (25 NOTIFICATIONS) (CONTINUED)

		AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11	DP1258818	EASEMENT FOR ACCESS AND DRAINAGE 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	DP1258818	EASEMENT FOR WATER SUPPLY PURPOSES 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13	DP1258818	POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	DP1258818	EASEMENT FOR PADMOUNT SUBSTATION 2.8 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
15	DP1258818	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16	DP1258818	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	DP1258818	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
18	DP1258818	EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
19	DP1258818	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
20	DP1258818	POSITIVE COVENANT REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
21	DP1258818	RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
22	DP1279806	RIGHT OF CARRIAGEWAY 11 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1279806
23	SP104216	POSITIVE COVENANT
24	AS258980	INITIAL PERIOD EXPIRED
25	AS258980	CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 104216

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	291	2	272	3	275	4	298
5	298	6	291	7	269	8	269
9	266	10	266	11	269	12	269
13	263	14	263	15	266	16	263
17	263	18	266	19	272	20	263

END OF PAGE 2 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 104216

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	263	22	260	23	266	24	279
25	279	26	269	27	269	28	275
29	275	30	272	31	269	32	269
33	269	34	260	35	260	36	251
37	263						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 10/11/2026 12:30:30

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 28/SP104216

SEARCH DATE	TIME	EDITION NO	DATE
10/11/2026	12:30 PM	2	9/5/2022

LAND

LOT 28 IN STRATA PLAN 104216
AT RIVERSTONE
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

BHAWANI BAHADUR POUDEL
SURABHI THAPA
AS JOINT TENANTS (T AS113135)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP104216
2 SP104216 POSITIVE COVENANT
3 AS113136 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 10/11/2026 12:30:30

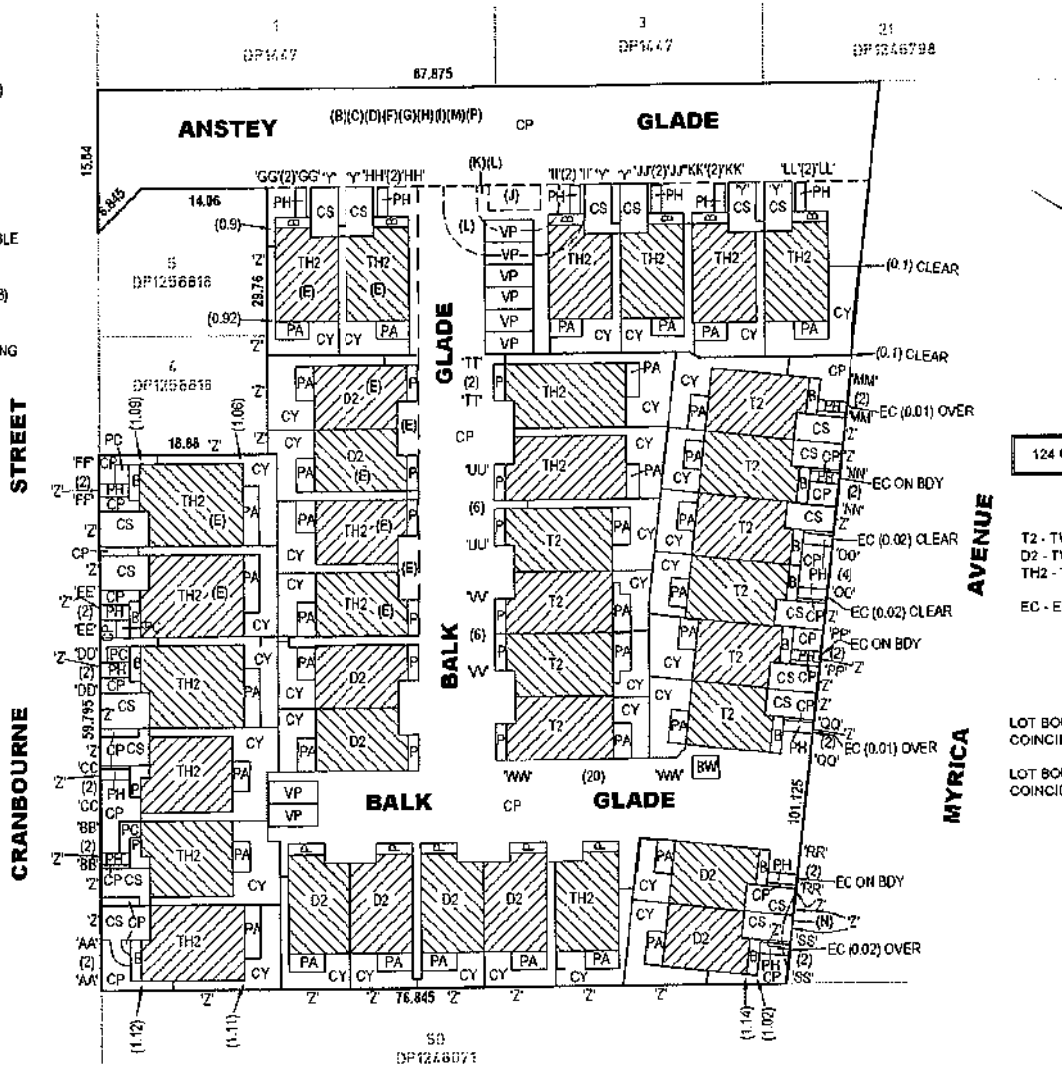
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PLAN FORM 1 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | SHEET 1 OF 5 SHEETS

(B) RIGHT OF CARRIAGEWAY 11 WIDE & VARIABLE (DP1258818)
(C) EASEMENT FOR SERVICES 11 WIDE & VARIABLE (DP1258818)
(D) EASEMENT TO DRAIN WATER 11 WIDE & VARIABLE (DP1258818)
(E) RESTRICTION ON THE USE OF LAND (No. 5) (DP1258818)
(E) POSITIVE COVENANT (No. 6) (DP1258818)
(E) RESTRICTION ON THE USE OF LAND (No. 7) (DP1258818)
(E) POSITIVE COVENANT (No. 8) (DP1258818)
(F) EASEMENT FOR GAS MAIN 11 WIDE & VARIABLE (DP1258818)
(G) EASEMENT FOR ACCESS & DRAINAGE 11 WIDE & VARIABLE (DP1258818)
(H) EASEMENT FOR WATER SUPPLY PURPOSES 11 WIDE & VARIABLE (DP1258818)
(I) POSITIVE COVENANT (DP1258818)
(J) EASEMENT FOR PADMOUNT SUBSTATION 2.8 WIDE (DP1258818)
(K) RESTRICTION ON THE USE OF LAND (DP1258818)
(L) RESTRICTION ON THE USE OF LAND (DP1258818)
(M) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 11 WIDE & VARIABLE (DP1258818)
(N) RIGHT OF ACCESS VARIABLE WIDTH (DP1258818)
(P) RIGHT OF CARRIAGEWAY 11 WIDE & VARIABLE (DP1279806)

'AA'-'AA' - BIN COLLECTION AREA
'BB'-'BB' - BIN COLLECTION AREA
'CC'-'CC' - BIN COLLECTION AREA
'DD'-'DD' - BIN COLLECTION AREA
'EE'-'EE' - BIN COLLECTION AREA
'FF'-'FF' - BIN COLLECTION AREA
'GG'-'GG' - BIN COLLECTION AREA
'HH'-'HH' - BIN COLLECTION AREA
'II'-'II' - BIN COLLECTION AREA
'JJ'-'JJ' - BIN COLLECTION AREA
'KK'-'KK' - BIN COLLECTION AREA
'LL'-'LL' - BIN COLLECTION AREA
'MM'-'MM' - BIN COLLECTION AREA
'NN'-'NN' - BIN COLLECTION AREA
'OO'-'OO' - BIN COLLECTION AREA
'PP'-'PP' - BIN COLLECTION AREA
'QQ'-'QQ' - BIN COLLECTION AREA
'RR'-'RR' - BIN COLLECTION AREA
'SS'-'SS' - BIN COLLECTION AREA
'TT'-'TT' - BIN COLLECTION AREA
'UU'-'UU' - BIN COLLECTION AREA
'VV'-'VV' - BIN COLLECTION AREA
'WW'-'WW' - BIN COLLECTION AREA

BW - BULK WASTE COLLECTION AREA



T2 - TWO STOREY BRICK TERRACE
D2 - TWO STOREY BRICK DUPLEX
TH2 - TWO STOREY BRICK TOWNHOUSE

EC - EDGE OF CONCRETE PATH

LOT BOUNDARIES DENOTED 'Z' ARE COINCIDENT WITH PARCEL BOUNDARIES

LOT BOUNDARIES DENOTED 'Y' ARE COINCIDENT WITH EASEMENT EXTENT

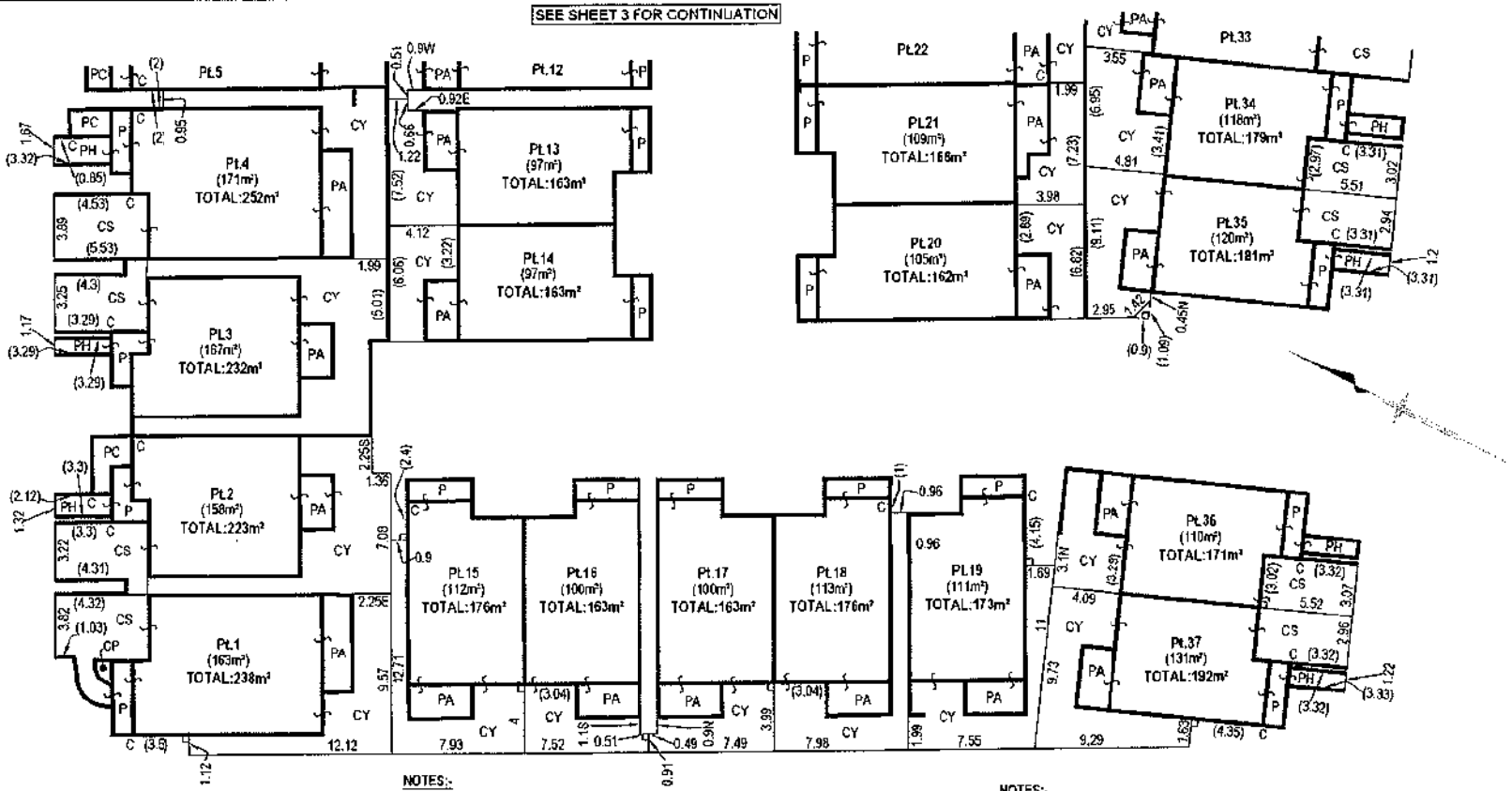
CP	COMMON PROPERTY
B	BALCONY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
PH	PATH
VP	VISITOR PARKING (CP)

LOCATION PLAN

Surveyor: VICTORIA TESTER Date: 30-11-2021 Surveyor's Ref: 6600-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1258818	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio 1:500 Lengths are in metres.	REGISTERED 23.12.2021	SP104216

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

SEE SHEET 3 FOR CONTINUATION



GROUND FLOOR (SHEET 1 OF 2)

NOTES:-

THE STRUCTURE OF ALL STEPS AND CONCRETE AREAS CONTAINED WITHIN THE COURTYARDS OF ALL LOTS 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

CP	COMMON PROPERTY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
PH	PATH
PC	PLANTER BOX (CP)

RIGHT ANGLE

N - PROLONGATION OF NORTHERN FACE OF STRUCTURE

S - PROLONGATION OF SOUTHERN FACE OF STRUCTURE

E - PROLONGATION OF EASTERN FACE OF STRUCTURE

W - PROLONGATION OF WESTERN FACE OF STRUCTURE

C - VISIBLE CORNER OF WALL

NOTES:-

THE UPPER LIMIT OF THE STRATUM OF EACH PATIO, PORCH OR PATH 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.

Surveyor: VICTORIA TESTER Date: 30-11-2021 Surveyor's Ref: 6600-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1258818	LGA: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 23.12.2021	SP104216

Req:R145914 /Doc:SP 0104216 P /Rev:24-Dec-2021 /NSW LRS /Prt:11-Jan-2022 11:33 /Seq:2 of 15
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Req:R145914 /Doc:SP 0104216 P /Rev:24-Dec-2021 /NSW LRS /Prt:11-Jan-2022 11:33 /Seq:3 of 15
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PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 3 OF 5 SHEETS

CP	COMMON PROPERTY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
PH	PATH
PC	PLANTER BOX (CP)

NOTES:

THE UPPER LIMIT OF THE STRATUM OF EACH PATIO, PORCH OR PATH 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 STEPS AND CONCRETE AREAS CONTAINED WITHIN THE COURTYARDS OF ALL LOTS 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
(SHEET 2 OF 2)

NOTES:

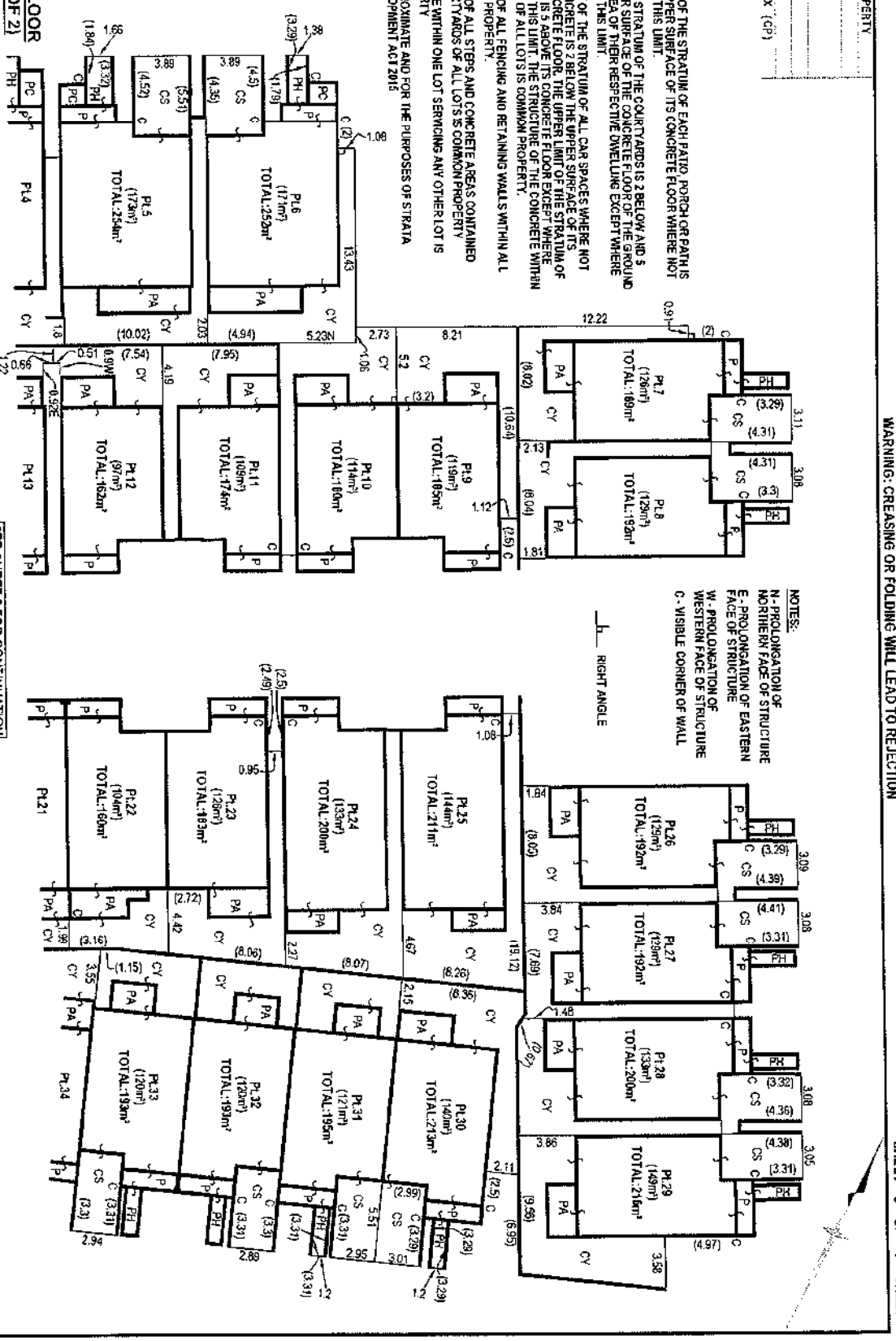
N - PROLONGATION OF NORTHERN FACE OF STRUCTURE

E - PROLONGATION OF EASTERN FACE OF STRUCTURE

W - PROLONGATION OF WESTERN FACE OF STRUCTURE

C - VISIBLE CORNER OF WALL

RIGHT ANGLE



Surveyor:

VICTORIA TESTER

Date: 30-11-2021

Surveyor's Ref: 6600-3

PLAN OF SUBDIVISION OF LOT 3 IN DP1258818

L.G.A: BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio: 1:250

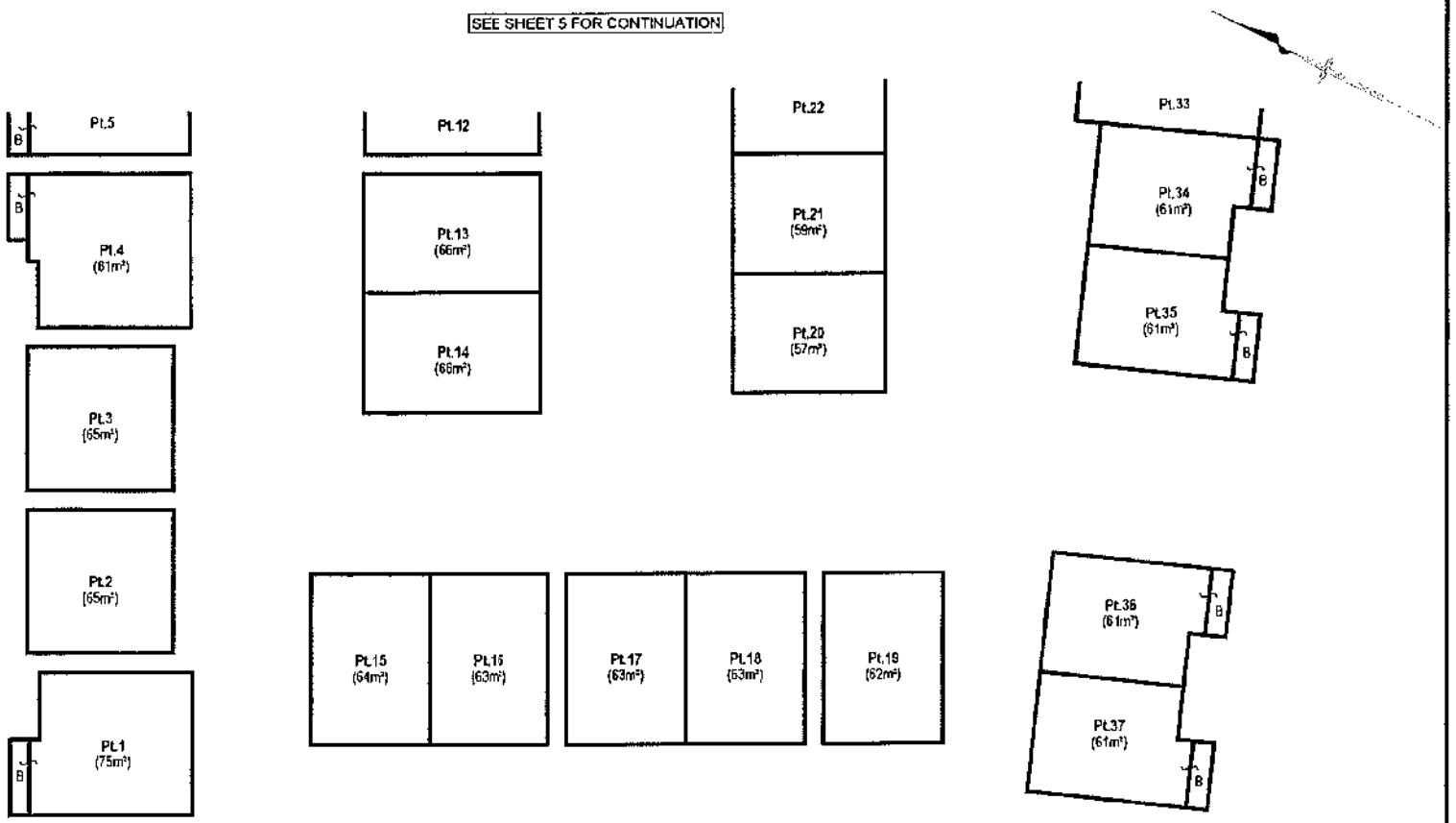
Lengths are in metres.

REGISTERED

23.12.2021

SP104216

SEE SHEET 5 FOR CONTINUATION



NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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

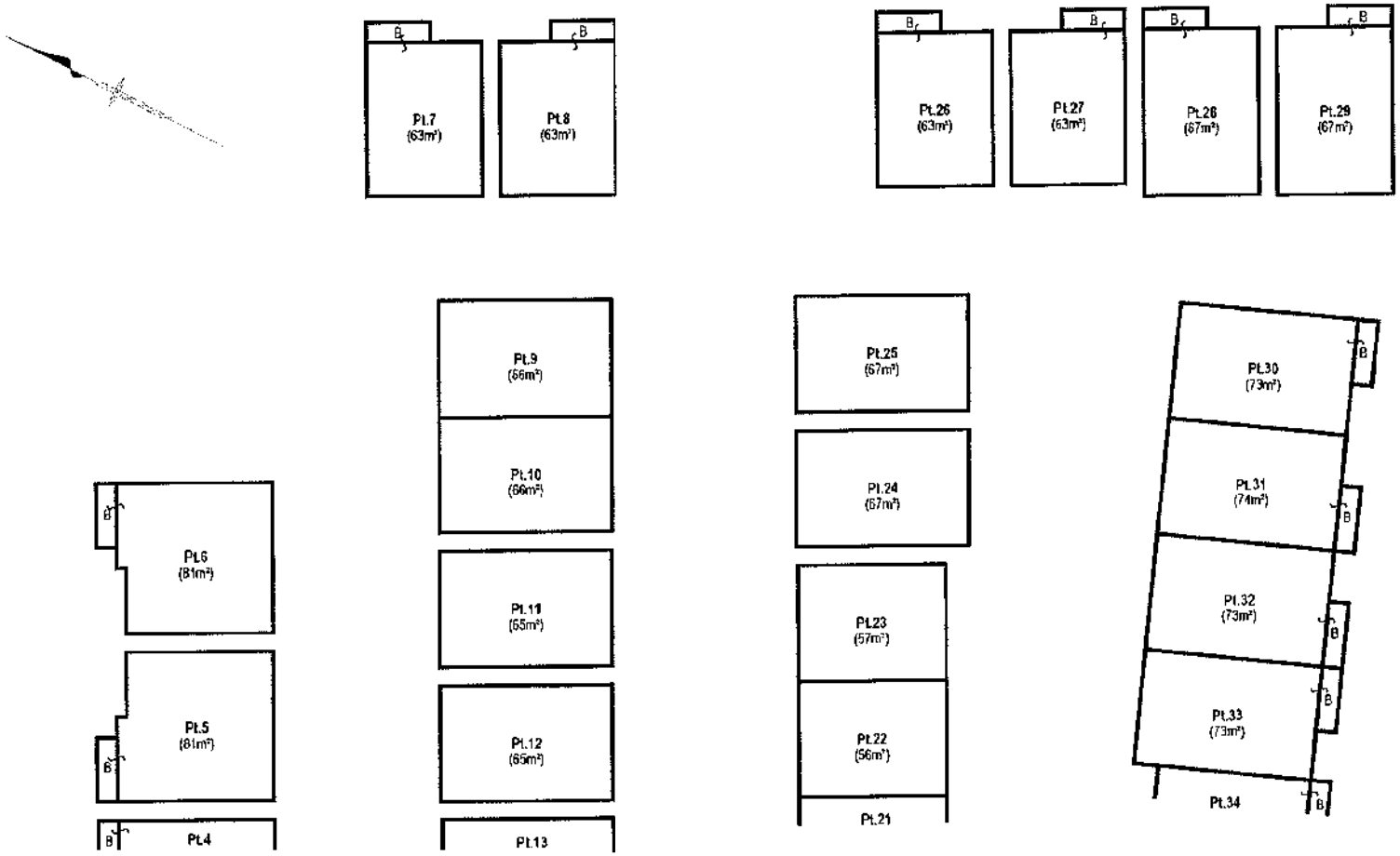
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FIRST FLOOR
(SHEET 1 OF 2)

B BALCONY

Surveyor: VICTORIA TESTER Date: 30-11-2021 Surveyor's Ref: 6600-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1258818	L.G.A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 23.12.2021	SP104216

Req:R145914 /Doc:SP 0104216 P /Rev:24-Dec-2021 /NSW LRS /Prt:11-Jan-2022 11:33 /Seq:4 of 15
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FIRST FLOOR
(SHEET 2 OF 2)

SEE SHEET 4 FOR CONTINUATION

NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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

B | BALCONY

Surveyor: VICTORIA TESTER Date: 30-11-2021 Surveyor's Ref: 6600-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1258816	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 23.12.2021	SP104216

Reg:R145914 /Doc:SP 0104216 P /Rev:24-Dec-2021 /NSW LRS /Prt:11-Jan-2022 11:33 /Seq:5 of 15
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Req:R145914 /Doc:SP 0104216 P /Rev:24-Dec-2021 /NSW LRS /Prt:11-Jan-2022 11:33 /S
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ePlan

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 10 sheets

Office Use Only	Office Use Only
Registered: 23.12.2021	SP104216
PLAN OF SUBDIVISION OF: **LOT 3 IN DP1258818**	LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND

This is a freehold Strata Scheme

Address for Service of Documents	The by-laws adopted for the scheme are:
124 Cranbourne Street RIVERSTONE NSW 2765 Provide an Australian postal address including a postcode	~~* 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 TESTER
of SDG Land Development Solutions
Suite 1, 3 Railway Street Baulkham Hills NSW 2153,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* 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: 30-11-2021
Surveyor ID: 8514
Surveyor's Reference: 6600-3

^ 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 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

~~*(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: 16728
Relevant Planning Approval No.: CDC 16727
Issued by: ANDREW SYMONDS
Signature: .....
Date: 15 DECEMBER 2021

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 23.12.2021	SP104216

VALUER'S CERTIFICATE

I, Paul Michael Woodbury ..... of woodburyAU .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute.....
Class of membership: Fellow (FAPI).....
Membership number: 68091.....

certify that the unit entitlements shown in the schedule herewith were apportioned on 26 November 2021 .....(being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: P M Woodbury ..... Date 26 November 2021

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	291	20	263
2	272	21	263
3	275	22	260
4	298	23	266
5	298	24	279
6	291	25	279
7	269	26	269
8	269	27	269
9	266	28	275
10	266	29	275
11	269	30	272
12	269	31	269
13	263	32	269
14	263	33	269
15	266	34	260
16	263	35	260
17	263	36	251
18	266	37	263
19	272	Aggregate	10000

Surveyor's Reference: 6600-3

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 8 sheets

Office Use Only	Office Use Only
Registered: 23.12.2021	SP104216

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 *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

LOT No.	Address Number	Road Name	Road Type	Locality Name
CP	124	Cranbourne	Street	Riverstone
1	124A	Cranbourne	Street	Riverstone
2	124B	Cranbourne	Street	Riverstone
3	126A	Cranbourne	Street	Riverstone
4	126B	Cranbourne	Street	Riverstone
5	128A	Cranbourne	Street	Riverstone
6	128B	Cranbourne	Street	Riverstone
7	4	Anstey	Glade	Riverstone
8	6	Anstey	Glade	Riverstone
9	4	Balk	Glade	Riverstone
10	6	Balk	Glade	Riverstone
11	8	Balk	Glade	Riverstone
12	10	Balk	Glade	Riverstone
13	12	Balk	Glade	Riverstone
14	14	Balk	Glade	Riverstone
15	16	Balk	Glade	Riverstone
16	18	Balk	Glade	Riverstone
17	20	Balk	Glade	Riverstone
18	22	Balk	Glade	Riverstone
19	24	Balk	Glade	Riverstone
20	15	Balk	Glade	Riverstone
21	13	Balk	Glade	Riverstone
22	11	Balk	Glade	Riverstone
23	9	Balk	Glade	Riverstone
24	7	Balk	Glade	Riverstone
25	5	Balk	Glade	Riverstone
26	8	Anstey	Glade	Riverstone
27	10	Anstey	Glade	Riverstone
28	12	Anstey	Glade	Riverstone
29	14	Anstey	Glade	Riverstone
30	74	Myrica	Avenue	Riverstone

Surveyor's Reference: 6600-3

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 10 sheets

Office Use Only	Office Use Only
Registered: 23.12.2021	SP104216

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- 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 *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

LOT No.	Address Number	Road Name	Road Type	Locality Name
31	72	Myrica	Avenue	Riverstone
32	70	Myrica	Avenue	Riverstone
33	68	Myrica	Avenue	Riverstone
34	66	Myrica	Avenue	Riverstone
35	64	Myrica	Avenue	Riverstone
36	62	Myrica	Avenue	Riverstone
37	60	Myrica	Avenue	Riverstone

Surveyor's Reference: 6600-3

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 10 sheets
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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 *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT

Surveyor's Reference: 6600-3

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SP FORM 3.05 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 8 sheets

Office Use Only	Office Use Only
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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 *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by)
Raj & Jai 1 Pty Limited)
ACN 622 511 282)
in accordance with s127 of)
the Corporations Act 2001)

Sanjeev Kumar

.....

Sanjeev Kumar
Sole Director/Secretary

Surveyor's Reference: 6600-3

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheets
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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 *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee

EXECUTED by Australian Company Number 002 451 827 Pty Limited ACN 002 451 827 in accordance with s127 of the Corporations Act 2001	(Signature)	(Signature)
	IAN D CAIRNS (Print Name) Director	(Print Name) Director/Secretary

Surveyor's Reference: 6600-3

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheets
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Registered: 23.12.2021		SP104216

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee

EXECUTED by Australian Company Number 002 451 827 Pty Limited ACN 002 451 827 in accordance with s127 of the Corporations Act 2001	..... (Signature)	..... (Signature)
	..... (Print Name) Director	DAVID CRAIK (Print Name) Director/Secretary

Surveyor's Reference: 6600-3

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 9 10 sheets
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee

EXECUTED by
Drean Pty Limited
ACN 111 714 268
in accordance with s127 of
the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) (Print Name)
Director Director/Secretary

EXECUTED by
Bellmar Holdings Pty Limited
ACN 006 272 448
in accordance with s127 of
the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) (Print Name)
Director Director/Secretary

Surveyor's Reference: 6600-3

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 9 of 9 sheets
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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 *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee

SIGNED in my presence by Tommy Wayne Powers who is personally known to me

Tom Powers
Tommy Wayne Powers

Romaino
Signature of Witness

ORNELLA TOMAINO
Name of Witness

71 Ingleside Rd Ingleside NSW 2101
Address of Witness

SIGNED in my presence by Rosemary Ann Powers who is personally known to me

R Powers
Rosemary Ann Powers

Romaino
Signature of Witness

ORNELLA TOMAINO
Name of Witness

71 INGLESIDE RD Ingleside NSW 2101
Address of Witness

Surveyor's Reference: 6600-3

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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 1 of 9 sheets)

Plan: SP104216

Plan of subdivision of Lot 3 in DP1258818
covered by Strata Certificate No. 16728 dated 15/12/2021

Full name and address of the owner of the land:

Raj & Jai 1 Pty Ltd
137 Gilba Road
GIRRAWEEN NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	1-37 inclusive & CP	Blacktown City Council

Electronic signature of me, Sami Ahangari, affixed by me on 30/09/2021 6:33:05 PM

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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Lengths are in metres

Plan: Plan of subdivision of Lot 3 in DP1258818 covered by Strata Certificate No. 16728 dated 15/12/2021

PART 2

SP104216

1. Terms of Positive Covenant numbered 1 in the plan

The Registered Proprietor from time to time of the Lot Burdened covenants personally and on behalf of all occupants of the Lot Burdened in favour of the Prescribed Authority to do the following:

a) Store all forms of garbage, organic waste and recycling within the appropriate garbage bin areas designated on the plan for the Lot Burdened;
b) Place all garbage, organic waste and recycling bins in the communal garbage, organic waste and recycling collection area, designated on the plan for the Lot Burdened, no earlier than 2pm the day before the scheduled collection time;
c) Collect and return the empty garbage, organic waste and recycling bins to the Lot Burdened no later than 7pm on the day collection has taken place;
d) Place whitegoods and large household items in the communal bulky waste collection area, designated on the plan for the Lot Burdened, the evening before the date allocated by the Prescribed Authority for the collection of such items
e) The owner of the lot burdened acknowledges that the bin storage area will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly, on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to plan bins in the bin storage area
f) Comply with the directions of the Council with respect to this covenant; and
g) Release the Prescribed authority from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, debris, damage to property or other issues arising directly or indirectly from waste collection activities carried on by the Prescribed Authority or any agent acting on its behalf.

APPROVED BY BLACKTOWN CITY COUNCIL

Etootronic signature of me, Sami Ahangari, affixed by me on 30/09/2021 6:33:15 PM

.....
Authorised Officer

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Plan: SP104216

Plan of subdivision of Lot 3 in DP1258818 covered by Strata Certificate No. 16728 dated 15/12/2021

PART 2

In this positive covenant, bin collection areas on public road means the area between the kerb line and the boundary. Bin collection areas on private road means the area at the edge of the pavement. These areas are denoted on the plan and are tabulated below.

Bin Collection Area	Lots Burdened	Bin Collection Area	Lots Burdened
'AA'-'AA'	1	'MM'-'MM'	30
'BB'-'BB'	2	'NN'-'NN'	31
'CC'-'CC'	3	'OO'-'OO'	32 & 33
'DD'-'DD'	4	'PP'-'PP'	34
'EE'-'EE'	5	'QQ'-'QQ'	35
'FF'-'FF'	6	'RR'-'RR'	36
'GG'-'GG'	7	'SS'-'SS'	37
'HH'-'HH'	8	'TT'-'TT'	25
'II'-'II'	26	'UU'-'UU'	9, 23 & 24
'JJ'-'JJ'	27	'VV'-'VV'	10, 21 & 22
'KK'-'KK'	28	'WW'-'WW'	11, 12, 13, 14, 15, 16, 17, 18, 19 & 20
'LL'-'LL'	29		

Bulky Waste Collection Area	Lots Burdened
BW	1 - 37

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

APPROVED BY BLACKTOWN CITY COUNCIL

Electronic signature of me, Sami Ahangari, affixed by me on 30/09/2021 6:33:17 PM

Authorised Officer

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Lengihs are in metres

Plan: SP104216

Plan of subdivision of Lot 3 in DP1258818 covered by Strata Certificate No. 16728 dated 15/12/2021

PART 2

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

Electronic signature of me, Sami Ahangari, affixed by me on 30/09/2021 6:33:17 PM

Signature of Authorised Officer

Sami Ahangari

Name of Authorised Officer

Acting Coordinator Planning Assessment
Blacktown City Council
Position of Authorised Officer

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

Electronic signature of me, Kristy Bulloch, affixed by me on 1/10/2021 11:16:11 AM

Signature of Witness

Kristy Bulloch

Name of Witness

62 Flushcombe Road
Blacktown NSW 2148
Address of Witness

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Lengths are in metres

Plan: SP104216

Plan of subdivision of Lot 3 in DP1258818
covered by Strata Certificate No. 16728 dated 15/12/2021

PART 2

EXECUTED by
Raj & Jai 1 Pty Limited
ACN 622 511 282
in accordance with s127 of
the Corporations Act 2001

Sanjeev Kumar

Sanjeev Kumar
Sole Director/Secretary

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Lengths are in metres

Plan:
SP104216

Plan of subdivision of Lot 3 in DP1258818
covered by Strata Certificate No. 16728 dated 15/12/2021

PART 2

Consent of Mortgagee

EXECUTED by
Australian Company Number
002 451 827 Pty Limited
ACN 002 451 827
In accordance with s127 of
the Corporations Act 2001

(Signature)	(Signature)
IAN D CAIRNS	
(Print Name) Director	(Print Name) Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

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Plan: SP104216

Plan of subdivision of Lot 3 in DP1258818
covered by Strata Certificate No. 16728 dated 15/12/2021

PART 2

Consent of Mortgagee

EXECUTED by Australian Company Number 002 451 827 Pty Limited ACN 002 451 827 in accordance with s127 of the Corporations Act 2001	..... (Signature)	..... (Signature)
	..... (Print Name) Director	DAVID CRAIK (Print Name) Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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ePlan

Lengths are in metres

(Sheet 8 of 9 sheets)

Plan: SP104216

Plan of subdivision of Lot 3 in DP1258818 covered by Strata Certificate No. 16728 dated 15/12/2021

PART 2

Consent of Mortgagee

EXECUTED by
Drean Pty Limited
ACN 111 714 268
in accordance with s127 of
the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) Director (Print Name) Director/Secretary

EXECUTED by
Bellmar Holdings Pty Limited
ACN 006 272 448
in accordance with s127 of
the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) Director (Print Name) Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

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ePlan

Lengths are in metres

Plan: SP104216

Plan of subdivision of Lot 3 in DP1258818
covered by Strata Certificate No. 16278 dated 15/12/2021

PART 2

Consent of Mortgagee

SIGNED in my presence by Tommy Wayne Powers who is personally known to me

Tom Powers
Tommy Wayne Powers

Tomaino
Signature of Witness

ORNELLA TOMAINO
Name of Witness

71 Ingleside Rd Ingleside 2101
Address of Witness NSW

SIGNED in my presence by Rosemary Ann Powers who is personally known to me

R Powers
Rosemary Ann Powers

Tomaino
Signature of Witness

ORNELLA TOMAINO
Name of Witness

71 INGLESIDE Rd Ingleside
Address of Witness NSW 2101

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

REGISTERED: 23.12.2021

Req:R160271 /Doc:SP 0104216 D /Rev:24-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:1 of 26
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ePlan

Approved Form 7	**Strata Plan By-laws**	Sheet 1 of 26 sheet(s)
Office Use Only Registered: 23.12.2021		Office Use Only SP104216

Instrument setting out the details of by-laws to be created upon registration of a strata plan

124 Cranbourne Street
RIVERSTONE 2765

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ePlan

Approved Form 7	Strata Plan By-laws	Sheet 2 of 26 sheet(s)
Registered: 23.12.2021 Office Use Only		Office Use Only SP104216

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ePlan

Approved Form 7	Strata Plan By-laws	Sheet 4 of 26 sheet(s)
Registered: 23.12.2021	Office Use Only	Office Use Only SP104216

1. Purpose of the by-laws

The by-laws regulate the day to day management and operation of the strata scheme by conferring rights and imposing obligations on the owners and occupiers of the lots.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in the strata scheme.

The by-laws are designed to maintain the quality of the strata scheme and operate to enhance everyone's use and enjoyment of their lot and the common property.

2. Who must comply with the by-laws?

Owners and occupiers of any lot and their guests and the owners corporation must comply with the by-laws.

3. Common Property Rights by-laws

3.1 Purpose of the common property rights by-law

To give the owners and occupiers of a lot exclusive rights to and privileges over part of the common property. To more fairly apportion the costs for maintaining, repairing and replacing common property, the owners benefited by a common property rights by-law are responsible for the proper maintenance of and for keeping in a state of good and serviceable repair, the common property to which the common property rights by-law refers. In the event that more than one owner benefits from a common property rights by-law, then all owners benefited must contribute to the cost of such maintenance and upkeep of the common property.

3.2 How to change a common property rights by-law

The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

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3.3 Occupiers may exercise rights

The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies and principal certifying authorities to comply with the obligations of the owner under the common property rights by-law.

3.4 Repairing damage

The owner of a lot which has the benefit of a common property rights by-law must repair damage cause by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

3.5 Indemnities

The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

3.6 Additional insurances

In addition to their obligations under these by-laws, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's right under the by-law.

4. Requirements if you lease your lot

If you lease or license your lot, you must:

1. Provide your tenant or licensee with an up-to-date copy of the by-laws and the strata development contract;
2. Ensure that your tenant or licensee and their visitors comply with the by-laws; and
3. Take all action available to you, including action under the lease or licence agreement, to make them comply or leave the lot.

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5. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

6. Changes to common property

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
    a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
    b. any screen or other device to prevent entry of animals or insects on the lot, or
    c. any structure or device to prevent harm to children.
2. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
3. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
4. The owner of a lot must:
    a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
    b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot

7. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
2. use for his or her own purposes as a garden any portion of the common property.

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8. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

9. Keeping of Animals

9.1 Subject to this by-law:

If you are the owner or occupier of a lot you may keep:

1. Fish in an indoor aquarium; or
2. 1 (one) caged bird; or
3. 1 (one) cat; or
4. 1 (one) dog ; or
5. An assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.2 When will you need consent?

You must have consent from the owners corporation to keep other types or numbers of animals not approved under this by-law The owners corporation must not unreasonably withhold its consent and must give an owner or occupier written reasons for any refusal to grant approval.

9.3 Obligations of owners in notifying the owners corporation

An owner or occupier of a lot who keeps an assistance animal on the lot must provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

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An owner or occupier of a lot must give the owners corporation written notice of all animals that are being kept on the lot not later than 14 days after the animal commences to be kept on the lot

9.4 Keeping an animal register

The owners corporation must keep a register of all animals kept on all lots

9.5 Keeping of Dogs

If you are the owner or occupier of a lot and you keep a dog:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It cannot be a restricted or dangerous dog as set out in the Companion Animals Act 1998 (NSW)
3. It must be de-sexed

9.6 Keeping of Cats

If you are the owner or occupier of a lot and you keep a cat:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It must be de-sexed

9.7 Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (e.g. to transport it out of the building), you must restrain it (e.g. by leash or pet cage) and control it at all times.

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9.8 Your responsibilities

You are responsible for:

1. Keeping the animal within your lot and
2. Any noise your animal makes which causes unreasonable disturbance; and
3. Damage to or loss of property or injury to any person caused by your animal; and
4. To clean up after your animal

9.9 Your visitors

You must not allow your visitors to bring animals into the lot unless the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.10 Conditions for keeping an animal

The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:

1. It becomes offensive, vicious, aggressive, noisy or a nuisance to other owners or occupiers;
2. Your animal unreasonably interferes with the peace, comfort, or convenience of any person in any other lot of the strata scheme
3. You do not comply with your obligations under this by-law;
4. You breach a condition made by the owners corporation when it gave you consent to keep the animal

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10. Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

11. Behaviour of owners, occupiers and invitees

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
    a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
    b. without limiting paragraph (a), that invitees comply with clause (1).

12. Children playing on common property

1. Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
2. An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

13. Smoke penetration

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

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14. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

15. Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16. Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 18.

17. Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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18. Hanging out of washing

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
3. In this by-law:

'washing' includes any clothing, towel, bedding or other article of a similar type.

19. Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
    a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
    b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
6. An owner or occupier of a lot must place the bins within the approved area designated for waste collection no earlier than 2pm the day before its scheduled collection time (being the time at which waste is normally collected) and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins no later than 7pm on the day of collection.
7. An owner or occupier of a lot is solely responsible for the transfer of the bin to and from the approved area designated for waste collection.
8. An owner or occupier of a lot must not locate or place the bins within the approved area designated for waste collection outside the time period described in clause (6).

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9. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
10. The owners corporation may give directions on the handling of waste that are consistent with the local council's requirements by:
    a. Posting signs on the common property setting out those directions, or
    b. Giving notices setting out those directions in writing to owners or occupiers of lots.
11. The owners corporation must ensure that the directions referred to in clause (10) are provided to all new owners and occupiers of lots in writing.
12. All line marking and sign posting as shown in the garbage plan in Annexure A must be maintained by the owners Corporation and clear legibility of all line marking and sign posting must be maintained.
13. An owner or occupier of a lot must place all bulky waste within the approved area for communal bulky waste storage & collection. An owner or occupier of a lot must only place whitegoods and large household items within the approved area for communal bulky waste storage & collection, the evening before the date allocated by the local council for collection of such items.
14. Material left as household clean up items in the approved area for communal waste storage & collection area must satisfy the local council requirements otherwise the disposal of such waste becomes the responsibility of the owners corporation.
15. In this by-law:

'approved area designated for waste collection' means, the bin collection areas as designated on the strata plan and shown on the garbage plan in Annexure A, each which will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly from the property on collection day.

'approved area for communal bulky waste storage & collection' means the bulky waste collection area as allocated by Blacktown City Council which will accommodate a communal bulky waste storage area for the collection of unwanted bulky waste items such as lounges, fridge's and freezers etc.

'bin' includes any receptacle for waste.

'waste' includes garbage and recyclable material.

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20. Change in use or occupation of lot to be notified

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
2. Without limiting clause (1), the following changes of use must be notified:
    a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
    b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

21. Compliance with planning and other requirements

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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22. Responsibility of maintenance, repair or replacement

Clause 22 shall take precedence over all other by-laws in respect to the maintenance, repair or replacement of common property if there is a dispute.

22.1 Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) columns and railings b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) balcony ceilings (including painting) d) security doors, other than those installed by an owner after registration of the strata plan e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan f) common wall fencing, shown as a thick line on the strata plan g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land h) awnings within common property outside the cubic space of a balcony or courtyard i) walls of planter boxes shown by a thick line on the strata plan that part of a tree which exists within common property j) that part of a tree which exists within common property
2. Ceiling/Roof	a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility) b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility) c) guttering d) membranes

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3. Electrical	a) air conditioning systems serving more than one lot b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller c) fuses and fuse board in meter room d) intercom handset and wiring serving more than one lot e) electrical wiring serving more than one lot f) light fittings serving more than one lot g) power point sockets serving more than one lot h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*) i) telephone, television, internet and cable wiring within common property walls j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property k) lifts and lift operating systems
4. Entrance door	a) original door lock or its subsequent replacement b) entrance door to a lot including all door furniture and automatic closer c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	a) original floorboards or parquetry flooring affixed to common property floors b) mezzanines and stairs within lots, if shown as a separate level in the strata plan c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

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6. General	a) common property walls b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) any door in a common property wall (including all original door furniture) d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan f) ducting cover or structure covering a service that serves more than one lot or the common property g) ducting for the purposes of carrying pipes servicing more than one lot h) exhaust fans outside the lot i) hot water service located outside of the boundary of any lot or where that service serves more than one lot j) letter boxes within common property k) swimming pool and associated equipment
7. Parking/Garage	a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	a) floor drain or sewer in common property b) pipes within common property wall, floor or ceiling c) main stopcock to unit d) storm water and on-site detention systems below ground

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9. Windows	a) windows in common property walls, including window furniture, sash cord and window seal b) insect-screens, other than those installed by an owner after the registration of the strata plan c) original lock or other lock if subsequently replacement by the owners corporation

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22.2 Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	a) air conditioning systems, whether inside or outside of a lot, which serve only that lot b) fuses and fuse boards within the lot and serving only that lot c) in-sink food waste disposal systems and water filtration systems d) electrical wiring in non-common property walls within a lot and serving only that lot e) light fittings, light switches and power point sockets within the lot serving only that lot f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot g) telephone, television, internet and cable service and connection sockets h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	a) door locks additional to the original lock (or subsequent replacement of the original lock) b) keys, security cards and access passes
5. Floor	a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan b) lacquer and staining on surface of floorboards or parquetry flooring c) internal carpeting and floor coverings, unfixed floating floors d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

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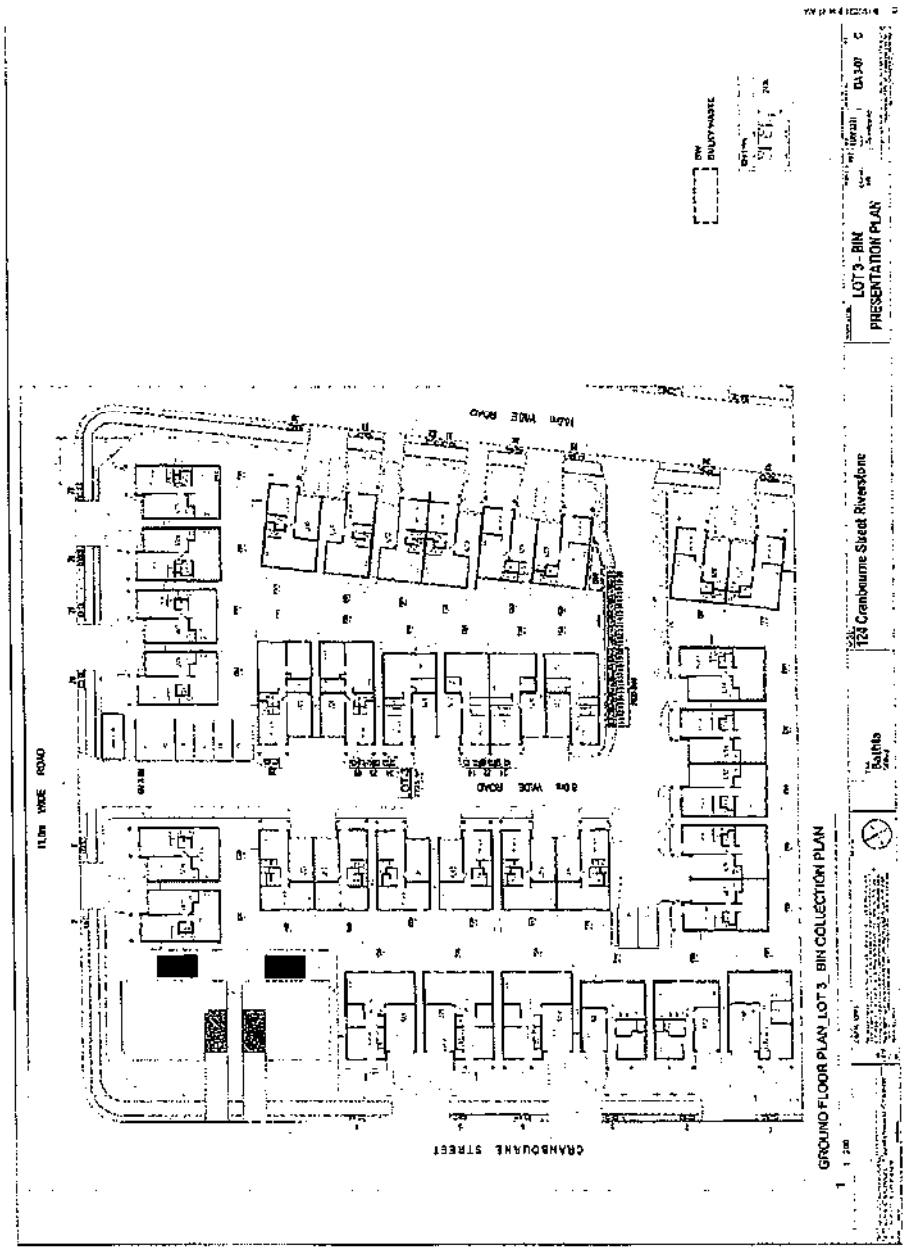
6. General	a) internal (non-common property) walls b) paintwork inside the lot (including ceiling and entrance door) c) built in wardrobes, cupboards, shelving d) dishwasher e) stove f) washing machine and clothes dryer g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) h) internal doors (including door furniture i) skirting and architraves on non-common property walls j) tiles and associated waterproofing affixed to non-common property walls k) letterbox within a lot l) pavers installed within the lot's boundaries m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	a) garage door remote controller b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary c) light fittings inside the lot where the light is used exclusively for the lot d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies
8. Plumbing	a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall b) pipes and 'S' bend beneath sink, laundry tub or hand basin c) sink, laundry tub and hand basin d) toilet bowl and cistern e) bath f) shower screen g) bathroom cabinet and mirror h) taps and any associated hardware
9. Windows	a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) b) locks additional to the original (or any lock replaced by an owner) c) window lock keys

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23. Annexure A



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24. Signatures Page

EXECUTED by)
Raj & Jai 1 Pty Limited)
ACN 622 511 282)
in accordance with s127 of)
the Corporations Act 2001)

Sanjeev Kumar

.....

Sanjeev Kumar
Sole Director/Secretary

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Consent of Mortgagee

EXECUTED by
Australian Company Number
002 451 827 Pty Limited
ACN 002 451 827
in accordance with s127 of
the Corporations Act 2001

(Signature)	(Signature)
IAN D CAIRNS	
(Print Name) Director	(Print Name) Director/Secretary

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Consent of Mortgagee

EXECUTED by
Australian Company Number
002 451 827 Pty Limited
ACN 002 451 827
in accordance with s127 of
the Corporations Act 2001

(Signature)	(Signature)
(Print Name) Director	DAVID CRAIK (Print Name) Director/Secretary

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Consent of Mortgagee

EXECUTED by
Drean Pty Limited
ACN 111 714 268
in accordance with s127 of
the Corporations Act 2001

Margot Melzak — (Signature)
James Melzak — (Signature)
MARGOT MELZAK — (Print Name) Director
JAMES RICHARD MELZAK — (Print Name) Director/Secretary

EXECUTED by
Beltmar Holdings Pty Limited
ACN 006 272 448
in accordance with s127 of
the Corporations Act 2001

Margot Melzak — (Signature)
James Melzak — (Signature)
MARGOT MELZAK — (Print Name) Director
JAMES RICHARD MELZAK — (Print Name) Director/Secretary

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ePlan

Approved Form 7	Strata Plan By-laws	Sheet 25 of 25 sheet(s)
Registered: 23.12.2021	Office Use Only	Office Use Only SP104216

Consent of Mortgagee

SIGNED in my presence by Tommy Wayne Powers who is personally known to me

Tom Powers
Tommy Wayne Powers

Romaino
Signature of Witness

ORNELLA ROMAINO
Name of Witness

71 INGLESIDE Rd Ingleside 2101 NSW
Address of Witness

SIGNED in my presence by Rosemary Ann Powers who is personally known to me

R Powers
Rosemary Ann Powers

Romaino
Signature of Witness

ORNELLA ROMAINO
Name of Witness

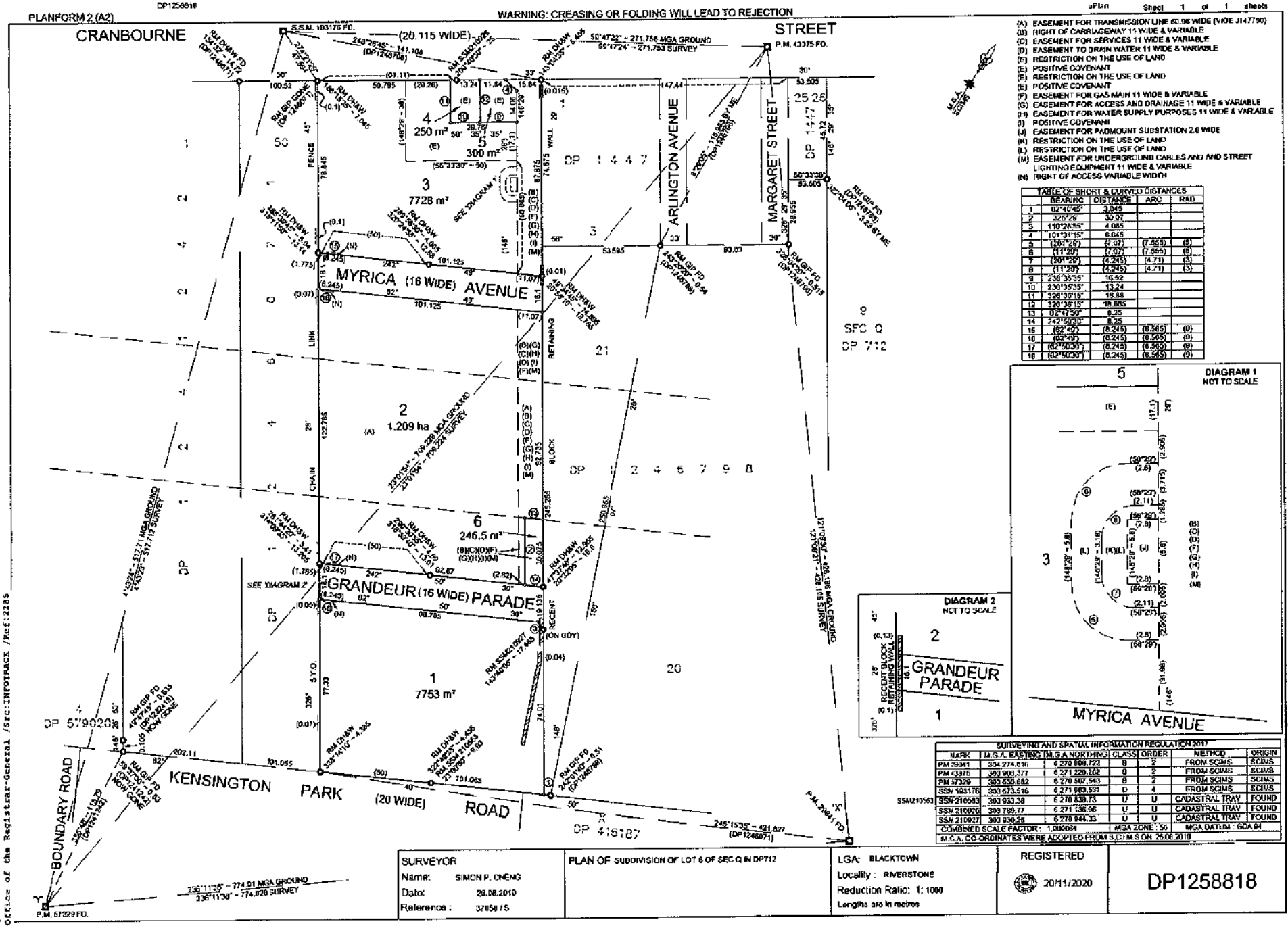
71 Ingleside Rd Ingleside 2101 NSW
Address of Witness

DP1258818

PLANFORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

uPlan Sheet 1 of 1 sheets



(A) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (WIDE J147790)
(B) RIGHT OF CARRIAGEWAY 11 WIDE & VARIABLE
(C) EASEMENT FOR SERVICES 11 WIDE & VARIABLE
(D) EASEMENT TO DRAIN WATER 11 WIDE & VARIABLE
(E) RESTRICTION ON THE USE OF LAND
(E) POSITIVE COVENANT
(E) RESTRICTION ON THE USE OF LAND
(E) POSITIVE COVENANT
(F) EASEMENT FOR GAS MAIN 11 WIDE & VARIABLE
(G) EASEMENT FOR ACCESS AND DRAINAGE 11 WIDE & VARIABLE
(H) EASEMENT FOR WATER SUPPLY PURPOSES 11 WIDE & VARIABLE
(I) POSITIVE COVENANT
(J) EASEMENT FOR PADMOUNT SUBSTATION 2.6 WIDE
(K) RESTRICTION ON THE USE OF LAND
(L) RESTRICTION ON THE USE OF LAND
(M) EASEMENT FOR UNDERGROUND CABLES AND AND STREET LIGHTING EQUIPMENT 11 WIDE & VARIABLE
(N) RIGHT OF ACCESS VARIABLE WIDTH

TABLE OF SHORT & CURVED DISTANCES

	BEARING	DISTANCE	ARC	RAD
1	82°40'45"	3.045		
2	325°29"	30.07		
3	110°28'55"	4.085		
4	101°31'15"	0.045		
5	(261°29")	(7.07)	(7.555)	(5)
6	(171°29")	(7.07)	(7.555)	(5)
7	(261°29")	(4.245)	(4.71)	(3)
8	(171°29")	(4.245)	(4.71)	(3)
9	236°35'35"	16.52		
10	236°35'35"	13.24		
11	326°30'15"	16.88		
12	326°36'15"	18.885		
13	82°47'50"	8.25		
14	242°50'30"	8.25		
15	(82°40")	(8.245)	(8.565)	(6)
16	(82°45")	(8.245)	(8.565)	(6)
17	(82°50'30")	(8.245)	(8.565)	(6)
18	(82°50'30")	(8.245)	(8.565)	(6)

DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
NOT TO SCALE

SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 20941	304 274.810	6 270 999.723	B	2	FROM SCIMS	SCIMS
PM 43375	304 906.377	6 271 220.202	B	2	FROM SCIMS	SCIMS
PM 57329	303 830.882	6 270 567.545	B	2	FROM SCIMS	SCIMS
SSM 183176	303 673.516	6 271 063.531	D	4	FROM SCIMS	SCIMS
SSM210563	303 933.38	6 270 838.73	U	U	CADASTRAL TRAV	FOUND
SSM 210026	303 786.77	6 271 138.96	U	U	CADASTRAL TRAV	FOUND
SSM 210027	303 930.26	6 270 944.33	U	U	CADASTRAL TRAV	FOUND
COMBINED SCALE FACTOR: 1.000084					MGA ZONE: 56	MGA DATUM: GDA 94

M.G.A. CO-ORDINATES WERE ADOPTED FROM S.C.I.M.S ON 26.08.2019

SURVEYOR	PLAN OF SUBDIVISION OF LOT 6 OF SEC Q IN DP712	LGA: BLACKTOWN Locality : RIVERSTONE Reduction Ratio: 1: 1000 Lengths are in metres	REGISTERED	DP1258818
Name: SIMON P. CHENG Date: 26.08.2019 Reference : 37058 / S			20/11/2020	

COORDINATE SCHEDULE AMENDED SEE 2021/317 6/4/2021

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ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 20/11/2020

Title System: TORRENS

Office Use Only

DP1258818

PLAN OF
SUBDIVISION OF LOT 6 OF SEC Q IN DP712

L G A BLACKTOWN
Locality: RIVERSTONE
Parish: GIDLEY
County: CUMBERLAND

Survey Certificate

I, SIMON P. CHENG
of 317 / 5 CELEBRATION DRIVE, BELLA VISTA NSW 2153

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 26.08.2019, 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: 26.08.2019

Surveyor Identification No: 806

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

I, Judith Portelli

* Authorised Person / ~~*General Manager / *Accredited Certifier~~, certify that the provisions of section 6.15 *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: 13-10-2020

Subdivision Certificate number: SC-19-00208

File number: DA-16-05399

* Strike through if inapplicable

Plans used in the preparation of survey /~~compilation~~
DP 1223459
DP 1241241
DP 1241242
DP 1246071
DP 1246798

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

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD GRANDEUR PARADE 16 WIDE AND MYRICA AVENUE 16 WIDE.

Surveyor's Reference: 37058 / S

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

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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 20/11/2020

Office Use Only

DP1258818

PLAN OF
SUBDIVISION OF LOT 6 OF SEC Q IN DP712

Subdivision Certificate number: SC-19-00208

Date of Endorsement: 13.10.2020

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statement 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.

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

LOT	Street number	Street name	Street type	Locality
1	N/A	GRANDEUR	PARADE	RIVERSTONE
2	N/A	MYRICA	AVENUE	RIVERSTONE
3	N/A	CRANBOURNE	STREET	RIVERSTONE
4	N/A	CRANBOURNE	STREET	RIVERSTONE
5	N/A	CRANBOURNE	STREET	RIVERSTONE
6	N/A	GRANDEUR	PARADE	RIVERSTONE

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919
AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT
SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED
TO CREATE :

(1) - RIGHT OF CARRIAGEWAY 11 WIDE & VARIABLE (B)
(2) - EASEMENT FOR SERVICES 11 WIDE & VARIABLE (C)
(3) - EASEMENT TO DRAIN WATER 11 WIDE & VARIABLE (D)
(4) - RESTRICTION ON THE USE OF LAND
(5) - RESTRICTION ON THE USE OF LAND (E)
(6) - POSITIVE COVENANT (E)
(7) - RESTRICTION ON THE USE OF LAND (E)
(8) - POSITIVE COVENANT (E)
(9) - EASEMENT FOR GAS MAIN 11 WIDE & VARIABLE (F)
(10) - EASEMENT FOR ACCESS AND DRAINAGE 11 WIDE & VARIABLE (G)
(11) - EASEMENT FOR WATER SUPPLY PURPOSES 11 WIDE & VARIABLE (H)
(12) - POSITIVE COVENANT (I)
(13) - EASEMENT FOR PADMOUNT SUBSTATION 2.8 WIDE (J)
(14) - RESTRICTION ON THE USE OF LAND (K)
(15) - RESTRICTION ON THE USE OF LAND (L)
(16) - RESTRICTION ON THE USE OF LAND
(17) - RESTRICTION ON THE USE OF LAND
(18) - EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 11 WIDE & VARIABLE (M)
(19) - RESTRICTION ON THE USE OF LAND
(20) - POSITIVE COVENANT
(21) - RIGHT OF ACCESS VARIABLE WIDTH (N)

Raj & Jai 1 Pty Ltd
(ACN: 622 511 282)

Sanjeev Kumar.
Sole Director / Secretary

Secretary

SANJEEV KUMAR
Name of Director / Secretary
Sole

Name Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37058 / S

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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET — Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 20/11/2020

Office Use Only

DP1258818

PLAN OF
SUBDIVISION OF LOT 6 OF SEC Q IN DP712

Subdivision Certificate number: SC-19-00208

Date of Endorsement: 13.10.2020

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statement 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.

CONSENT OF MORTGAGEE

EXECUTED by)
Australian Company Number)
002 451 827 Pty Limited)
ACN 002 451 827)
In accordance with s127 of)
the Corporations Act 2001)

(Signature) (Signature)

IAN D CAIRNS DAVID CRAIK

(Print Name) (Print Name)
Director Director / Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37059 / S

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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET — Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 20/11/2020

Office Use Only

DP1258818

PLAN OF
SUBDIVISION OF LOT 6 OF SEC Q IN DP712

Subdivision Certificate number: SC-19-00208

Date of Endorsement: 13-10-2020

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statement 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.

CONSENT OF MORTGAGEE

EXECUTED by Drean Pty Ltd A C N 111 714 268 in accordance with s127 of the Corporations Act 2001

Margot Melzak (Signature) | (Signature)

MARGOT MELZAK (Print Name) Director | JAMES RICHARD MELZAK (Print Name) Director / ~~Secretary~~

EXECUTED by Bellmar Holdings Pty Ltd A C N 006 272 448 in accordance with s127 of the Corporations Act 2001

Margot Melzak (Signature) | (Signature)

MARGOT MELZAK (Print Name) Director | JAMES RICHARD MELZAK (Print Name) Director / ~~Secretary~~

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37058 / S

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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET — Sheet 5 of 5 sheet(s)

Office Use Only

Registered: 20/11/2020

Office Use Only

DP1258818

PLAN OF
SUBDIVISION OF LOT 6 OF SEC Q IN DP712

Subdivision Certificate number: SC-19-00208

Date of Endorsement: 13.10.2020

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statement 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.

CONSENT OF MORTGAGEE

SIGNED in my presence by Tommy Wayne Powers
Who is personally known to me

Tom Powers
Tommy Wayne Powers

G.M. LaPointe
Signature of Witness

Name
GWEN LAPOINTE

Address
7 KINKA RD. DUFFY'S FOREST 2084

SIGNED in my presence by Rosemary Ann Powers
Who is personally known to me

R Powers
Rosemary Ann Powers

G.M. LaPointe
Signature of Witness

GWEN LAPOINTE
Name

7 KINKA RD.
Address DUFFY'S FOREST 2084

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37058 / S

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

ePlan (Sheet 1 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13 · 10 · 2020

Full Name and Address of the owner of the Land:

Raj & Jai 1 Pty Ltd
124 Cranbourne Street
RIVERSTONE NSW 2765

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 11 wide & variable (B)	2 3 6	1,6 1,2,6 1,2
2	Easement for Services 11 wide & variable (C)	2 3 6	1,6 1,2,6 1,2
3	Easement to Drain Water 11 wide & variable (D)	2 3 6	1,6 & Blacktown City Council 1,2,6 & Blacktown City Council 1,2 & Blacktown City Council
4	Restriction on the use of land	1,2,3,4,5,6	Blacktown City Council
5	Restriction on the use of land (E)	4,5 & Part Lot 3	Blacktown City Council
6	Positive Covenant (E)	4,5 & Part Lot 3	Blacktown City Council
7	Restriction on the use of land(E)	4,5 & Part Lot 3	Blacktown City Council
8	Positive Covenant (E)	4,5 & Part Lot 3	Blacktown City Council
9	Easement for Gas Main 11 wide & variable (F)	2,3,6	Jemena Gas Networks (NSW) Ltd

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:2 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 2 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 1 (CONT)

Number of Item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	Easement for Access and Drainage 11 wide & variable (G)	2,3,6	Sydney Water Corporation
11	Easement for Water Supply Purposes 11 wide & variable (H)	2,3,6	Sydney Water Corporation
12	Positive Covenant (I)	6 & Part Lots 2,3	Sydney Water Corporation
13	Easement for Padmount Substation 2.8 wide (J)	3	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
14	Restriction on the Use of Land (K)	Part Lot 3	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
15	Restriction on the Use of Land (L)	Part Lot 3	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
16	Restriction on the Use of Land	1,2,3,4,5,6	Blacktown City Council

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:3 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 3 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
17	Restriction on the Use of Land	4 & 5	Blacktown City Council
18	Easement for Underground Cables and Street Lighting Equipment 11 wide and variable (M)	2, 3 & 6	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
19	Restriction on the Use of Land	1,2,3,4,5,6	Blacktown City Council
20	Positive Covenant	1,2,3,6	Blacktown City Council
21	Right of Access variable width (N)	1,2,3	Blacktown City Council

PART 2

1. **Terms of restriction on the use of land numbered 4 in the plan:**

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 94 Contributions .

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:4 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 4 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

PART 2 (CONT)

2. **Terms of restriction on the use of land (E) numbered 5 in the plan**

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

a) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.

b) Make or permit or suffer the making of any alterations or additions to the system.

c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15007 on 11/09/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No.CC-18-01693.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:5 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 5 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13 . 10 . 2020

PART 2 (CONT)

3. **Terms of positive covenant (E) numbered 6 in the plan**

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:

a) Keep the system clean and free from silt, rubbish and debris

b) Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Detention Maintenance Schedule" as prepared by Orion Consulting Engineers on 28/06/2018 a copy of which is held on Council File No. CC-18-01693. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:6 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 6 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 2 (CONT)

d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

e) Notify Council in writing after each programmed maintenance inspection.

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(d) above.

b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

PART 2 (CONT)

ii. .Legal costs on an indemnity basis for issues of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15007 on 11/09/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No. CC-18-01693.

4. Terms of restriction on the use of land (E) numbered 7 in the plan

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will not, without the prior and express written consent of the Authority benefited:

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13 - 10 - 2020

PART 2 (CONT)

1. Do any act, matter or thing which would prevent the device from operation in a safe and efficient manner.

2. Make or permit or suffer the making of any alternations or additions to the device

3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction "the device" means the stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15007 on 11/09/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File No. CC-18-01693.

5. Terms of positive covenant (E) numbered 8 in the plan

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 2 (CONT)

(a) Keep the device clean and free from silt, rubbish and debris.

(b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" prepared by Orion Consulting Engineers on 28/06/2018 a copy of which is held on Council File No. CC-18-01693. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

(c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.

(d) Notify Council after each programmed maintenance inspection. Provide to the Prescribed Authority each year on or before 1 September an Annual Maintenance Report ("Report") outlining all maintenance undertaken on the Device in accordance with the Maintenance Schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

PART 2 (CONT)

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

(b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 2 (CONT)

ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant "the device" means stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15007 on 11/09/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File No. CC-18-01693.

Name of Authority having the power to release vary or modify the restrictions fourthly, fifthly and seventhly referred to and the positive covenants sixthly and eighthly referred to is: Blacktown City Council

6. **Terms of easement for gas main (F) 11 wide and variable numbered 9 in the plan:**

1. For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 2 (CONT)

"Apparatus" means mains, and pipes and other apparatus used for the conveyance, control, measurement and distribution of the Substances and for purposes incidental thereto,

"Easement Site" means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.

"Jemena" means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322 and its successors and its officers, agents, employees and other persons authorised by it.

"Substances" means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.

2. Full and free right and licence for Jemena to construct Apparatus on the Easement Site including above and below the surface for the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus TOGETHER WITH the following rights:

   a) a right of support of the Apparatus;

   b) to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;

Approved by

Judith Portelli
Name
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Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

PART 2 (CONT)

c) to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;

d) to excavate the Lot Burdened within the Easement Site for the purposes of this easement.

3. In the exercise of its rights under this easement Jemena shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonable practicable but Jemena shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.

4. The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of Jemena AND that the proprietor has before the execution of this easement obtained any consent and approvals required from any other person or authority which holds an easement over the Lot Burdened.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

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Authorised Person

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

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Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

PART 2 (CONT)

7. **Terms of easement for access and drainage 11 wide & variable width (G) numbered 10 in the plan:**

   An easement for access and drainage variable width having terms as detailed in Memorandum 5736755 registered in the office of NSW Land and Registry Office Services.

   Name of authority empowered to release, vary or modify easement numbered tenthly in the plan: Sydney Water Corporation ABN 49 776 225 038

8. **Terms of easement for water supply purposes 11 wide & variable width (H) numbered 11 in the plan:**

   An easement for water supply purposes variable width having terms as detailed in Memorandum 5736755 registered in the office of NSW Land and Registry Office Services.

   Name of authority empowered to release, vary or modify easement numbered eleventhly the plan: Sydney Water Corporation ABN 49 776 225 038

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 2 (CONT)

9. **Terms of positive covenant (I) numbered 12 in the plan:**

A positive covenant having terms as detailed in Memorandum 5736755 registered in the office of NSW Land and Registry Office Services affecting part of the lot (I).

Name of authority empowered to release, vary or modify positive covenant numbered twelfthly in the plan: Sydney Water Corporation ABN 49 776 225 038.

10. **Terms of easement for padmount substation (J) 2.75 wide numbered 13 in the plan:**

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release vary or modify the easement for padmount substation thirteenthly referred to is: **Epsilon Distribution Ministerial Holding Corporation**

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

PART 2 (CONT)

11. Terms of restriction on the use of land (K) numbered 14 in the plan:

1.0 Definitions:

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

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

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

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

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

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

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

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

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13 · 10 · 2020

PART 2(CONT)

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

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

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of Subdivision of Lot 6 of Section Q
In DP712 covered by Subdivision
Certificate No. SC - 19 - 00208
of 13.10.2020

PART 2 (CONT)

12. **Terms of restriction on the use of land (L) numbered 15 in the plan:**

1. Definitions:
   1.1 **erect** includes construct, install, build and maintain.
   1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

3. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

   3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19 - 00208 of 13.10.2020

PART 2 (CONT)

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority having the power to release vary or modify the restrictions fourteenthly and fifteenthly referred to is: **Epsilon Distribution Ministerial Holding Corporation**

13. Terms of restriction on the use of land numbered 16 in the plan:

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the following salinity recommendations from the report prepared by Geotesta Pty Ltd Report No.NE529 dated 5th August 019.

14. Terms of restriction on the use of land numbered 17 in the plan:

No further development without development consent. Such consent will not be issued until such time as the future permanent downstream regional trunk drainage has been provided and connected to this development. It may be some time away before the temporary drainage basin is no longer required.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

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Authorised Person

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 2 (CONT)

Name of Authority having the power to release vary or modify the restrictions sixteenthly and seventeenthly referred to is: Blacktown City Council

15. Terms of easement for underground cables and street lighting equipment (M) 11 wide and variable numbered 18 in the plan:

The terms set out in Memorandum No AK104616 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation' and by adding the words street light column and street light equipment to Clause 1.2.

Name of Authority having the power to release vary or modify the easement for underground cables and street lighting equipment eighteenthly referred to is: **Epsilon Distribution Ministerial Holding Corporation**

16. Terms of restriction on the use of land numbered 19 in the plan:

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

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

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Authorised Person

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19 - 00208 of 13.10.2020

PART 2 (CONT)

17. Terms of positive covenant numbered 20 in the plan

The registered proprietor of the lot(s) hereby burdened will in respect of the right of carriageway (B) firstly referred to in the above plan:

1. Maintain the driveway surface and any associated drainage system in reasonable working condition.
2. Repair and/or restore the driveway surface and associated drainage system as nearly as practicable to its former condition.
3. Share the costs of the above works equally (or proportionally to usage) with all other registered proprietors of other lots similarly burdened by this covenant.
4. Allow the placement and maintenance of a letterbox for any and all of the lots serviced by the right of access within the right of access at a location on either side of the driveway at the front of the site facing the road alignment.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

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Authorised ~~Person~~

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

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of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

PART 2 (CONT)

18. Terms of right of access variable width (N) numbered 21 in the plan:

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.

2. The easement site is made accessible to the public.

3. The easement is a temporary right which must be removed upon the extension of the adjoining public road to which it relates.

Name of Authority having the power to release vary or modify the Restriction ninteenthly referred to, the Positive Covenant twentiethly referred to and the Easement twenty-firstly referred to is: Blacktown City Council.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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

ePlan (Sheet 23 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

EXECUTED by
Raj & Jai 1 Pty Ltd
(ABN: 622 511 282)
in accordance with Section 127 of the Corporations Act 2001

Sanjeev Kumar
Sole Director / Secretary

SANJEEV KUMAR
Name of Director / Secretary
Sole

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:24 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 24 of 30 sheets)

Plan:DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

EXECUTED by **JEMENA GAS NETWORKS (NSW) LTD** (ACN 003 004 322) in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director/Company Secretary

Rowena HARRIS

Full name of Director/Company Secretary

Signature of Director

David Gillespie

Full name of Director

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

.....

Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:25 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 25 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC -19 - 00208 of 13.10.2020

Executed by Sydney Water Corporation ABN 49 776 225 038 pursuant to section 50(30(a) of the Interpretation Act 1987 by an authorised delegate

.....
Signature of Witness

.....
Signature of Authorised Delegate

CAITLIN SCOTT
Name of Witness

GRANT MAY
Name of Authorised Delegate

1 SMITH STREET
PROPERTY PORTFOLIO MANAGER
Title of Authorised Delegate

PARRAMATTA NSW 2150
Address of Witness

04.12.2020
Date

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

15/10/2020 CRANBOURNE124.8

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:26 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 26 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

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

Name of Witness
IAN STEWART COUSIN

Address of Witness
C/- Endeavour Energy
51 Huntingwood Drive
Huntingwood 2148

Signature of Attorney

Name and position of Attorney
Simon Lawton
Strategic Property Manager

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4768
No. 870

EE Reference: UR521011

Date: 19/2/2020

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

Authorised Person

15/10/2020 CRANBOURNE124.8

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:27 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 27 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 00208 of 13.10.2020

EXECUTED by)
Australian Company Number)
002 451 827 Pty Limited)
ACN 002 451 827)
In accordance with s127 of)
the Corporations Act 2001)

(Signature) (Signature)

IAN D CAIRNS DAVID CRAIK

(Print Name) (Print Name)
Director Director / Secretary

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

Authorised Person

15/10/2020 CRANBOURNE124.8

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:28 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 28 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13.10.2020

EXECUTED by Drean Pty Ltd A C N 111 714 268 In accordance with s127 of the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) Director (Print Name) Director / Secretary

EXECUTED by Bellmar Holdings Pty Ltd A C N 006 272 448 In accordance with s127 of the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) Director (Print Name) Director / Secretary

Approved by

Judith Portelli

Name on behalf of Blacktown City Council

Authorised Person

15/10/2020 CRANBOURNE124.B

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:29 of 30
© Office of the Registrar-General /Src:INFOTRACK /Ref:2285

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

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC-19-00208 of 13-10-20

SIGNED in my presence by
Tommy Wayne Powers
Who is personally known to me

Tom Powers
Tommy Wayne Powers

Signature of Witness

GRAHAME D HUTCHINSON
Name

37A MURRAY AVE
WOLLSTONECRAFT NSW
Address

SIGNED in my presence by
Rosemary Ann Powers
Who is personally known to me

R Powers
Rosemary Ann Powers

Signature of Witness

GRAHAME D HUTCHINSON
Name

37A MURRAY AVE
WOLLSTONECRAFT NSW
Address

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

Authorised Person

Req:R322600 /Doc:DP 1258818 B /Rev:20-Nov-2020 /NSW LRS /Pgs:ALL /Prt:11-Aug-2021 10:38 /Seq:30 of 30
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

ePlan (Sheet 30 of 30 sheets)

Plan: DP1258818

of Subdivision of Lot 6 of Section Q in DP712 covered by Subdivision Certificate No. SC - 19 - 002208 of 13.10.2020

REGISTERED	20/11/2020

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

.....
Signature of delegate

Judith Portelli
Name of delegate

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

.....
Signature:

Kristy-lee Bullock
Name:

C/- Blacktown City Council
Address: 62 Flushcombe Road
BLACKTOWN NSW 2148

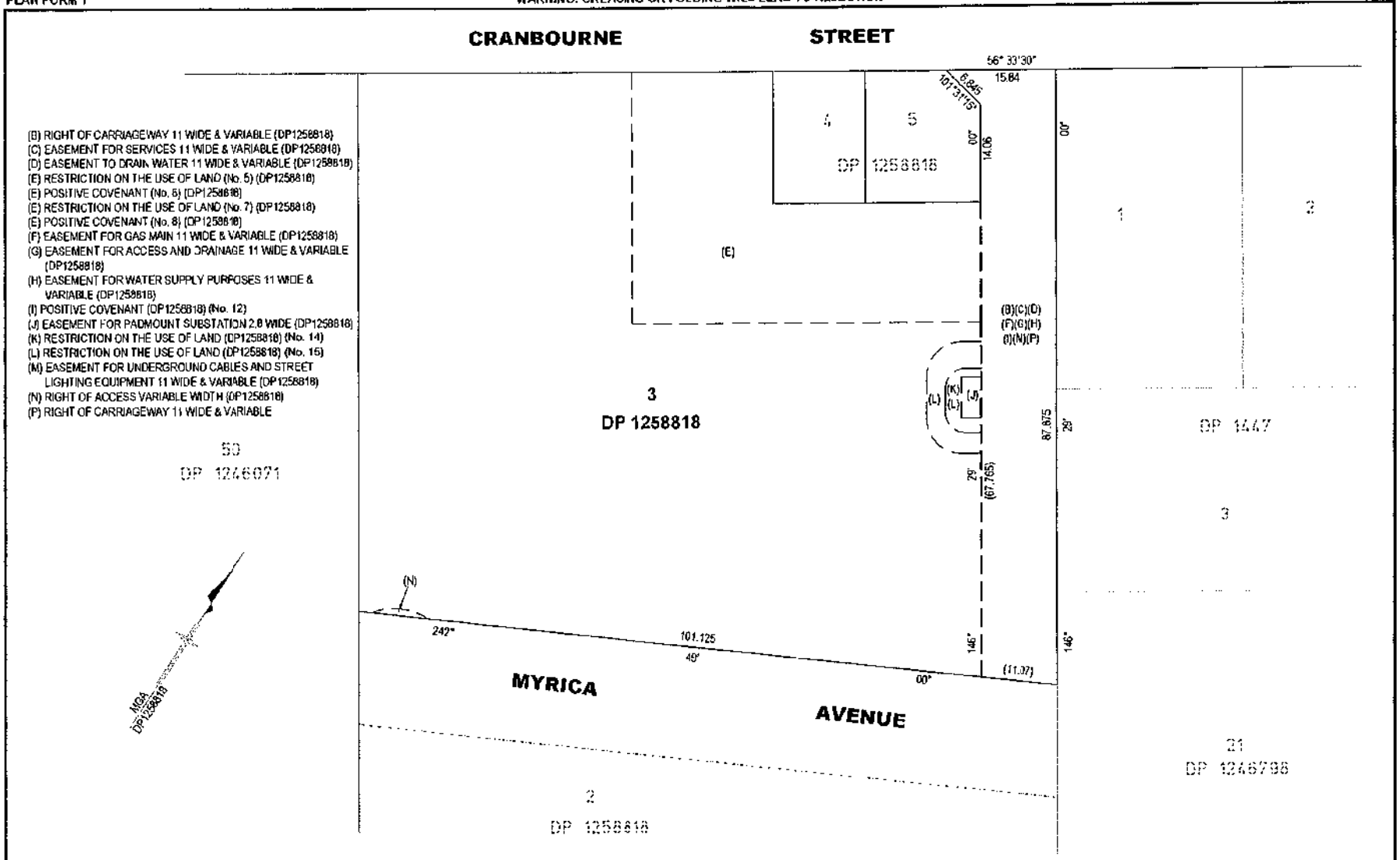
Approved by

Judith Portelli
Name of delegate
on behalf of
Blacktown City Council

.....
Authorised Person

15/10/2020 CRANBOURNE124.B

PLAN FORM 1 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | SHEET 1 OF 1 SHEETS



Surveyor: VICTORIA TESTER Date: 04-11-2021 Surveyor's Ref: 6600	PLAN OF EASEMENT OVER OF LOT 3 IN DP1258818	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio 1:500 Lengths are in metres.	REGISTERED 1/12/2021	DP1279806

Req:R160272 /Doc:DP 1279806 P /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:1 of 7
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Req:R160272 /Doc:DP 1279806 P /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /S
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 7 sheet(s)

Office Use Only

Registered: 1/12/2021

Title System: TORRENS

Office Use Only

DP1279806

PLAN OF

EASEMENT OVER LOT 3 IN DP1258818

LGA: BLACKTOWN

Locality: RIVERSTONE

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

I, VICTORIA TESTER

of SDG LAND DEVELOPMENT SOLUTIONS
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 ....., 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: .....~~

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 04-11-2021

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

I, ...

*Authorised Person/*General Manager/*Registered Certifier, 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: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

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

DP1258818

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

Surveyor's Reference: 6600

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

Req:R160272 /Doc:DP 1279806 P /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /S
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 1/12/2021

Office Use Only

DP1279806

PLAN OF

EASEMENT OVER LOT 3 IN DP1258818

Subdivision Certificate number: .....

Date of Endorsement: .....

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. RIGHT OF CARRIAGEWAY 11 WIDE & VARIABLE (P)

EXECUTED by)
Raj & Jai 1 Pty Limited)
ACN 622 511 282)
in accordance with s127 of)
the Corporations Act 2001)

.....
Sanjeev Kumar
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6600

Req:R160272 /Doc:DP 1279806 P /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /S
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 1/12/2021

Office Use Only

DP1279806

PLAN OF
EASEMENT OVER LOT 3 IN DP1258618

Subdivision Certificate number: .....

Date of Endorsement: .....

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.

Consent of Mortgagee

EXECUTED by)
Australian Company Number 002)
451 827 Pty Limited)
ACN 002 451 827)
In accordance with s127 of)
the Corporations Act 2001)

(Signature)	(Signature)
I A N D C A I R N S	
(Print Name) Director	(Print Name) Director/Secretary

SEE SHEET 4

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6600

Req:R160272 /Doc:DP 1279806 P /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /S
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

Office Use Only

Registered: 1/12/2021

Office Use Only

DP1279806

PLAN OF

EASEMENT OVER LOT 3 IN DP1258818

Subdivision Certificate number: .....

Date of Endorsement: .....

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.

Consent of Mortgagee

EXECUTED by
Australian Company Number 002
451 827 Pty Limited
ACN 002 451 827
in accordance with s127 of
the Corporations Act 2001

(Signature)	(Signature)
	DAVID CRAIK
(Print Name) Director	(Print Name) Director/Secretary

SEE SHEET 3

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6600

Req:R160272 /Doc:DP 1279806 P /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /S
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

Office Use Only

Registered: 1/12/2021

Office Use Only

DP1279806

PLAN OF

EASEMENT OVER LOT 3 IN DP1258818

Subdivision Certificate number: .....

Date of Endorsement: .....

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.

Consent of mortgagee

EXECUTED by
Drean Pty Limited
ACN 111 714 258
in accordance with s127 of
the Corporations Act 2001

..... (Signature) ..... (Signature)

MARCOT MELZAK JAMES RICHARD MELZAK

(Print Name) Director (Print Name) Director/Secretary

EXECUTED by
Bellmar Holdings Pty Limited
ACN 006 272 448
in accordance with s127 of
the Corporations Act 2001

..... (Signature) ..... (Signature)

MARCOT MELZAK JAMES RICHARD MELZAK

(Print Name) Director (Print Name) Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6600

Req:R160272 /Doc:DP 1279806 P /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /S
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

Office Use Only

Registered: 1/12/2021

Office Use Only

DP1279806

PLAN OF

EASEMENT OVER LOT 3 IN DP1258818

Subdivision Certificate number: .....

Date of Endorsement: .....

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.

Consent of mortgagee

SIGNED in my presence by Tommy Wayne Powers who is personally known to me

Tom Powers

Tommy Wayne Powers

ADurrant

Signature of Witness

Anakin Durrant

Name of Witness

13 clarence st, Lake Munmorah

Address of Witness

SIGNED in my presence by Rosemary Ann Powers who is personally known to me

R Powers

Rosemary Ann Powers

ADurrant

Signature of Witness

Anakin Durrant

Name of Witness

13 clarence st, Lake Munmorah

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6600

Req:R160273 /Doc:DP 1279806 B /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:1 of 6
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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

Plan: DP1279806 Plan of Easement over Lot 3 in DP1258818

Full name and address of the owner of the land:

Raj & Jai 1 Pty Ltd
137 Gilba Road
GIRRAWEEN 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	Right of Carriageway 11 Wide & Variable (P)	3/1258818	1/1447, 2/1447, 3/1447 & 21/1246798

Comprised in A/C 15175-230

PART 2

1. Terms of Right of Carriageway numbered 1 in the plan

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

"Provided that the registered proprietors for the time being of the benefited lots and all persons authorised by him will:

a) Not exceed a speed of 20 kph whilst driving a vehicle over the site of this easement.
b) Not drive a vehicle of Tare weight in excess of 1500kg over the site of this easement.
c) Not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

Sanjeev Kumar
(Sole Director/Secretary)
Raj & Jai 1 Pty Ltd

Req:R160273 /Doc:DP 1279806 B /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:2 of 6
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Lengths are in metres

Plan:

DP1279806

Plan of Easement over Lot 3 in DP1258818

PART 2

EXECUTED by)
Raj & Jai 1 Pty Limited)
ACN 622 511 282)
in accordance with s127 of)
the Corporations Act 2001)

.....
Sanjeev Kumar
Sole Director/Secretary

.....
Sanjeev Kumar
(Sole Director/Secretary)
Raj & Jai 1 Pty Ltd

Req:R160273 /Doc:DP 1279806 B /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:3 of 6
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Plan:

DP1279806

Plan of Easement over Lot 3 in DP1256819

PART 2

Consent of Mortgagee

EXECUTED by
Australian Company Number 002
451 827 Pty Limited
ACN 002 451 827
In accordance with s127 of
the Corporations Act 2001

(Signature)

(Print Name)
Director

(Signature)

(Print Name)
Director/Secretary

SEE SHEET 4

Sanjeev Kumar
(Sole Director/Secretary)
Raj & Jai 1 Pty Ltd

Req:R160273 /Doc:DP 1279806 B /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:4 of 6
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Lengths are in metres

Plan:

DP1279806

Plan of Easement over Lot 3 in DP1258818

PART 2

Consent of Mortgagee

EXECUTED by Australian Company Number 002 451 827 Pty Limited ACN 002 451 827 in accordance with s127 of the Corporations Act 2001	))))))	..... (Signature)	..... (Signature)
		..... (Print Name) Director	DAVID CRAIK (Print Name) Director/Secretary

SEE SHEET 3

.....
Sanjeev Kumar
(Sole Director/Secretary)
Raj & Jal 1 Pty Ltd

Req:R160273 /Doc:DP 1279806 B /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:5 of 6
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Lengths are in metres

Plan:

DP1279806

Plan of Easement over Lot 3 in DP1258818

PART 2

Consent of mortgagee

EXECUTED by
Drean Pty Limited
ACN 111 714 268
in accordance with s127 of
the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) (Print Name)
Director Director/Secretary

EXECUTED by
Bellmar Holdings Pty Limited
ACN 006 272 448
in accordance with s127 of
the Corporations Act 2001

(Signature) (Signature)

MARGOT MELZAK JAMES RICHARD MELZAK

(Print Name) (Print Name)
Director Director/Secretary

.....
Sanjeev Kumar
(Sole Director/Secretary)
Raj & Jai 1 Pty Ltd

Req:R160273 /Doc:DP 1279806 B /Rev:02-Dec-2021 /NSW LRS /Prt:13-Jan-2022 14:31 /Seq:6 of 6
© Office of the Registrar-General /Src:INFOTRACK /Ref:2285

Lengths are in metres

Plan:

DP1279806 PART 2

Plan of Easement over Lot 3 in DP1258818

Consent of mortgagee

SIGNED in my presence by Tommy Wayne Powers who is personally known to me

Tommy Wayne Powers

Signature of Witness

Anakin Durrant
Name of Witness

13 clarence st, Lake Munmorah
Address of Witness

SIGNED in my presence by Rosemary Ann Powers who is personally known to me

Rosemary Ann Powers

Signature of Witness

Anakin Durrant
Name of Witness

13 Clarence St, Lake Munmorah
Address of Witness

Sanjeev Kumar
(Sole Director/Secretary)
Raj & Jai 1 Pty Ltd

REGISTERED: 1/12/2021

Req:R104055 /Doc:DL AS258980 /Rev:30-Jun-2022 /NSW LRS /Prt:10-Nov-2026 14:06 /Seq:1 of 35
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Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	AM:40427

Land Registry Document Identification

AS258980

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP104216	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP104216

Subdivisional body

Meeting Date

09/06/2022

Added by-law No.

Details Special By-Law No. 1, 2, 3, 4 and 5

Repealed by-law No.

Details Not Applicable

Amended by-law No.

Details Not Applicable

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP104216
Signer Name	JEFFREY STEVEN MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	28/06/2022

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JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 104216

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 104216 was affixed on 27/6/22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: .....

Name(s): Janaki Dysai

Authority: Strata Manager

THE OWNERS - STRATA PLAN No. 104216 Common Seal

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Strata Plan No. 104216 – Developer By-Laws

1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of the strata scheme by conferring rights and imposing obligations on the owners and occupiers of the lots.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in the strata scheme.

The by-laws are designed to maintain the quality of the strata scheme and operate to enhance everyone's use and enjoyment of their lot and the common property.

2 Who must comply with the by-laws

Owners and occupiers of any lot and their guests and the owners corporation must comply with the by-laws.

3 Common Property Rights by-laws

3.1 Purpose of the common property rights by-law

To give the owners and occupiers of a lot exclusive rights to and privileges over part of the common property. To more fairly apportion the costs for maintaining, repairing and replacing common property, the owners benefited by a common property rights by-law are responsible for the proper maintenance of and for keeping in a state of good and serviceable repair, the common property to which the common property rights by-law refers. In the event that more than one owner benefits from a common property rights by-law, then all owners benefited must contribute to the cost of such maintenance and upkeep of the common property.

3.2 How to change a common property rights by-law

The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

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3.3 Occupiers may exercise rights

The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies and principal certifying authorities to comply with the obligations of the owner under the common property rights by-law.

3.4 Repairing damage

The owner of a lot which has the benefit of a common property rights by-law must repair damage cause by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

3.5 Indemnities

The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

3.6 Additional insurances

In addition to their obligations under these by-laws, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's right under the by-law.

4 Requirements if you lease your lot

If you lease or license your lot, you must:

1. Provide your tenant or licensee with an up-to-date copy of the by-laws and the strata development contract;
2. Ensure that your tenant or licensee and their visitors comply with the by-laws; and
3. Take all action available to you, including action under the lease or licence agreement, to make them comply or leave the lot.

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5 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

6 Changes to common property

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
    a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
    b. any screen or other device to prevent entry of animals or insects on the lot, or
    c. any structure or device to prevent harm to children.
2. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
3. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
4. The owner of a lot must:
    a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
    b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot

7 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
2. use for his or her own purposes as a garden any portion of the common property.

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8 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

9 Keeping of animals

9.1 Subject to this by-law:

If you are the owner or occupier of a lot you may keep:

1. Fish in an indoor aquarium; or
2. 1 (one) caged bird; or
3. 1 (one) cat; or
4. 1 (one) dog ; or
5. An assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.2 When will you need consent?

You must have consent from the owners corporation to keep other types or numbers of animals not approved under this by-law The owners corporation must not unreasonably withhold its consent and must give an owner or occupier written reasons for any refusal to grant approval.

9.3 Obligations of owners in notifying the owners corporation

An owner or occupier of a lot who keeps an assistance animal on the lot must provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

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An owner or occupier of a lot must give the owners corporation written notice of all animals that are being kept on the lot not later than 14 days after the animal commences to be kept on the lot

9.4 Keeping an animal register

The owners corporation must keep a register of all animals kept on all lots

9.5 Keeping of Dogs

If you are the owner or occupier of a lot and you keep a dog:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It cannot be a restricted or dangerous dog as set out in the Companion Animals Act 1998 (NSW)
3. It must be de-sexed

9.6 Keeping of Cats

If you are the owner or occupier of a lot and you keep a cat:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It must be de-sexed

9.7 Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (e.g. to transport it out of the building), you must restrain it (e.g. by leash or pet cage) and control it at all times.

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9.8 Your responsibilities

You are responsible for:

1. Keeping the animal within your lot and
2. Any noise your animal makes which causes unreasonable disturbance; and
3. Damage to or loss of property or injury to any person caused by your animal; and
4. To clean up after your animal

9.9 Your visitors

You must not allow your visitors to bring animals into the lot unless the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.10 Conditions for keeping an animal

The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:

1. It becomes offensive, vicious, aggressive, noisy or a nuisance to other owners or occupiers;
2. Your animal unreasonably interferes with the peace, comfort, or convenience of any person in any other lot of the strata scheme
3. You do not comply with your obligations under this by-law;
4. You breach a condition made by the owners corporation when it gave you consent to keep the animal

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10 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

11 Behaviour of owners, occupiers and invitees

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
    a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
    b. without limiting paragraph (a), that invitees comply with clause (1).

12 Children playing on common property

1. Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
2. An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

13 Smoke penetration

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

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14 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

15 Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16 Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 18.

17 Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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18 Hanging out of washing

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
3. In this by-law:

'washing' includes any clothing, towel, bedding or other article of a similar type.

19 Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
    a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
    b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
6. An owner or occupier of a lot must place the bins within the approved area designated for waste collection no earlier than 2pm the day before its scheduled collection time (being the time at which waste is normally collected) and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins no later than 7pm on the day of collection.
7. An owner or occupier of a lot is solely responsible for the transfer of the bin to and from the approved area designated for waste collection.
8. An owner or occupier of a lot must not locate or place the bins within the approved area designated for waste collection outside the time period described in clause (6).

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9. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
10. The owners corporation may give directions on the handling of waste that are consistent with the local council's requirements by:
    a. Posting signs on the common property setting out those directions, or
    b. Giving notices setting out those directions in writing to owners or occupiers of lots.
11. The owners corporation must ensure that the directions referred to in clause (10) are provided to all new owners and occupiers of lots in writing.
12. All line marking and sign posting as shown in the garbage plan in Annexure A must be maintained by the owners Corporation and clear legibility of all line marking and sign posting must be maintained.
13. An owner or occupier of a lot must place all bulky waste within the approved area for communal bulky waste storage & collection. An owner or occupier of a lot must only place whitegoods and large household items within the approved area for communal bulky waste storage & collection, the evening before the date allocated by the local council for collection of such items.
14. Material left as household clean up items in the approved area for communal waste storage & collection area must satisfy the local council requirements otherwise the disposal of such waste becomes the responsibility of the owners corporation.
15. In this by-law:

'approved area designated for waste collection' means, the bin collection areas as designated on the strata plan and shown on the garbage plan in Annexure A, each which will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly from the property on collection day.

'approved area for communal bulky waste storage & collection' means the bulky waste collection area as allocated by Blacktown City Council which will accommodate a communal bulky waste storage area for the collection of unwanted bulky waste items such as lounges, fridge's and freezers etc.

'bin' includes any receptacle for waste.

'waste' includes garbage and recyclable material.

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20 Change in use or occupation of lot to be notified

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
2. Without limiting clause (1), the following changes of use must be notified:
    a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
    b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

21. Compliance with planning and other requirements

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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22. Responsibility of maintenance, repair or replacement

Clause 22 shall take precedence over all other by-laws in respect to the maintenance, repair o replacement of common property if there is a dispute.

22.1 Owners corporation responsibilities for maintenance, repair o replacement

1. Balcony and courtyards	a) columns and railings b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) balcony ceilings (including painting) d) security doors, other than those installed by an owner after registration of the strata plan e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan f) common wall fencing, shown as a thick line on the strata plan g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land h) awnings within common property outside the cubic space of a balcony or courtyard i) walls of planter boxes shown by a thick line on the strata plan that part of a tree which exists within common property j) that part of a tree which exists within common property
2. Ceiling/Roof	a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility) b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility) c) guttering d) membranes

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3. Electrical	a)	air conditioning systems serving more than one lot
	b)	automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
	c)	fuses and fuse board in meter room
	d)	intercom handset and wiring serving more than one lot
	e)	electrical wiring serving more than one lot
	f)	light fittings serving more than one lot
	g)	power point sockets serving more than one lot
	h)	smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*)
	i)	telephone, television, internet and cable wiring within common property walls
	j)	television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
	k)	lifts and lift operating systems
4. Entrance door	a)	original door lock or its subsequent replacement
	b)	entrance door to a lot including all door furniture and automatic closer
	c)	security doors, other than those installed by an owner after registration of the strata plan
5. Floor	a)	original floorboards or parquetry flooring affixed to common property floors
	b)	mezzanines and stairs within lots, if shown as a separate level in the strata plan
	c)	original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
	d)	sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

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6. General	a) common property walls b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) any door in a common property wall (including all original door furniture) d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan f) ducting cover or structure covering a service that serves more than one lot or the common property g) ducting for the purposes of carrying pipes servicing more than one lot h) exhaust fans outside the lot i) hot water service located outside of the boundary of any lot or where that service serves more than one lot j) letter boxes within common property k) swimming pool and associated equipment
7. Parking/Garage	a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	a) floor drain or sewer in common property b) pipes within common property wall, floor or ceiling c) main stopcock to unit d) storm water and on-site detention systems below ground

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9. Windows	a) windows in common property walls, including window furniture, sash cord and window seal b) insect-screens, other than those installed by an owner after the registration of the strata plan c) original lock or other lock if subsequently replacement by the owners corporation

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22.2 Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	a) air conditioning systems, whether inside or outside of a lot, which serve only that lot b) fuses and fuse boards within the lot and serving only that lot c) in-sink food waste disposal systems and water filtration systems d) electrical wiring in non-common property walls within a lot and serving only that lot e) light fittings, light switches and power point sockets within the lot serving only that lot f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot g) telephone, television, internet and cable service and connection sockets h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	a) door locks additional to the original lock (or subsequent replacement of the original lock) b) keys, security cards and access passes
5. Floor	a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan b) lacquer and staining on surface of floorboards or parquetry flooring c) internal carpeting and floor coverings, unfixed floating floors d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

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6. General	a) internal (non-common property) walls b) paintwork inside the lot (including ceiling and entrance door) c) built in wardrobes, cupboards, shelving d) dishwasher e) stove f) washing machine and clothes dryer g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) h) internal doors (including door furniture i) skirting and architraves on non-common property walls j) tiles and associated waterproofing affixed to non-common property walls k) letterbox within a lot l) pavers installed within the lot's boundaries m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	a) garage door remote controller b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary c) light fittings inside the lot where the light is used exclusively for the lot d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies
8. Plumbing	a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall b) pipes and 'S' bend beneath sink, laundry tub or hand basin c) sink, laundry tub and hand basin d) toilet bowl and cistern e) bath f) shower screen g) bathroom cabinet and mirror h) taps and any associated hardware
9. Windows	a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) b) locks additional to the original (or any lock replaced by an owner) c) window lock keys

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23. Annexure A



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Additional By-Laws

Special By-Law No. 1 - Solar Panel Works (All Lots) (Added)

Part 1: Preamble

1.1 The purpose of this by-law is to permit each and every owner a right to carry out solar panel works, subject to the terms of the by-law.

Part 2: Definitions and Interpretation

2.1 In this by-law:

(a) **Act** means the *Strata Schemes Management Act 2015;*

(b) **Authority** means any government, statutory or public authority having any jurisdiction over the Lot;

(c) **Law** means all laws, acts, regulations, the Australian Standards and the Building Code of Australia;

(d) **Lot** means each and every lot in the strata scheme;

(e) **Owner** means the owner of the lot from time to time; and

(f) ***Solar Panel Works*** means the replacement of existing or installation of a new solar panel system, including but not limited to any screwing, drilling and installing new cables, wiring and conduits,

Where relevant *Solar Panel Works* means the Solar Panel Works that service an owner's lot;

2.2 In this by-law:

(a) any terms in the by-law will have the same meaning as those defined in the Act;

(b) references to legislation include references to amending and replacing legislation;

(c) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and

(d) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3: Grant of right

3.1 The owners corporation grants to the Owner, subject to the terms of this by-law:

(a) a special privilege to the Owner to perform the Solar Panel Works; and

(b) exclusive use of the part of the common property as is reasonably required to keep and use their Lot's Solar Panel Works.

Part 4: Conditions

4.1 Before the commencement of any Solar Panel Works, the Owner must:

(a) give at least 14 days' notice;

(b) provide to the owners corporation copies of any plans, diagrams or scope of works describing the Solar Panel Works, if requested by the owners corporation;

(c) obtain any local council consents as reasonably required; and

(d) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

4.2 During the performance of any Solar Panel Works, the Owner must:

(a) ensure the Solar Panel Works are carried in a competent and proper manner, in compliance with all Laws and by qualified and licensed tradespersons;

(b) comply with any conditions stipulated in the local council consent (if applicable);

(c) cause as little disruption and nuisance as possible to other Owners and occupiers of the strata scheme;

(d) only work between the hours of 7am to 5pm Monday to Saturday, or as otherwise permitted by the local council consent;

(e) not store any items on common property, unless written consent is obtained from the strata committee; and

(f) comply with any reasonable directions of the owners corporation including in relation to removal of debris, transportation of materials, protection of the building and vehicular access to and from the strata scheme.

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4.3 The Owner at their own cost must:

(a) promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Solar Panel Works;

(i) any holes or penetrations are at all times adequately sealed and waterproofed;

(ii) the Solar Panel Works are in a suitable location recommended by the owners corporation; and

(iii) the Solar Panel Works are in keeping with the external appearance, style and colour of the building.

Part 5: Ongoing obligations and responsibilities

5.1 The Owner indemnifies the owners corporation in respect to any loss, damage, injury or cost caused by or arising out of their Lot's Solar Panel Works.

5.2 The Owner must properly maintain and keep in a state of good and serviceable repair their Lot's Solar Panel Works, including all common property forming part of or altered by the Solar Panel Works.

Part 6: Breach

If an Owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

6.1 rectify the breach;

6.2 access the offending Lot at reasonable times and on notice in order to rectify the breach; and

6.3 recover from the Owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

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Special By-Law No. 2 - Pergola Works (All Lots) (Added)

Part 1: Preamble

1.1 The purpose of this by-law is to permit each and every owner a right to carry out Pergola Works, pursuant to the terms of the by-law.

Part 2: Definitions and Interpretation

2.1 In this by-law:

(a) **Act** means the *Strata Schemes Management Act 2015;*

(b) **Authority** means any government, statutory or public authority having any jurisdiction over the Lot;

(c) **Law** means all laws, acts, regulations, the Australian Standards and the Building Code of Australia;

(d) **Lot** means each and every lot in the strata scheme;

(e) **Owner** means the respective owner of the lot from time to time; and

(f) **Pergola Works** means the replacement of existing or installation of a new pergola to be located on the rear courtyard of the Lot, including the erection of the frame and any drilling.

Where relevant *Pergola Works* means the Pergola Works that service an Owner's Lot

2.2 In this by-law:

(a) any terms in the by-law will have the same meaning as those defined in the Act;

(b) references to legislation include references to amending and replacing legislation;

(c) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and

(d) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3: Grant of right

3.1 The owners corporation grants to the Owner, subject to the terms of this by-law:

(a) a special privilege to the Owner to perform the Pergola Works; and

(b) exclusive use of the part of the common property as is reasonably required to keep and use their Lot's Pergola Works.

Part 4: Conditions

4.1 Before the commencement of any Pergola Works, the Owner must:

(a) give at least 14 days' notice;

(b) provide to the owners corporation copies of any plans, diagrams or scope of works describing the Pergola Works;

(c) obtain any local council consents as reasonably required; and

(d) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

4.2 During the performance of any Pergola Works, the Owner must:

(a) ensure the Pergola Works are carried in a competent and proper manner, in compliance with all Laws and by qualified and licensed tradespersons;

(b) comply with any conditions stipulated in the local council consent (if applicable);

(c) cause as little disruption and nuisance as possible to other Owners and occupiers of the strata scheme;

(d) only work between the hours of 7am to 5pm Monday to Saturday, or as otherwise permitted by the local council consent;

(e) not store any items on common property, unless written consent is obtained from the strata committee; and

(f) comply with any reasonable directions of the owners corporation including in relation to removal of debris, transportation of materials, protection of the building, vehicular access to and from the strata scheme and style/size/colour of pergola.

4.3 Upon completion of the Pergola Works, the Owner must promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Pergola Works.

4.4 The Owner at their own cost must ensure the Pergola Works are in keeping with the external appearance, style and colour of the building.

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Part 5: Ongoing obligations and responsibilities

5.1 The Owner indemnifies the owners corporation in respect to any loss, damage, injury or cost caused by or arising out of the Pergola Works.

5.2 The Owner must properly maintain and keep in a state of good and serviceable repair the Pergola Works, including any associated common property forming part of or altered by those Pergola Works and any fixtures or fittings comprised in the common property.

Part 6: Breach

If an Owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

6.1 rectify the breach;

6.2 access the offending Lot at reasonable times and on notice in order to rectify the breach; and

6.3 recover from the Owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

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Special By-Law No. 3 - Minor Renovations (Added)

Part 1: Introduction

1.1 The purpose of this by-law is to permit certain works (minor renovations) and delegate approval functions to the strata committee, subject to the terms of the by-law.

Part 2: Definitions and Interpretation

2.1 In this by-law:

(a) **Act** means the *Strata Schemes Management Act 2015;*

(b) **Excluded Work** means the work described in section 110(7)(a)-(g) of the Act, which cannot be a minor renovation for the purposes of section 110, which is:

(i) work that consists of cosmetic work for the purposes of section 109 of the Act;

(ii) work involving structural changes;

(iii) work that changes the external appearance of a lot, including the installation of an external access ramp;

(iv) work involving waterproofing;

(v) work for which consent or another approval is required under any other Act;

(vi) work that is authorised by a by-law made under the Act or a common property rights by-law; and

(vii) any other work prescribed by the Regulations for the purpose of this subsection,

(c) **Lot** means each and every lot in the strata scheme;

(d) **Occupier** means the occupier of a Lot from time to time;

(e) **Owner** means the respective owner of a Lot from time to time; and

(f) **Regulations** means the *Strata Scheme Management Regulations 2016*.

2.2 In this by-law:

(a) any terms in the by-law will have the same meaning as those defined in the Act;

(b) references to legislation include references to amending and replacing legislation;

(c) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and

(d) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable, but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3: Minor renovations

3.1 In accordance with section 110(3) of the Act and clause 28 of the Regulations, certain works are prescribed as minor renovations, which are:

(a) renovating a kitchen;

(b) changing recessed light fittings;

(c) installing or replacing wood or other hard floors or removing carpet or other soft floor coverings;

(d) installing or replacing wiring or cabling or power or access points;

(e) work involving reconfiguring walls (except where there are structural changes);

(f) installing a rainwater tank;

(g) installing a clothesline;

(h) installing a reverse cycle air conditioner, as long as it does not change the external appearance of a Lot;

(i) installing double or triple glazed windows;

(j) installing a heat pump; or

(k) installing ceiling insulation.

3.2 Under section 110(6)(a) of the Act, the owners corporation is permitted to make additional work a minor renovation by way of a by-law.

3.3 Excluded Works, under section 110(7) of the Act are those which cannot be deemed a minor renovation.

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3.4 This by-law provides the deems the following works to be minor renovation for the purposes of section 110 of the Act:

(a) to the extent possible, all work which is not Excluded Work; and

(b) the following work to common property in connection with an Owner's Lot, as long as the work does not change the external appearance of a lot:

(i) work involving or affecting the plumbing or exhaust system of a building in a strata scheme, and other plumbing in and around a Lot;

(ii) installing recessed light fittings;

(iii) work that affects the strata scheme's fire safety systems; and

(iv) installing a new hot water service, including a gas continuous flow hot water system.

Part 4: Authority to strata committee

4.1 The owners corporation by virtue of this by-law delegates its functions under section 110 of the Act to the strata committee, including but not limited to:

(a) passing resolutions to give approval to applications from owners to carry out minor renovations; and

(b) imposing reasonable conditions in accordance with section 110(2) of the Act.

Part 5: Conditions of minor renovations

Before commencement of the Works

5.1 Before the commencement of any minor renovations, an Owner must:

(a) give at least 14 days' notice;

(b) obtain any local council consents as reasonably required;

(c) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance; and

(d) if the work involves reconfiguring internal walls or core drilling, provide to the owners corporation a written report from a structural engineer either:

(i) confirming that the work will not impact the structural integrity of the building; or

(ii) recommending what structural work must be performed to maintain the building's structural integrity.

During the Works

5.2 During the performance of any minor renovations, an Owner must:

(a) ensure the Works are carried in a competent and proper manner, in compliance with all Laws and by qualified and licensed tradespersons;

(b) comply with any conditions stipulated in the local council consent (if applicable);

(c) cause as little disruption and nuisance as possible to other Owners and occupiers of the strata scheme;

(d) only work between the hours of 7am to 6pm Monday to Friday and only use noisy equipment from 9am to 5pm and in both cases not work on Sundays or public holidays, or as otherwise permitted by the local council consent;

(e) not store any items on common property, unless written consent is obtained from the strata committee;

(f) comply with any reasonable directions of the owners corporation including in relation to removal of debris, transportation of materials, protection of the building and vehicular access to and from the strata scheme;

(g) comply with any reasonable conditions forming part of an approval of minor renovations pursuant to section 110(2) of the Act; and

(h) comply with the requirements of section 110(5) of the Act.

Part 6: Ongoing obligations and responsibilities

6.1 The Owner at his or her cost must promptly make good any damage to the common property

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or any other Lot in the strata scheme caused by or arising out of their Lot's minor renovations.

6.2 The Owner indemnifies the owners corporation in respect to any loss, damage, injury or cost caused by or arising out of their Lot's minor renovations.

6.3 The Owner must properly maintain and keep in a state of good and serviceable repair their Lot's minor renovations, including any associated common property forming part of or altered by those minor renovations and any fixtures or fittings comprised in the common property.

Part 7: Breach

If an Owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

7.1 rectify the breach;

7.2 access the offending Lot at reasonable times and on notice in order to rectify the breach; and

7.3 recover from the Owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

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Special By-Law No. 4 - Recovery of Costs (Added)

Part 1: Introduction

1.1. The purpose of this by-law is to allow the owners corporation to enforce the prohibition of certain acts and enabling the owners corporation to recover certain costs, subject to the terms of the by-law.

Part 2: Definitions and Interpretation

1.1 In this by-law:

(a) Act means the *Strata Schemes Management Act 2015*;
(b) Authority means any government, statutory or public authority having any jurisdiction over the Lot;
(c) Debt means any amount payable to the owners corporation under this by-law;
(d) False Fire Alarm means setting off a fire alarm (including a false fire alarm) so that the fire brigade or other organisation or Authority:
(i) is required to attend the strata scheme (including any lot or common property); and
(ii) charges the owners corporation a fee for that attendance,
(e) Lot means each and every lot in the strata scheme;
(f) Occupier means the occupier of the lot from time to time;
(g) Owner means the respective owner of a Lot from time to time;
(h) Personal Items or Effects means, without limitation, any personal belongings, shoes, toys, furniture and other items;
(i) Person Responsible means, at the owners corporation's discretion:
(i) the person who has breached clause 3.1, 3.2 or 3.3; or
(ii) an owner who is in breach of clause 3.4 by failing to use the necessary reasonable endeavours,
(j) Regulations means the *Strata Schemes Management Regulations 2016*; and
(k) Rubbish means any material, item, good or object.

1.2 In this by-law:

(a) any terms in the by-law will have the same meaning as those defined in the Act;
(b) references to legislation include references to amending and replacing legislation;
(c) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
(d) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3: Certain prohibited actions

3.1 An Owner or Occupier must not dump, dispose, toss or leave any Rubbish or Personal Items or Effects on common property.
3.2 An Owner or Occupier must not damage any common property in any way, by their acts or omissions.
3.3 An Owner or Occupier must not trigger a False Fire Alarm.
3.4 An Owner must take all reasonable steps to ensure that the Occupiers, invitees, assignees and contractors do not:
(a) dump, dispose or leave any Rubbish on common property;
(b) damage common property; or
(c) trigger a False Fire Alarm.

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Part 4: Event of breach

If an Owner or Occupier breaches this by-law, the owners corporation may:

4.1 if the breach is of clause 3.1, 3.2, 3.4(a) or 3.4(b), recover from the Person Responsible the charge issued to the owners corporation for the disposal of that Rubbish or Personal Effect on common property;

4.2 if the breach is of clause 3.3 or 3.4(c), recover from the Person Responsible the charge issued to the owners corporation for that False Fire Alarm;

4.3 if the breach is of clause 3.2 or 3.4(b), recover from the Person Responsible its costs or damages flowing from that breach including:

(a) the cost of repairing the damaged common property;

(b) any amount payable to the owners corporation's insurer, such as any excess or increased premiums;

and the expenses of recovering those costs.

Part 5: Action against abandoned goods

5.1 Notwithstanding the provisions of the by-law, the owners corporation may take action in accordance the *Uncollected Goods Act 1995.*

Part 6: Recovery

6.1 A Debt will be recoverable in the same manner as unpaid contributions.

6.2 A Debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the Debt, bear interest at the same rate as unpaid contribution under section 85 of the Act.

6.3 The owners corporation may recover all of its expenses of recovering a Debt on an indemnity basis.

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Special By-Law No. 5 - Absolution of Lock Maintenance (Added)

Part 1: Introduction

1.1 The purpose of this by-law is to make all lot owners responsible for certain locks within their lot and adjoining common property and absolve the owners corporation of any responsibility, subject to the terms of the by-law.

Part 2: Definitions and Interpretation

2.1 In this by-law:

(a) **Act** means the *Strata Schemes Management Act 2015;*

(b) **Authority** means any government, statutory or public authority having any jurisdiction over the Lot;

(c) **Lot** means each and every lot in the strata scheme;

(d) **Locks** means any lock, barrel or other securing device used to close a door or window (excluding window safety devices), including the main door; and

(e) **Owner** means the respective owner of a Lot from time to time.

2.2 In this by-law:

(a) any terms in the by-law will have the same meaning as those defined in the Act;

(b) references to legislation include references to amending and replacing legislation;

(c) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and

(d) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3: Grant of right

3.1 The owners corporation grants to each Owner a right of exclusive use of their Lot's Locks.

Part 4: Conditions

4.1 An Owner must properly maintain and keep in a state of good serviceable repair their Lot's Locks.

4.2 For the avoidance of doubt, all obligations associated with the respective Lot's Locks will be transferred from the owners corporation to that Lot Owner, upon registration of the by-law.

4.3 An Owner indemnifies the owners corporation in respect of any loss, damage, injury or cost incurred or suffered to the extent it is caused by or arising out of their Lot's Locks or a failure to maintain their Locks.

4.4 An Owner must at his or her cost promptly make good any damage to the common property or any other Lot in the strata scheme caused by or arising out of a breach of clause 4.1.

Part 5: Breach

If an Owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

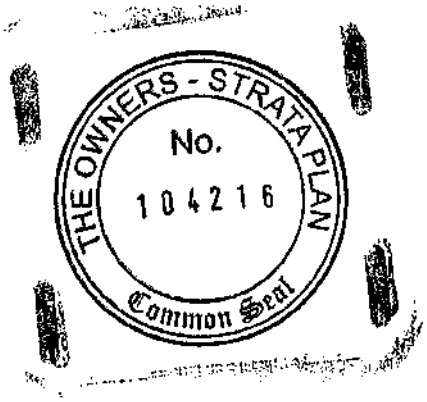
5.1 rectify the breach;

5.2 access the offending Lot at reasonable times and on notice in order to rectify the breach; and

5.3 recover from the Owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

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EXECUTION FORM



The seal of The Owners - Strata Plan No. 104216 was affixed on 27/6/22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: .....

Name(s): Tanaki Dusi

Authority: Strata Manager

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 104216 was affixed on 27/6/22 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Tanaki Desai Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 104216 Common Seal

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property
CP/SP104216

(B) **LODGED BY**

Document Collection Box	Name Company JS Mueller & Co Address 1st Floor, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail Contact Number 02 9562 1266 Customer Account Number Reference 40427	CODE CH

(C) The Owner-Strata Plan No. 104216 certify that a special resolution was passed on 09/06/2022

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. Not Applicable
Added by-law No. Special By-Law No. 1, 2, 3, 4 and 5
Amended by-law No. Not Applicable
as fully set out below :

See Annexure "A" hereto

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 104216 was affixed on 27/6/22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :
Name : Tomaki Dysel
Authority : Strata Manager

Signature :
Name :
Authority :

THE OWNERS - STRATA PLAN No. 104216 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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

ABK LAWYERS

401/586-592 MOWBRAY ROAD W

LANE COVE NORTH NSW 2066

Your reference BHAWANI POUDEL

Certificate details

Certificate no.	PL2026/12779	**Fee**	**$74.00**
Date issued	09 November 2026	**Urgency fee**	**N/A**
Receipt no	ReceiptNo		

Property information

Property ID	401843	**Land ID**	400157
Legal description	LOT 28 SP 104216		
Address	12 ANSTEY 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

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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.

Yes/**No**

9.3 The flooding precincts are shown on Maps online, within the layer titled “Flooding Precincts”.

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

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

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

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

10.1 Land slip

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

10.2 Bush fire

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

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

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

10.3 Tidal inundation

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

10.4 Subsidence

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

10.5 Acid sulfate soils

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

10.6 Contamination

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

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

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

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

10.7 Aircraft noise

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

10.8 Salinity

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

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

10.9 Coastal hazards

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

10.10 Sea level rise

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

10.11 Other risks

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

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

11. Bushfire prone land

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

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

The updated maps reflect the NSW Rural Fire Services requirements and certified by the Commissioner of the NSW RFS under Environmental Planning and Assessment Act 1979, section10.3(2). The maps are consistent with Planning for Bushfire Protection 2019. https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0005/174272/Planning-for-Bush-Fire-Protection-2019.pdf

While we update our maps, please refer to the following online maps published by NSW Rural Fire Services (RFS) to seek more information if your land is in a bush fire prone area.

https://www.rfs.nsw.gov.au/plan-and-prepare/building-on-bush-fire-prone-land/bush-fire-prone-land/check-bfpl

12. Loose-fill asbestos insulation

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

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

13. Mine subsidence

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

14. Paper subdivision information

14.1 Development plan adopted

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

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

14.2 Development plan adopted – subject to ballot

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

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

14.3 Subdivision order

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

The land is not subject to a subdivision order.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

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

17. Biodiversity certified land

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

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

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 Bungarribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website: https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021

20.4 On the Public safety area map:

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

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

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

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

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

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

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

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

22.1 Site compatibility certificate

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

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

22.2 SEPP Housing - conditions of consent

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

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

22.3 SEPP Affordable rental housing - conditions of consent

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

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: https://www.nswlrs.com.au/

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

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

23.1 Significant contamination

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

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

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

23.2 Management order

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

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

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

23.3 Voluntary management proposal

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

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

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

23.4 Maintenance order

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

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

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

23.5 Site audit statement

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

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

24. Water or sewerage services

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

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

Note—

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

25. Special entertainment precincts

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

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

26. Interim development in future infrastructure corridors

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

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

End of certificate

Terry West Building Approvals & Consultants Pty Ltd

A.C.N. 084953186

48 / 9 Hoyle Avenue, Castle Hill 2154
P.O. Box 255, Winston Hills 2153
Website - www.twba.com.au

Phone - 9659 0593
Fax - 9659 0585
Email - info@twba.com.au

A.B.N. 36084953186

FINAL OCCUPATION CERTIFICATE

No. 57 / 2022

Environmental Planning and Assessment Act 1979

Sections 109C (1) (c) and 109 (H)

TO:

Raj & Jai 1 Pty Ltd
137 Gilba Road,
Girraween 2145

COPY TO:

The General Manager
Blacktown City Council
P.O. Box 63,
Blacktown 2148

Being the applicant in respect of the development of the land described as follows:

Subject Premises: Lot 3, D.P. 1258818, No. 124 Cranbourne Street, Riverstone

Development Details: Erection of Thirty-Seven (37) Dwellings with associated Garages

Development Consent No.: 17-00852,
Section 4.55 Modification No. MOD-18-00210,
L & E Court Modification File No. 2019 / 98867 &
Section 4.56 Modification No. MOD-20-00429

Date: 12th February 2018,
Section 4.55 Modification Date 24th August 2018,
L & E Court Modification Date 7th May 2019 &
Section 4.56 Modification Date 30th June 2021

Construction Certificate No.: T.W.B.A./ C.C No. 379 / 2020 &
Modified C.C. No. 379A / 2020

Date: 27th October 2020 &
Modified C.C. Date 12th July 2021

B.C.A Classification: Dwellings – Class 1a
Garages – Class 10a

CERTIFICATION

- T.W.B.A. has been appointed under Section 109E of the Act.
- A current development consent is in force for the building.
- A current construction certificate has been issued with a respect to the plans and specifications for the building work that has been carried out.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Yours sincerely,

Timothy West
Terry West Building Approvals & Consultants Pty Ltd
Accreditation Number BDC0784
4th April 2022



icare™ | HBCF

Certificate in respect of insurance for residential building work

Policy No: HBCF20064545 **Policy Date:** 01/12/2020

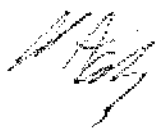
A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Multiple Dwellings Construction (<= 3 storeys)
Description of construction as advised by builder^	Construction 37 Units, 2-storey multi-dwellings. Lot 3 on Site Plan
At	Unit 28 Units 1 - 37 124 Cranebourne Street Riverstone New South Wales 2765
Site plan number^	NA
Site plan type^	NA
Homeowner	Raj and Jai 1 PTY LTD
Carried out by	RAJ & JAI CONSTRUCTION PTY LTD
Licence number	179473C
Builder job number^	
Contract amount^	$5,690,000.00
Contract date^	30/11/2020
Premium paid	$136,493.43
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$163,655.62

^Additional Information

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

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

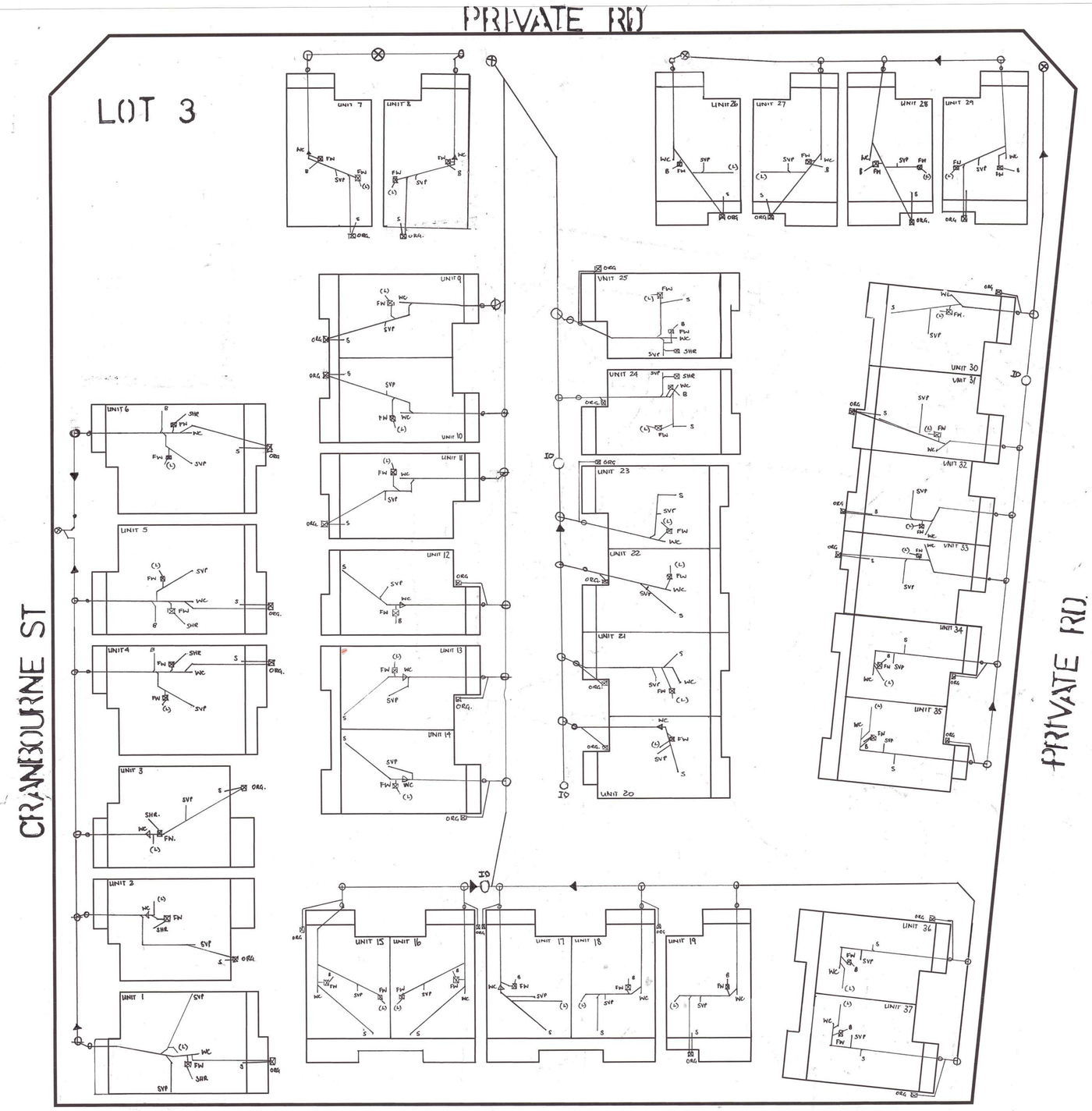


Certificate No: HBCF20064545-28 **Issued on:** 01/12/2020

Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.



SEWER SERVICE DIAGRAM

Lot No. 3 DP No. 1265699 House No. 124
SUBURB OF RIVERSTONE
Licence No. EVAN GRAHAM : 459055.
SCALE 1:200 SSD No.
Now / COC No. E232206 Date 10·3·22

Street CRANBOURNE ST
LGA. BLACKTOWN

Signature:

NOTES:
- This diagram was supplied by the plumber/drainer whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

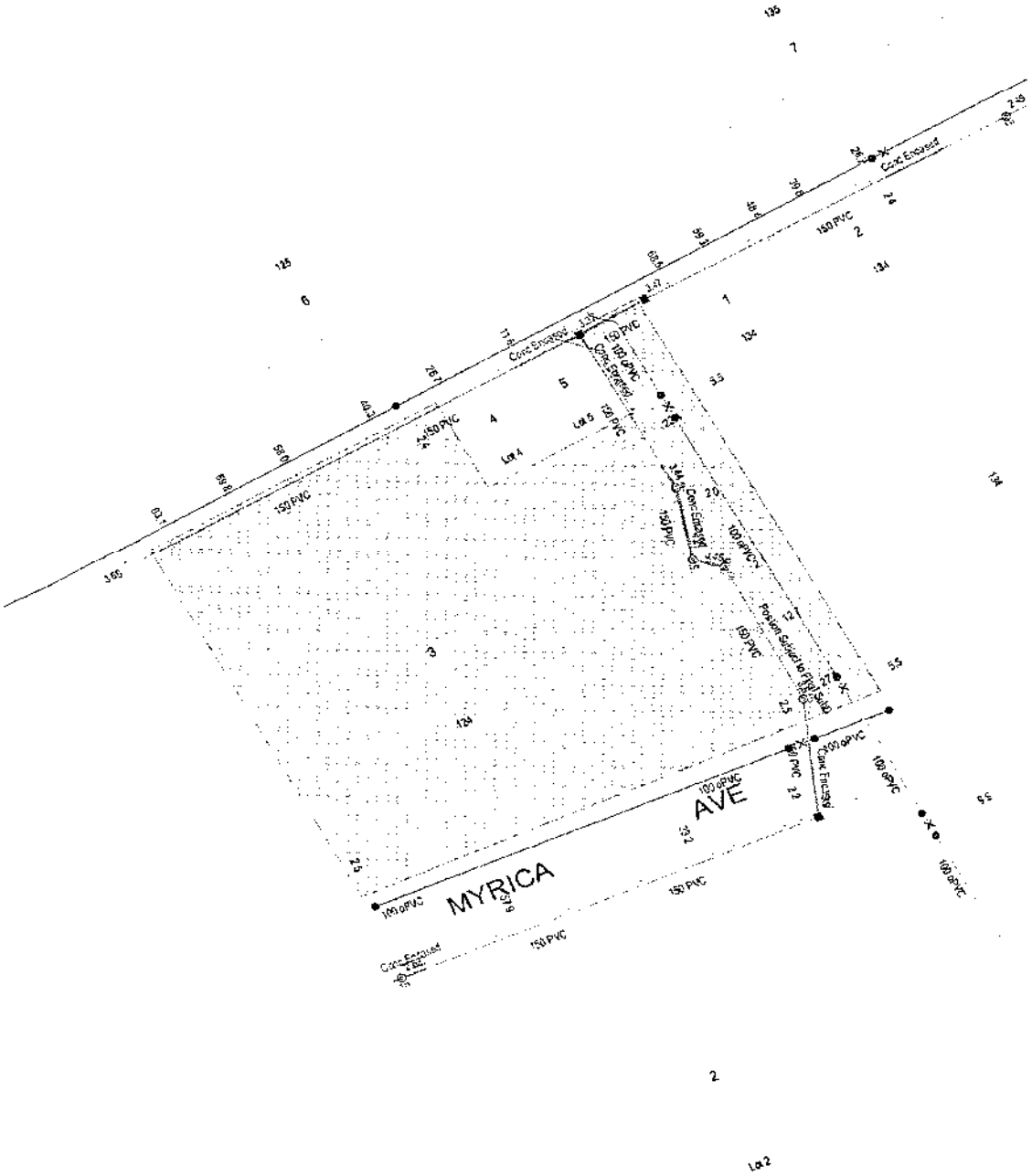
	Boundary Trap	AAV	Air Admitance Valve	BS	Sink (bar)	Chr	Chamber
	Inspection Shaft	B	Basin	(L)	Trough (laundry)	Pit	Pit
	Inspection Opening	Bth	Bath Waste	WC	Water Closet	G	Grease Interceptor
ORG	Gully	Bid	Bidet	Vert	Vertical Pipe		Pump Unit
FW		CO	Clean Out	WS	Waste Stack	OTS	Onsite Treatment System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

© State of New South Wales through NSW Fair Trading April 2014

Sydney WATER

Service Location Print

Application Number: 8001105138



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

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.3
- Concrete Encased Section
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0682
- Sewer Rehabilitation

Pressure Sewer

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

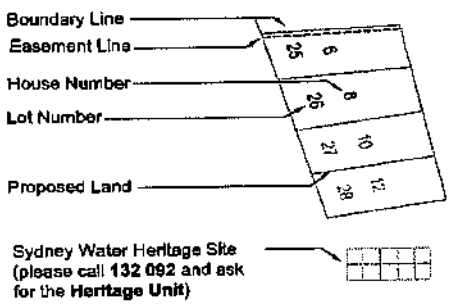
Vacuum Sewer

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

Stormwater

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

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

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

Private Mains

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

Disclaimer
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Sydney WATER

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.

Sydney WATER

27 September 2021

Infotrack Pty Limited

Reference number: **8001084401**

Property address: **124 Cranbourne St 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.

Yours sincerely

Greg Staveley
Manager Business Customers

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?

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(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 or 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.

The Bathla Group

Contact Us :- 1300 341 760
info@bathla.com.au
137 Gilba Road Girraween NSW 2145

124 CRANBOURNE ST RIVERSTONE - LOT 3

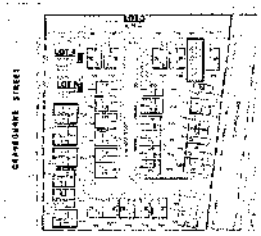
UNIT 28

12 ANSTEY GLADE

4 BEDROOM

2 BATH

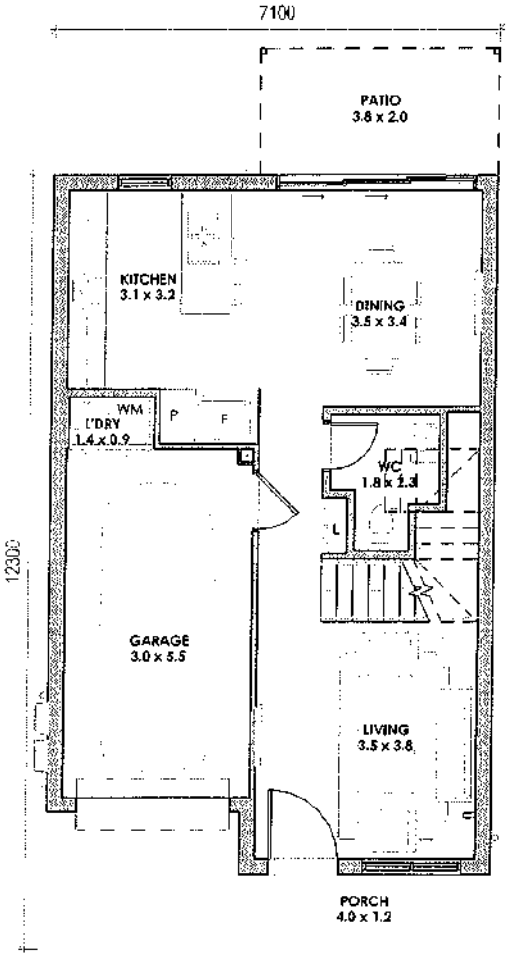
2 CAR SPACE



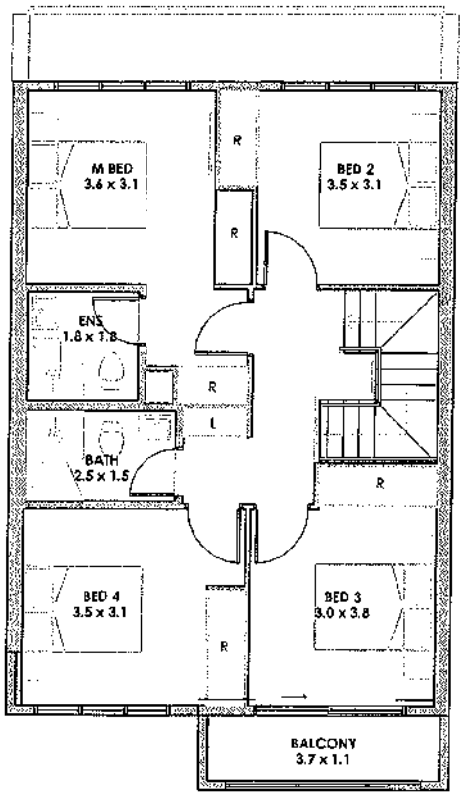
SITE PLAN SITE NORTH

KEY FEATURES:

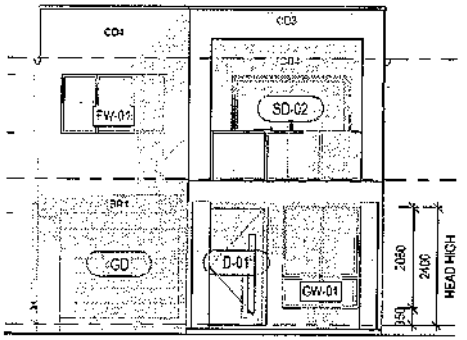
1. ULTRA MODERN KITCHEN & BATH
2. ENERGY - EFFICIENT APPLIANCES
3. INNOVATIVE DESIGN
4. STEPS MAY BE INTRODUCED IN THE HOUSE & PLANS MAY BE MODIFIED A BIT, DEPENDING ON THE SITE LEVELS.
5. ELEVATIONS ARE INDICATIVE ONLY.



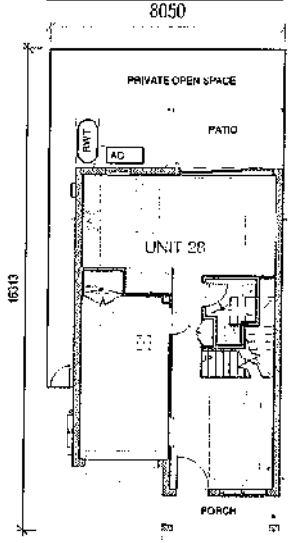
GROUND FLOOR PLAN



FIRST FLOOR PLAN



CONCEPTUAL ELEVATION



LOT PLAN

UNIT - NORTH

	GROUND FLOOR (INC. GARAGE & PORCH)	FIRST FLOOR (INC. BALCONY IF SHOWN IN PLAN)	P.O.S(approx) (PRIVATE OPEN SPACE) (UNCOVERED)	EXTRA CAR SPACE	TOTAL AREA
4 2 1 1	81 sq.m	76 sq.m	39 sq.m	19 sq.m	215 sq.m

Area Calculation is based on Approved Gross Floor Area. Final Strata Area may differ as STRATA doesn't calculate the external walls.

DISCLAIMER:-
THIS PLAN IS ONLY FOR ILLUSTRATIVE PURPOSE AND FOR MARKETING PURPOSE.AREAS ARE INDICATIVE AND SUBJECT TO FURTHER CHANGE AS PER UNITS. DRIVEWAYS MAY CHANGE/FLIP AS PER UNIT SELECTED. PRIVATE OPEN SPACE AREA WILL DIFFER UNIT TO UNIT. ROOM SIZE IS INCLUDING ROBES.EXTRA CAR SPACE IS SUBJECT TO CHANGE AS ALLOTED TO DIFFERENT LOTS.WINDOWS AND DOOR SIZES ARE INDICATIVE ONLY.EASMENT CAN AFFECT THE FRONT SET BACK OF THE HOUSE. RETAINING WALLS MAY BE ADDED AS PER SITE LEVELS DURING CONSTRUCTION STAGE.