

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Victory Lease Pty Ltd ACN 153 345 665</b> <b>PO Box 776, CHATSWOOD NSW 2057</b>	<b>Phone: (02) 9884 8969</b>
vendor	<b>Yang YANG</b>	
vendor's solicitor	<b>CKW &amp; Associates Lawyers</b> <b>Suite 405, 2 Help Street, Chatswood NSW 2067</b> <b>PO Box 1752, Chatswood NSW 2057</b>	<b>Phone: (02) 8456 3499</b> <b>Email: info@ckwassociateslaw.com.au</b> <b>Fax: (02) 8088 6218</b> <b>Ref: CC:P305/25</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>25 Mowbray Street, Tallawong 2762</b>  <b>Registered Plan: Lot 1016 Plan DP 1207919</b>  <b>Folio Identifier: 1016/1207919</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Oven
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>   <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>   <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

- Land tax** is adjustable  NO  yes
- GST:** Taxable supply  NO  yes in full  yes to an extent
- Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, 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 such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 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 Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 8 Vendor's rights and obligations

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing 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 or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

25 MOWBRAY ST TALLAWONG NSW 2762

# 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 section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by paragraph 1 above, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
3. The following conditions, in addition to those prescribed by paragraphs 1 and 2 above, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase interest of a co-owner.
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

# Special Conditions

Further special conditions (the *Special Conditions*) forming part of the contract for the sale and purchase of land 2022 edition between:

<b>Vendor:</b>	
<b>Purchaser:</b>	

dated: .....

## 33. Interpretation

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33.1 In these Special Conditions:

(a) terms defined in the standard form of the “Contract for the sale and purchase of land 2022 edition” (the *Printed Conditions*) to which these Special Conditions are annexed have the meanings given in the Printed Conditions unless the context requires otherwise; and

(b) the following definition applies:

**Object** means the purchaser:

- (i) making requisitions or objections;
- (ii) claiming compensation;
- (iii) rescinding or purporting to rescind;
- (iv) calling on the vendor to amend title or bear the cost of doing so;
- (v) seeking a reduction in the price;
- (vi) refusing or delaying payment of the whole or part of the price;
- (vii) retaining the whole or part of the price;
- (viii) postponing completion; or
- (ix) avoiding obligations,

under or in connection with this contract.

33.2 To the extent of any inconsistency between the Printed Conditions and these Special Conditions, these Special Conditions prevail.

33.3 In this contract, the meaning of general words is not limited by specific examples introduced by “*include*”, “*includes*”, “*including*”, “*for example*”, “*in particular*”, “*such as*” or similar expressions.

33.4 In the event that any one or more of the provisions of this contract, or any part thereof, shall be held to be invalid, illegal or unenforceable in any respect, the offending part of the provision shall be severed from this contract and the validity, legality, or enforceability of the remaining provisions shall not in any way be effected or impaired thereby; and in particular, if any provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of the provisions of Section 52A of the *Conveyancing Act 1919* (NSW) (as amended) or the *Conveyancing (Sale of Land) Regulation 2022* (NSW), as subsequently amended, or any replacement thereof, then this contract shall be read and construed as if the offending parts or operation of the provisions are severed and the remaining provisions of this contract are preserved.

## Disclosure

- 33.5 For the purposes of the *Conveyancing Act 1919* (NSW) and the provisions of this contract referring to disclosure:
- (a) a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
  - (b) the vendor discloses all of the material appearing in the documents annexed or attached to this contract, whether or not that material is specified in the list of documents appearing on page 3 of this contract.

## 34. Amendments to the Printed Conditions

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The Printed Conditions are amended as follows:

- (a) **(requisitions)** clause 5.2.1 is deleted;
- (b) **(claims by the purchaser)** the following amendments are made in clause 7:
  - (i) clause 7.1 is deleted and replaced with the following:
    - “7.1 The vendor can *rescind* if –
      - 7.1.1 the vendor *serves* notice of intention to rescind; and
      - 7.1.2 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and”;
    - (ii) in clause 7.2.1, “10%” is replaced with “5%”; and
    - (iii) in clause 7.2.4, the words “and the costs of the purchaser” are deleted;
  - (c) **(rescission by the vendor)** clause 8.1 is deleted and replaced with the following:
    - “8.1 The vendor can *rescind* if –
      - 8.1.1 the vendor is unable or unwilling to comply with a *requisition* or claim for compensation;
      - 8.1.2 the vendor *serves* notice of intention to *rescind* which specified the *requisition* or claim for compensation; and
      - 8.1.3 the purchaser does not *serve* notice waiving the *requisition* or claim *within* 14 days after that *service*.”;
  - (d) **(disclosure)** in clauses 10.1.8 and 10.1.9, the word “substance” is replaced with “existence” and the word “disclosed” is replaced with “noted”;
  - (e) **(work orders)** the following amendments are made in clause 11:
    - (i) in clause 11.1, the word “made” is replaced with the words “delivered to the vendor”; and
    - (ii) in clause 11.2, the words “other than because of a default by the purchaser” are inserted after the word “*terminated*”;
  - (f) **(adjustment figures)** clause 14.2 is deleted and replaced with the following:
    - “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 5 business days before the date for completion.
      - 14.2.1 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

14.2.3 If the purchaser fails to provide the vendor with *adjustment figures* at least 5 *business days* before the date for completion, the purchaser must pay an additional amount of \$220.00 (GST inclusive) on completion to the vendor to cover the vendor's legal costs and associated expenses incurred in the urgent confirmation of the *adjustment figures*.

- (g) **(land tax)** the following amendments are made in clause 14.4:
- (i) in clause 14.4, the words “not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax” are deleted and replaced with “adjust any land tax and surcharge land tax (as defined in the *Land Tax Act 1956* (NSW))”; and
  - (ii) clause 14.4.2 is deleted and replaced with the following:

“14.4.2 by adjusting the amount of land tax determined by applying to the taxable value of the *property* the average rate of land tax (including, if applicable, any surcharge land tax as per the *Land Tax Act 1956* (NSW)) payable by the vendor (or, if applicable, any predecessor in title) for the relevant year.”;
- (h) **(adjustments)** clause 14.8 is deleted;
- (i) **(charge for land tax)** in clause 16.4, after the word “If”, the words “at least 7 days before the date of completion” are added and insert “The purchaser agrees that the vendor may pay the outstanding land tax on completion.” in the end of this clause;
- (j) **(settlement cheques)** clause 30.11 is deleted and, in clause 30.9, the words “cash (up to \$2,000.00) or” are deleted;
- (k) **(contributions)** the following amendments are made in clause 23:
- (i) clause 23.6.1 is replaced with the following:

“23.6.1 the vendor is liable for it if it was determined on or before the contract date provided that, if it is payable by instalments, the vendor is liable for all instalments due on or before the contract date and the purchase is liable for all instalments due after the contract date; and”; and
  - (ii) in clauses 23.9.3 and 23.9.4, the words “or before completion” are deleted;
- (l) **(information certificates)** clauses 23.13 & 23.14 are deleted;
- (m) **(voting rights)** clause 23.17.2 is deleted; and
- (n) **(unregistered plan)** clause 28 is deleted.

## **35. FIRB approval**

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- 35.1 If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) to enter into this contract, then the purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 35.2 The purchaser acknowledges and agrees that, if the warranty in paragraph 35.1 is false or untrue in any respect whatsoever, the purchaser indemnifies the vendor against any loss that the vendor may suffer as a direct or indirect result of the vendor having relied on this warranty when entering into this contract including any consequential loss that the vendor may sustain.

### 36. Building certificate

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The vendor does not hold a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) or *Local Government Act 1993* (NSW) in respect of the *property*. The vendor is not required to apply for such a building certificate nor to carry out any works or take any other actions necessary for the issue of a building certificate. This contract is not conditional upon the issue of a building certificate and the purchaser cannot Object for any reason related to a building certificate.

### 37. No survey report

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The purchaser acknowledges that the vendor does not have a current survey report relating to the *property*. The purchaser cannot Object in respect of any encroachment by any dividing fences between the *property* and adjoining properties.

### 38. Finance

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The purchaser:

- (a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- (b) warrants that it has secured finance for payment of the price in full; and
- (c) acknowledges that the National Credit Code in Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth) has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

### 39. Deposit

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Despite anything else in this contract, the purchaser authorises the release of the whole of the deposit, minus the commission payable by the vendor to the vendor's agent, to the vendor if required by the vendor for any reason, including but not limited to:

- (a) the payment of a rental bond; or
- (b) the payment of a deposit on the purchase of real estate and/or for the payment of stamp duty in relation to such a purchase; or
- (c) the payment of the settlement funds in relation to the purchase of real estate.

The commission payable by the vendor to the vendor's agent will be retained by the *depositholder* until completion or termination of this contract.

### 40. Completion delayed

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- 40.1 If completion does not take place on or before the date for completion stipulated in this contract (**Completion Date**), either party may *serve* notice requiring the other party to complete this contract *within* a period of 14 days or more after that *service* and, upon that *service*, time will be of the essence in this contract both at law and in equity.
- 40.2 If, for any reason not solely attributable to the vendor, the balance of the price and any other amounts payable by the purchaser under this contract (together, the **Total Payable**) is not paid by the purchaser to the vendor on or before the Completion Date, the purchaser must, at completion, pay to the vendor, in addition to the Total Payable and as a reasonable pre-estimation of the vendor's damages, interest on the outstanding balance of the Total Payable at 10.00% per annum calculated daily from and including the Completion Date to and including the date on which completion occurs. The vendor's right to such interest will be additional and without prejudice to the vendor's rights under this contract or otherwise in relation to the purchaser's default.

## Notice to complete

- 40.3 The parties agree that any notice to complete under this contract will be reasonable as to time if:
- (a) a period of at least 14 days from the date of *service* of that notice is allowed for completion; and
  - (b) a time of day between the hours of 11:00am and 5:00pm is specified as the time for completion.
- 40.4 A party *servicing* a notice to complete is entitled to withdraw that notice and issue further notices to complete.
- 40.5 If the vendor *serves* a notice to complete, the purchaser must pay to the vendor on completion an additional amount of \$440.00 including GST to cover the vendor's legal costs and associated expenses incurred in the preparation and *service* of that notice to complete.

## 41. Capacity

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If, before completion, a *party*:

- (a) being a natural person:
  - (i) dies or becomes mentally incapacitated;
  - (ii) is presumed or declared to be bankrupt or insolvent under any applicable law; or
  - (iii) has a receiver or trustee for creditors or in bankruptcy appointed to any of his/her property;
- (b) being a body corporate:
  - (i) becomes subject to a resolution or court order for the liquidation or winding up of that *party*; or
  - (ii) has appointed an administrator or liquidator pursuant to any relevant law or has a receiver, manager or receiver and manager appointed to the assets or undertaking of that *party* or any part thereof;
- (c) proposes, enters into or effects an arrangement or composition with, an assignment for the benefit of, or a moratorium involving, any of its creditors; or
- (d) is unable to pay all of its debts as they fall due or stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts,

the other *party* may, by *servicing* notice on the solicitor of the first-mentioned party, *rescind* this contract and thereupon this contract will be at an end and the provisions of clause 19 will apply.

## 42. Condition of the property

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42.1 In this clause 42, the following definitions apply:

**Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration or radiation or substance that makes, or may make, the *property*:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life or otherwise environmentally degraded; or
- (c) not comply with any Environmental Law.

**Contamination** means the presence of any Contaminant in, on, above or under the *property*.

**Environmental Law** means any law (whether statutory or common law) concerning environmental matters, including any law related to land use, pollution, waste disposal, toxic or hazardous substances, conservation of natural or cultural resources, resource allocation or the exploration for, or exploitation of, any natural resource.

**Environmental Liability** means any:

- (a) obligations, expenses, penalties or fines under any Environmental Law that could be imposed upon the purchaser or any occupier of the *property* as a result of any activities carried on during the ownership or occupation of the *property* by the vendor or by any predecessor in title or previous occupier of the *property*; and
- (b) actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Contamination and/or any breach of, or non-compliance with, any Environmental Law.

**State of Repair** means the condition and state of repair of the *property* including (whether apparent or latent) any faults, defects, Contamination, dilapidation, infestation, mechanical breakdown, wear and tear or Environmental Liability.

42.2 The purchaser acknowledges and warrants that:

- (a) the *property* is being purchased in its present State of Repair as a result of the purchaser's own inspections and investigations and the purchaser cannot Object because of the State of Repair of the *property*;
- (b) the purchaser is purchasing the *property* and will take title subject to all existing and proposed water, sewerage, drainage, gas, electricity, telephone and other installations and services (the **Services**) and cannot Object because of the condition, nature, location, availability or non-availability of any of the Services;
- (c) sewers, drains or other services may lay outside registered easements and the land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others that may not have been disclosed to the vendor and that may not be apparent from an inspection of the land; and
- (d) the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to:
  - (i) the State of Repair of the *property*;
  - (ii) the condition or state of repair of the Services;
  - (iii) the fitness for any particular purpose of the whole or any part of the *property* or the use to which the whole or any part of the *property* may be put;
  - (iv) the rights and privileges relating to the *property*; or
  - (v) any financial return or income that may be derived from the *property*,
 other than as expressly set out in this contract.

## Requisitions

42.3 Any requisitions taken to have been made by the purchaser under clause 5.1 of the Printed Conditions are the only requisitions:

- (a) arising out of this contract; and/or
- (b) being general questions about the *property* or *title*,

that the purchaser is entitled to make.

42.4 It has been agreed by the parties that the replies to requisitions are attached to this contract and no further replies will be provided to the purchaser.

## Smoke alarms

42.5 The purchaser cannot Object by reason of the vendor not having complied with the regulations made under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms in the *property*.

## Fences

- 42.6 Subject to section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2022* (NSW), the vendor is not liable to pay compensation in respect of any fencing, nor is it required to erect or contribute to the expense of erecting any new fencing, if:
- (a) the fencing is not on the boundary;
  - (b) a give and take fence exists: or
  - (c) a boundary of the *property* is not fenced.

## Swimming Pool

- 42.7 The vendor does not warrant that the swimming pool located on the *property* and its enclosures comply with all requirements under the *Swimming Pools Act 1992* (NSW) and the regulations made thereunder. The purchaser cannot make any objection or raise any requisition in relation to the swimming pool or its enclosures, including any non-compliance with such legislation or any order or notice issued by any local council or other relevant authority under such legislation.

## Environmental Liability

- 42.8 The vendor makes no representation, and gives no warranty, regarding the environmental condition of the *property*, including whether there is any Contamination, and the purchaser cannot Object because of any Contamination.
- 42.9 On and from the date of completion, the purchaser assumes all responsibility for, and releases and indemnifies the vendor from and against, all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Environmental Liability.

## 43. Real estate agents

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The purchaser warrants that it was not introduced to the vendor or the *property*, directly or indirectly, by any person other than the vendor's agent specified in this contract. The purchaser indemnifies the vendor against:

- (a) any claim for commission by reason of any introduction by any other person; and
- (b) all costs and expenses incurred in, or incidental to, defending any such claim.

## 44. GST

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The purchaser warrants to the vendor that the *property* will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

## 45. Special Levies

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Notwithstanding clauses 23.6 and 23.7, the parties covenant and agree that, if there are or have been any special levies or contributions that are not regular contributions (*Special Levies*) levied before the contract date, the vendor will pay or allow to the purchaser on completion the amount of any unpaid Special Levies that fall due for payment up to and including the contract date and the purchaser will pay all Special Levies that fall due for payment after the contract date.

## 46. Indemnity

---

The purchaser indemnifies the vendor from and against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the vendor or that the vendor may pay, sustain or incur as a direct or indirect result of any breach or non-performance of this contract by the purchaser and/or any breach of warranty under this contract by the purchaser.

## **47. General**

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### **Indemnities**

47.1 Any indemnity provided by a party under this contract is a continuing obligation separate and independent from any other obligations of that party that survives termination of this agreement.

### **No merger**

47.2 A provision of this contract that can take effect after completion does not merge on completion and continues to bind the parties.

### **Entire agreement**

47.3 In entering this contract, the purchaser does not rely upon any representation or warranty (whether oral or written) made or published by the vendor, or by any person on behalf of the vendor or otherwise, except the warranties expressly made in this contract.

### **No assignment**

47.4 The purchaser cannot nominate an alternative transferee or assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor (which the vendor may withhold or delay at its discretion).

## **48. Discrepancy at Completion**

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48.1 Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement cheque drawn, the party will forthwith upon being requested by the other party to make the correct calculation and pay such amount or amendments.

48.2 Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a debt which must be paid by the purchaser. The debt and interest and costs arising from the debt are secured by a charge over the *property* after completion and the purchaser authorises the vendor to register a caveat over the *property* in respect of that charge until such debt is fully paid.

48.3 This clause will not merge on completion.

## **49. Re-scheduled Completion**

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In the event the completion does not take place at the scheduled date, or is cancelled after appropriate arrangements have been made, due to the purchaser and/or their mortgagee and through no fault of the vendor, the purchaser must pay an additional \$220.00 (GST inclusive) on completion to the vendor to cover the legal costs and other expenses incurred in rescheduling the completion booking as a consequence of the delay in addition to any other monies due and payable by the purchaser on completion.

## **50. Information Certificate**

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The vendor is not obliged to provide an information certificate under section 184 of the *Strata Schemes Management Act 2015* (NSW) or section 174 of the *Community Land Management Act 2021* (NSW) and the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs. If before completion the vendor or the vendor's agent provides such a certificate, the purchaser must reimburse the vendor for the costs of the certificate as an adjustment on completion.

## **51. Cooling off Period**

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In the event that this Contract is subject to a cooling-off period and the purchaser applies for and is granted an extension to the cooling-off period by the vendor, then in such event the sum of \$165.00 (GST inclusive) to cover the legal costs and expenses incurred by the vendor as a consequence of the extension to the cooling-off period shall be payable by the purchaser to the vendor by way of adjustment on completion.

## **52. Deposit Release for Completion**

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- 52.1 The purchaser agrees that, if required by the vendor, the purchaser will authorise the *depositholder* to release so much of the deposit held by the *depositholder* as directed by the vendors solicitor prior to completion if required by the vendor to effect completion of this contract.
- 52.2 The vendor agrees that the amount of the deposit released will be held by the vendors solicitor in escrow pending the completion.
- 52.3 The parties agree that no further authority will be required for such release as the necessary authority is contained in this Special Condition.

## **53. Order on the Deposit Holder**

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- 53.1 When completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit.
- 53.2 This authority will be held in escrow by the Vendors solicitor until completion is effected.

## **54. Deposit less than 10% of the Contract Price**

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- 54.1 The parties acknowledge that it is a fundamental condition of the contract that a deposit of 10% of the purchase price is payable and shall be forfeited to the vendor in the event of the purchaser's default under this contract.
- 54.2 In the event that the vendor agrees to accept less than 10% of the purchase price to be paid by the purchaser, either on or before the date of exchange or prior to the expiry of any cooling off period granted under this contract, then the balance of the deposit (being 10% of the purchase price) shall be paid by the purchaser to the vendor on the earliest of:
- (a) the date for completion; or
  - (b) default or breach of an essential term by the purchaser; or
  - (c) the expiry date of a notice by which time is of the essence,
- that time is of the essence.

## **55. Completion during the Christmas Period**

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- 55.1 The purchaser agrees that should the date for completion fall from 20 December 2025 to 6 January 2026, the parties will amend the date for completion to 7 January 2026.
- 55.2 In the event that the purchaser requests the completion to take place during the above period, the purchaser will pay the vendor the extra cost of \$880.00 (GST inclusive).





## **57. Sewerage Diagram**

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- 57.1 The purchaser acknowledges that the sewerage service diagram and sewer service location print attached to this contract are those currently available from Sydney Water.
- 57.2 The purchaser may not make any requisitions, delay the completion, rescind or terminate the contract in respect of the water, sewerage and drainage works that may have been installed in or carried out on the *property* and not shown on the sewerage service diagram and sewer service location print attached to this contract.



FOLIO: 1016/1207919

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/6/2025	7:55 PM	3	9/9/2018

LAND

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LOT 1016 IN DEPOSITED PLAN 1207919  
AT SCHOFIELDS  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1207919

FIRST SCHEDULE

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YANG YANG (T AK544978)

SECOND SCHEDULE (10 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 2575 NO 600 LAND EXCLUDES MINERALS AFFECTING THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 BK 2777 NO 629 LAND EXCLUDES MINERALS AFFECTING THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 4 BK 2575 NO 600 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 BK 2777 NO 629 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 6 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 7 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 8 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 9 DP1207919 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
- 10 AK544979 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	157°20'20"	13.115	13.12	150
2	160°32'35"	3.65	3.65	150
3	159°19'10"	10.05	10.05	150
4	153°40'05"	19.525	19.54	150
5	152°16'35"	7.815	7.88	58
6	330°41'45"	0.525	0.525	58
7	335°35'15"	26.395	26.435	134
8	304°11'40"	0.26	0.26	166
9	61°39'20"	6.545	6.545	108
10	154°35'30"	16.985	15.005	92
11	261°51'30"	6.545	6.545	92
12	245°42'20"	5.49	5.49	92
13	339°25'35"	4.975	4.975	108
14	330°33'00"	13.05	13.055	108
15	334°38'35"	2.375	2.375	108
16	151°59'30"	3.015	3.015	42
17	160°49'35"	5.005	5.005	58
18	160°49'15"	5	5	92
19	157°31'10"	21.025	21.035	166
20	248°58'20"	5	5	92

(X) LAND EXCLUDES MINERALS (BK 2575 NO 600)  
 COVENANT (BK 2575 NO 600)  
 (Z) COVENANT (BK 2575 NO 295)  
 RESTRICTION(S) ON THE USE OF LAND (DP1205832)

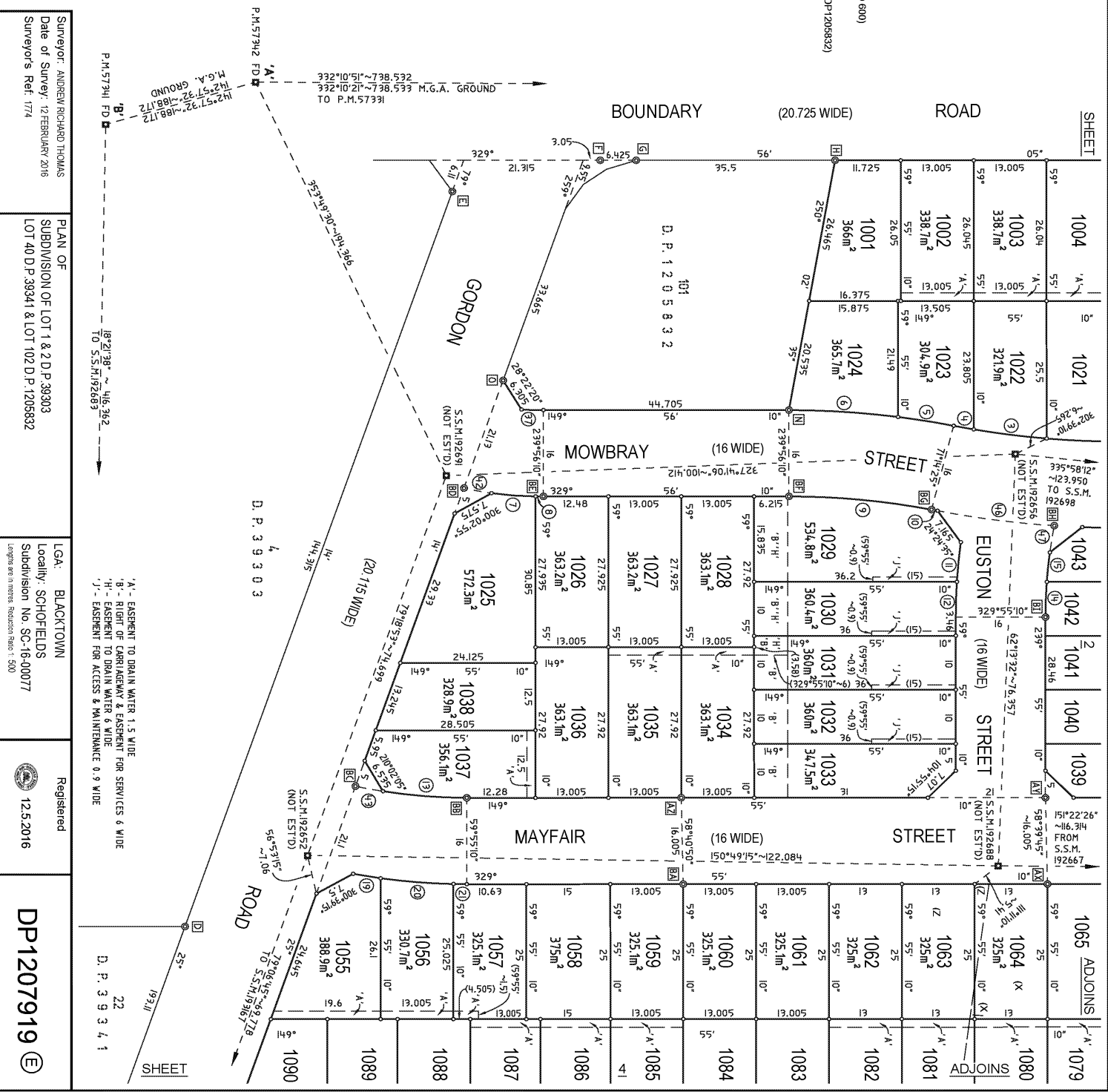
**SURVEYING & SPATIAL INFORMATION REGULATION 2012**  
 CLASS 61(2) & 35 (1)(b)  
 M.G.A. COORDINATES

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
P.M. 57329	303 630.882	6 270 507.546	B	2	SCMS
P.M. 57331	303 749.891	6 270 370.933	B	2	SCMS
P.M. 57341	304 208.028	6 269 566.659	B	2	SCMS
P.M. 57342	304 094.669	6 269 716.867	B	2	SCMS
S.S.M. 192651	304 270.9	6 270 084.7	U	U	TRAVERSE
S.S.M. 192652	304 167.2	6 269 924	U	U	TRAVERSE
S.S.M. 192656	304 020.1	6 269 995	U	U	TRAVERSE
S.S.M. 192665	304 094	6 270 155.5	U	U	TRAVERSE
S.S.M. 192666	304 213.3	6 270 058.7	U	U	TRAVERSE
S.S.M. 192667	304 031.9	6 270 132.6	U	U	TRAVERSE
S.S.M. 192677	303 906.2	6 270 086.4	U	U	TRAVERSE
S.S.M. 192678	304 156.5	6 270 180.9	U	U	TRAVERSE
S.S.M. 192682	304 205.4	6 270 200.6	U	U	TRAVERSE
S.S.M. 192683	304 339.2	6 269 961.8	U	U	TRAVERSE
S.S.M. 192684	304 284.4	6 269 950.1	U	U	TRAVERSE
S.S.M. 192688	304 087.6	6 270 030.5	U	U	TRAVERSE
S.S.M. 192691	304 073.8	6 269 910.1	U	U	TRAVERSE
S.S.M. 192698	304 969.6	6 270 108.2	U	U	TRAVERSE
S.S.M. 192699	304 138.2	6 270 056.8	U	U	TRAVERSE
S.S.M. 193167	304 215.7	6 269 937.1	U	U	TRAVERSE

COMBINED STATE S.I. DATE 9 FEBRUARY 2016  
 SOURCE: S.C.I. M.S. DATED 1,000666 ZONE 58

**SCHEDULE OF REFERENCE MARKS**

No.	BEARING	DISTANCE	DESCRIPTION
D	169°14'25"	0.475	R.M. C.B. FD (D.P. 1205832)
E	169°14'25"	0.455	R.M. C.B. FD (D.P. 39341)
F	59°56'05"	0.455	R.M. G.I.P. FD NOW GONE (D.P. 39303)
G	142°27'10"	5.495	R.M. G.I.P. FD NOW GONE (D.P. 1205832)
H	62°45'30"	0.68	R.M. G.I.P. FD NOW GONE (D.P. 1205832)
I	72°27'45"	3.955	R.M. G.I.P. FD (D.P. 1205832)
N	337°38'05"	5.955	R.M. G.I.P. FD (D.P. 1205832)
O	344°49'15"	1.53	R.M. G.I.P. FD NOW GONE (D.P. 1205832)
X	266°47'10"	19.695	R.M. S.S.M. 192691
AY	105°52'00"	4.765 & 18.005	R.M. D.H. & W.
AZ	273°40'00"	1.255 & 15.17	R.M. D.H. & W. & R.M. S.S.M. 192688
BA	240°21'15"	3.425	R.M. D.H. & W.
BB	61°06'10"	3.365	R.M. D.H. & W.
BC	231°23'55"	3.36 & 12.535	R.M. D.H. & W.
BD	269°40'50"	2.42 & 14.815	R.M. D.H. & W. & R.M. S.S.M. 192652
BE	94°48'40"	3.555	R.M. D.H. & W.
BF	65°29'40"	18.11	R.M. D.H. & W.
BE	60°47'40"	3.395 & 12.53	R.M. D.H. & W.
BF	59°08'05"	3.355 & 12.57	R.M. D.H. & W.
BG	56°56'05"	3.465 & 12.83	R.M. D.H. & W.
BH	32°22'35"	1.515 & 14.98	R.M. D.H. & W. & R.M. S.S.M. 192656
BI	333°08'50"	3.615 & 13.505	R.M. D.H. & W.



Surveyor: ANDREW RICHARD THOMAS  
 Date of Survey: 12 FEBRUARY 2016  
 Surveyor's Ref: 1774

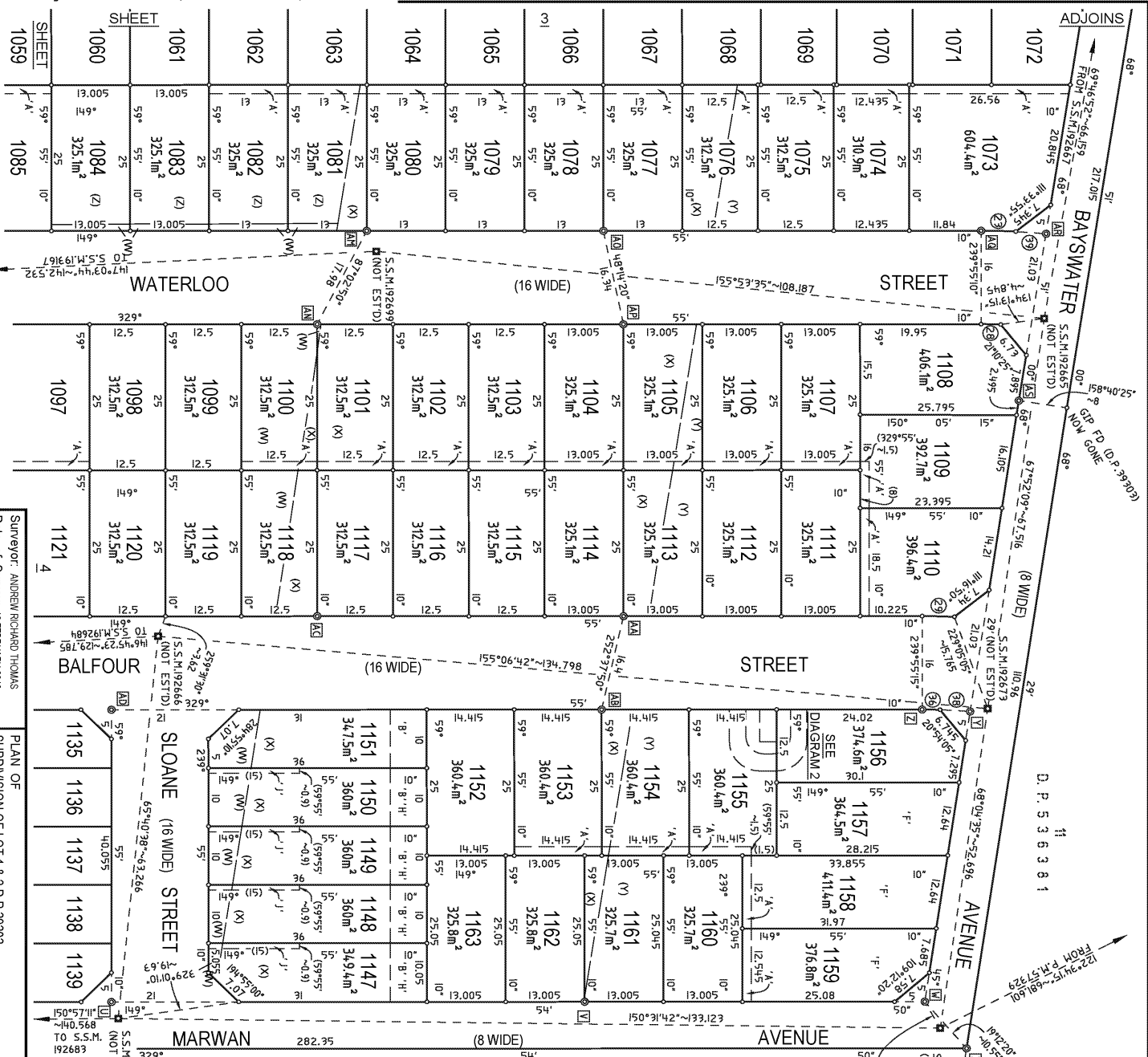
PLAN OF SUBDIVISION OF LOT 1 & 2 D.P. 38303  
 LOT 40 D.P. 38341 & LOT 102 D.P. 1205832

LGAL: BLACKTOWN  
 Locality: SCHOFIELDS  
 Subdivision No. SC-16-00077  
 Lengths are in metres. Reduction factor: 500

Registered  
 12.5.2016

DP1207919

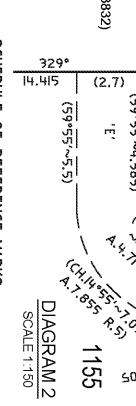




**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
23	151°26'20"	5.725	5.725	108
28	330°55'35"	3.23	3.23	92
29	151°19'55"	5.32	5.32	108
36	330°49'55"	2.925	2.925	92
38	152°18'00"	5	5	108
39	152°17'00"	5	5	108

- (Z) COVENANT (BK 2537 NO 285)  
 (Y) RESTRICTIONS ON THE USE OF LAND (DP1203882)  
 (V) LAND EXCLUDES MINERALS (BK 2777 NO 629)  
 (U) COVENANT (BK 2777 NO 629)  
 (X) LAND EXCLUDES MINERALS (BK 2575 NO 600)  
 (W) COVENANT (BK 2575 NO 600)  
 (M) LAND EXCLUDES MINERALS (BK 2582 NO 982)  
 (N) COVENANT (BK 2582 NO 982)



**SCHEDULE OF REFERENCE MARKS**

No.	BEARING	DISTANCE	DESCRIPTION
A	356°26'45"	1.02	R.M. C.B. FD (D.P. 39341)
U	162°31'05"	1.465	R.M. S.S.M. 192651
U	148°26'10"	13.92	R.M. D.H. & W.
V	245°48'45"	3.34	R.M. D.H. & W.
W	280°07'20"	5.32	R.M. D.H. & W.
Y	105°08'35"	5.41	R.M. D.H. & W.
X	13°52'30"	9.025	R.M. S.S.M. 192673
Y	86°43'10"	0.815	R.M. S.S.M. 192682
Y	86°43'10"	13.93	R.M. D.H. & W.
Z	36°14'15"	3.68	R.M. D.H. & W.
AA	257°01'45"	3.555	R.M. D.H. & W.
AB	55°14'20"	3.39	R.M. D.H. & W.
AC	239°34'20"	12.53	R.M. D.H. & W.
AD	91°46'25"	1.21	R.M. D.H. & W.
AE	215°42'10"	3.825	R.M. S.S.M. 192699
AF	97°53'20"	4.37	R.M. D.H. & W.
AG	237°02'55"	3.41	R.M. D.H. & W.
AH	21°03'15"	4.255	R.M. D.H. & W.
AI	245°22'15"	3.565	R.M. D.H. & W.
AJ	281°07'10"	1.9	R.M. D.H. & W.
AK	196°23'10"	4.15	R.M. D.H. & W.
AL	106°59'00"	5.28	R.M. D.H. & W.

**ADJOINS**

1059 SHEET 1085  
 1060 SHEET 1084 (Z)  
 1061 SHEET 1083 (Z)  
 1062 SHEET 1082 (Z)  
 1063 SHEET 1081 (Z)  
 1064 SHEET 1080 (Z)  
 1065 SHEET 1079 (Z)  
 1066 SHEET 1078 (Z)  
 1067 SHEET 1077 (Z)  
 1068 SHEET 1076 (Z)  
 1069 SHEET 1075 (Z)  
 1070 SHEET 1074 (Z)  
 1071 SHEET 1073 (Z)  
 1072 SHEET 1072 (Z)  
 1073 SHEET 1073 (Z)  
 1074 SHEET 1074 (Z)  
 1075 SHEET 1075 (Z)  
 1076 SHEET 1076 (Z)  
 1077 SHEET 1077 (Z)  
 1078 SHEET 1078 (Z)  
 1079 SHEET 1079 (Z)  
 1080 SHEET 1080 (Z)  
 1081 SHEET 1081 (Z)  
 1082 SHEET 1082 (Z)  
 1083 SHEET 1083 (Z)  
 1084 SHEET 1084 (Z)  
 1085 SHEET 1085 (Z)

**WATERLOO STREET** (16 WIDE)  
**BALFOUR STREET** (16 WIDE)  
**MARWAN AVENUE** (8 WIDE)  
**SLOANE STREET** (16 WIDE)  
**BALFOUR AVENUE**  
**OAK STREET** (20.115 WIDE)

**ADJOINS**

1097 SHEET 1097  
 1098 SHEET 1098 (Z)  
 1099 SHEET 1099 (Z)  
 1100 SHEET 1100 (Z)  
 1101 SHEET 1101 (Z)  
 1102 SHEET 1102 (Z)  
 1103 SHEET 1103 (Z)  
 1104 SHEET 1104 (Z)  
 1105 SHEET 1105 (Z)  
 1106 SHEET 1106 (Z)  
 1107 SHEET 1107 (Z)  
 1108 SHEET 1108 (Z)  
 1109 SHEET 1109 (Z)  
 1110 SHEET 1110 (Z)  
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**ADJOINS**

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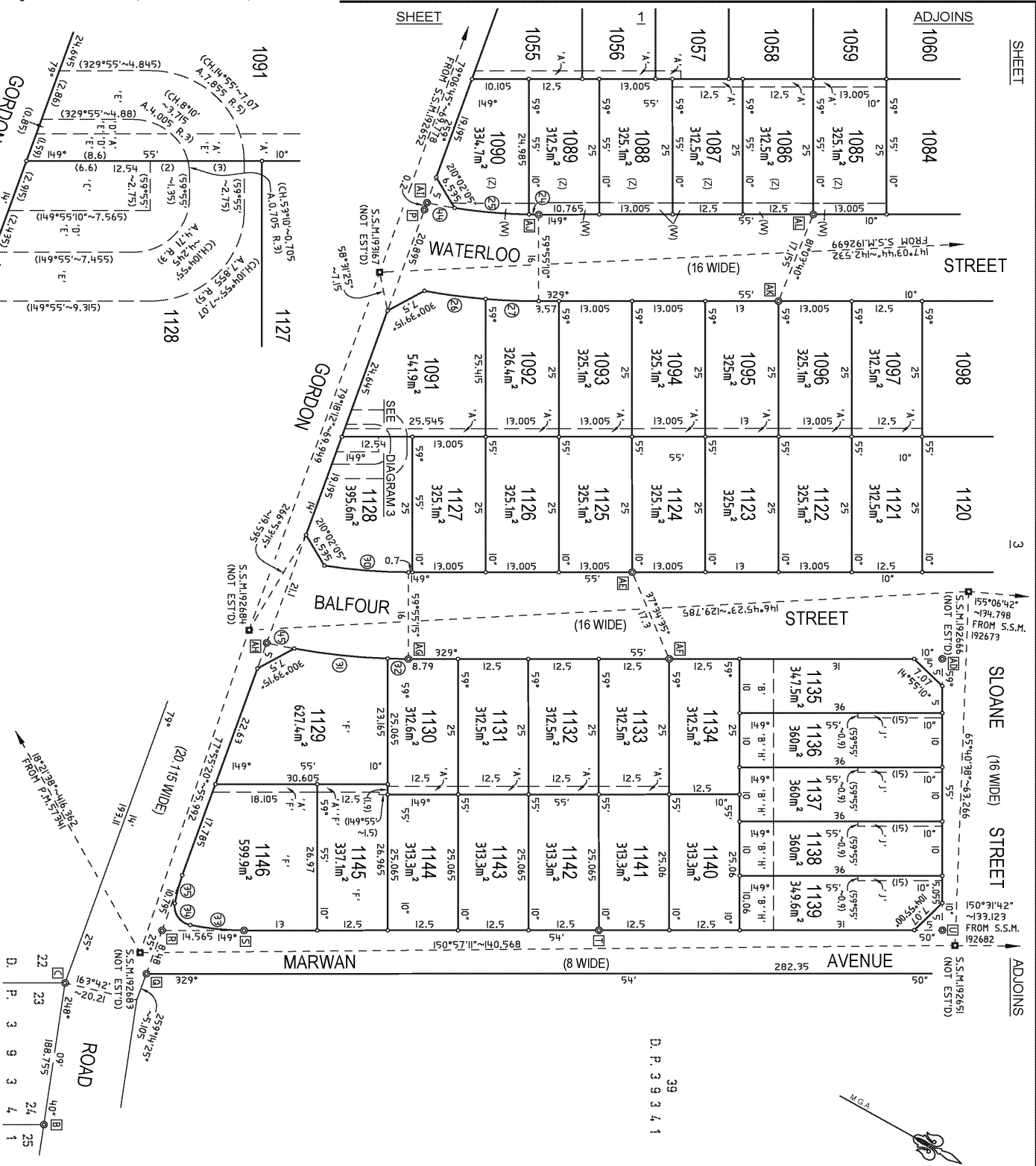
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No.	BEARING	DISTANCE	DESCRIPTION
B	158°09'40"	0.455	R.M. C.B. FD (D.P. 39341)
C	163°42'00"	0.46	R.M. C.B. FD (D.P. 39341)
P	27°42'35"	1.38	R.M. G.I.P. FD NOW GONE (D.P. 120832)
Q	71°59'55"	10.475	R.M. S.S.M. 192683
R	122°41'50"	3.955	R.M. D.H. & W.
S	290°55'15"	4.705	R.M. D.H. & W.
T	236°38'40"	3.33	R.M. D.H. & W.
U	168°26'10"	13.92	R.M. D.H. & W.
AD	91°26'25"	1.21 & 14.76	R.M. D.H. & W. & R.M. S.S.M. 192666
AE	187°33'30"	5.52	R.M. D.H. & W.
AF	58°15'25"	3.415	R.M. D.H. & W.
AG	172°12'15"	3.44 & 12.835	R.M. D.H. & W.
AH	75°31'10"	13.39	R.M. D.H. & W.
AI	289°11'50"	2.23 & 14.63	R.M. D.H. & W. & R.M. S.S.M. 193167
AJ	249°19'35"	3.475 & 12.615	R.M. D.H. & W.
AK	166°15'15"	4.785	R.M. D.H. & W.
AL	242°09'45"	3.435	R.M. D.H. & W.

No.	BEARING	CURVED	ARC	RADIUS
24	150°27'40"	1.735	1.735	92
25	155°08'00"	13.26	13.27	92
26	337°50'20"	10.955	10.96	108
27	332°25'30"	9.44	9.445	108
30	154°55'35"	14.99	15.005	92
31	336°50'00"	16.68	16.695	108
32	330°54'15"	3.71	3.71	108
33	155°51'30"	9.63	9.65	46.5
34	205°28'10"	4.835	5.335	3.5
35	254°11'15"	5.37	5.38	30.5
44	160°49'15"	5	5	92
45	162°04'20"	5	5	108

**SCHEDULE OF REFERENCE MARKS**

No.	BEARING	DISTANCE	DESCRIPTION
B	158°09'40"	0.455	R.M. C.B. FD (D.P. 39341)
C	163°42'00"	0.46	R.M. C.B. FD (D.P. 39341)
P	27°42'35"	1.38	R.M. G.I.P. FD NOW GONE (D.P. 120832)
Q	71°59'55"	10.475	R.M. S.S.M. 192683
R	122°41'50"	3.955	R.M. D.H. & W.
S	290°55'15"	4.705	R.M. D.H. & W.
T	236°38'40"	3.33	R.M. D.H. & W.
U	168°26'10"	13.92	R.M. D.H. & W.
AD	91°26'25"	1.21 & 14.76	R.M. D.H. & W. & R.M. S.S.M. 192666
AE	187°33'30"	5.52	R.M. D.H. & W.
AF	58°15'25"	3.415	R.M. D.H. & W.
AG	172°12'15"	3.44 & 12.835	R.M. D.H. & W.
AH	75°31'10"	13.39	R.M. D.H. & W.
AI	289°11'50"	2.23 & 14.63	R.M. D.H. & W. & R.M. S.S.M. 193167
AJ	249°19'35"	3.475 & 12.615	R.M. D.H. & W.
AK	166°15'15"	4.785	R.M. D.H. & W.
AL	242°09'45"	3.435	R.M. D.H. & W.

**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CURVED	ARC	RADIUS
24	150°27'40"	1.735	1.735	92
25	155°08'00"	13.26	13.27	92
26	337°50'20"	10.955	10.96	108
27	332°25'30"	9.44	9.445	108
30	154°55'35"	14.99	15.005	92
31	336°50'00"	16.68	16.695	108
32	330°54'15"	3.71	3.71	108
33	155°51'30"	9.63	9.65	46.5
34	205°28'10"	4.835	5.335	3.5
35	254°11'15"	5.37	5.38	30.5
44	160°49'15"	5	5	92
45	162°04'20"	5	5	108

LEG: BLACKTOWN  
 Locality: SCHOFFIELDS  
 Subdivision No. SC-16-00077  
 Lengths are in metres. Reduction Ratio: 1:500


Registered  
 12.5.2016  
 DP1207919

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:  12.5.2016  
 Title System: TORRENS  
 Purpose: SUBDIVISION

DP1207919

PLAN OF  
 SUBDIVISION OF LOT 1 & 2 D.P.39303  
 LOT 40 D.P.39341 & LOT 102 D.P.1205832

LGA: BLACKTOWN  
 Locality: SCHOFIELDS  
 Parish: GIDLEY  
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

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

Survey Certificate

I, ANDREW RICHARD THOMAS  
 of CRAIG & RHODES PTY LTD  
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:  
 \*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 12 FEBRUARY 2016

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

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

Signature *Andrew R. Thomas* Dated: 19/2/16.

Surveyor ID: 247

Datum Line: 'A' - 'B'

Type: \*Urban/\*Rural

The Terrain is \*Level/Undulating/ \*Steep/Mountainous

\*Strike through if inapplicable.

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

Subdivision Certificate  
 I, *Judith Portelli*  
 \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: *Judith Portelli*  
 Accreditation number: N/A  
 Consent Authority: BLACKTOWN CITY COUNCIL  
 Date of endorsement: 3 MAY 2016  
 Subdivision Certificate number: SC-16-00077  
 File number: DA-14-02092

\*Strike through inapplicable parts.

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

IT IS INTENDED TO DEDICATE TO THE PUBLIC:

1. MOWBRAY STREET (16 WIDE)
  2. MAYFAIR STREET (16 WIDE)
  3. WATERLOO STREET (16 WIDE)
  4. BALFOUR STREET (16 WIDE)
  5. MARWAN AVENUE (8 WIDE)
  6. EUSTON STREET (16 WIDE)
  7. SLOANE STREET (16 WIDE)
  8. BAYSWATER AVENUE (8 WIDE)
- AS PUBLIC ROAD

Plans used in the preparation of survey/compilation

- D.P. 39303
- D.P. 39341
- D.P. 236422
- D.P. 536381
- D.P. 1205832
- D.P. 1208526
- D.P. 1213918


If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 10 sheet(s)

Registered:  12.5.2016 PLAN OF SUBDIVISION OF LOT 1 & 2 D.P.39303 LOT 40 D.P.39341 & LOT 102 D.P.1205832 Subdivision Certificate number: 16-00077 Date of Endorsement: 3/5/16	Office Use Only  <h1 style="margin: 0;">DP1207919</h1> Office Use Only  This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO

CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT TO DRAIN WATER 6 WIDE
4. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6 WIDE
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. EASEMENT TO DRAIN WATER (WHOLE LOT)
12. RESTRICTION ON USE OF LAND
13. POSITIVE COVENANT
14. RESTRICTION ON USE OF LAND
15. POSITIVE COVENANT
16. POSITIVE COVENANT
17. POSITIVE COVENANT
18. POSITIVE COVENANT
19. POSITIVE COVENANT
20. RESTRICTION ON USE OF LAND
21. RESTRICTION ON USE OF LAND
22. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 10 sheet(s)

Registered:

Office Use Only

Office Use Only



12.5.2016

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

**DP1207919**

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

Subdivision Certificate number: 16-00077

Date of Endorsement: 3/5/16

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
STREET ADDRESSES NOT AVAILABLE FOR LOTS 1001 TO 1011				
1012	2	BAYSWATER	AVENUE	SCHOFIELDS
1013	4	BAYSWATER	AVENUE	SCHOFIELDS
1014	6	BAYSWATER	AVENUE	SCHOFIELDS
1015	27	MOWBRAY	STREET	SCHOFIELDS
1016	25	MOWBRAY	STREET	SCHOFIELDS
1017	23	MOWBRAY	STREET	SCHOFIELDS
1018	21	MOWBRAY	STREET	SCHOFIELDS
1019	19	MOWBRAY	STREET	SCHOFIELDS
1020	17	MOWBRAY	STREET	SCHOFIELDS
1021	15	MOWBRAY	STREET	SCHOFIELDS
1022	13	MOWBRAY	STREET	SCHOFIELDS
1023	11	MOWBRAY	STREET	SCHOFIELDS
1024	9	MOWBRAY	STREET	SCHOFIELDS
1025	2	MOWBRAY	STREET	SCHOFIELDS
1026	4	MOWBRAY	STREET	SCHOFIELDS
1027	6	MOWBRAY	STREET	SCHOFIELDS
1028	8	MOWBRAY	STREET	SCHOFIELDS
1029	2	EUSTON	STREET	SCHOFIELDS
1030	4	EUSTON	STREET	SCHOFIELDS
1031	6	EUSTON	STREET	SCHOFIELDS
1032	8	EUSTON	STREET	SCHOFIELDS
1033	10	EUSTON	STREET	SCHOFIELDS

CONTINUED ON SHEET 4


If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 10 sheet(s)

Registered: Office Use Only

 12.5.2016

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

DP1207919

Office Use Only

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

Subdivision Certificate number: 16-00077

Date of Endorsement: 3.15/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1034	7	MAYFAIR	STREET	SCHOFIELDS
1035	5	MAYFAIR	STREET	SCHOFIELDS
1036	3	MAYFAIR	STREET	SCHOFIELDS
1037	13	GORDON	ROAD	SCHOFIELDS
1038	11	GORDON	ROAD	SCHOFIELDS
1039	9	EUSTON	STREET	SCHOFIELDS
1040	7	EUSTON	STREET	SCHOFIELDS
1041	5	EUSTON	STREET	SCHOFIELDS
1042	3	EUSTON	STREET	SCHOFIELDS
1043	1	EUSTON	STREET	SCHOFIELDS
1044	16	MOWBRAY	STREET	SCHOFIELDS
1045	18	MOWBRAY	STREET	SCHOFIELDS
1046	20	MOWBRAY	STREET	SCHOFIELDS
1047	22	MOWBRAY	STREET	SCHOFIELDS
1048	24	MOWBRAY	STREET	SCHOFIELDS
1049	26	MOWBRAY	STREET	SCHOFIELDS
1050	21	MAYFAIR	STREET	SCHOFIELDS
1051	19	MAYFAIR	STREET	SCHOFIELDS
1052	17	MAYFAIR	STREET	SCHOFIELDS
1053	15	MAYFAIR	STREET	SCHOFIELDS
1054	13	MAYFAIR	STREET	SCHOFIELDS
1055	2	MAYFAIR	STREET	SCHOFIELDS
1056	4	MAYFAIR	STREET	SCHOFIELDS
1057	6	MAYFAIR	STREET	SCHOFIELDS

CONTINUED ON SHEET 5

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

CAD REF: Z:\1774\_Haisheng Int\CR\_PLANS\17746 S05 [01] - K.S. - A.T.

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 10 sheet(s)

Registered:

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12.5.2016

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

**DP1207919**

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....16-00077.....

Date of Endorsement: .....3.5.16.....

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1058	8	MAYFAIR	STREET	SCHOFIELDS
1059	10	MAYFAIR	STREET	SCHOFIELDS
1060	12	MAYFAIR	STREET	SCHOFIELDS
1061	14	MAYFAIR	STREET	SCHOFIELDS
1062	16	MAYFAIR	STREET	SCHOFIELDS
1063	18	MAYFAIR	STREET	SCHOFIELDS
1064	20	MAYFAIR	STREET	SCHOFIELDS
1065	22	MAYFAIR	STREET	SCHOFIELDS
1066	24	MAYFAIR	STREET	SCHOFIELDS
1067	26	MAYFAIR	STREET	SCHOFIELDS
1068	28	MAYFAIR	STREET	SCHOFIELDS
1069	30	MAYFAIR	STREET	SCHOFIELDS
1070	32	MAYFAIR	STREET	SCHOFIELDS
1071	34	MAYFAIR	STREET	SCHOFIELDS
1072	36	MAYFAIR	STREET	SCHOFIELDS
1073	35	WATERLOO	STREET	SCHOFIELDS
1074	33	WATERLOO	STREET	SCHOFIELDS
1075	31	WATERLOO	STREET	SCHOFIELDS
1076	29	WATERLOO	STREET	SCHOFIELDS
1077	27	WATERLOO	STREET	SCHOFIELDS
1078	25	WATERLOO	STREET	SCHOFIELDS
1079	23	WATERLOO	STREET	SCHOFIELDS
1080	21	WATERLOO	STREET	SCHOFIELDS
1081	19	WATERLOO	STREET	SCHOFIELDS

CONTINUED ON SHEET 6

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 10 sheet(s)

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12.5.2016

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

**DP1207919**

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

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

Subdivision Certificate number: .....16-00077.....

Date of Endorsement: .....3/5/16.....

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1082	17	WATERLOO	STREET	SCHOFIELDS
1083	15	WATERLOO	STREET	SCHOFIELDS
1084	13	WATERLOO	STREET	SCHOFIELDS
1085	11	WATERLOO	STREET	SCHOFIELDS
1086	9	WATERLOO	STREET	SCHOFIELDS
1087	7	WATERLOO	STREET	SCHOFIELDS
1088	5	WATERLOO	STREET	SCHOFIELDS
1089	3	WATERLOO	STREET	SCHOFIELDS
1090	1	WATERLOO	STREET	SCHOFIELDS
1091	2	WATERLOO	STREET	SCHOFIELDS
1092	4	WATERLOO	STREET	SCHOFIELDS
1093	6	WATERLOO	STREET	SCHOFIELDS
1094	8	WATERLOO	STREET	SCHOFIELDS
1095	10	WATERLOO	STREET	SCHOFIELDS
1096	12	WATERLOO	STREET	SCHOFIELDS
1097	14	WATERLOO	STREET	SCHOFIELDS
1098	16	WATERLOO	STREET	SCHOFIELDS
1099	18	WATERLOO	STREET	SCHOFIELDS
1100	20	WATERLOO	STREET	SCHOFIELDS
1101	22	WATERLOO	STREET	SCHOFIELDS
1102	24	WATERLOO	STREET	SCHOFIELDS
1103	26	WATERLOO	STREET	SCHOFIELDS
1104	28	WATERLOO	STREET	SCHOFIELDS
1105	30	WATERLOO	STREET	SCHOFIELDS

CONTINUED ON SHEET 7

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

CAD REF: Z:\1774\_Haisheng\_Int\CR\_PLANS\1774G\_S05 [01] - K.S. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 10 sheet(s)

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12.5.2016

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

**DP1207919**

Office Use Only

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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  - Signatures and seals - see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 16-00077

Date of Endorsement: 3/5/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1106	32	WATERLOO	STREET	SCHOFIELDS
1107	34	WATERLOO	STREET	SCHOFIELDS
1108	36	WATERLOO	STREET	SCHOFIELDS
1109	18	BAYSWATER	AVENUE	SCHOFIELDS
1110	20	BAYSWATER	AVENUE	SCHOFIELDS
1111	35	BALFOUR	STREET	SCHOFIELDS
1112	33	BALFOUR	STREET	SCHOFIELDS
1113	31	BALFOUR	STREET	SCHOFIELDS
1114	29	BALFOUR	STREET	SCHOFIELDS
1115	27	BALFOUR	STREET	SCHOFIELDS
1116	25	BALFOUR	STREET	SCHOFIELDS
1117	23	BALFOUR	STREET	SCHOFIELDS
1118	21	BALFOUR	STREET	SCHOFIELDS
1119	19	BALFOUR	STREET	SCHOFIELDS
1120	17	BALFOUR	STREET	SCHOFIELDS
1121	15	BALFOUR	STREET	SCHOFIELDS
1122	13	BALFOUR	STREET	SCHOFIELDS
1123	11	BALFOUR	STREET	SCHOFIELDS
1124	9	BALFOUR	STREET	SCHOFIELDS
1125	7	BALFOUR	STREET	SCHOFIELDS
1126	5	BALFOUR	STREET	SCHOFIELDS
1127	3	BALFOUR	STREET	SCHOFIELDS
1128	1	BALFOUR	STREET	SCHOFIELDS
1129	2	BALFOUR	STREET	SCHOFIELDS

CONTINUED ON SHEET 8

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 10 sheet(s)

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12.5.2016

**DP1207919**

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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  - Signatures and seals - see 195D *Conveyancing Act 1919*
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Subdivision Certificate number: 16-00077

Date of Endorsement: 31/5/16

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1130	6	BALFOUR	STREET	SCHOFIELDS
1131	8	BALFOUR	STREET	SCHOFIELDS
1132	10	BALFOUR	STREET	SCHOFIELDS
1133	12	BALFOUR	STREET	SCHOFIELDS
1134	14	BALFOUR	STREET	SCHOFIELDS
1135	2	SLOANE	STREET	SCHOFIELDS
1136	4	SLOANE	STREET	SCHOFIELDS
1137	6	SLOANE	STREET	SCHOFIELDS
1138	8	SLOANE	STREET	SCHOFIELDS
1139	10	SLOANE	STREET	SCHOFIELDS
1140	16	MARWAN	AVENUE	SCHOFIELDS
1141	18	MARWAN	AVENUE	SCHOFIELDS
1142	20	MARWAN	AVENUE	SCHOFIELDS
1143	22	MARWAN	AVENUE	SCHOFIELDS
1144	24	MARWAN	AVENUE	SCHOFIELDS
1145	26	MARWAN	AVENUE	SCHOFIELDS
1146	28	MARWAN	AVENUE	SCHOFIELDS
1147	9	SLOANE	STREET	SCHOFIELDS
1148	7	SLOANE	STREET	SCHOFIELDS
1149	5	SLOANE	STREET	SCHOFIELDS
1150	3	SLOANE	STREET	SCHOFIELDS
1151	1	SLOANE	STREET	SCHOFIELDS
1152	20	BALFOUR	STREET	SCHOFIELDS
1153	22	BALFOUR	STREET	SCHOFIELDS

CONTINUED ON SHEET 9

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

CAD REF: Z:\1774 Haisheng Int\CR\_PLANS\1774G S05 [01] - K.S. - A.T.

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 10 sheet(s)

Registered: Office Use Only



12.5.2016

Office Use Only

**DP1207919**

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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  - Signatures and seals - see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....16-00077.....

Date of Endorsement: .....3/5/16.....

SCHEDULE OF LOTS & STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
1154	24	BALFOUR	STREET	SCHOFIELDS
1155	26	BALFOUR	STREET	SCHOFIELDS
1156	22	BAYSWATER	AVENUE	SCHOFIELDS
1157	24	BAYSWATER	AVENUE	SCHOFIELDS
1158	26	BAYSWATER	AVENUE	SCHOFIELDS
1159	28	BAYSWATER	AVENUE	SCHOFIELDS
1160	4	MARWAN	AVENUE	SCHOFIELDS
1161	6	MARWAN	AVENUE	SCHOFIELDS
1162	8	MARWAN	AVENUE	SCHOFIELDS
1163	10	MARWAN	AVENUE	SCHOFIELDS

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 10 sheet(s)

Registered:

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12.5.2016

DP1207919

PLAN OF  
SUBDIVISION OF LOT 1 & 2 D.P.39303  
LOT 40 D.P.39341 & LOT 102 D.P.1205832

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

Subdivision Certificate number: .....16-00077.....

Date of Endorsement: .....3/5/16.....

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

Witness Signature  
CAROLINE SHEN  
ANALYST  
NAB Corporate Property NSW

Print Name

255 George Street, Sydney  
Address

ADAM PEARCE  
Print Name of Attorney

BO GONG  
DIRECTOR  
3377 HOLDINGS Pty Ltd  
ACN 169 260 628

CHENGJIA PAN  
DIRECTOR  
3377 HOLDINGS Pty Ltd  
ACN 169 260 628

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1774

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 23 Sheets

Plan:

**DP1207919**


Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-00077

<u>Full Name and address of Proprietor of land:</u>	3377 HOLDINGS PTY LTD ACN 169 260 628 LEVEL 15 1 O'CONNELL STREET SYDNEY NSW 2000
---	---

**Part 1 (Creation)**

	<b>Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-</b>	<b>Burdened lot(s) or parcel(s):-</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:-</b>
<b>1.</b>	Easement to Drain Water 1.5 Wide	1002	1001
		1003	1001, 1002
		1004	1001, 1002, 1003
		1005	1001, 1002, 1003, 1004
		1020	1001, 1002, 1003, 1004, 1005
		1034	1035, 1036
		1035	1036
		1037	1038
		1050	1051, 1052, 1053, 1054
		1051	1052, 1053, 1054
		1052	1053, 1054
1053	1054		

APPROVED BY BLACKTOWN CITY COUNCIL

  
 .....  
 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-00077

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	1055 1056 1057 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1085 1086 1087	1056, 1057, 1084, 1085, 1086, 1087 1057, 1084, 1085, 1086, 1087 1084, 1085, 1086, 1087 1074 to 1083 inclusive 1075 to 1083 inclusive 1076 to 1083 inclusive 1077 to 1083 inclusive 1078 to 1083 inclusive 1079 to 1083 inclusive 1080 to 1083 inclusive 1081, 1082, 1083 1082, 1083 1083 1084 1084, 1085 1084, 1085, 1086

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
  
 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-00077

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	1091	1092, 1093, 1094, 1095, 1096, 1097, 1098
		1092	1093, 1094, 1095, 1096, 1097, 1098
		1093	1094, 1095, 1096, 1097, 1098
		1094	1095, 1096, 1097, 1098
		1095	1096, 1097, 1098
		1096	1097, 1098
		1097	1098
		1100	1099
		1101	1099, 1100
		1102	1099, 1100, 1101
		1103	1099, 1100, 1101, 1102
		1104	1099, 1100, 1101, 1102, 1103
		1105	1099, 1100, 1101, 1102, 1103, 1104
1106	1099, 1100, 1101, 1102, 1103, 1104, 1105		

APPROVED BY BLACKTOWN CITY COUNCIL

  
 .....  
 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

**Part 1 (cont)**

	<b>Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-</b>	<b>Burdened lot(s) or parcel(s):-</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:-</b>
<b>1.</b>	Easement to Drain Water 1.5 Wide	1107 1109 1110 1130 1131 1132 1133 1145, 1146 1153 1154 1155 1158, 1159	1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1109 1131, 1132, 1133, 1134 1132, 1133, 1134 1133, 1134 1134 1130, 1131, 1132, 1133, 1134 1152 1152, 1153 1152, 1153, 1154 1152, 1153, 1154, 1155
<b>2.</b>	Easement to Drain Water 1 Wide	1020	1001, 1002, 1003, 1004, 1005

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
  
 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-00071

**Part 1 (cont)**

	<b>Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-</b>	<b>Burdened lot(s) or parcel(s):-</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:-</b>
3.	Easement to Drain Water 6 Wide	1029, 1030, 1031 1040 1041 1042 1043 1136 1137 1138 1139 1147 1148 1149 1150	1034, 1035, 1036 1039 1039, 1040 1039, 1040, 1041 1039, 1040, 1041, 1042 1135 1135, 1136 1135, 1136, 1137 1135, 1136, 1137, 1138 1148, 1149, 1150, 1151 1149, 1150, 1151 1150, 1151 1151
4.	Right of Carriage Way & Easement for Services 6 Wide	1029 1030 1031 1032 1033 1039 1040	1030, 1031, 1032, 1033 1029, 1031, 1032, 1033 1029, 1030, 1032, 1033 1029, 1030, 1031, 1033 1029, 1030, 1031, 1032 1040, 1041, 1042, 1043 1039, 1041, 1042, 1043

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Lengths are in Metres

Sheet 6 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

**Part 1 (cont)**

	<b>Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-</b>	<b>Burdened lot(s) or parcel(s):-</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:-</b>
4.	Right of Carriage Way & Easement for Services 6 Wide	1041 1042 1043 1135 1136 1137 1138 1139 1147 1148 1149 1150 1151	1039, 1040, 1042, 1043 1039, 1040, 1041, 1043 1039, 1040, 1041, 1042 1136, 1337, 1338, 1139 1135, 1137, 1138, 1139 1135, 1136, 1338, 1139 1135, 1136, 1137, 1139 1135, 1136, 1137, 1138 1148, 1149, 1150, 1151 1147, 1149, 1150, 1151 1147, 1148, 1150, 1151 1147, 1148, 1149, 1151 1147, 1148, 1149, 1150
5.	Easement for Padmount Substation 2.75 Wide	1049, 1128, 1155	Endeavour Energy
6.	Restriction on Use of Land	Part 1049, Part 1050, Part 1091, Part 1128, Part 1155, Part 1156	Endeavour Energy

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Lengths are in Metres

Sheet 7 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-00077

**Part 1 (cont)**

	<b>Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-</b>	<b>Burdened lot(s) or parcel(s):-</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:-</b>
7.	Restriction on Use of Land	Part 1049, Part 1050, Part 1091, Part 1128, Part 1155, Part 1156	Endeavour Energy
8.	Restriction on Use of Land	1001 to 1010 inclusive, 1015 to 1048 inclusive, 1054 to 1063 inclusive, 1070 to 1074 inclusive, 1086 to 1092 inclusive, 1130, 1131, 1138, 1139, 1144	Blacktown City Council
9.	Restriction on Use of Land	Each Lot 1001 to 1163 inclusive	Blacktown City Council
10.	Restriction on Use of Land	1001 to 1163 inclusive	Blacktown City Council
11.	Easement to Drain Water (Whole Lot)	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
12.	Restriction on Use of Land	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
13.	Positive Covenant	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council

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Lengths are in Metres

Sheet 8 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-00077

**Part 1 (cont)**

	<b>Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-</b>	<b>Burdened lot(s) or parcel(s):-</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:-</b>
14.	Restriction on Use of Land	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
15.	Positive Covenant	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
16.	Positive Covenant	1029, 1030, 1031, 1032, 1033	Blacktown City Council
17.	Positive Covenant	1039, 1040, 1041, 1042, 1043	Blacktown City Council
18.	Positive Covenant	1135, 1136, 1137, 1138, 1139	Blacktown City Council
19.	Positive Covenant	1147, 1148, 1149, 1150, 1151	Blacktown City Council
20.	Restriction on Use of Land	1001 to 1010 inclusive, 1013 to 1023 inclusive, 1026, 1027, 1028, 1044 to 1048 inclusive, 1051 to 1057 inclusive, 1059 to 1071 inclusive,	Blacktown City Council

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Lengths are in Metres

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Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-00077

**Part 1 (cont)**

	<b>Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-</b>	<b>Burdened lot(s) or parcel(s):-</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:-</b>
20.	Restriction on Use of Land	1074 to 1090 inclusive, 1092 to 1107 inclusive, 1111 to 1128 inclusive, 1130 to 1134 inclusive, 1140 to 1145 inclusive,	Blacktown City Council
21.	Restriction on Use of Land	1011, 1012, 1013, 1014, 1129, 1145, 1146, 1157, 1158, 1159	Blacktown City Council
22.	Easement for Access & Maintenance 0.9 Wide	1029 1030 1031 1032 1040 1041 1042 1043 1136 1137	1030 1031 1032 1033 1039 1040 1041 1042 1135 1136

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Lengths are in Metres

ePlan  
 Sheet 10 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
 D.P. 39303, Lot 40 D.P. 39341 &  
 Lot 102 D.P. 1205832 covered by  
 Council's Subdivision Certificate No. 16-0007

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
22.	Easement for Access & Maintenance 0.9 Wide	1138 1139 1147 1148 1149 1150 1150	1137 1138 1148 1149 1150 1151

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Lengths are in Metres

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Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00077

**Part 2**

**Name of Authority empowered to release vary or modify easements numbered 1, 2, 3 & 11 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.**

A Right of Carriageway as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 as amended together with an Easement for Services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 as amended.

Name of Authority empowered to release vary or modify the terms of the easement numbered 4 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.**

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

**Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.**

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:
  - the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
  - the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
  - and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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Lengths are in Metres

Sheet 12 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

3. Definitions

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

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

**"restriction site"** means that part of the lot burdened subject to the restriction on the use of land.

**"120/120/120 fire rating"** and **"60/60/60 fire rating"** mean 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.

4. Lessee of Endeavour Energy's Distribution System.

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

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.**

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan

2. Definitions

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

**"restriction site"** means that part of the lot burdened subject to the restriction on the use of land.

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Lengths are in Metres

Sheet 13 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00071

**Part 2 (cont)**

- 3. Lessee of Endeavour Energy's Distribution System.
  - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution from Endeavour Energy.
  - 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Name of Authority empowered to release vary or modify the terms of the easement and restrictions numbered 5, 6 and 7 in the plan is Endeavour Energy.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 8 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.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.**

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

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Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00071

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.**

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release vary or modify restriction numbered 10 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.**

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the device') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations 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 of 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 Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as Construction Certificate No. 13518 on 1 September 2015 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 CC-15-01363.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 12 in the plan is Blacktown City Council.

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Lengths are in Metres

Sheet 15 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.**

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, 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 Maintenance Schedule, a copy of which is held on Council File CC-15-01363. 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.
  - (d) Notify Council in writing after each programmed maintenance inspection.
  - (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 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.
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.

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Sheet 16 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

(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, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
  - II. Legal costs on an indemnity basis for issue of the 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 purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as approved Construction Certificate No. 13518 on 1 September 2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to 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 CC-15-01363.

Blacktown Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify positive covenant numbered 13 in the plan is Blacktown City Council.

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Sheet 17 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2

D.P. 39303, Lot 40 D.P. 39341 &

Lot 102 D.P. 1205832 covered by

Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.**

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations 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 of 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 Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as required by Development Consent No 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as Construction Certificate No. 13518 on 1 September 2015 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 CC-15-01363.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 14 in the plan is Blacktown City Council.

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Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.**

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
  - (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 Maintenance Schedule, a copy of which is held on Council File DA 14-2092. 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 in writing after each programmed maintenance inspection.
  - (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 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.
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.

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Lengths are in Metres

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Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

(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, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- II. Legal costs on an indemnity basis for issue of the 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 purpose of this restriction, 'the device' means the Future Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as required by Development Consent No. 14-2092 and as detailed on the plans approved by Stephen Grant Johnson as approved Construction Certificate No. 13518 on 1 September 2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-15-01363.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify positive covenant numbered 15 in the plan is Blacktown City Council.

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Lengths are in Metres

Sheet 20 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 16, 17, 18 & 19 in the plan.**

The proprietor of the lot hereby burdened will in respect of the Right of Carriageway within the burdened lot secondly referred to in the abovementioned plan:

- (a) maintain the driveway surface and any associated drainage system in reasonable working condition and
- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition and
- (c) share the cost of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
- (d) the owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited
- (e) the owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority empowered to release vary or modify positive covenant numbered 16, 17, 18 & 19 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 20 in the plan.**

The wall of any dwelling erected on the lot hereby burdened, is not to be located within 900mm of the side boundary unless there is a registered maintenance easement on the adjoining property, extending the length of the wall

Name of Authority empowered to release vary or modify restriction numbered 20 in the plan is Blacktown City Council.

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Lengths are in Metres

Sheet 21 of 23 Sheets

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00077

**Terms of easement, profit à prendre, restriction or positive covenant numbered 21 in the plan.**

No further development of the burdened lots without development consent. Such consent will not be issued until the temporary drainage basins are no longer required and permanent downstream regional drainage basins has been constructed.

Name of Authority empowered to release vary or modify restriction numbered 21 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 22 in the plan.**

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (c) cause as little damage as possible to the burdened lot and any improvement on it and
- (d) restore as nearly as is practicable the burdened lot to its former condition; and
- (e) make good any collateral damage; and

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Blacktown City Council, and

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority empowered to release vary or modify the terms of the easement numbered 22 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 22 of 23 Sheets


Plan:

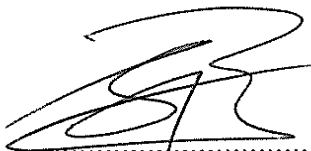
**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16-00077

**Part 2 (cont)**

EXECUTED by )  
3377 Holdings Pty Ltd )  
(ACN 169 260 628) )  
in accordance with section 127 of the )  
Corporations Act: )

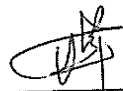
  
.....  
Signature of Director

  
.....  
Signature of Director/Secretary

BO GONG  
.....  
Name of Director

CHENG JIA PAN  
.....  
Name of Director/Secretary

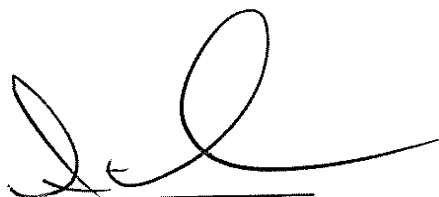
SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:

  
.....  
Witness Signature

CAROLINE SHEN  
ANALYST  
NAB Corporate Property NSW

.....  
Print Name

255 George Street Sydney  
.....  
Address

  
.....  
Attorney Signature

Adam Pearce  
.....  
Print Name of Attorney

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Plan:

**DP1207919**

Plan of Subdivision of Lots 1 & 2  
D.P. 39303, Lot 40 D.P. 39341 &  
Lot 102 D.P. 1205832 covered by  
Council's Subdivision Certificate No. 16 00077

**Part 2 (cont)**

Signed on behalf of )  
Endeavour Energy )  
ABN 59 253 130 878 )  
by its Attorney pursuant to )  
Power of Attorney Book 4693 No. 329 )  
in the presence of: )

*Raymond Swinmonds*  
.....  
Signature of WITNESS

*Helen Smith*  
.....  
Signature of Attorney

*Raymond Swinmonds*  
.....  
Name of Witness (BLOCK LETTERS)

*Helen Smith*  
.....  
Name of Attorney

C/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

*Manager Property & Fleet*  
.....  
Position

Date of Execution: *21 MARCH 2016*

Reference: *URS16198*



APPROVED BY BLACKTOWN CITY COUNCIL .....  
General Manager / Authorised Officer

AD VALOREM DUTY. PAID 17/10/61	N.S.W. DEPARTMENT OF STAMP DUTIES 20/7/61	NEN SOUTH WALES. STAMP DUTY SEVEN SHILLINGS AND SIX PENCE DULY STAMPED.	N.S.W. FINE PAID STAMP DUTY
NSW. STAMP DUTIES OFFICE Number <del>600</del> 600	Book <del>2574</del> 2575	CONVEYANCE.	

THIS DEED made the SEVENTH day of FEBRUARY One thousand nine hundred and sixty BETWEEN TA-LAND ENTERPRISES PTY. LIMITED a Company duly incorporated whose registered office is situated at 15 Westbrook Avenue, Wahroonga (hereinafter called "Vendor") of the first part COMMERCE & COMMISSION LIMITED a Company duly incorporated whose registered office is situated at 62 Margaret Street, Sydney of the second part and RICHARD CHARLES DOLTON of Lot 2 Boundary Road, Schofields, Taxi Owner and KATHLEEN DOLTON, his Wife (hereinafter called "Purchasers") of the third part WHEREAS by Deed of Mortgage bearing date the Nineteenth day of November One thousand nine hundred and fifty eight made between Ta-Land Enterprises Pty. Limited of the one part and Commerce & Commission Limited of the other part registered No.157 Book 2466 (inter alia) the land and hereditaments hereinafter described were conveyed to the said Commerce & Commission Limited in fee simple by way of mortgage to secure the principal sum therein mentioned and interest AND WHEREAS by a Deed of Variation made the twenty-fifth day of February One thousand nine hundred and fifty nine made between Ta-Land Enterprises Pty. Limited of the one part and Commerce & Commission Limited of the other part Registered No.211 Book 2475 the principal sum secured by the said recited mortgage was increased and the term of the said mortgage was extended AND WHEREAS the said Ta-Land Enterprises Pty. Limited has agreed to sell the lands and hereditaments hereinafter described to the said Richard Charles Dolton and Kathleen Dolton at the price or sum of One thousand four hundred pounds (£1400) AND WHEREAS it has been agreed that of the said purchase money ONE THOUSAND ONE HUNDRED AND THIRTY FOUR POUNDS ONE SHILLING AND EIGHT PENCE (£1134-1-8) shall be paid to the said Commerce & Commission Limited in part discharge of the said mortgage debt and the said Commerce & Commission Limited has agreed to join in these presents in the manner hereinafter expressed NOW THIS DEED WITNESSETH that in consideration of the sum of ONE THOUSAND ONE HUNDRED AND THIRTY FOUR POUNDS ONE SHILLING AND EIGHT PENCE (£1134-1-8) paid to the said Commerce & Commission Limited by the said Richard Charles Dolton and Kathleen Dolton at the direction of the said Ta-Land Enterprises Pty. Limited and of the sum of TWO HUNDRED AND SIXTY FIVE POUNDS EIGHTEEN SHILLINGS AND FOUR PENCE (£265-18-4) to the said Ta-Land Enterprises Pty. Limited (the receipt of which respective sums is hereby respectively acknowledged) the said Commerce & Commission Limited as Mortgagee by direction of the said Ta-Land Enterprises Pty. Limited as beneficial owner doth hereby convey AND the said Ta-Land Enterprises Pty. Limited as beneficial owner doth hereby convey and confirm unto the said Richard Charles Dolton and Kathleen Dolton ALL THAT piece or parcel of land situated at Schofields in the Shire of Blacktown, Parish of Gidley, County of Cumberland and State of New South Wales being part of Portion 8 of the said Parish and being Lot 2 as shown in Registered Plan No.2303 excepting thereout the Vendor's estate and interest in all minerals lying within the said land TO HOLD unto the said Richard Charles Dolton and Kathleen Dolton as joint tenants in fee simple freed and discharged from all principal moneys and interest secured by and all claims and demands under the said recited Mortgage AND the said Commerce & Commission Limited and Ta-Land Enterprises Pty. Limited so as to be liable under this covenant so long only as it respectively retains the documents hereby covenanted to be produced in its respective custody and for the purpose of binding also as far as it respectively can all other persons into whose custody the said documents may come but no further or otherwise HEREBY respectively COVENANTS to produce or cause to be produced the documents set out in the first Schedule hereto AND the said Richard Charles Dolton and Kathleen Dolton for themselves and their respective executors administrators and assigns covenant with Ta-Land Enterprises Pty. Limited it-s successors and assigns:

(a) That no fence shall be erected on the said land to divide it from the Vendor's adjoining lots Numbers 1 and 3 Registered Plan No.2303 and Lots 39 and 40 Registered Plan No.2341 without the consent of the Vendor but such consent shall not be withheld if the fence shall be erected without expense to the Vendor and in favour of any person dealing with the Purchaser such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

(b) That the Purchasers shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth

I R54.  
CJ

THE COMMON SEAL of  
TA-LAND ENTERPRISES  
PTY. LIMITED was hereto  
affixed by Order of the  
Directors in the  
presence of:  
Joan H. Taylor  
Secretary



clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Vendor but upon conveyance of such adjoining land the said covenant shall become absolutely void.

The burden of the foregoing covenants shall be upon the land hereby conveyed. The said covenant may be released modified or varied by the owner for the time being of the land to which the said covenant is appurtenant.

IN WITNESS whereof the said Companies have hereunto set their Common Seals and the Purchasers have hereunto set their hands and affixed their seals the day and year first hereinbefore written.


THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

Date of Instrument	Instrument	Parties	Date	Registration No. Book
1. 1.11.1822	Crown Grant	Joseph Biggs	2.11.1822	Page 66 No.10
2.12.10.1824	Indenture of Release	Joseph Biggs, Esther Biggs & Joseph Pye	---	---
3.21.3.1877	Conveyance	Robert Dick David Pye & George Startin & Mary Eliza- beth Startin & James Adam Dick	13.4.1877	No.28 Bk.168
4.10.2.1881	Conveyance	Charles Frederick Richard Muller & David Pye	11.2.1881	No.210 Bk.214
5.23.2.1882	Conveyance	James Adam Dick & David Dick Pye	24.2.1882	No.172 Bk.240
6. 7.5.1888	Conveyance	David Dick Pye & David Pye	1.6.1888	No.745 Bk.389
7.10.5.1898	Conveyance	Frank David Muller & Richard Rouse Terry	10.5.1898	No.856 Bk.619
8. 8.9.1898	Conveyance	James Dunsmore David Dick Pye and James John Pye	12.9.1898	No.238 Bk.627
9. 14.3.1904	Decree No. 1154 of Supreme Court of New South Wales in Equity	Jane Emma Terry, Frank David Muller & James John Pye	Passed and entered 11.4.1904	
10.18.4.1904	Conveyance	Jane Emma Terry, Frank David Muller & James John Pye	20.4.1904	No.168 Bk.757
11.25.11.1947	Statutory Declaration	David Sydney Pye		
12.29.11.1947	Conveyance	David Sydney Pye & Francis James Pye & Alfred James Giles Swane & Amydyne Sarah Swane	18.7.1951	No.548 Bk. 2178

No. ~~614~~ 600 Book ~~2574~~ 2575

Date of Instrument	Instrument	Parties	Date	Registration No. Book
13. 7.4.1952	Statutory Declaration	David Sydney Pye		
14. 7.4.1952	Statutory Declaration	David Sydney Pye		
15. 4.8.1952	Conveyance	Alfred James Giles Swane, Sarah Amydyne Swane & Kenneth John Swane	18.9.1952	No.790 Bk.2225
16. 4.8.1952	Mortgage	Kenneth John Swane & Alfred James Giles Swane & Amydyne Sarah Swane	18.9.1952	No.791 Bk.2225
17. 8.9.1955	Statutory Discharge	Endorsed on abovementioned mortgage dated 4.8.1952	20.9.1955	No.967 Bk.2345
18. 2.4.1954	Mortgage	Kenneth John Swane & Rural Bank of New South Wales	7.9.1954	No.422 Bk.2284
19. 7.9.1955	Statutory Discharge	Endorsed on the above-mentioned mortgage dated 2.4.1954	13.9.1955	No.117 Bk.2345
20. 8.9.1955	Conveyance	Kenneth John Swane & Allen Maitland Bailey	20.9.1955	No.20 Bk.2346
21. 8.9.1955	Mortgage	Allen Maitland Bailey & Kenneth John Swane	19.11.1955	No.872 Bk.2351
22. 30.9.1955	Transfer of Mortgage	Kenneth John Swane & Property Mortgages Limited	17.11.1955	No.873 Bk.2351
23. 17.9.1956	Mortgage	Kenneth John Swane & Rothsay (Aust) Pty. Limited	27.9.1956	No.265 Bk.2382
24. 5.6.1957	Statutory Discharge	Endorsed on the abovementioned Mortgage dated 17.9.56	12.6.1957	No.919 Bk.2407
25. 1.11.1956	Variation of Mortgage	Property Mortgages Limited, Allen Maitland Bailey, Kenneth John Swane & Rothsay (Aust) Pty.Ltd.	13.2.57	No.100 Bk.2396
26. 25.2.1958	Statutory Discharge	Endorsed on above-mentioned mortgage dated 8.9.1955	3.3.1958	No.840 Bk.2435

THE COMMON SEAL of TA-LAND )  
 ENTERPRISES PTY.LIMITED )  
 was hereto affixed by Order )  
 of the Directors in the )  
 presence of:

  
 Joan H. Taylor  
 Secretary  
 Director.

Date of Instrument	Instrument	Parties	Date	Registration No. Book
27. 8.9.1955	Statutory Discharge Mortgage	Allen Maitland Bailey and Alfred James Giles Swane & Amydyne Sarah Swane	5.10.1955	No.507 Bk.2347
28.27.3.1957	Statutory Discharge	Endorsed on abovementioned Mortgage dated 8.9.1955	3.4.1957	No.713 Bk.2403
29.14.1.1958	Mortgage	Allen Maitland Bailey & Common- wealth Trading Bank of Australia	23.1.1958	No.860 Bk.2431
30. 19.2.1958	Statutory Discharge	Endorsed on abovementioned Mortgage dated 14.1.1958	3.3.1958	No.841 Bk.2435
31. 25.2.1958	Mortgage	Allen Maitland Bailey & Irvine Robert Lauri Kennedy & Dorothy Evelyn Kennedy	3.3.1958	No.842 Bk.2435
32.19.11.1958	Statutory Discharge	Endorsed on the abovementioned mortgage dated 25.2.1958	3.12.1958	No.155 Bk.2466
33.19.11.1958	Conveyance	Allen Maitland Bailey & Ta- Land Enterprises Pty.Ltd.	3.12.1958	No.156 Bk.2466
34.19.11.1958	Mortgage	Ta-Land Enterprises Pty. Limited & <del>3.12.1958</del> Commerce & Commission Ltd.	3.12.1958	No.157 Bk.2466

THE COMMON SEAL of TA-LAND ENTERPRISES PTY. LIMITED was hereto affixed by Order of the Directors in the presence of:

JOAN H. TAYLOR.  
Secretary

COMMON SEAL OF TA-LAND ENTERPRISES PTY. LIMITED

JOHN BAYLER.  
Director

THE COMMON SEAL of COMMERCE & COMMISSION PTY. LIMITED was hereto affixed by Order of the Directors in the presence of:

A. OLLIVER.  
Secretary

THE COMMON SEAL OF COMMERCE AND COMMISSION PTY. LIMITED.

W. MAY.  
A. TITMUS.  
Director

SIGNED SEALED AND DELIVERED by the said RICHARD CHARLES DOLTON and KATHLEEN DOLTON in the presence of:

J.D. SILLAR.  
SOLICITOR  
SYDNEY

R.C. DOLTON  
K. DOLTON.

No 600

Book 2575

I, MICHAEL ANTHONY PICKIN of Cnr. Main & Patrick Streets Blacktown  
Articled clerk to Messrs A.J. Huxedurp & Co. of Cnr. Main & Patrick  
Streets Blacktown, Solicitors, being duly sworn makes oath and say  
as follows: That the writing contained on the four preceding pages  
has been compared by me with the original and is a true copy thereof.

SWORN at Sydney this <sup>11<sup>th</sup></sup>  
day of <sup>July</sup> One thousand nine hundred  
and sixty one BEFORE ME

~~A Justice of the Peace~~

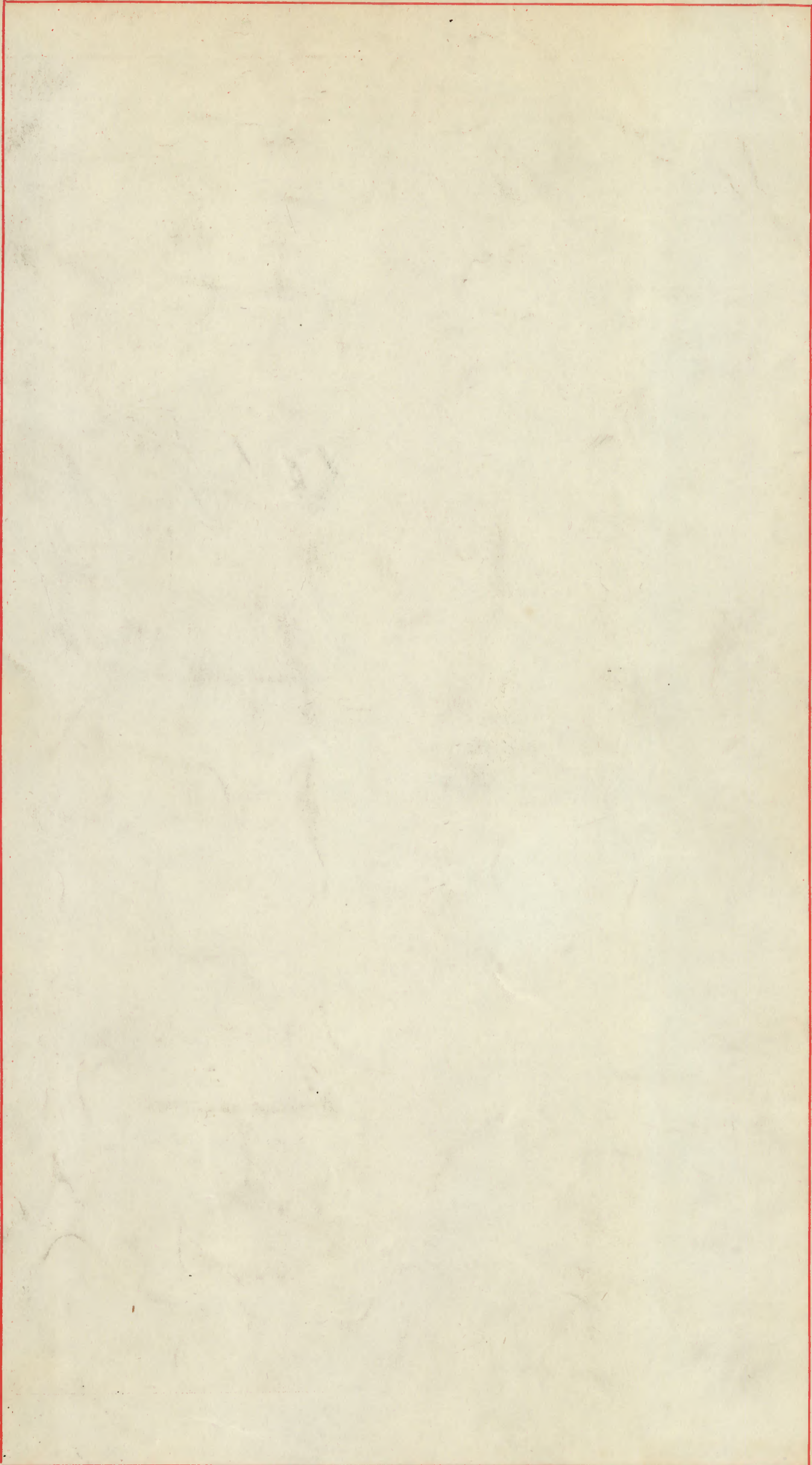
*[Signature]*  
**DEPUTY REGISTRAR General**

Received in to the Registration of Deeds Office at Sydney the <sup>11<sup>th</sup></sup>  
day of <sup>July</sup> One thousand nine hundred and sixty one at <sup>fourty</sup>  
minutes past <sup>two</sup> o'clock in the <sup>After</sup> noon from the said  
MICHAEL ANTHONY PICKIN

*[Signature]*  
**DEPUTY REGISTRAR General**

*[Handwritten mark]*

[Empty rectangular box]



SEE DEPOSITED DEEDS PACKET NO. 37266.

No. 629

Book 2777.

£2

3 FEB 1966

THIS DEED made the 17<sup>th</sup> day of DECEMBER, One thousand nine hundred and sixty five BETWEEN TA-LAND ENTERPRISES PTY. LIMITED a Company duly incorporated whose registered office is situated at 15 Westbrook Avenue, Wahroonga, (hereinafter called "Vendor") of the first part AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED a Company duly incorporated whose registered office is situated at 56 Young Street, Sydney, (hereinafter called "Mortgagee") of the second part and ALLEN WILLIAM BROWN of Lot 1 Boundary Road Schofields in the State of New South Wales Labourer (hereinafter called "Purchaser") of the third part WHEREAS Contract of Sale bearing date the eighth day of June One thousand nine hundred and sixty made between the Vendor of the one part and the Purchaser of the other part the Vendor agreed to sell and the Purchaser to purchase for the sum of *one thousand six hundred and fifty pounds (£1650)* on the terms herein set forth the land and hereditaments hereinafter described AND WHEREAS by Deed of Mortgage bearing date the twentyeighth day of November One thousand nine hundred and sixty three made between the Vendor of the one part and the Mortgagee of the other part No. 74 Book 2680 (inter alia) the land and hereditaments hereinafter described were conveyed to the Mortgagee in fee simple by way of mortgage to secure the principal sum therein mentioned and interest subject to the said contract for sale dated the eighth day of June One thousand nine hundred and sixty thereof to the Purchaser and with the benefit and advantage thereof and all sums or sums due and unpaid and thenceforth to accrue and owing in respect thereof AND WHEREAS the Purchaser has paid to the Vendor the whole of the purchase money payable under the said recited Contract and has requested it to ~~convey~~ <sup>CONVEY</sup> to him the land and hereditaments hereinafter described AND WHEREAS the Mortgagee has been requested to join in this Conveyance and has agreed to do so in manner hereinafter appearing NOW THIS DEED WITNESSETH that in pursuance of the said Contract and in consideration of the sum of One thousand six hundred and fifty pounds (£1650.0.0.) paid by the Purchaser to the Vendor <sup>WITH</sup> ~~under~~ the consent of the Mortgagee (the receipt whereof is hereby acknowledged) and in consideration of the premises the said Mortgagee as Mortgagee by direction of the said Vendor as beneficial owner DOTH HEREBY CONVEY and the said Vendor as beneficial owner DOTH HEREBY CONVEY AND CONFIRM unto the said Purchaser ALL THAT piece or parcel of land situated at Schofields in the Shire of Blacktown, Parish of Gidley, County of Cumberland and State of New South Wales being part of Portion 8 of the said Parish and being Lot 1 as shown in Registered Plan numbered 2303 excepting thereout the Vendor's Estate and interest in all minerals lying within the said land TO HOLD unto the Purchaser in fee simple freed and discharged from all principal moneys and interest secured by and all claims and demands under the said recited Mortgage and contract for sale AND the said Mortgagee and Vendor so as to be liable under this covenant so long only as it respectively retains the documents hereby covenanted to be produced in its respective custody and for the purpose of binding also as far as it respectively can all other persons into whose custody the said documents

*See page 2*

*See page 3*

I *[Signature]*

C *[Signature]*

*[Signature]*

*Allen W. Brown*

- 2 -

may come but no further or otherwise HEREBY respectively COVENANTS to produce or cause to be produced the documents set out in the First Schedule hereto AND the Purchaser for himself and his executors administrators and assigns covenants with the Vendor its successors and assigns:

- (a) That no fence shall be erected on the said land to divide it from the Vendor's adjoining lots number 2 on Registered Plan No. 2303 and Lot 39 on Registered Plan No. 2341 without the consent of the Vendor but such consent shall not be withheld if the fence shall be erected without expense to the Vendor and in favour of any person dealing with the Purchaser such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) Not at any time hereafter to excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Vendor but upon conveyance of such adjoining land the said covenant (a) shall become absolutely void. The burden of the foregoing covenants shall be upon the land hereby conveyed. The said covenant may be released modified or varied by the owner for the time being of the land to which the said covenant is appurtenant.

IN WITNESS whereof the parties hereto have affixed its Common Seal and set their hands the day and year first hereinbefore written.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

1. 1. 11. 1822 Crown Grant - Joseph Biggs. Registered 2.11.1822 Page 66 No. 10.
2. 12. 10. 1824 Indenture of Release. Joseph Biggs, Esther Biggs and Joseph Pye.
3. 21. 3. 1877 Conveyance. Robert Dick, David Pye and George Startin and Mary Elizabeth Startin and James Adam Dick. Registered 13.4.1877 No. 28 Book 168.
4. 10. 2. 1881 Conveyance. Charles Frederick Richard Muller and David Pye. Registered 11.2.1881, No. 210 Book 214.
5. 23. 2. 1882 Conveyance. James Adam Dick and David Dick Pye. Registered 24.2.1882. No. 172 Book 240.
6. 7. 5. 1888 Conveyance. David Dick Pye and David Pye. Registered 1.6.1888 No. 745 Book 389.
7. 10. 5. 1898 Conveyance. Frank David Muller and Richard Rouse Terry. Registered 10. 5. 1898. No. 856 Book 619.
8. 8. 9. 1898 Conveyance. James Dunsmore, David Dick Pye and James John Pye. Registered 12.9.1898. No. 238 Book 627.
9. 14. 3. 1904 Decree No. 1154 of Supreme Court of New South Wales in Equity. Jane Emma Terry, Frank David Muller and James John Pye. Passed and entered 11.4.1904.
10. 18. 4. 1904 Conveyance. Jane Emma Terry, Frank David Muller and James John Pye. Registered 20.4.1904 No. 168 Book 757.
11. 25. 11. 1947 Statutory Declaration. David Sydney Pye.
12. 29. 11. 1947 Conveyance. David Sydney Pye and Francis James Pye and Alfred James Giles Swane and Amydyne Sarah Swane. Registered 18.7.1951 No. 548 Book 2178.

- 3 -

13. 7. 4. 1952 Statutory Declaration. David Sydney Pye.
14. 7. 4. 1952 Statutory Declaration. David Sydney Pye.
15. 4. 8. 1952 Conveyance. Alfred James Giles Swane, Sarah Amydyne Swane and Kenneth John Swane. Registered 18.9.1952 No. 790 Book 2225.
16. 4. 8. 1952 Mortgage. Kenneth John Swane and Alfred James Giles Swane and Amydyne Sarah Swane. Registered 18.9.1952 No. 791 Book 2225.
17. 8. 9. 1955 Statutory Discharge. Endorsed on abovementioned Mortgage dated 4.8.1952. Registered 20.9.1955 No. 967 Book 2345.
18. 2. 4. 1954 Mortgage. Kenneth John Swane and Rural Bank of New SouthWales. Registered 7.9.1954 No. 422 Book 2284.
19. 7. 9. 1955 Statutory Discharge. Endorsed on the abovementioned Mortgage dated 2.4.1954. Registered 13.9.1955. No. 117 Book 2345.
20. 8. 9. 1955 Conveyance. Kenneth John Swane and Allen Maitland Bailey. Registered 20.9.1955 No. 20 Book 2346.
21. 8. 9. 1955 Mortgage. Allen Maitland Bailey and Kenneth John Swane. Registered 19.11.1955. No. 872 Book 2351.
22. 30. 9. 1955 Transfer of Mortgage. Kenneth John Swane and Property Mortgages Limited. Registered 17.11.1955 No. 873 Book 2351.
23. 17. 9. 1956 Mortgage. Kenneth John Swane and Rothsay (Aust.) Pty. Limited. Registered 27.9.1956 No. 265 Book 2383.
24. 5. 6. 1957 Statutory Discharge. Endorsed on the above-mentioned Mortgage dated 17.9.1956. Registered 12.6.1957 No. 919 Book 2407.
25. 1. 11. 1956 Variation of Mortgage. Property Mortgages Limited, Allen Maitland Bailey, Kenneth John Swane and Rothsay (Aust.) Pty. Limited. Registered 13.2.1957 No. 100 Book 2396.
26. 25. 2. 1958 Statutory Discharge. Endorsed on abovementioned Mortgage dated 8.9.1955. Registered 3.3.1958 No. 840 Book 2435.
27. 8. 9. 1955 Mortgage. Allen Maitland Bailey and Alfred James Giles Swane and Amydyne Sarah Swane. Registered 5.10.1955 No. 507 Book 2347.
28. 27. 3. 1957 Statutory Discharge. Endorsed on abovementioned Mortgage dated 8.9.1955. Registered 3.5.1957 No. 713 Book 2403.
29. 14. 1. 1958 Mortgage. Allen Maitland Bailey and Commonwealth Trading Bank of Australia. Registered 23.1.1958 No. 860 Book 2431.
30. 19. 2. 1958 Statutory Discharge. Endorsed on abovementioned Mortgage dated 14.1.1958. Registered 3.3.1958 No. 841 Book 2435.
31. 25. 2. 1958 Mortgage. Allen Maitland Bailey and Irvine Robert Lauri Kennedy and Dorothy Evelyn Kennedy. Registered 3.3.1958 No. 842 Book 2435.
32. 19. 11. 1958 Statutory Discharge. Endorsed on the abovementioned Mortgage dated 25.2.1958 Registered 3.12.1958 No. 155 Book 2466.
33. 19.11.1958 Conveyance. Allen Maitland Bailey and Ta-Land Enterprises Pty. Limited. Registered 3.12.1958 No. 156 Book 2466.
34. 19. 11. 1958 Mortgage. Ta-Land Enterprises Pty. Limited and Commerce and Commission Limited. Registered 3.12.1958 No. 157 Book 2466.
35. 25. 2. 1959 Variation of Mortgage. Registered No. 157 Book 2466. Registered No. 211 Book 2475.
36. 27. 10. 1961 Discharge of Mortgage, No. 157 Book 2466. Registered No. 295 Book 2590.

*M. W. Brown*

- 37. 27. 10. 1961 Mortgage. Ta-Land Enterprises Pty. Ltd. to Automobile and General Finance Co. Ltd. No. 296 Book 2590.
- 38. 4. 9. 1962 Further Change. Ta-Land Enterprises Pty. Ltd. to Automobile & General Finance Co. Ltd. No. 284 Book 2624.
- 39. 28. 11. 1963 Discharge of Mortgage, No. 296 Book 2590. Registered No. 220 Book 2678.
- 40. 28. 11. 1963 Discharge. No. 284 Book 2624. Registered No. 221 Book 2678.
- 41. 28. 11. 1963 Mortgage. Ta-Land Enterprises Pty. Ltd. to Automobile & General Finance Co. Ltd. No. 74 Book 2680.

THE COMMON SEAL of TA-LAND ENTERPRISES PTY. LIMITED was hereto affixed by order of the Directors in the presence of:

JOHN A TAYLOR  
SEC

JOHN A TAYLOR  
DIRECTOR  
COMMON SEAL

THE COMMON SEAL of AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereto affixed by order of the Directors in the presence of:

E JACKSON JR  
A

PETER CURRIE  
ML SYMONDS  
COMMON SEAL

SIGNED SEALED AND DELIVERED by the said ALLEN WILLIAM BROWN in the presence of:

A.W. Brown (sgd)

Jonathan T. Dixon,  
Solicitor,  
21 George Street, Parramatta.

~~Joyce Sylvia Wilton~~ WAYNE ASHLEY MERTON R. L. MOTE SOLICITOR 207 CHURCH STREET, PARRAMATTA  
~~RICHARD DOYNE CHADWICK~~ of Parramatta Articled Clerk to ~~Robilliard & Robilliard~~ of the same place Solicitors being duly sworn maketh oath and saith:-

The typewriting contained on this and the three preceding pages has been compared by me with the original Conveyance and is a true copy thereof.

SWORN at Parramatta this 3rd day of February 1965 Before me:

*[Signature]*

RECEIVED into the Registration of Deeds Office at Sydney the 3rd day of February One thousand nine hundred and sixty five at 31 minutes past 12 o'clock in the afternoon from ~~RICHARD DOYNE CHADWICK~~ Articled Clerk to Messrs. Robilliard & Robilliard Solicitors of 21 George Street, Parramatta.

*[Signature]*

Deputy Registrar.

# Planning certificate

## Section 10.7 (2)

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

### Applicant details

INFOTRACK PTY LTD  
GPO BOX 4029  
SYDNEY

**Your reference** P305/25

### Certificate details

<b>Certificate no.</b>	PL2025/07420	<b>Fee</b>	<b>\$69.00</b>
<b>Date issued</b>	19 June 2025	<b>Urgency fee</b>	<b>N/A</b>
<b>Receipt no</b>	ReceiptNo		

### Property information

<b>Property ID</b>	373045	<b>Land ID</b>	372888
<b>Legal description</b>	LOT 1016 DP 1207919		
<b>Address</b>	25 MOWBRAY STREET TALLAWONG NSW 2762		
<b>County</b>	CUMBERLAND	<b>Parish</b>	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](mailto:s10.7certificates@blacktown.nsw.gov.au)

#### Disclaimer

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

## **Notice on the NSW Government's review of State Environmental Planning Policies**

**This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.**

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

**From 1 March 2022, the following State Environmental Planning Policies apply as follows:**

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
  - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
  - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
  - Sydney Regional Environmental Plan No 30—St Marys applied.
  - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
  - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
  - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

## Employment Land Zones Reforms

From 26 April 2023, [State Environmental Planning Policy Amendment \(Land Use Zones\) 2022 \(829\)](#) applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

## 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.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

#### 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/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.

- Review of Clause 4.6

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (State and Regional Development)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then Infrastructure State Environmental Planning Policy

The then NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.

- Proposed State Environmental Planning Policy (Environment)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

## 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

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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 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in 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. Dwelling outcomes are controlled by other mechanisms. 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

The following outlines whether the land is in a 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 Cumberland Plain Conservation Plan may apply to the site. 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](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

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#### 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

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### 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](http://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

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### 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](http://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

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### 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

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### 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

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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

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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](mailto:Floodadvice@blacktown.nsw.gov.au)

### Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

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

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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](http://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**

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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*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

## 12. Loose-fill asbestos insulation

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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

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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

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### 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

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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

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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

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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

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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

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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

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

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

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

### 20.2 On the Lighting intensity and Wind shear map

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

### 20.3 On the Obstacle limitation surface map

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

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

### 20.4 On the Public safety area map:

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

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

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

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

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

## 21. Development consent conditions for seniors housing

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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

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### 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)

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### 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:

As at the date of this Planning Certificate, Council is not aware of the land being 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:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. 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:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. 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:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. 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:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

### State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

**Note:** that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

### State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

### State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

### State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Industry and Employment) 2021**

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

### **State Environmental Planning Policy (Planning Systems) 2021**

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

### **State Environmental Planning Policy (Primary Production) 2021**

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

### **State Environmental Planning Policy (Precincts - Central River City) 2021**

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Resources and Energy) 2021**

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

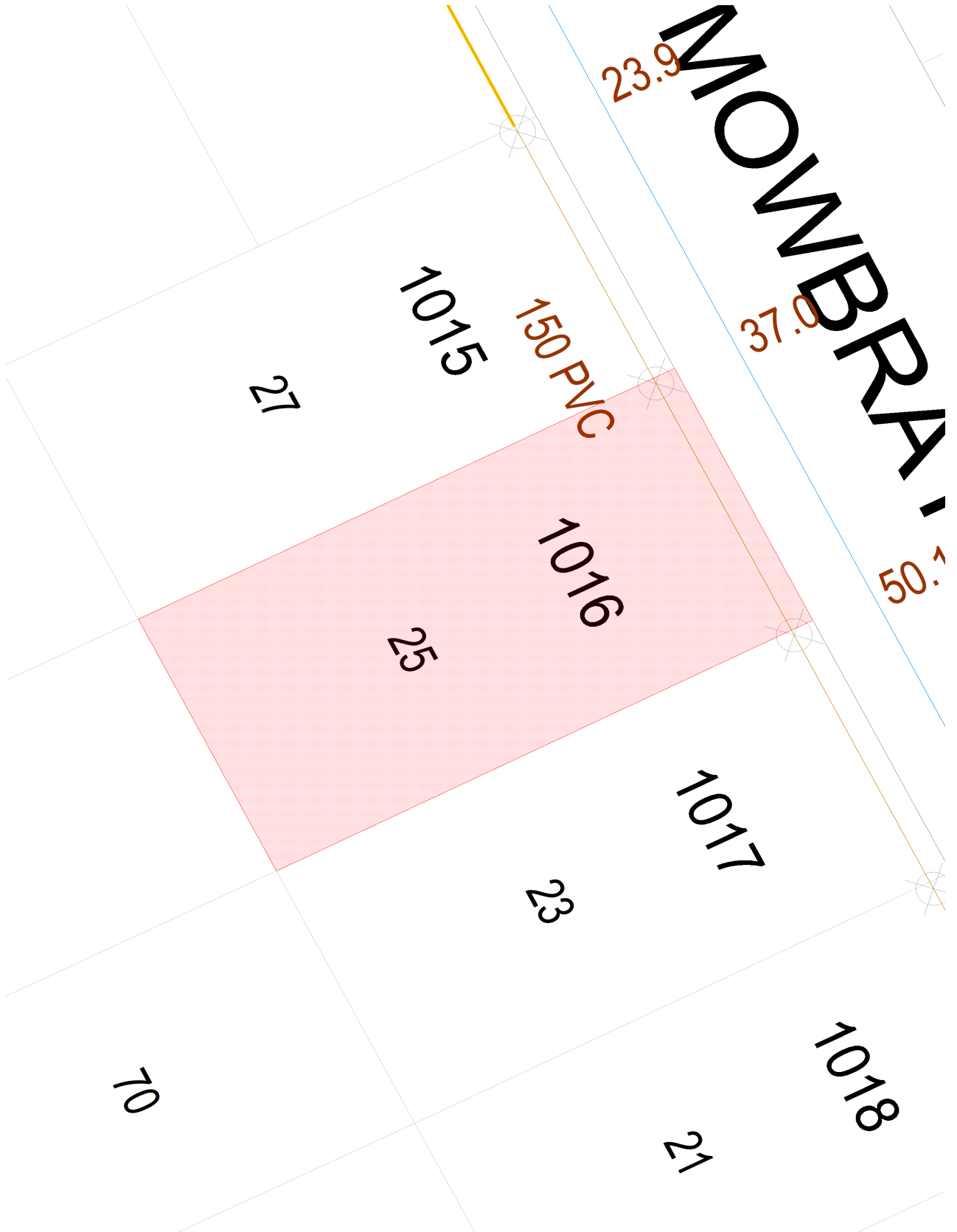
### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Service Location Print  
Application Number: 8004392688



Document generated at 19-06-2025 12:11:33 PM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

19 June 2025

**Infotrack Pty Limited**

**Reference number: 8004392689**

**Property address: 25 Mowbray St Schofields NSW 2762**

## **Sewer service diagram is not available**

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

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

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

Sincerely

**The Sydney Water team**

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
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 (a 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.
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.
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 is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
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.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (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.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations/Benefits**

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

25. 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**

26. 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.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.

We are instructed to reply the requisitions on title as follows:

1. Noted.
2. Not to the Vendor's knowledge.
- 3(a)-(f). The Vendor relies on the Contract.
4. The Vendor is not aware.
- 5.(a)&(b) The Vendor is not aware.
  
6. Noted.
7. Noted.
8. Not to the Vendor's knowledge.
9. The Vendor relies on the Contract.
10. Not to the Vendor's knowledge.
  
11. Noted.
12. The Vendor relies on the Contract.
13. Noted.
  
14. Noted.
15. No.
- 16(a)-(e). The Vendor relies on the Contract.
- 17(a)&(b). As to the Vendor no, as to predecessors in title he is unaware.
- 18(a)-(f). The Vendor relies on the Contract.
- 19(a)-(e). The Purchasers should reply on their own enquiries.
  
- 20.(a)&(b) Not to the Vendor's knowledge.
- 21(a)-(c). The Purchasers should reply on their own enquiries.
- 22.(a)-(f) The Purchasers should reply on their own enquiries.
- 23(a)-(c). The Vendor relies on the Contract.
24. Not to the Vendor's knowledge.

25. Noted.

26. Noted.

27. Noted.

28. Noted.

29. Noted.

30. Noted.

31. No.

32. Noted.



Enquiry ID 4355801  
Agent ID 81429403  
Issue Date 19 Jun 2025  
Correspondence ID 1810951846  
Your reference CKW & Associates  
Lawyers

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
D1207919/1016	25 MOWBRAY ST TALLAWONG 2762	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.