

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 97595762	NSW DAN:
vendor's agent	Mountview RE Suite 3, Level 1, 5 Celebration Drive Bella Vista NSW 2153		Phone: 0434289194 Fax: Ref:
co-agent			Ref:
vendor	BLUE SOX DEVELOPMENTS PTY LTD PTY LTD ACN 142 861 149 ATF BLUE SOX DEVELOPMENT TRUST PO Box 495 Parramatta NSW 2124		
vendor's solicitor	Joseph Trimarchi & Associates 9 Denison Street Parramatta NSW 2150		Phone: 02 9635 3611 Fax: Ref: 08856
date for completion	42nd day after the date of this contract	(clause 15)	Email: tonimarie@josephtrimarchi.com.au
land	SHOP 2, 1 CARIBBEAN PROMENADE JORDAN SPRINGS NSW 2747 (Address, plan details and title reference) LOT 2 IN STRATA PLAN 103551 Folio Identifier 2/SP103551		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Premises		
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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref: Email:
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

**land tax** is adjustable  NO  yes

**GST: Taxable supply**  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

Net Strata  
1300 638 787

298 Railway Parade, Carlton NSW 2218

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; 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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |

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

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

### **33. Warranty**

33.1 Subject to the warranty set out in Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the purchaser acknowledges that the property is being purchased in its present condition state of repair and with any defects as regards to construction or repair of any improvements thereon and subject to any infestation and dilapidation and as a result of the purchasers own inspection and the purchaser further acknowledges that the vendor has not nor has anyone on the vendors behalf made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or of any improvements thereon other than as expressly set out in this agreement for sale. The purchaser shall not make any objection, requisition or claim for compensation in relation to or arising out of the state of repair or condition of the property or its suitability for any purpose or require the vendor to carry out any work in respect of the property.

### **34. Representations made to the purchaser**

34.1 It is hereby agreed and declared that the purchaser has not entered into this agreement as a result of any representation, oral or written by the vendor or anyone on the vendors' behalf other than as set forth in this agreement and has made all such investigations and enquires as the purchaser deems appropriate. This agreement comprises all the terms and the agreements between the vendor and the purchaser with respect to the sale pursuant to this agreement

### **35. Incapacity**

35.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity if this condition had not been included it is agreed that:

35.2 If the purchaser shall die or become mentally ill then the vendor may by written notice to the solicitor named herein as the purchasers solicitor, rescind this agreement whereupon Condition 19 shall apply; and

35.3 If the purchaser shall be declared bankrupt or enter into any scheme or arrangement or make any assignment for the benefit of creditors or being a company shall resolve or go into liquidation or have an application for its winding up filed in any court of competent jurisdiction or enter into any scheme or arrangement with its creditors, or if a receiver or official manager is appointed in respect of the purchaser, then the purchaser shall be deemed to be in default hereunder and the vendor may by written notice to the solicitor named herein as the purchasers solicitor rescind this agreement.

### **36. Completion**

Any notice to complete validly served by one party to another party shall be sufficient as to time if a period of fourteen (14) days from receipt of the notice is allowed for completion. It is expressly agreed between the parties hereto that the period of fourteen (14) days is a reasonable and sufficient period for such notice notwithstanding any rule of law or equity to the contrary. The party issuing the notice shall be at liberty at any time to withdraw the said notice without prejudice to his or her right to give any further such notice.

### **37. Interest**

37.1 If the purchase price is not paid by the purchaser to the vendor upon the date of completion specified on page 1 hereto and provided such delay is not due to the default of the vendor (then in addition to all other remedies available to the vendor):

37.1.1 the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of ten per centum (10%) per annum computed from the said specified completion date until the date of payment to the vendor, both dates inclusive; and

37.1.2 Notwithstanding the provisions of any special conditions herein all interest on the deposit earned after the date specified for completion shall be paid to the vendor alone.

37.2 The purchaser shall not be entitled to require the vendor to complete this agreement unless such interest is paid to the vendor on completion and it is an essential term of this agreement that such interest be so paid. The parties hereto expressly agree that this figure represents a genuine pre estimate of the vendors' damages and is not a penalty clause.

37.3 In addition the purchaser shall pay the sum of \$220.00 to cover legal costs and expenses incurred by the vendor as a consequence of the delay, as a genuine pre estimate of these additional expenses, to be allowed by the purchaser as an additional adjustment on completion.

### **38. Services**

38.1 The purchaser shall take title subject to any existing gas, electricity or other installation services and connections (if any) and shall make no objection requisition or claim for compensation if any such services are joint services with any other lot property or properties, or that such services or connections for lot, property or properties pass on or through the lot hereby sold or the property of which the lot hereby sold forms part.

### **39. Claims by purchaser.**

Notwithstanding the provisions of clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requests for the purpose of clause 8 hereof.

### **40. Warranty as to Agent.**

40.1 The purchaser warrants that the purchaser was not introduced to the property by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract).The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

### **41. Forms.**

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

#### **42. Swimming Pool**

In the event that a swimming pool is included in the property the subject of this contract then the purchaser shall take the swimming pool and surrounds and fencing if any, in its present state of repair and will not make any objection, requisition or claim for compensation in relation thereto or as to compliance or otherwise with the Swimming Pools Act 1992. In particular should the purchaser require a swimming pool fence or should any competent authority issue any notice requiring the erection of a swimming pool fence or other work be required pursuant to the Swimming Pool Act 1992 such fence shall be erected or work carried out by the purchaser at the purchasers expense.

#### **43. Warranty as to finance.**

The purchase warrants that:

- (a). the purchaser does not require finance to purchase this property; or
- (b). the purchaser has obtained approval for finance to purchase this property.

The provisions of this clause shall not merge on completion of this agreement.

#### **44. Release of deposit**

44.1 The purchaser gives the vendor permission to use the deposit or any part thereof prior to completion in order to assist the vendor with the purchasing of another property or with the payment of stamp duty associated with the purchase of another property.

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

#### **45. Deposit**

45.1 Notwithstanding the deposit shown on the front page of the contract in the event the Vendor agrees to exchange on a reduced deposit of 5% the Vendor relies on Clause 9 of the Contract.

#### **46. Requisitions on title**

46.1 Annexed hereto and marked with the letter “A” are requisitions on title (the requisitions).

46.2 Notwithstanding the provisions of Clause 5 of the standard conditions, the vendor shall not be required nor obliged to answer any other form of general requisitions on title other than those in the form of annexure “A”

46.3 The purchaser agrees not to forward any other form of general requisitions on title nor make any further requisitions (unless such further requisition arise from the answers given by the vendor to requisitions referred to herein or they are of a specific nature that go to the title being sold).

**47. FIRB Approval.**

The purchaser acknowledges that, if the promise in 22.1 of the standard conditions is untrue in any respect, then the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on the promise.

**48. DIRECTOR'S GUARANTEES**

In the event of the purchaser purporting to be a company:

- (a) The persons in whose presence the common seal purports to have been affixed or who have purported to sign on behalf of the company warrant that the company has been incorporated and in the event of the company not being so incorporated the persons in whose presence the common seal purports to have been so affixed or who have purported to sign on behalf of the company shall be personally liable under this contract, both jointly and severally as if the had been named herein as the purchaser; or
- (b) If the purchaser company is so incorporated, the persons in whose presence the common seal purports to have been affixed or who have purported to sign on behalf of the company hereby guarantee the performance by the purchaser company of its obligations as contained within this contract and the said persons hereby indemnify the Vendor,

both jointly and severally, for any loss caused as a result of any breached of same by the purchaser company.

.....  
 Guarantor  
 Name  
 Address

.....  
 Guarantor  
 Name  
 Address

1<sup>st</sup> Guarantor or Sole Director

2<sup>nd</sup> Guarantor/Director

#### **49. Amendments to the printed form**

49.1 For every purpose of this contract the terms of clauses 1 to 32 as printed on pages 7-19 of the form of contract to which these clauses are annexed will be deemed to be amended as follows;

49.1.1 Delete clause 7.1.1

49.1.2 Clause 7.1.3 replaces the words 14 days with the words 7 days.

49.1.3 Clause 7.2.1 replaces the amount 10% with the amount 1%.

49.1.4 Clause 8.1 removes the words "on reasonable ground".

49.1.5 Clause 10.1 replaces the first line with "The purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of.

49.1.6 Clause 10.1.9 replaces the word "substance" with the word "existence".

49.1.7 Clause 16.5 to be deleted.

49.1.8 Clause 16.8 to be deleted.

49.1.9 Clause 19.2.3 to be deleted.

49.1.10 Clauses 23.9.1, 23.13, and 23.14 to be deleted.



**50. GOODS AND SERVICES TAX (GST) PAYABLE BY PURCHASER IN ADDITION TO PRICE**

- a) The purchase price herein is exclusive of any GST and the purchaser must pay to the vendor on completion of this contract in addition to the price the amount of the GST which amount will be deemed to be part of the balance of the purchase money due and payable.
- b) The Vendor shall provide the Purchaser with a tax invoice on settlement thereby enabling the Purchaser to claim an input tax credit if applicable for the amount paid.

**51. LAND TAX**

51. Notwithstanding anything to the contrary in this contract, the purchaser agrees for land tax to be adjusted by way of the following formula; The actual land tax assessment value for the property the subject of the sale without regard to any threshold exemption x 2%. The amount must be adjusted for land tax for the property in accordance with clause 14 of the contract, on the basis that it is paid for at completion.

## CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale' on page 3 of the printed contract.

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

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

## **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 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.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP103551

SEARCH DATE	TIME	EDITION NO	DATE
7/4/2022	11:31 AM	1	15/3/2022

LAND

LOT 2 IN STRATA PLAN 103551  
AT JORDAN SPRINGS  
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

BLUE SOX DEVELOPMENTS PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP103551
- 2 AQ69476 MORTGAGE TO A.J BUSH & SONS (RETAIL) PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP103551

SEARCH DATE	TIME	EDITION NO	DATE
7/4/2022	11:31 AM	1	15/3/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103551  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT JORDAN SPRINGS  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP103551

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 103551  
ADDRESS FOR SERVICE OF DOCUMENTS:  
1A CARIBBEAN PROMENANDE,  
JORDAN SPRINGS NSW 2747

SECOND SCHEDULE (34 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1272750
- 3 D431274 EASEMENT FOR DRAINAGE 10.06 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 K780528 EASEMENT FOR POWER LINE(S) 9.145 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 L569620 EASEMENT FOR TRANSMISSION LINE 4.88 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 N324748 EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.85 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP789196 RIGHT OF CARRIAGEWAY 20.115 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1132380 RESTRICTION(S) ON THE USE OF LAND
- 9 DP1149525 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 10 DP1195110 RESTRICTION(S) ON THE USE OF LAND
- 11 DP1195110 POSITIVE COVENANT
- 12 AQ358772 RESTRICTION(S) ON THE USE OF LAND
- 13 AQ358774 RESTRICTION(S) ON THE USE OF LAND
- 14 AQ358771 POSITIVE COVENANT
- 15 AQ358773 POSITIVE COVENANT
- 16 DP1272750 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE

END OF PAGE 1 - CONTINUED OVER

## SECOND SCHEDULE (34 NOTIFICATIONS) (CONTINUED)

- OF THE LAND ABOVE DESCRIBED
- 17 DP1272750 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1272750 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 19 DP1272750 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1272750 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 21 DP1272750 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1272750 EASEMENT TO ACCESS AND USE SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 23 DP1272750 EASEMENT TO ACCESS AND USE SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1272750 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1272750 RIGHT OF PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26 DP1272750 RIGHT OF PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1272750 EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28 DP1272750 EASEMENT FOR GARBAGE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29 DP1272750 EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30 DP1272750 EASEMENT FOR CONNECTION TO SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 31 DP1272750 EASEMENT FOR CONNECTION TO SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 32 DP1272750 EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 33 SP102994 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP102994
- 34 SP102994 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP103551

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100) (CONTINUED)

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STRATA PLAN 103551  
LOT ENT LOT ENT  
STRATA PLAN 103551  
LOT ENT LOT ENT  
1 - 57 2 - 43

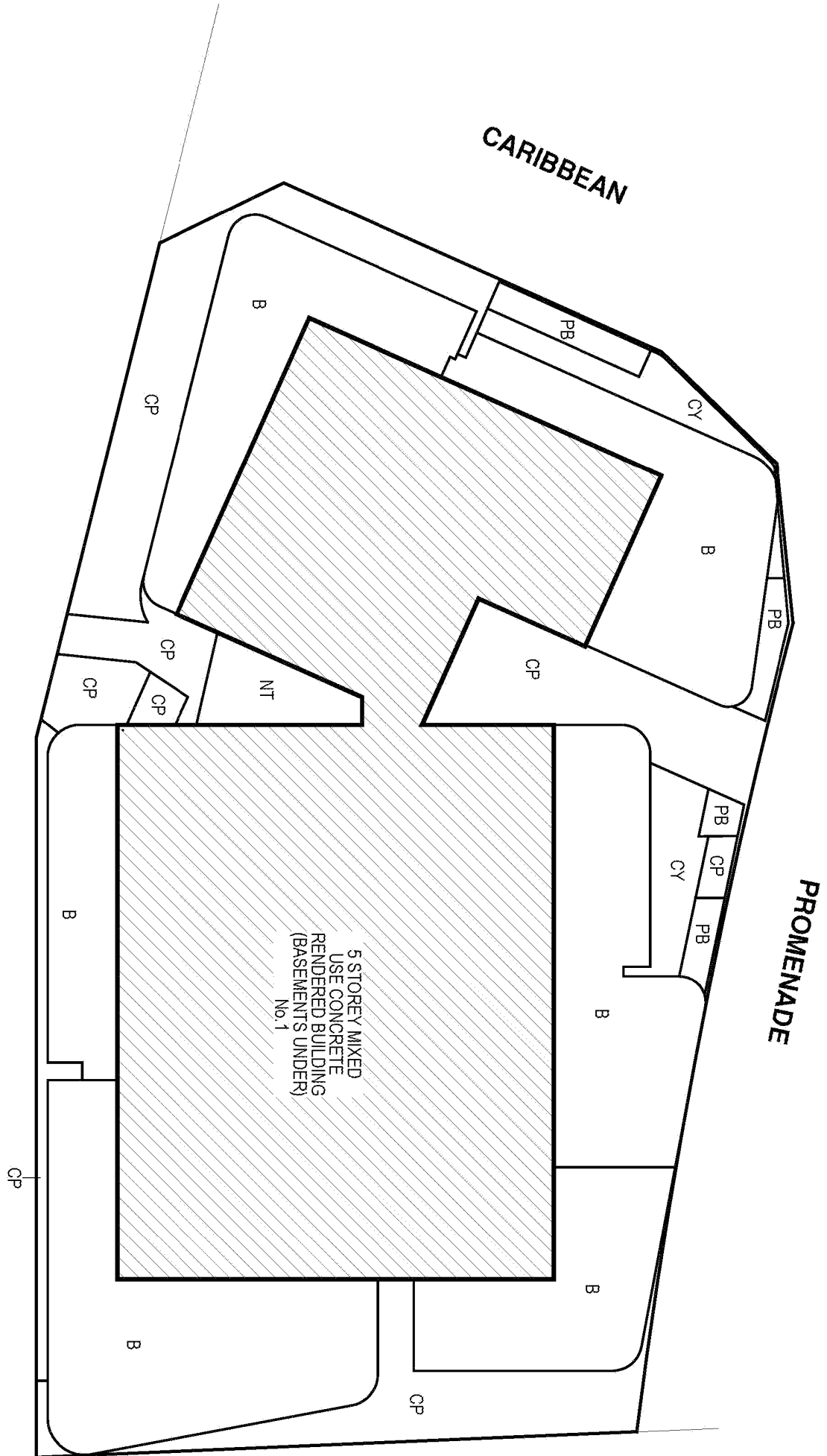
NOTATIONS

-----  
UNREGISTERED DEALINGS: NIL

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

08856

PRINTED ON 7/4/2022



20  
DP1255848

**EASEMENTS AFFECTING THE WHOLE OF THE LAND:**

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1272750)
- EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP1272750)

**SITE PLAN**

CP	COMMON PROPERTY
B	BALCONY
CY	COURTYARD
PB	PLANTER BOX
NT	NON-TAFFICABLE ROOF (CP)

Surveyor:  
**ELIZABETH ANDERSON**  
Date of Survey: 21/06/2021  
Surveyor's Ref: 7666-2

**PLAN OF SUBDIVISION OF LOT 2 IN DP1272750**

L G A: PENRITH  
Locality: JORDAN SPRINGS  
Reduction Ratio 1:200  
Lengths are in metres.

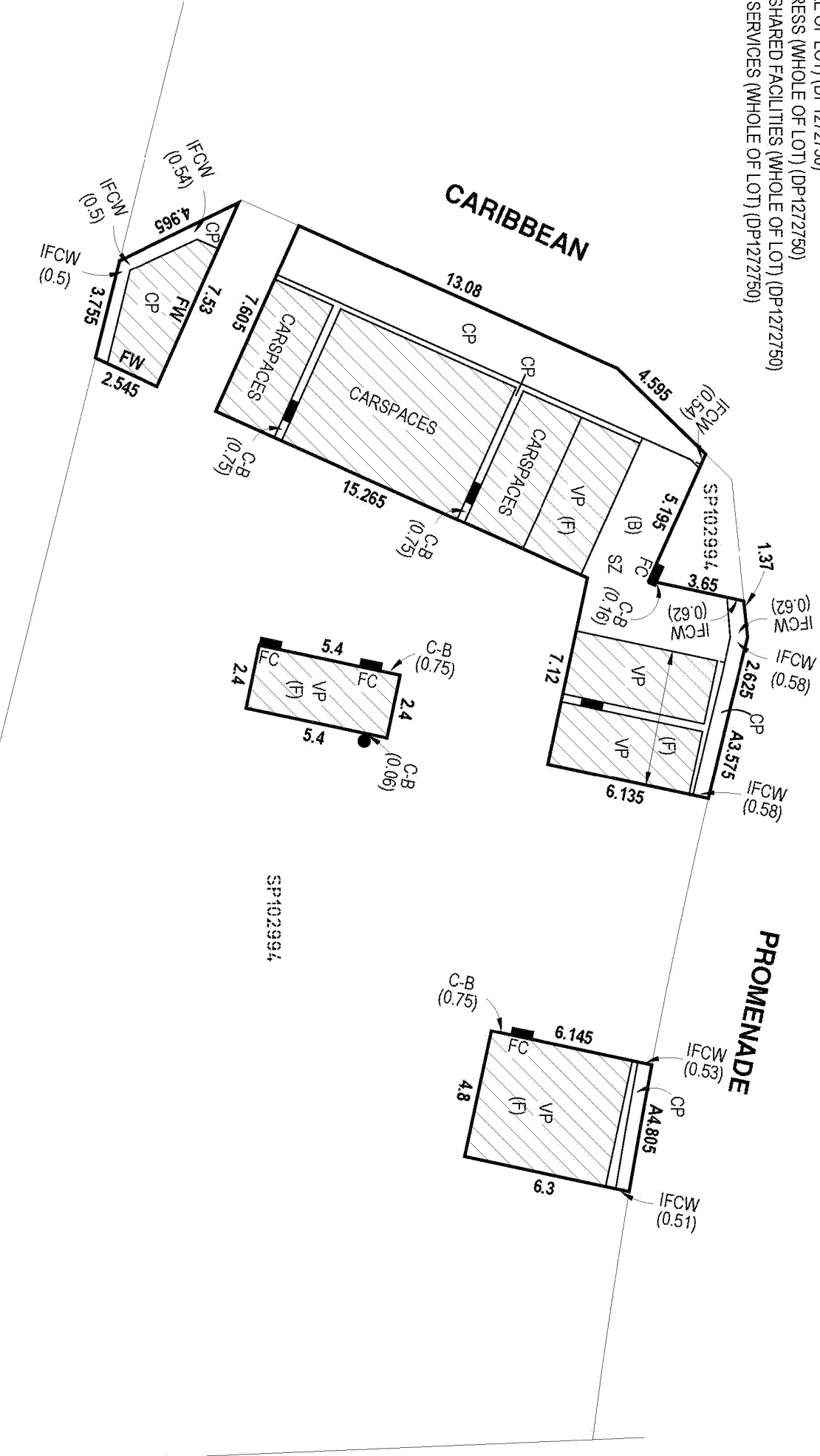
REGISTERED  
15/03/2022

**SP103551**



**EASEMENTS AFFECTING THE WHOLE OF THE LAND:**

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1272750)
- EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP1272750)



**EXISTING EASEMENTS:**

- (B) RIGHT OF PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)
- (F) EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)

**LEGEND**

- C-B denotes COLUMN TO BOUNDARY
- FC denotes FACE OF COLUMN ON BOUNDARY
- FW denotes FACE OF WALL
- IFCW denotes INSIDE FACE OF CONCRETE WALL

**LOCATION PLAN  
BASEMENT 1**

CP	COMMON PROPERTY
SZ	SHARED ZONE (CP)
VP	VISITOR PARKING (CP)

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666-2

**PLAN OF SUBDIVISION OF LOT 2 IN DP1272750**

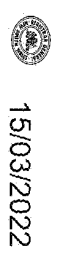
L G A: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED



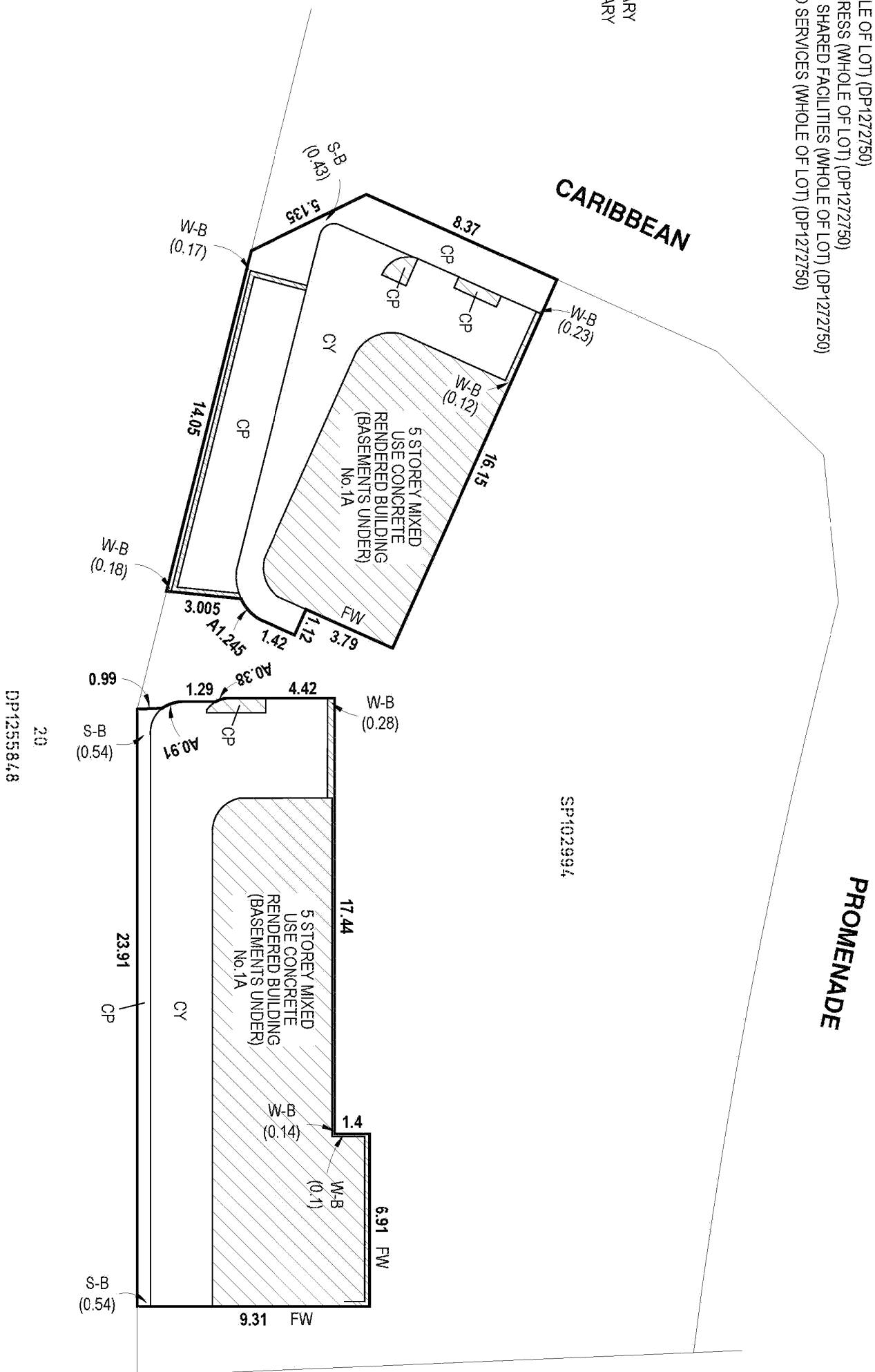
15/03/2022

**SP103551**

**EASEMENTS AFFECTING THE WHOLE OF THE LAND:**  
 EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1272750)  
 EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1272750)  
 EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1272750)  
 EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1272750)  
 EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT) (DP1272750)

**LEGEND**

FW denotes FACE OF WALL  
 S-B denotes SLAB TO BOUNDARY  
 W-B denotes WALL TO BOUNDARY



**LOCATION PLAN  
GROUND FLOOR**

CP	COMMON PROPERTY
CY	COURTYARD

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666-2

PLAN OF SUBDIVISION OF LOT 2 IN DP1272750

L G A: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200

Lengths are in metres.

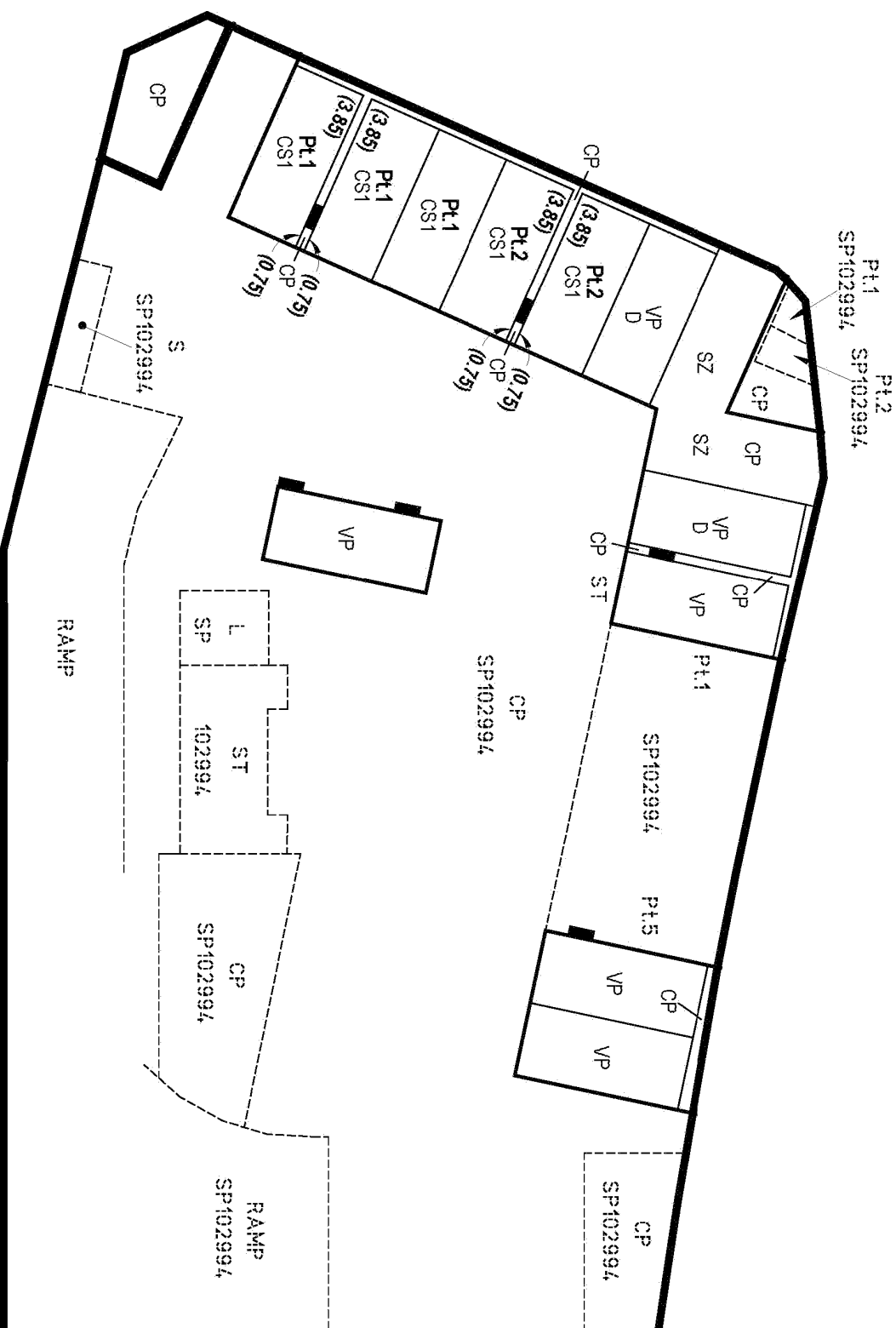
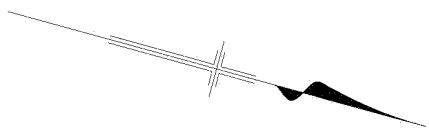
REGISTERED



15/03/2022

SP103551

Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	2.4x5.4	13



— PROLONGATION OF FACE OF COLUMN OR WALL

**NOTES:-**

COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES  
 REFER TO CAR SPACE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 ALL ANGLES ARE RIGHT ANGLES  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**BASEMENT 1**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
D	DISABLED
L	LIFT (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
VP	VISITOR PARKING (CP)

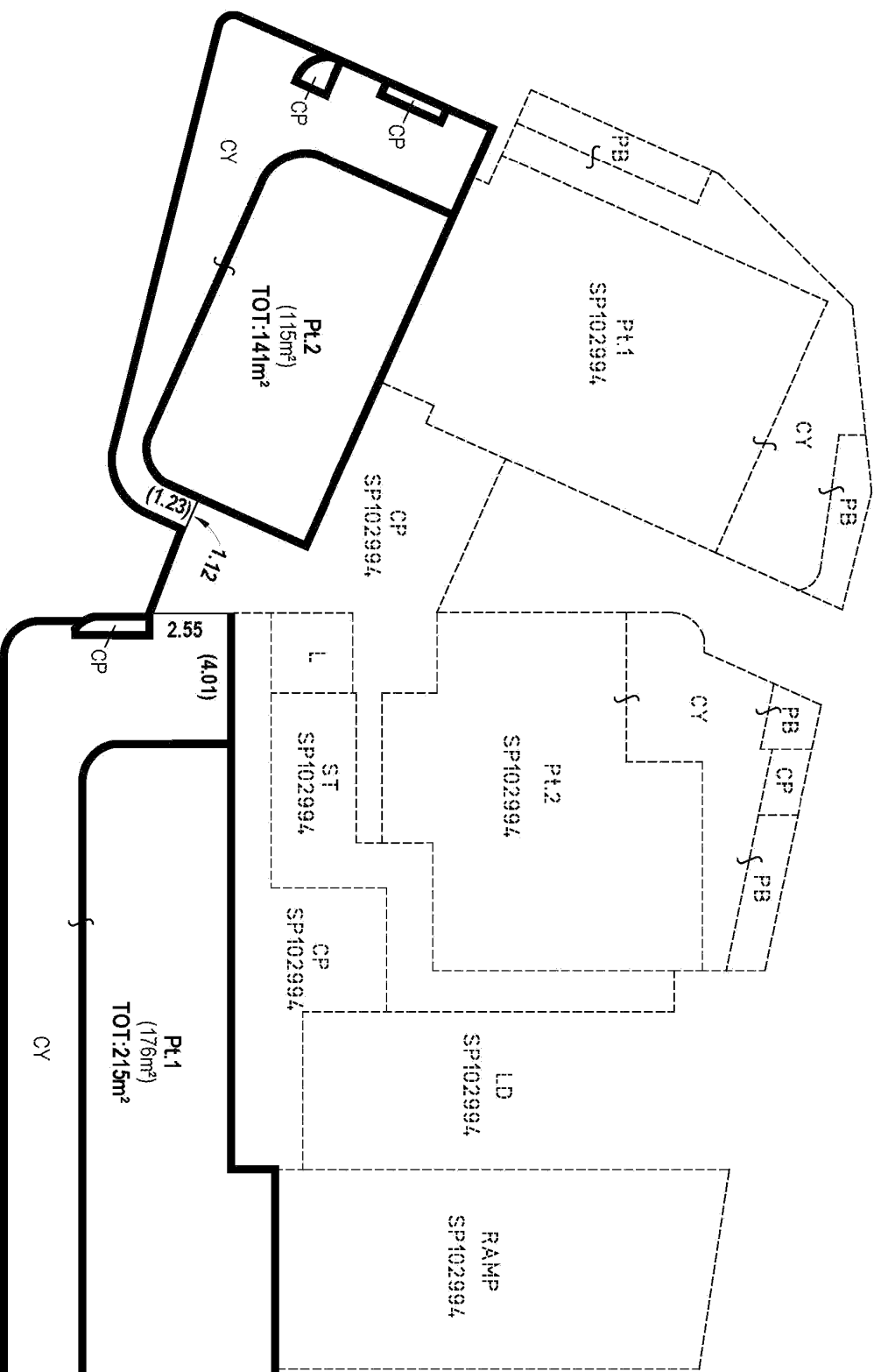
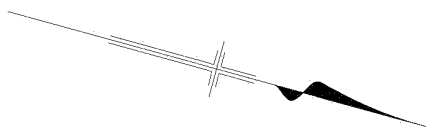
Surveyor:  
**ELIZABETH ANDERSON**  
 Date of Survey: 21/06/2021  
 Surveyor's Ref: 7666-2

PLAN OF SUBDIVISION OF LOT 2 IN DP1272750

LGA: PENRITH  
 Locality: JORDAN SPRINGS  
 Reduction Ratio: 1:200  
 Lengths are in metres.

REGISTERED  
 15/03/2022

**SP103551**



**NOTES:-**

1. WHERE NOT OVER THE BASEMENT THE LIMIT OF THE STRATUM OF EACH COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE LOTS EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE STRUCTURE OF ALL RETAINING WALLS AND FENCING WITHIN ALL LOTS IS COMMON PROPERTY
3. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
5. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**GROUND FLOOR**

CP	COMMON PROPERTY
CY	COURTYARD
L	LIFT (CP)
LD	LOADING DOCK (CP)
PB	PLANTER BOX
ST	STAIRS (CP)

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666-2

PLAN OF SUBDIVISION OF LOT 2 IN DP1272750

L G A: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED




15/03/2022

**SP103551**

SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheets
Office Use Only		Office Use Only
Registered:  15/03/2022	SP103551	
<b>PLAN OF SUBDIVISION OF LOT 2 IN DP1272750</b>	LGA: PENRITH Locality: JORDAN SPRINGS Parish: LONDONDERRY County: CUMBERLAND	
This is a <b>FREEHOLD</b> Strata Scheme		
Address for Service of Documents  1A Caribbean Promenade JORDAN SPRINGS NSW 2747  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option <del>A/B</del> Smoke penetration: Option <del>A/B</del> ( <del>see Schedule 2 Strata Schemes Management Regulation 2016</del> ) * The strata by-laws lodged with the plan.	
Surveyor's Certificate  I, ELIZABETH ANDERSON of SDG Land Development Solutions Suite 1, 3 Railway Street Baukham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: <del>^(a) a public place</del> <del>^(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>	Strata Certificate (Registered Certifier) I, <u>Andrew Symonds</u> being an Registered Certifier, accreditation number <u>QC 1037</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>^(a) This plan is part of a development scheme.</del> <del>^(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del> <del>^(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>	
Signature: <u>E. Anderson</u> Date: 21/06/2021 Surveyor ID: SU008921 Surveyor's Reference: 7666-2 ^ Insert the deposited plan number or dealing number of the instrument that created the easement.	Certificate Reference: <u>16601</u> Relevant Planning Approval No.: <u>CDC 16496</u> issued by: <u>ANDREW SYMONDS</u> Signature: <u>[Signature]</u> Date: <u>10 SEPTEMBER 2021</u> ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07 (2019)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
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Office Use Only	Office Use Only
Registered:  15/03/2022	<b>SP103551</b>

**VALUER'S CERTIFICATE**

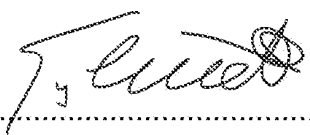
I, Timothy James Elliott of Strata Valuation Certificates, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, by virtue of having membership with;

Professional body: Australian Valuers Institute.

Class of membership: Certified Practising Valuer.

Membership No: 3078.


certify that the unit entitlements shown in the schedule herewith are apportioned on the 28<sup>th</sup> June 2021 (being the valuation day) in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:  ..... Date 28<sup>th</sup> June 2021

**SCHEDULE OF UNIT ENTITLEMENT**

LOT No.	UNIT ENTITLEMENT
1	57
2	43
<b>TOTAL</b>	<b><u>100</u></b>


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 4 sheets
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Office Use Only	Office Use Only
Registered:  15/03/2022	<b>SP103551</b>

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

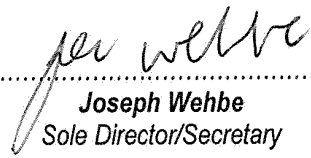
LOT No.	Address Number	Road Name	Road Type	Locality Name
CP	1A	Caribbean	Promenade	Jordan Springs
1	COMMERCIAL 1	Caribbean	Promenade	Jordan Springs
2	COMMERCIAL 2	Caribbean	Promenade	Jordan Springs

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 4 sheets
Office Use Only		Office Use Only
Registered:  15/03/2022	<b>SP103551</b>	

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

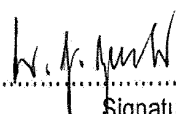
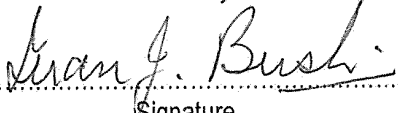
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by )  
Blue Sox Developments Pty Ltd )  
ACN 142 861 149 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
**Joseph Wehbe**  
Sole Director/Secretary

**Consent of Mortgagee**

EXECUTED by )  
A.J Bush & Sons (Retail) Pty Ltd )  
ACN 000 320 392 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Signature  
**Alfred John Bush**  
.....  
Name  
**Director**  
.....  
Authority  
  
.....  
Signature  
**Ivan Jeffrey Bush**  
.....  
Name  
**Director**  
.....  
Authority



D431274

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

*Checked with plans  
hereon & with known  
plan of survey*

COMMONWEALTH OF AUSTRALIA.  
The Lands Acquisition Act 1906-1936.

NOTIFICATION OF THE ACQUISITION OF EASEMENTS  
BY THE COMMONWEALTH.

*File 2818*

IT is hereby notified and declared by the Deputy of His Royal Highness the Governor-General acting with the advice of the Federal Executive Council that the right for the Commonwealth of Australia its successors and assigns and the owners and occupiers for the time being of Commonwealth property acquired by notification in the Commonwealth of Australia Gazette No. 268 dated 18th December, 1941 and No. 183 dated 2nd July, 1942 and as appurtenant thereto to pass discharge and conduct of surface percolating and other drainage waters by means of open or covered drains or line or lines of pipes through over and along the land firstly hereunder described together with the right to discharge drain off and cause or permit to fall or flow all such drainage waters from the northwestern end of the land firstly hereunder described through over and along the land secondly hereunder described to South Creek and together with the right to enter into the land firstly hereunder described by its workmen servants and others for the purpose of excavating constructing laying cleansing amending or repairing such open or covered drains or line or lines of pipes has been acquired by the Commonwealth under the Lands Acquisition Act 1906-1936 for the following public purpose, namely: Purposes of the Commonwealth at St. Mary's New South Wales.—(C.L.10215.)

*The dominant  
tenement in respect  
of the easement being ac-  
quired is part of  
land comprised  
in C.T. 5500  
70/131  
Sydney*

*File 1575 + 1576*

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

W. DUGAN  
Deputy of the Governor-General.

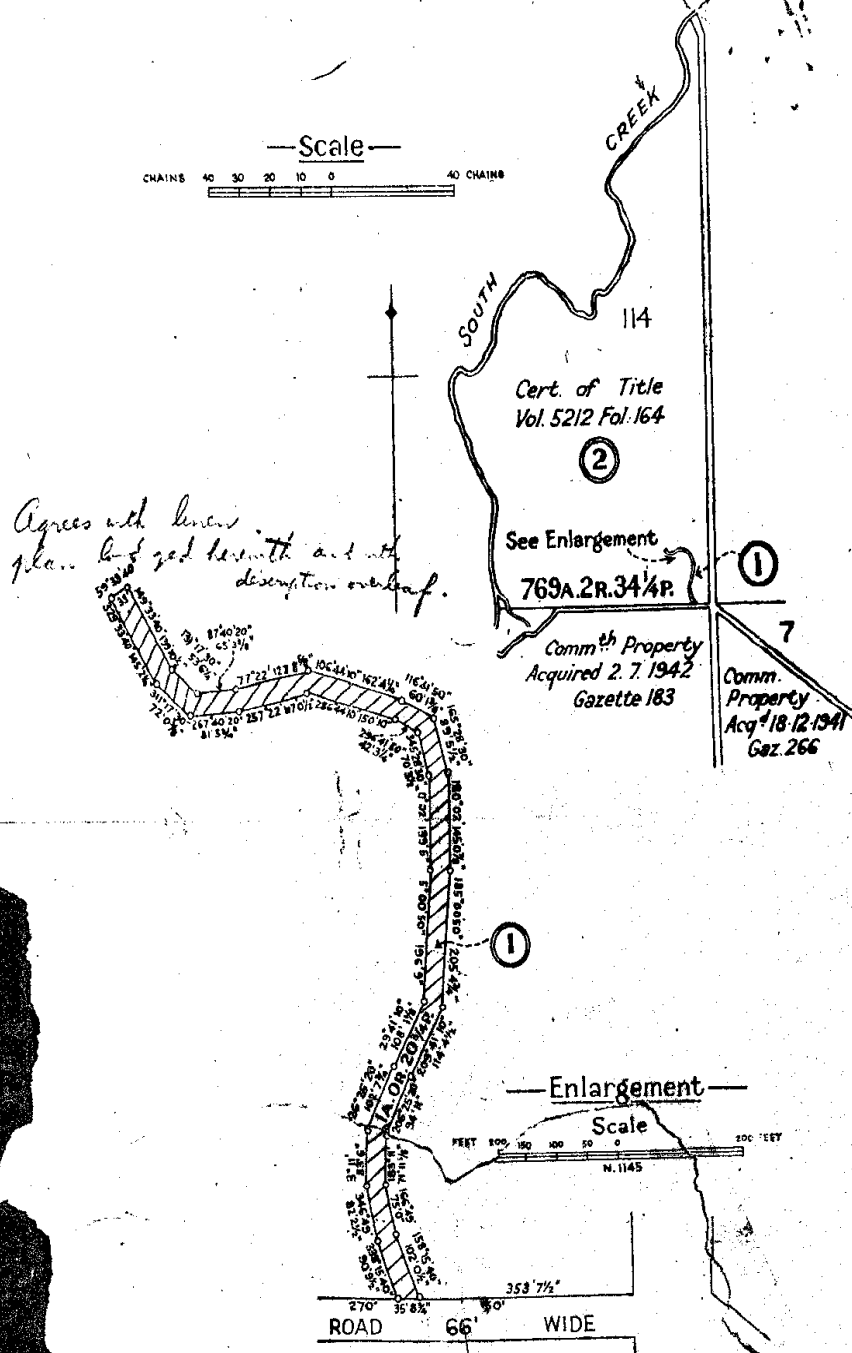
By His Excellency's Command,  
J. S. COLLINGS  
Minister of State for the Interior.

*agrees with  
sketch  
outline*

... containing an area of 1 acre  
... as shown hachured and numbered 1 on plan hereunder: Commencing at a point which bears 270 degrees 50 minutes 353 feet 7 1/2 inches from the southeastern corner of Portion 114 Parish of Rooty Hill and bounded thence by part of the northern side of a road 88 feet wide bearing 270 degrees 50 minutes 35 feet 8 1/2 inches thence by lines bearing 338 degrees 15 minutes 40 seconds 90 feet 9 1/2 inches 346 degrees 49 minutes 82 feet 2 1/2 inches 3 degrees 11 minutes 33 feet 6 inches 26 degrees 25 minutes 20 seconds 102 feet 7 1/2 inches 29 degrees 41 minutes 10 seconds 108 feet 1 1/2 inches 5 degrees 51 seconds 196 feet 9 inches 2 minutes 139 feet 5 inches 345 degrees 28 minutes 30 seconds 70 feet 3 1/2 inches 296 degrees 42 minutes 56 seconds 48 feet 1/2 inches 286 degrees 44 minutes 10 seconds 150 feet 19 inches 251 degrees 22 minutes 117 feet 0 1/2 inches 267 degrees 40 minutes 42 seconds 31 feet 5 1/2 inches 311 degrees 17 minutes 30 seconds 48 feet 0 1/2 inches 329 degrees 33 minutes 40 seconds 145 feet 2 1/2 inches 59 degrees 33 minutes 40 seconds 33 feet 149 degrees 33 minutes 40 seconds 139 feet 10 1/2 inches 131 degrees 17 minutes 30 seconds 53 feet 0 1/2 inches 87 degrees 40 minutes 20 seconds 65 feet 3 1/2 inches 77 degrees 22 minutes 122 feet 8 1/2 inches 106 degrees 44 minutes 10 seconds 182 feet 4 1/2 inches 116 degrees 41 minutes 50 seconds 60 feet 1 1/2 inches 165 degrees 28 minutes 30 seconds 89 feet 5 1/2 inches 180 degrees 2 minutes 145 feet 0 1/2 inches 185 degrees 50 seconds 205 feet 4 1/2 inches 209 degrees 41 minutes 10 seconds 114 feet 4 1/2 inches 206 degrees 25 minutes 20 seconds 83 feet 11 inches 183 degrees 11 minutes 71 feet 11 1/2 inches 166 degrees 49 minutes 75 feet and 158 degrees 15 minutes 40 seconds 102 feet 0 1/2 inches to the point of commencement.

This is the copy notification referred to in the annexed Certificate  
*[Signature]*

Secondly: All that piece of land containing an area of 789 acres 2 roods 34 perches more or less being the whole of the land in Certificate of Title Volume 5212 Folio 164 exclusive of the land firstly herein described and being part of Portion 114 Parish of Rooty Hill County of Cumberland State of New South Wales as shown numbered 2 on plan hereunder.



D431274

CONVEYANCING ACT 1919-1943.

REAL PROPERTY ACT 1900.

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

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

SCHEDULE.

Portion	Parish	County	Part or Whole	Volume	Folio
Part of Portion 114.	Rooty Hill.	Cumberland.	Part.	5212	164

DATED the twenty fourth day of October 1945.

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

*George Knowles*  
 Solicitor-General.

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

PLAN REFILED IN  
 PLAN ROOM AS F.P.  
 431900

*The Registrar-General  
 Commit as instrument to Vol. 5500 Folio 131  
 comprised in Certificate of Title Vol. 5500 Folio 131  
 Bushy Brown Estate  
 and  
 and  
 18.12.41  
 Pages 1575-4 1576 The amount  
 of effectuation to be paid out of the  
 demand thereon) 20.12.1945*

*12.6.3  
 9-  
 17/16  
 9 " " "*

*An easement over the  
 land in plan 431900  
 being part of Vol. 5212 Folio 164  
 and also over another part  
 of Vol. 5212 to be paid  
 hereon according  
 to the  
 effect*

*φ*

D431274

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

Lodged by -

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

Commonwealth of Australia

*Roby*

*for [unclear]*

Particulars entered in Register Book  
Vol 5022 Fol 162  
" 6300 " 131

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

*J. Wells*  
Registrar



15.	EXTRA FEES
	under s76 <i>CB</i>
	Diagram
	Extra Folios <i>28/5/46</i>

INDEXED  
4 JUN 1946  
BY *[initials]*  
CHECKED BY *[initials]*

*Handwritten notes and signatures at the bottom of the page.*

K 780528

4E



FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13. (REAL PROPERTY ACT, 1900)

R.P. 13. No.           

New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900)

Lodged 11/07/88  
 L.C. 87-89 \$23.00  
 81-84 25/8/67

Fees:— £ s. d.  
 Lodgment : :  
 Endorsement : :  
 : :  
 : :  
 : :

THE COMMONWEALTH OF AUSTRALIA

(Trusts must not be disclosed in the transfer.)

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

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

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

1. (herein called transferor )  
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One Dollar (\$ 1.00 ) (the receipt whereof is hereby acknowledged) paid to it by

THE COUNCIL OF THE CITY OF PENRITH do hereby transfer to

1. THE COUNCIL OF THE CITY OF PENRITH whose Council Chambers are in Station Street Penrith (herein called transferee)<sup>a2</sup>

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

d The description may refer to the defined residue of the land in a certificate or grant (eg. "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar-General (eg. "and being lot see. D.P. ")

Unless authorised by Reg. 63 of the Conveyancing Act Regulations, 1901, a plan may not be annexed to or endorsed on this transfer form.

e A very short note will suffice.

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

County	Parish	Reference to Title			Description of Land (if part only) d
		Whole or Part	Vol.	Fol.	
SEE ANNEXURE HERETO MARKED "A"					

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

ENCUMBRANCES, &c., REFERRED TO\*

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

g As to instrument executed elsewhere, see Section 187 of the Real Property Act, 1900, 1955, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

Signed at Sydney the twelfth day of July, 1967, on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of its office of Assistant Deputy Crown Solicitor, in the presence of

*Sydney*  
 the twelfth day of July, 1967  
*Sydney*  
 Transferor

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

THE COMMON SEAL OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the 1st day of March 1967 AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle, Foster two of the members in whose presence the seal was so affixed.

*Hugh Carlyle*  
*Douglas Sutherland*  
 Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

3  
 METROPOLITAN WATER SEWERAGE & DRAINAGE BOARD

Signed in the presence of the Transferor by the Mayor of the City of Penrith who has affixed this seal on the 1st day of May 1967

*Hugh Carlyle*  
*Douglas Sutherland*  
 TOWN CLERK  
 Transferee(s)

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

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

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

54 437—W K 1168 V. C. N. Blight, Government Printer

LODGED BY Smithens Warren

No. \_\_\_\_\_

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

+ Lyons, Solicitors  
 210 Pitt St.  
 Sydney  
 26-6445

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
 Signed in the presence of M.P.D.

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER *reserving easement for water supply (902/191/192) 9032 (A2, A3, A4) easement for power line (9042/1087) easement for P.M.G. cable 9043-1327		DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing	
	Checked by [Signature]	Particulars entered in Register Book, Volume _____ Folio _____	1 [Signature]	4 _____
	Passed (in S.D.B.) by [Signature]	on _____ 7.12.1967	2 [Signature]	5 _____
	Signed by [Signature]	at _____ 1967	3 [Signature]	6 _____
		Received Docs. Nos. Receiving Clerk		

**PROGRESS RECORD**

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

**FEES.**

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

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.

EXTRA FEES K780528  
 Lodged Fee (40s)  
 [Signature]  
 21/12/67

K780528

2

" A "

COUNTY	PARISH	REFERENCE TO TITLE			DESCRIPTION OF LAND (if part only)
		WHOLE/ PART	VOL.	FOL.	
CUMBERLAND	ROOBY HILL	WHOLE	9027	191 ✓	201
"	"	"	9027	192 ✓	201
"	"	"	9032	42 ✓	201
"	"	"	9032	43 ✓	201
"	"	"	9032	44 ✓	201
"	"	"	9032	48 ✓	201
"	"	"	9043	104 ✓	201
"	"	"	9043	105 ✓	201
"	"	"	9043	196 ✓	201
"	"	"	9043	107 ✓	201
"	"	"	9043	108 ✓	201
"	"	"	9043	132 ✓	201

ENCUMBRANCES, &c., REFERRED TO

Easement in Acquisition No. D431274 *annexure*  
 Subject to Section 34CA of the Local Government Act, 1919.  
 Easement for transmission line D384881 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for transmission line H83909 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for communication cable K403221 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for transmission line ~~affix~~ K403219 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
~~Easement for Drainage J340279 affecting the land in Certificate  
 of Title Volume 9032 Folio 43.~~

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

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

*[Signature]*  
 TOWN CLERK

**B**

*[Signature]*  
 Mayor.

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

*[Signature]*

" B "

K780528

3.

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

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

\* Comprised in Vol. 9043 Pl. 104108 respectively

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

*A. L. Hamman*  
.....  
Mayor.  
*[Signature]*  
.....  
Town Clerk

B

X *[Signature]*  
*[Signature]*

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

*[Signature]*  
.....  
Assistant Deputy Crown Solicitor

*[Signature]*  
Now being part of land comprised in  
Cert. of Title, Vol. 7027, Fol. 91/192 20/6.

# Now being part of land comprised in (844)  
Cert. of Title, Vol. 2032, Fol. 42/43 20/6.



" C "

K 780528

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

6/10/2013 09:30:12  
No. 90413 15.132

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

*[Signature]*  
Mayor.

*[Signature]*  
Town Clerk

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

*[Signature]*

B

" D "

K780528

*p/c*

RESERVING unto the Transferor its successors and assigns its and their officers servants agents workmen and contractors as appurtenant to the land comprised in Certificate of Title Volume 8237 Folio 69 full and free right leave liberty and licence to use and maintain the existing transmission line and to erect construct place repair renew maintain use and remove transmission lines mains wires towers poles and ancillary works through over and along that part of the land hereby transferred shown in Deposited Plan No. 319074 as "Site of proposed easement for Power Line 30 Ft. wide" (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said transmission lines and wires and with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights hereby reserved to it or them and the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said transmission lines and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use by the transferee (so far as is consistent with this reservation) of the servient tenement and the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or think which may interfere with injure damage or destroy the said transmission lines and wires or interfere with the free flow of electricity through and along the said transmission lines and wires and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor and then only in strict conformity with such consent

*of 16/2/75 D.P. 319074  
V6 92083 7/2/2017*

*[Signature]*  
.....  
Mayor.

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

*[Signature]*  
.....  
Town Clerk

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

*S. J. Meanley*

**B**

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



R.P. 13A. No. L569620  
New South Wales 23/64138 BGT/LW

### MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Stamp: REGISTRAR GENERAL NEW SOUTH WALES  
Fees: £  
Judgment: £  
Endorsement: £  
21:00  
2.4.69

THE COMMONWEALTH OF AUSTRALIA

(Trusts must not be disclosed in the transfer.)

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

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

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

do hereby transfer to

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

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

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 1") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot 1 section D.P. 11118").  
Unless authorised by Reg. 68 Conveyancing Act, Regulations, 1981 a plan may not be annexed to or endorsed upon this transfer form.

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

County.	Parish.	Reference to Title.			Description of Land* (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032	51	Lot 1 Deposited Plan No. 223888
		Part	9032	50	
		Part	9032	52	
		Part	8237	55	

Volume 11118 Folio 15  
RESERVING unto the Transferor as appurtenant to the land comprised in Certificate of Title Volume 8237 Folio 59 full and free right leave liberty and licence for the Transferor and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through and/or over and/or along the land described as "Proposed Easement for Power Line 16 feet wide and Variable Total Area 2r. 7sq. m." as lot 1 of DP 223888 as and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the said respective parts of land and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid to enter into and upon the said respective parts of land or upon any part thereof at all reasonable times with surveyors workmen horses carts vehicles materials machinery or implements or with any other necessary things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Transferor doth hereby for itself its successors and assigns covenant with the Transferee that it and they will save harmless and indemnify the Transferee from and against and make good loss or damage whatsoever occasioned by the Transferor its successors and assigns in the exercise of any right leave liberty or licence hereby granted.

Co. 17. vol 9032  
DP 204 536  
DP 204 536

New Building Lease land comprised

L569620

②

~~AND THE TRANSFEREE SHALL COVENANT WITH THE TRANSFEROR~~

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

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

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

ENCUMBRANCES, &c., REFERRED TO:

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

A very short note will suffice.  
K 1165-2

Form 1

A

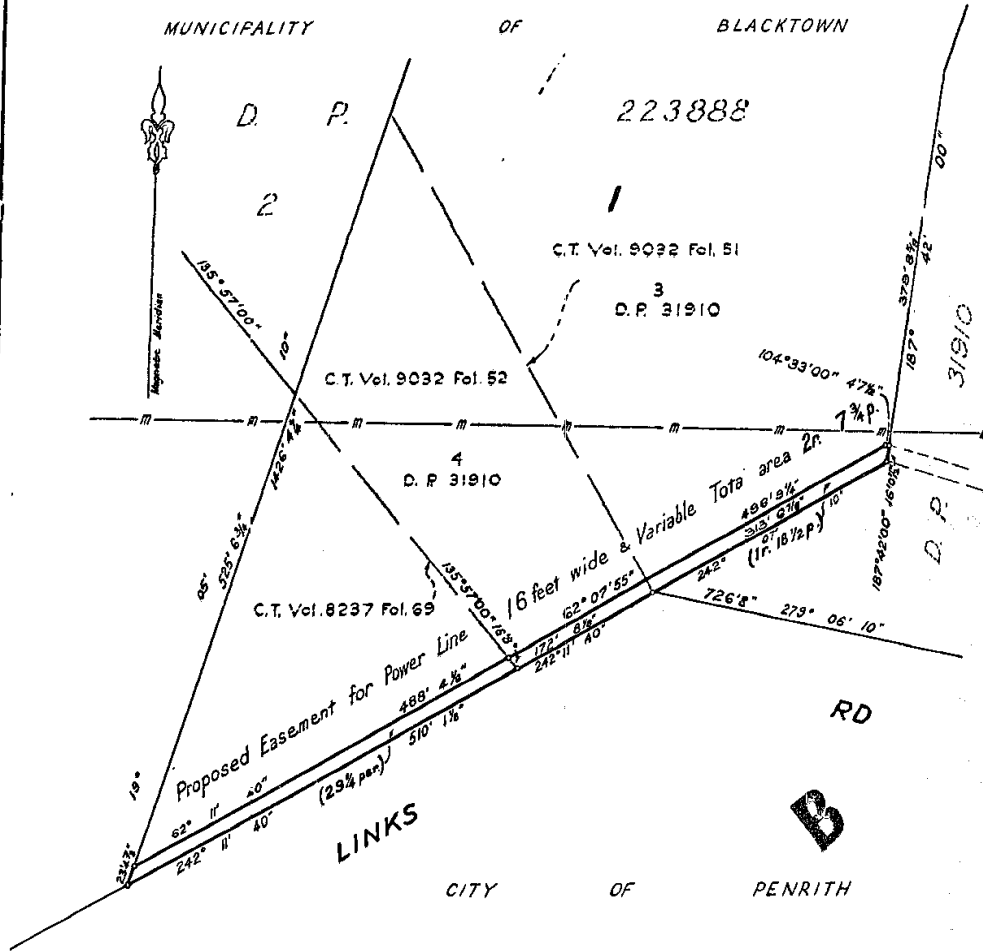
OFFICE USE ONLY

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

Mun./Shire, City Penrith  
 Town or Locality St Marys North  
 Parish Rooty Hill  
 County Cumberland Scale 264 feet to 1 inch

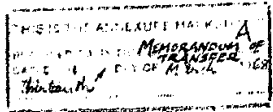
Registered: L-69620  
 C.A.: \_\_\_\_\_  
 Title System: \_\_\_\_\_  
 Purpose: \_\_\_\_\_  
 Ref. Map: \_\_\_\_\_  
 Last Plan \_\_\_\_\_

WARNING. Plan Drawing only to appear in this space.



WARNING. Plan Drawing only to appear in this space.

Signatures, Seals and Statements of Dedications and Easements.



*Arthur John Gallagher*

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

I, Arthur John GALLAGHER  
 of M.W.S & D.E 341 Pitt St Sydney  
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan was compiled from information in D.P. 223888 and is accurate and has been made by me or by a surveyor under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on \_\_\_\_\_  
 Signature: A. Gallagher 24-3-66  
 Surveyor registered under Surveyors Act, 1929, as amended.  
 Datum line of Fairbairn.

Approved by Council. I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and/or new roads set out herein.

Subdivision No. \_\_\_\_\_ Date \_\_\_\_\_  
 Council Clerk \_\_\_\_\_

R.L.G.

LOGE WITH BEARING

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

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

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

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

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

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

Signed at Sydney the thirtieth day of March 1968  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

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

Transferor's  
[Signature]

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferee(s)

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

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

[Signatures]

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19  
Signed in the presence of

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

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

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

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

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

L1562

LODGED BY W.R. SMOOTHEY, SOLR.

No. L569620

CNR, PITT & BATHURST STS  
SYDNEY  
2068 XTH STY

**FEEES.**

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

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
  - (i) Where a restrictive covenant is imposed; or
  - (ii) A new easement is created; or
  - (iii) A partial discharge of mortgage is endorsed on the transfer.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1. 107 3/4
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
- } Received Docs.  
Nos.  
} Receiving Clerk.

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

<b>INDEXED</b>	<b>MEMORANDUM OF TRANSFER</b> <i>Reserving Easement for Transmission Line Subject to Easement</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by	on <u>13-1-1970</u>
Signed by <i>[Signature]</i> C.B.	at <u>4PM</u> <i>[Signature]</i> Registrar-General.

**PROGRESS RECORD.**

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



No. N 324748 JUN 26 PM 2:34  
 New S

7  
 R.P. 13A  
 FEES:—  
 Lodgment  
 Endorsement

**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT, 1900.) 48/166 JRL/T

**THE COMMONWEALTH OF AUSTRALIA**

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

----- (herein called transferor)  
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE DOLLAR (\$1.00-----) (the receipt whereof is hereby acknowledged) paid to it by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

do hereby transfer to

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

**THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**  
 Chr Pitt and Bathurst Streets,  
 SYDNEY.  
 (herein called transferee)

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

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").  
 Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032 ✓	49 ✓	



N324748

(2)

~~And the transferor covenants with the transferee~~

RESERVING thereout as appurtenant to the land comprised in Lot 1 of D.P. 535498 unto the transferor its successors and assigns its and their officers servants agents workmen and contractors full and free right leave liberty and licence to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through over or along the land described as "site of proposed easement for power line 15'11" wide" on Deposited Plan number 31910 (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said mains wires and cables AND with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights reserved to it or them hereunder AND the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said cables mains and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use thereof by the transferee (so far as is consistent with this reservation) AND the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires and cables or interfere with the free flow of electricity through and along the said mains wires and cables and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor AND the transferee for itself and its assigns hereby for the benefit of adjoining land of the transferor but only during the ownership thereof by the transferor and its assigns other than purchasers on sale covenants with the transferor and its assigns that no fence shall be erected on the land hereby transferred to divide it from the adjoining land of the transferor without the consent of the transferor or its assigns but such consent shall not be withheld if such fence is erected without expense to the transferor or its assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of the adjoining land having the benefit of this covenant.

d Strike out if unnecessary, suitably adjust.

- (i) if any easements are to be created or any exceptions to be made: or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

of being C. T. Vol. 1118 Feb. 15

ENCUMBRANCES, &c., REFERRED TO:

1. Appurtenant easement No. D431274
2. Easement No. J340279
3. Easements for drainage shown on Deposited Plan 204406.



e A very short note will suffice.

K 1165-1 51 437-1

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him and that he appeared fully to understand the same.  
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.  
Execution may be proved where the parties are resident—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.  
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent) (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor of Secretary at an Embassy, High Commissioner's Office of Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.  
g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.  
h To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at SYDNEY the 21st day of JUNE 1973

~~Signed in my presence by the transferor~~

~~WHO IS PERSONALLY KNOWN TO ME~~

Transferor.\*

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

*[Signature]*

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

~~THE COMMON SEAL OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD~~  
~~Signed in my presence by the transferee~~  
~~WHO IS PERSONALLY KNOWN TO ME~~  
was affixed hereto in the presence of a quorum of the Board on the \_\_\_\_\_ day of \_\_\_\_\_ 1971  
AS WITNESS the hands of \_\_\_\_\_ and \_\_\_\_\_ two of the Members in whose presence the Seal was so affixed.

Transferee(s).

SIGNED for and on behalf of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by JAMES ROBERT LUMSDAINE its duly constituted Attorney who is personally known to me!

*[Signature]*  
(J. LUMSDAINE)  
*[Signature]*

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by its Attorney who hereby states that at the time of his executing this Instrument he has no notice of the revocation of the Power of Attorney Registered No. 129874 Miscellaneous Register under the Authority of which he has executed this Instrument.  
*[Signature]*  
Assistant Solicitor for the Board

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

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

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

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

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

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

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

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

N 324748

Lodged by W.R. SMOOTHY, Solicitor for  
 Metropolitan Water Sewerage & Drainage Board  
 Address Cnr Pitt and Bathurst Sts., Sydney

No. \_\_\_\_\_

Phone No. 20648 JRL.

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

I,

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

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

Dated at \_\_\_\_\_ his \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me


Mortgagee.

**DOCUMENTS LODGED HERewith**  
 To be filled in by person lodging dealing

1. <i>CT</i>	} Received Docs. Nos. <i>1</i> Receiving Clerk <i>[Signature]</i>
2. <i>CT</i>	
3. _____	
4. _____	
5. _____	
6. _____	
7. _____	

M.P.B.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	<b>MEMORANDUM OF TRANSFER</b> <i>Recovery on Escrow for Transmission of Electricity</i>
Checked by <i>11</i>	Particulars entered in Register Book  <i>13-11-1973</i>
Passed (in S.D.B.) by	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General 

**PROGRESS RECORD**

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

PLAN FORM 2

SIGNATURES, SEALS AND STATEMENTS of intention to create easements, restrictions on the use of land or positive covenants

SIGNED for and on behalf of THE COMPANIES OF PERTH by a person holding, occupying or performing the duties of the office of Principal Land Officer (per the NSW Land Services Act 1992) in the presence of a Notary Public, the Registrar-General's Department.

An Officer of the Registrar-General's Department.

Crown Lands Office Approval

Plan Approved: Automated Officer  
 Land District: ...  
 Paper No: ...  
 Field No: ...

Council Clerk's Certificate

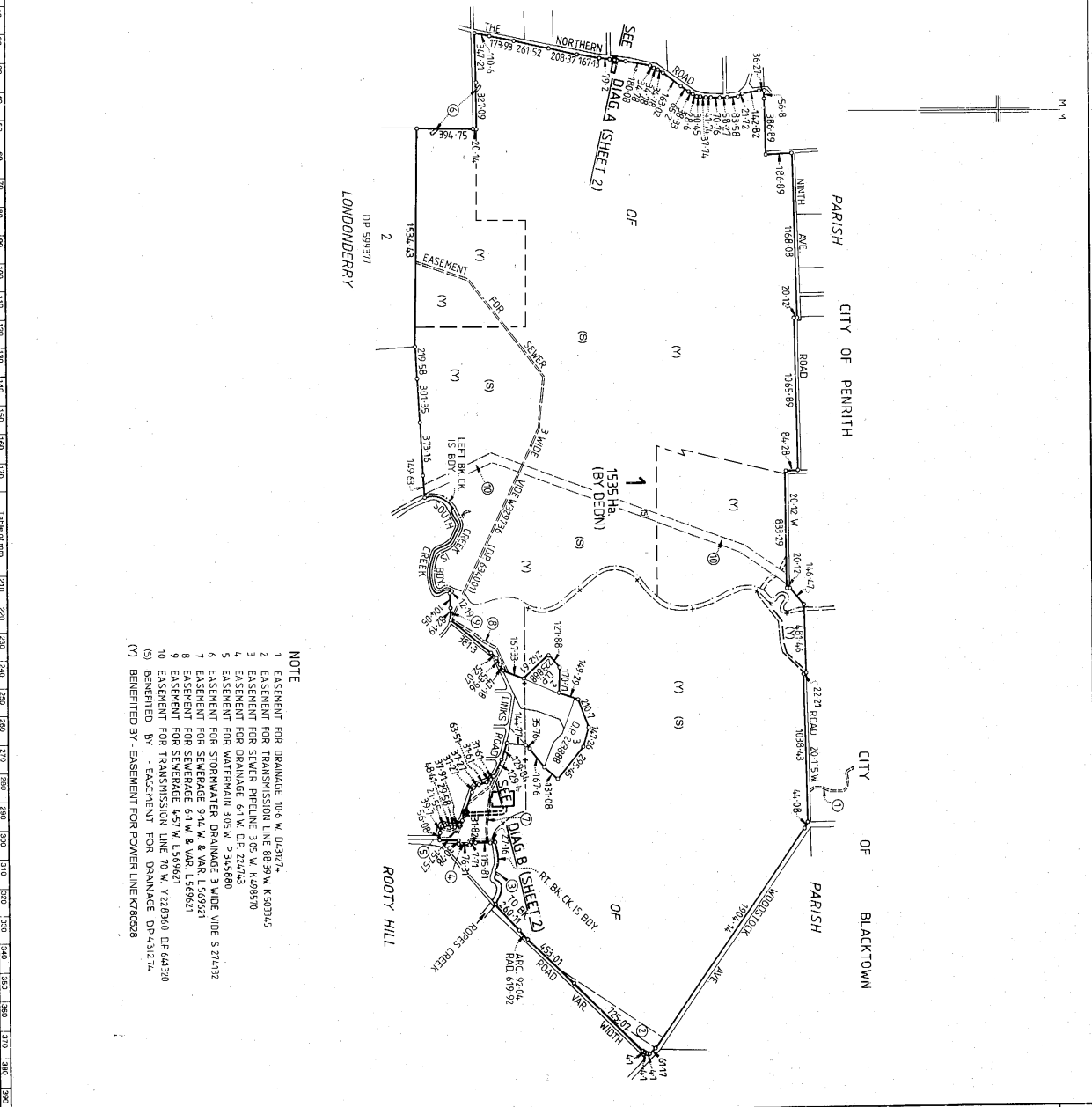
(A) The requirements of the Local Government Act 1995, other than the requirements of Part 3 Division 2 of the Water Board Act 1987 and Water Supply Authorities Act 1987 have been complied with by the applicant in relation to the proposed easement or transmission of power line.  
 Subdivision No: ...  
 Date: ...  
 Council Clerk: ...

DEPT ADMINISTRATIVE SERVICES, NSW AUSLIG REG. NO. Z4694, NSW

MJD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space



DP 789196

Registered 25-5-1992

CA

The System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U7360-1.2.3

Last Plan: DP 599377

PLAN OF SUBDIVISION OF LOT 1 IN DP 599377

Lengths are in metres. Production Ratio: 1:2000

Blacktown City

Locality: ST MARYS

Parish: PENRITH

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets

DAVID CRAIG RUDROND

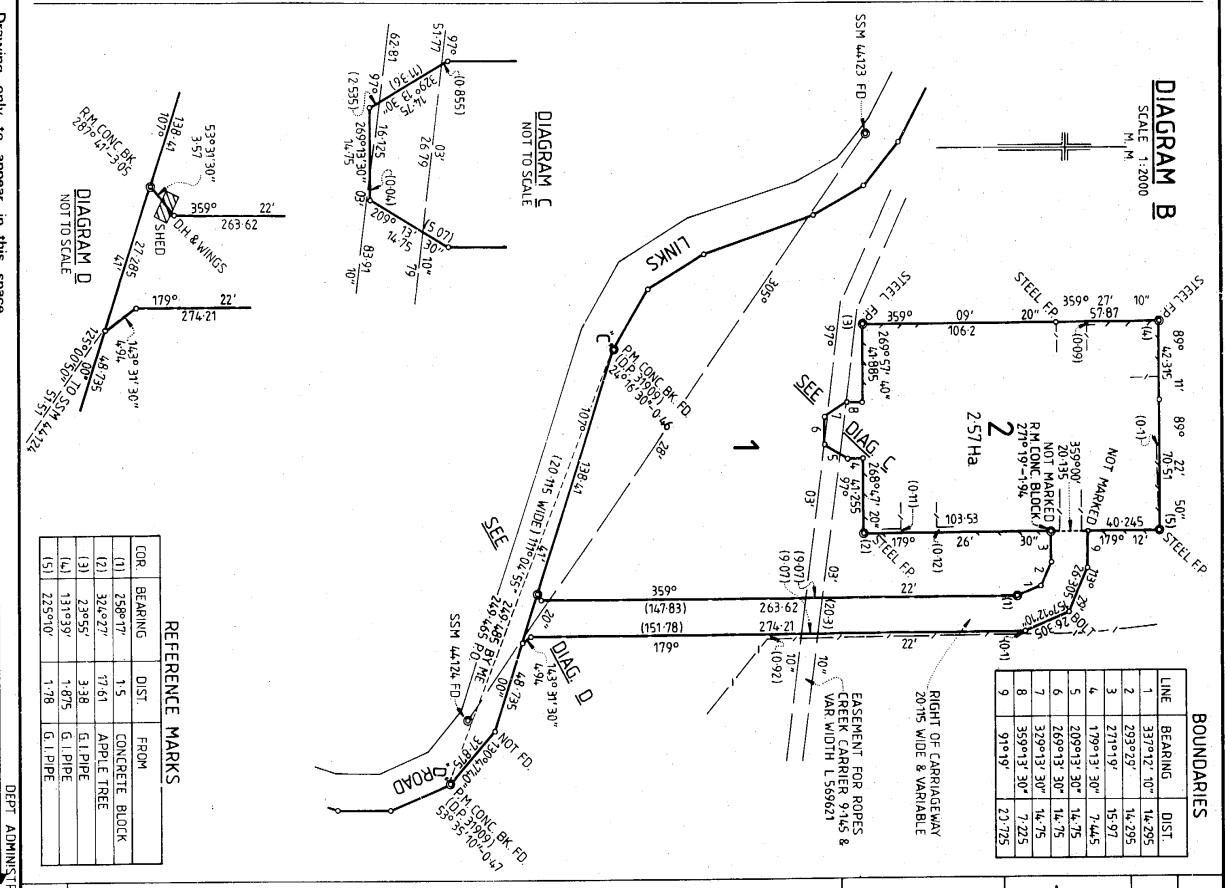
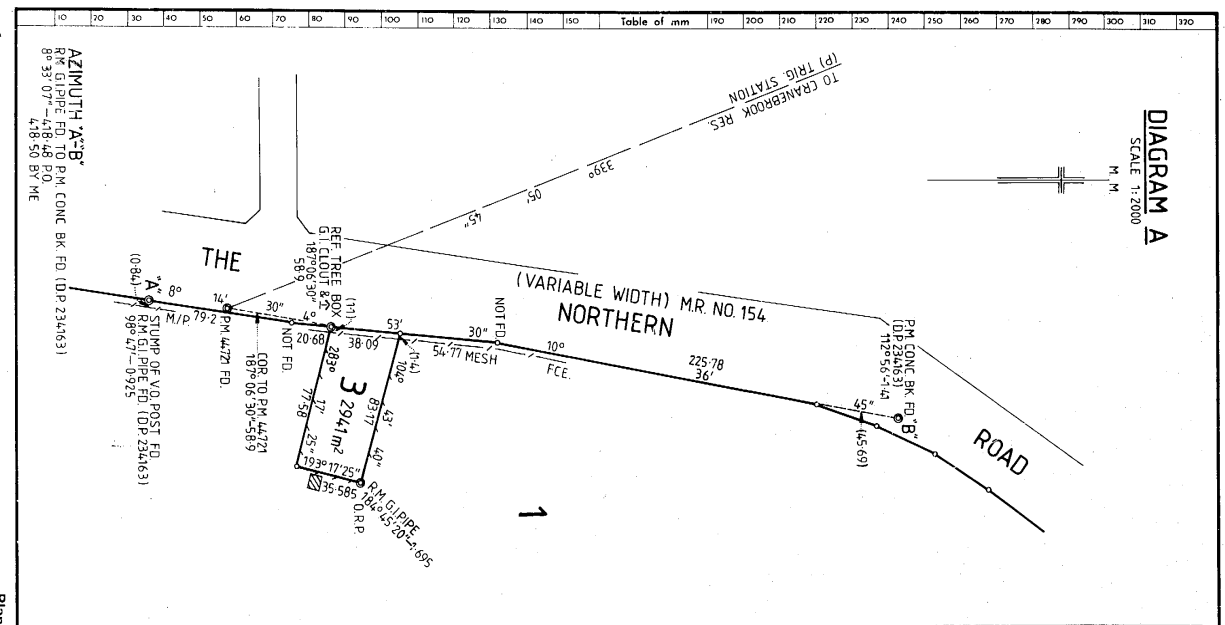
DEPT ADMINISTRATIVE SERVICES, NSW

13 APRIL 1992

Surveyor Registered under the Surveyors Act, 1992

Plans used in preparation of survey/compilation DP 599377

PANEL FOR USE ONLY for statements of public reserves, drainage reserves, easements or restrictions as to user. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1998, AS AMENDED IT IS INTENDED TO CREATE: RIGHT OF CARRIAGEWAY 20.715 WIDE & VARIABLE



**DIAGRAM B**  
SCALE 1:2000  
M. M.

LINE	BEARING	DIST.
1	337°12'10"	14.295
2	293°29'	14.295
3	271°19'	15.971
4	179°13'30"	7.445
5	209°13'30"	14.75
6	269°13'30"	14.75
7	329°13'30"	7.225
8	359°13'30"	7.225
9	91°19'	23.725

COR.	BEARING	DIST.	FROM
(1)	258°17'	17.61	CONCRETE BLOCK
(2)	324°27'	17.61	APPLE TREE
(3)	293°55'	3.38	G.I PIPE
(4)	131°33'	1.075	G.I PIPE
(5)	225°10'	1.78	G.I PIPE

Plan Drawing only to appear in this space

DEPT ADMINISTRATIVE SERVICES, NSW AUSTRALIAN REG. NO. 246955  
SURVEYOR'S REFERENCE  
Lengths are in metres

OFFICE USE ONLY

**DP 789196**

Registered 15 29 5 1989

This is sheet 2 of my plan in 2 sheets dated

*David Rodger*  
Surveyor registered under Surveyors Act 1929 881/883

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

Signatures and seals only.  
Council Clerk



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

(Sheet 1 of 1 Sheet)

Lengths are in metres

PART 1

Plan: **DP789196**

Subdivision covered by Council  
Clerk's Certificate No.

Plan of Subdivision of Lot 1  
in DP 599377 being the land  
comprised in Certificate of  
Title Volume 13845 Folio 125.

Full Name and address of the  
Registered Proprietor of the  
land

The Commonwealth of Australia

1. Identity of Easement Firstly  
referred to in abovementioned  
plan

1. Right of Carriageway 20.115  
wide and variable

Schedule of Lots affected

Lot Burdened

Lot Benefitted

±  
2

±  
1



30 AUG 1989  
(Y454206)

PART 2

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

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

SIGNED for and on behalf of THE COMMONWEALTH  
OF AUSTRALIA by a person holding authority  
or position in the Office of the Registrar-General  
Legal Officer (Plan No. 7494 New South Wales, in  
the presence of:  
Albano  
An Officer of the Attorney-General's Department.

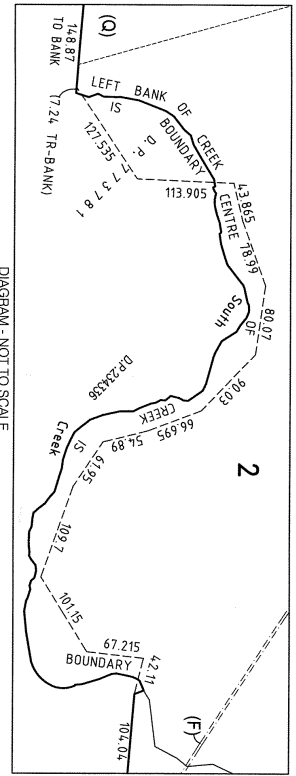
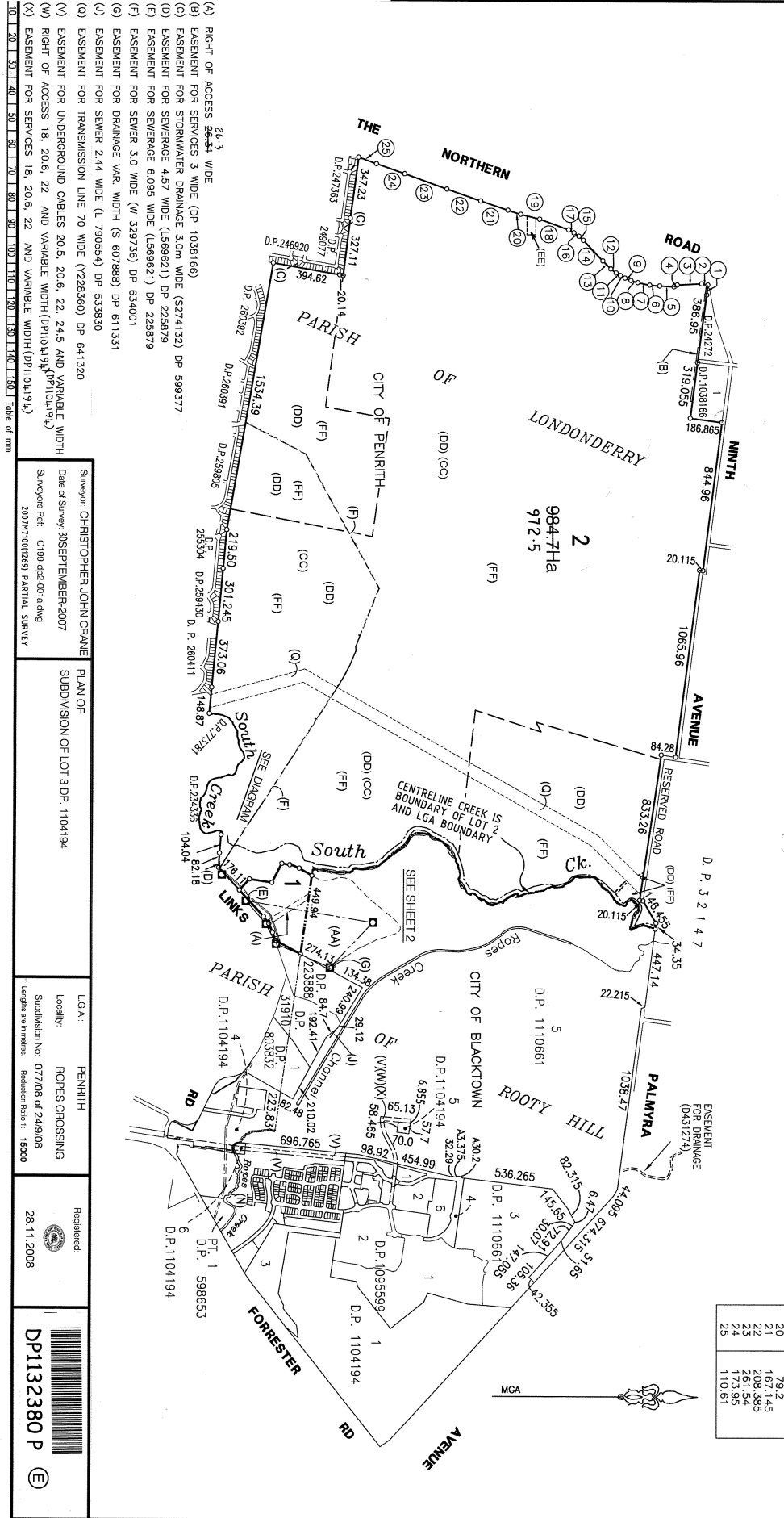


DIAGRAM - NOT TO SCALE

SURVEYORS (PRACTICE) REGULATIONS 2001 - CLAUSE 61(2)					
MARK	M.G.A. CO-ORDINATES	ORIGIN	CLASS	ORDER	METHOD
	EXISTING	NORTHING			
PH 14.712	29294.47	6265743.58	SCMS	C	FROM SCMS
SM 14.9712	29319.46	6265044.87	SCMS	C	FROM SCMS
SM 17.952	29307.44	6264697.21	SCMS	C	FROM SCMS
SM 17.953	29295.41	6264638.627	SCMS	C	FROM SCMS
SM 17.954	29282.702	6264520.010	SCMS	C	FROM SCMS
SM 17.955	29283.511	6264379.008	SCMS	C	FROM SCMS

COMBINED SEA LEVEL SCALE FACTOR = 1.000113 ZONE 56  
 SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM ILC ON THE 20th June 2007

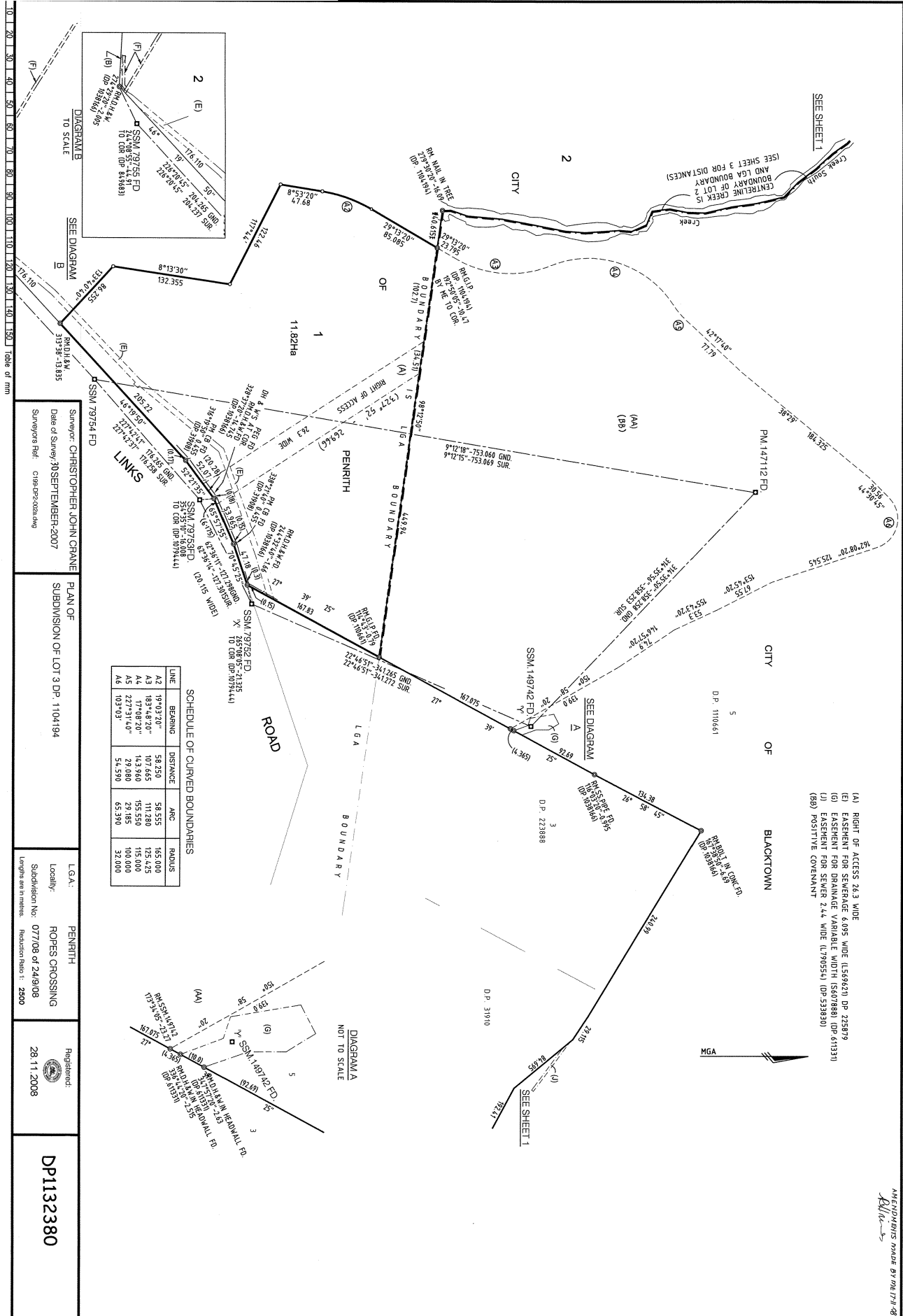
SCHEDULE OF SHORT BOUNDARIES	
No	DISTANCE
1	58.925
2	142.855
3	21.727
4	83.58
5	58.27
6	70.765
7	41.74
8	30.48
9	28.6
10	38.335
11	65.215
12	163.06
13	34.785
14	34.785
15	34.785
16	180.09
17	113.54
18	79.2
19	167.145
20	208.395
21	42.34
22	110.61
23	
24	
25	



- (A) RIGHT OF ACCESS 3.0 M WIDE (DP 1038166)
- (B) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S274152) DP 599377
- (C) EASEMENT FOR STORMWATER DRAINAGE 4.57 WIDE (L589821) DP 225879
- (D) EASEMENT FOR SEWERAGE 6.095 WIDE (L589821) DP 225879
- (E) EASEMENT FOR SEWER 3.0 WIDE (W 329736) DP 634001
- (F) EASEMENT FOR DRAINAGE VAR. WIDTH (S 607889) DP 611331
- (G) EASEMENT FOR SEWER 2.44 WIDE (L 790554) DP 633830
- (H) EASEMENT FOR TRANSMISSION LINE 70 WIDE (Y228360) DP 641320
- (I) EASEMENT FOR UNDERGROUND CABLES 20.5, 20.6, 22, 24.5 AND VARIABLE WIDTH
- (J) RIGHT OF ACCESS 18, 20.6, 22 AND VARIABLE WIDTH (P1014194) DP 1104194
- (K) EASEMENT FOR SERVICES 18, 20.6, 22 AND VARIABLE WIDTH (P1014194) DP 1104194

Surveyor: CHRISTOPHER JOHN CRANE Date of Survey: 30 SEPTEMBER 2007 Surveyors Ref: C199-402-001a.dwg 2007070101029 PARTIAL SURVEY	PLAN OF SUBDIVISION OF LOT 3 DP 1104194	L.O.A.: PENRITH Locality: ROPES CROSSING Subdivision No: 07708 of 241908 Lengths in metres: Reduced level: 15000	Registered: 28 11 2008 
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PLAN FORM 2 (A2) SHEET OF SHEETS  
 MEASUREMENTS MADE BY THE LRS  
 ALL RIGHTS RESERVED



SCHEDULE OF CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	POB/US
A2	19°03'20"	58.250	58.555	165.000
A3	183°48'20"	107.655	111.280	125.425
A4	17°08'20"	14.316	155.550	115.000
A5	227°31'40"	29.080	29.185	100.000
A6	103°03'	54.590	65.390	32.000

Surveyor: CHRISTOPHER JOHN CRANE  
 Date of Survey: 30 SEPTEMBER 2007  
 Surveyors Ref: CH94-PRC-0202020-000

PLAN OF SUBDIVISION OF LOT 3 DP 1104194

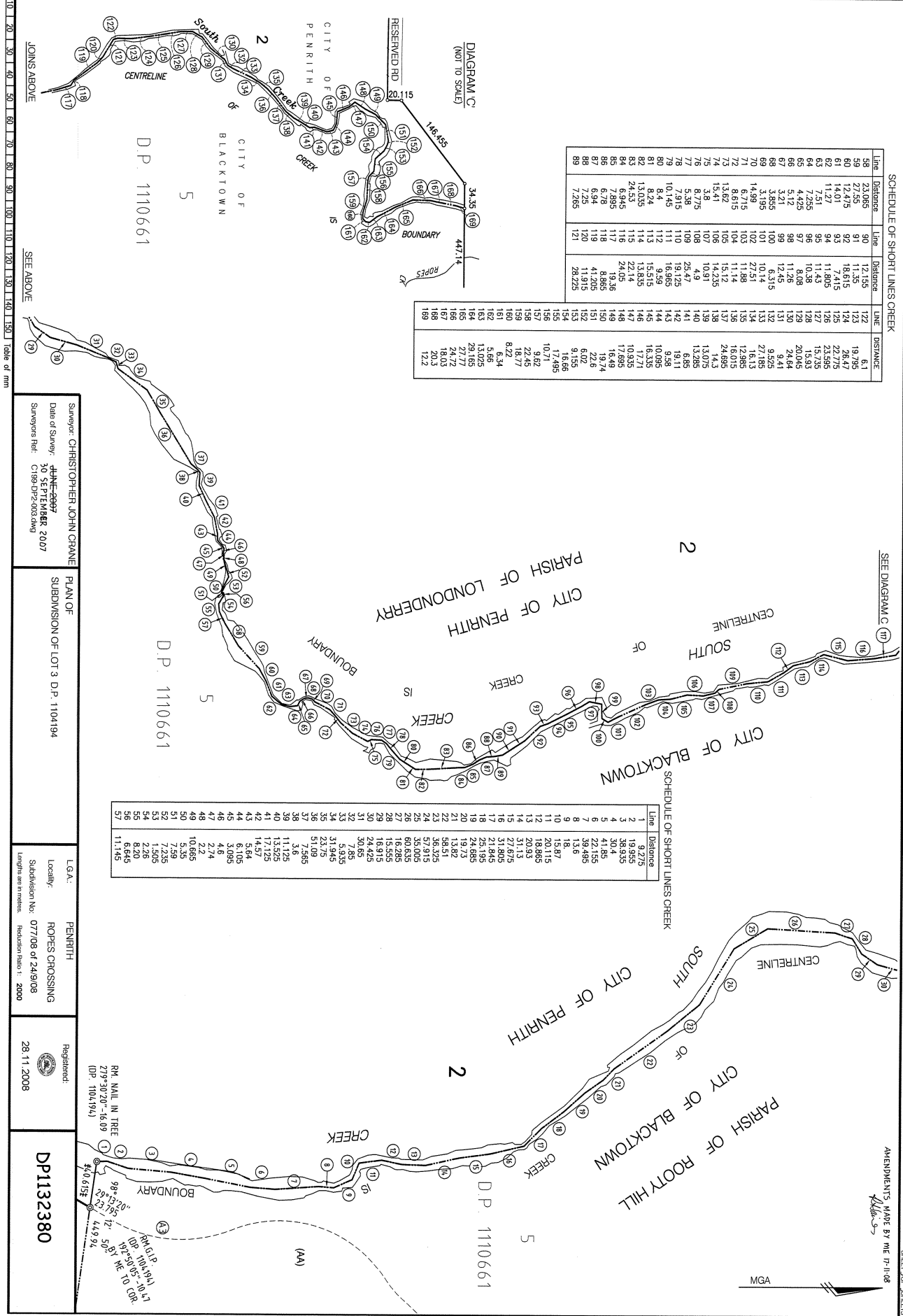
L.G.A.: PENRITH  
 Locality: ROPES CROSSING  
 Subdivision No: 077/06 of 24/9/08  
 Lengths are in metres. Reduction Ratio: 1: 2500

Registered: 28.11.2008

DP1132380

- (A) RIGHT OF ACCESS 26.3 WIDE
- (E) EASEMENT FOR SEWERAGE 6.095 WIDE (L559621) DP 225879
- (G) EASEMENT FOR DRAINAGE VARIABLE WIDTH (S607888) (DP 61331)
- (J) EASEMENT FOR SEWER 2.44 WIDE (L790554) (DP 538830)
- (BB) POSITIVE COVENANT





SCHEDULE OF SHORT LINES CREEK

Line	Distance	Line	Distance
58	23.065	90	12.155
59	27.55	91	11.35
60	12.475	92	18.615
61	11.27	93	11.415
62	11.27	94	11.43
63	7.51	95	11.43
64	7.255	96	10.38
65	4.425	97	8.08
66	5.12	98	11.28
67	3.855	99	12.45
68	3.195	100	10.14
69	14.99	101	27.51
70	6.715	102	11.88
71	8.615	103	11.14
72	13.22	104	13.12
73	15.42	105	13.12
74	3.8	106	10.91
75	5.38	107	4.9
76	8.775	108	25.47
77	5.38	109	25.47
78	7.915	110	19.125
79	10.445	111	16.965
80	8.24	112	15.515
81	13.035	113	13.835
82	24.53	114	22.14
83	6.945	115	24.05
84	7.295	116	13.938
85	8.24	117	8.24
86	6.94	118	4.205
87	7.25	119	11.915
88	7.265	120	11.915
89		121	28.225

SCHEDULE OF SHORT LINES CREEK

Line	Distance
1	9.275
2	38.935
3	41.85
4	22.155
5	39.495
6	13.6
7	18.87
8	20.915
9	20.93
10	31.13
11	27.675
12	31.805
13	25.195
14	24.685
15	19.73
16	13.82
17	38.325
18	20.115
19	20.93
20	20.93
21	35.005
22	60.635
23	16.285
24	18.335
25	24.425
26	30.665
27	7.85
28	5.935
29	31.945
30	51.08
31	7.565
32	3.6
33	11.125
34	13.525
35	14.57
36	5.64
37	3.095
38	4.6
39	2.2
40	10.665
41	5.35
42	7.59
43	1.235
44	2.20
45	8.20
46	6.645
47	11.145

Surveyor: CHRISTOPHER JOHN CRANE  
 Date of Survey: 24th FEBRUARY 2007  
 Surveyors File: C199-DP2-003049

PLAN OF SUBDIVISION OF LOT 3 D.P. 1104194

Locality: PENRITH  
 Subdivision No: ROPES CROSSING 07706 of 24/9/08  
 LGA: PENRITH

Registered: 28/11/2008

DP1132380

RM. NAIL IN TREE  
 279°30'20" - 16.09  
 (IP 1104194)

SEE ABOVE

Table of mm

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

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


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



**DP1132380 S**

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

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

Registered:  28.11.2008  
 Title System: TORRENS  
 Purpose: SUBDIVISION

**THE COMMON SEAL of ST MARYS UNDS LIMITED** was hereunto affixed by the authority of the Directors in the presence of:



*Simon Dennis Bashoer*  
 DIRECTOR

*Kenneth Leslie James*  
 SECRETARY

**PLAN OF SUBDIVISION OF LOT 3 DP1104194**

LGA: Penrith  
 Locality: Ropes Crossing  
 Parish: Rooty Hill  
 County: Cumberland

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

**Surveying Regulation, 2006**

**Crown Lands NSW/Western Lands Office Approval**

..... in approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation of the land shown herein have been given  
 Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

I, Christopher John Crane..... of Whelans, DX288, Sydney ..... a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 3<sup>rd</sup> September 2007.....

The survey relates to subdivision of Lot 3 DP1104194.....  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

**Subdivision Certificate** *SC08/0047*  
 I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

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

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: *PENRITH CITY COUNCIL*  
 Date of Endorsement: *24/9/08*  
 Accreditation no: .....  
 Subdivision Certificate no: *077/08*  
 File no: *DA 07/0493*

Plans used in the preparation of survey/compilation  
 DP1104194 DP1038166 DP1079444  
 DP223888

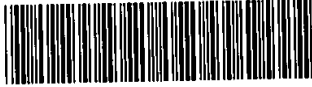
(if insufficient space use Plan Form 6A annexure sheet)

\* Delete whichever is inapplicable.

\* OFFICIAL COPY \*

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

(Sheet 1 of 3 sheets)



**DP1132380 B**

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

No Cc 077/08 of 24/9/08.....

Full name and address of the owner of the  
 land:

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

**PART 1 (Creation)**

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

**PART 2 (Terms)**

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

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

**2. TERMS OF POSITIVE COVENANT NUMBERED TWO IN THE PLAN**

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

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

Authorised Officer  
 Penrith City Council

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

(Sheet 2 of 3 sheets)

**DP1132380**

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

No CC 077/08 of 24/9/08 .....

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

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

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

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

Penrith City Council

**DEFINITIONS**

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

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

**"Act"** means the *Conveyancing Act 1919*.

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



Authorised Officer  
Penrith City Council

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

(Sheet 3 of 3 sheets)

**DP1132380**

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

No CC077/08 of 24/9/08

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

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

"**Council**" means Penrith City Council.

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

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

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



Signature of Director

**Simon Dennis Basheer**

Name of Director

Signature of Director/Secretary

**Kenneth Leslie James**

Name of Director/Secretary

REGISTERED



28.11.2008

Authorised Officer  
Penrith City Council

REGISTERED BY:  
 (A) EASEMENT FOR POWER LINES 14.5M WIDE - K/785258  
 (B) EASEMENT FOR STORMWATER DRAINAGE 3.0M WIDE (S274132) DP 599377  
 (C) EASEMENT FOR SEWERAGE 4.57 WIDE (L569621) DP 225879  
 (D) EASEMENT FOR SEWERAGE 6.095 WIDE (L569621) DP 225879  
 (E) EASEMENT FOR TRANSMISSION LINE 4.8M WIDE (S274132) DP 599377  
 (F) EASEMENT FOR TRANSMISSION LINE 7.0 WIDE (Y228360) DP 641320  
 (G) EASEMENT FOR TRANSMISSION LINE 7.0 WIDE (Y228360) DP 641320  
 (H) EASEMENT FOR SERVICES 3 WIDE (DP 1038166)  
 (I) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S274132) DP 599377  
 (J) EASEMENT FOR SEWERAGE 4.57 WIDE (L569621) DP 225879  
 (K) EASEMENT FOR SEWERAGE 6.095 WIDE (L569621) DP 225879  
 (L) EASEMENT FOR TRANSMISSION LINE 4.8M WIDE (S274132) DP 599377  
 (M) EASEMENT FOR TRANSMISSION LINE 7.0 WIDE (Y228360) DP 641320

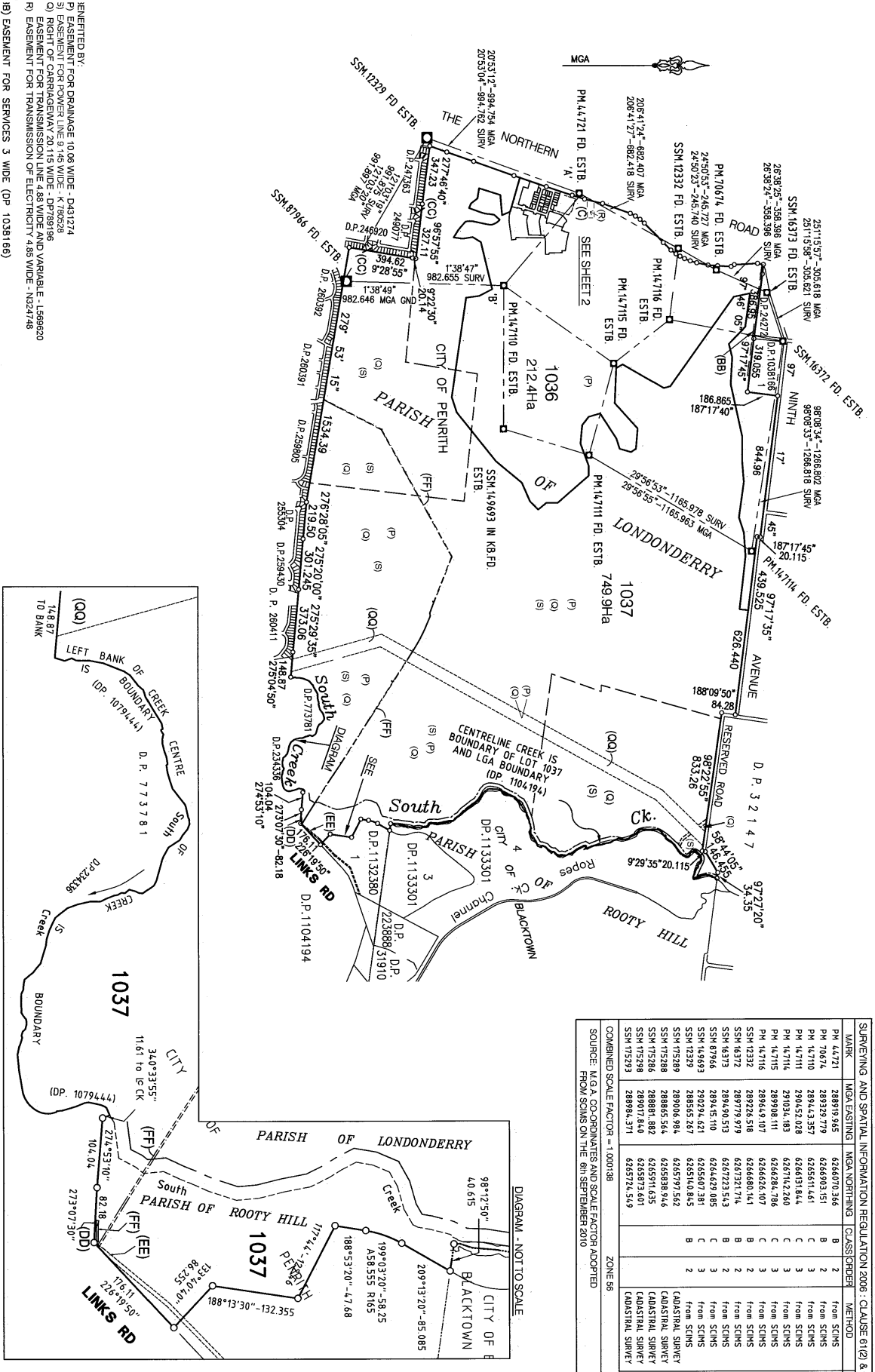
Surveyor: JOHN NELSON PETERSEN  
 Date of Survey: 20th SEPTEMBER 2010  
 Surveyors Ref: D066-DP1 2010(NW/100(031))  
 CAD REF: D066-DP1-001.cad

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132280

L.G.A.: PENRITH-BLACKTOWN  
 Locality: LLANDILO  
 Subdivision No: 054/10  
 Lengths are in metres.  
 Reduction Ratio: 1:15000

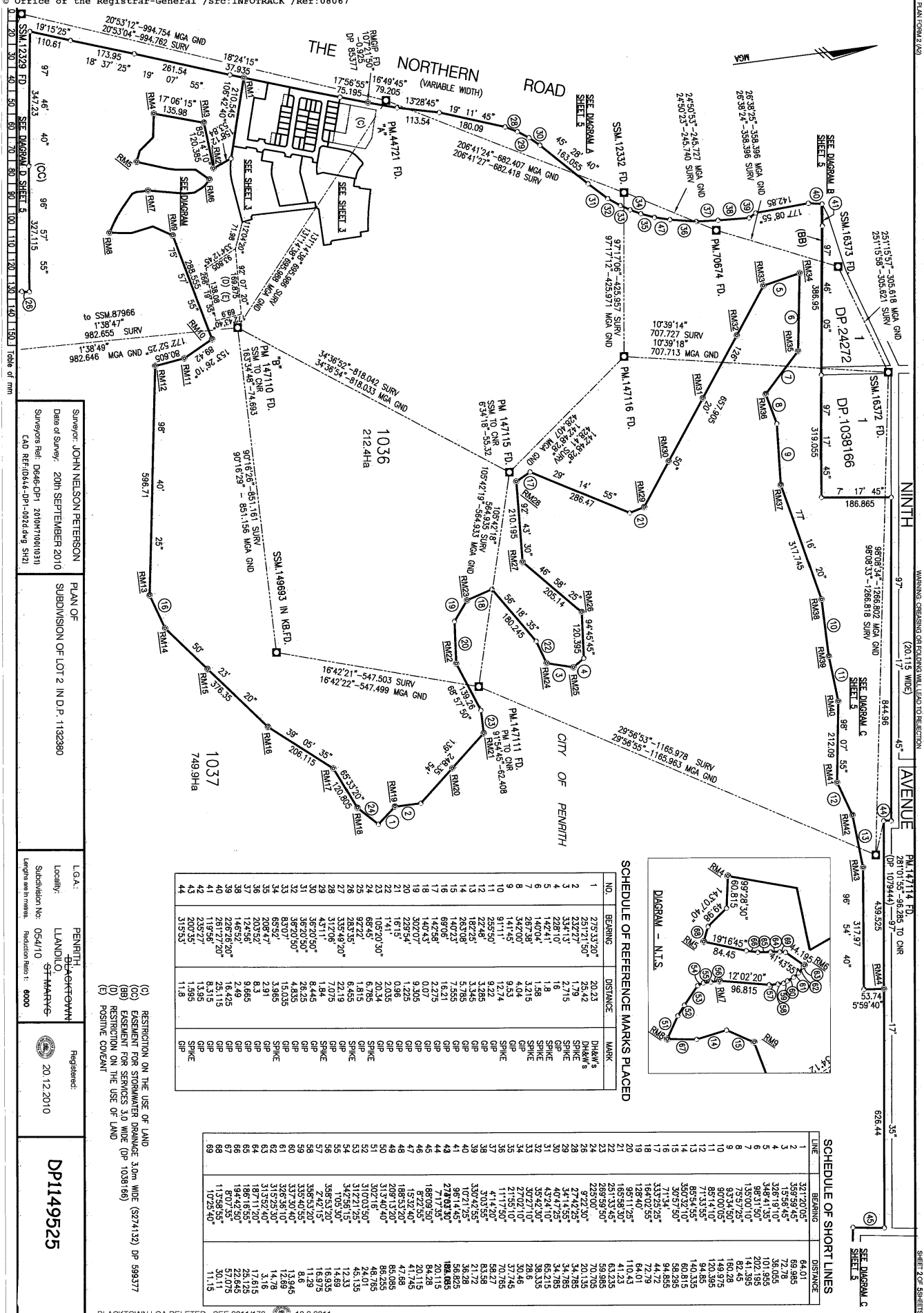
Registered:  
 20 12 2010

DP1149525 P



MARK	MGK EASTING	MGK NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 44721	288329.945	624670.246	B	2	from SCMS	SCMS
PM 16762	289329.779	624690.151	B	2	from SCMS	SCMS
PM 10710	289143.257	624651.161	C	3	from SCMS	SCMS
PM 14711	291032.029	624611.944	C	3	from SCMS	SCMS
PM 14714	291034.469	624611.944	C	3	from SCMS	SCMS
PM 14715	289908.101	624624.708	C	3	from SCMS	SCMS
PM 14716	289654.107	624668.107	C	3	from SCMS	SCMS
SM 12322	289226.518	624680.141	B	2	from SCMS	SCMS
SM 16372	289779.979	624732.143	B	2	from SCMS	SCMS
SM 16373	289690.519	624723.542	B	2	from SCMS	SCMS
SM 16374	289450.519	624723.542	B	2	from SCMS	SCMS
SM 14969	290274.521	624680.141	C	3	from SCMS	SCMS
SM 14968	289017.840	624651.161	C	3	from SCMS	SCMS
SM 14967	289006.994	624651.161	C	3	from SCMS	SCMS
SM 15259	289006.994	624651.161	C	3	from SCMS	SCMS
SM 15258	289006.994	624651.161	C	3	from SCMS	SCMS
SM 15257	289006.994	624651.161	C	3	from SCMS	SCMS
SM 15256	289006.994	624651.161	C	3	from SCMS	SCMS
SM 15255	289006.994	624651.161	C	3	from SCMS	SCMS
SM 15254	289006.994	624651.161	C	3	from SCMS	SCMS
SM 15253	289006.994	624651.161	C	3	from SCMS	SCMS

COMBINED SCALE FACTOR = 1:10001.38  
 SOURCE: H.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM SCMS ON THE 6th SEPTEMBER 2010  
 ZONE 56



Surveyor: JOHN NELSON PETERSON  
 Date of Survey: 20th SEPTEMBER 2010  
 Surveyors Ref: D946-DP1 2010(N710011031)  
 CAD REF:1046-DP1-0024.dwg SH21

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132380

L.G.A.: PENRITH BLACKTOWN  
 Locality: LLANDILO  
 Subdivision No: 054/10  
 Lengths are in metres. Reduction Ratio: 1: 6000

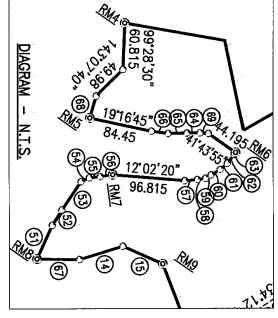
Register: 20 12 2010

DP1149525

- (C) RESTRICTION ON THE USE OF LAND
- (CC) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S27/4132) DP 999377
- (BB) EASEMENT FOR SERVICES 3.0 WIDE (P 1038 166)
- (D) RESTRICTION ON THE USE OF LAND
- (E) POSITIVE COVENANT

**SCHEDULE OF REFERENCE MARKS PLACED**

NO.	BEARING	DISTANCE	MARK
1	275°33'20"	29.23	DRAWN'S
2	232°27'30"	26.42	SPIKE
3	334°13'	1.79	SPIKE
4	228°10'	2.715	SPIKE
5	142°41'	1.8	SPIKE
6	140°04'	1.86	SPIKE
7	342°20'	4.2	SPIKE
8	141°45'	9.53	SPIKE
9	141°45'	12.74	SPIKE
10	225°50'	9.22	SPIKE
11	225°50'	3.285	SPIKE
12	22°48'	3.385	SPIKE
13	140°21'	7.555	SPIKE
14	140°21'	16.21	SPIKE
15	69°06'	1.621	SPIKE
16	142°58'	2.275	SPIKE
17	142°58'	0.07	SPIKE
18	140°43'	9.305	SPIKE
19	302°07'	1.228	SPIKE
20	292°54'	1.41	SPIKE
21	105°20'30"	20.34	SPIKE
22	105°20'30"	6.785	SPIKE
23	68°45'	1.815	SPIKE
24	68°45'	6.435	SPIKE
25	283°35'20"	1.84	SPIKE
26	283°35'20"	7.019	SPIKE
27	283°35'20"	1.84	SPIKE
28	437°1'	8.445	SPIKE
29	367°0'50"	26.25	SPIKE
30	367°0'50"	4.835	SPIKE
31	367°0'50"	1.835	SPIKE
32	83°07'	8.3	SPIKE
33	83°07'	2.91	SPIKE
34	208°47'	8.3	SPIKE
35	208°47'	2.91	SPIKE
36	202°52'	9.665	SPIKE
37	124°56'	2.49	SPIKE
38	146°52'	18.425	SPIKE
39	228°28'20"	8.215	SPIKE
40	119°54'20"	13.95	SPIKE
41	235°27'	1.985	SPIKE
42	235°27'	1.985	SPIKE
43	235°27'	1.985	SPIKE
44	315°53'	11.8	SPIKE

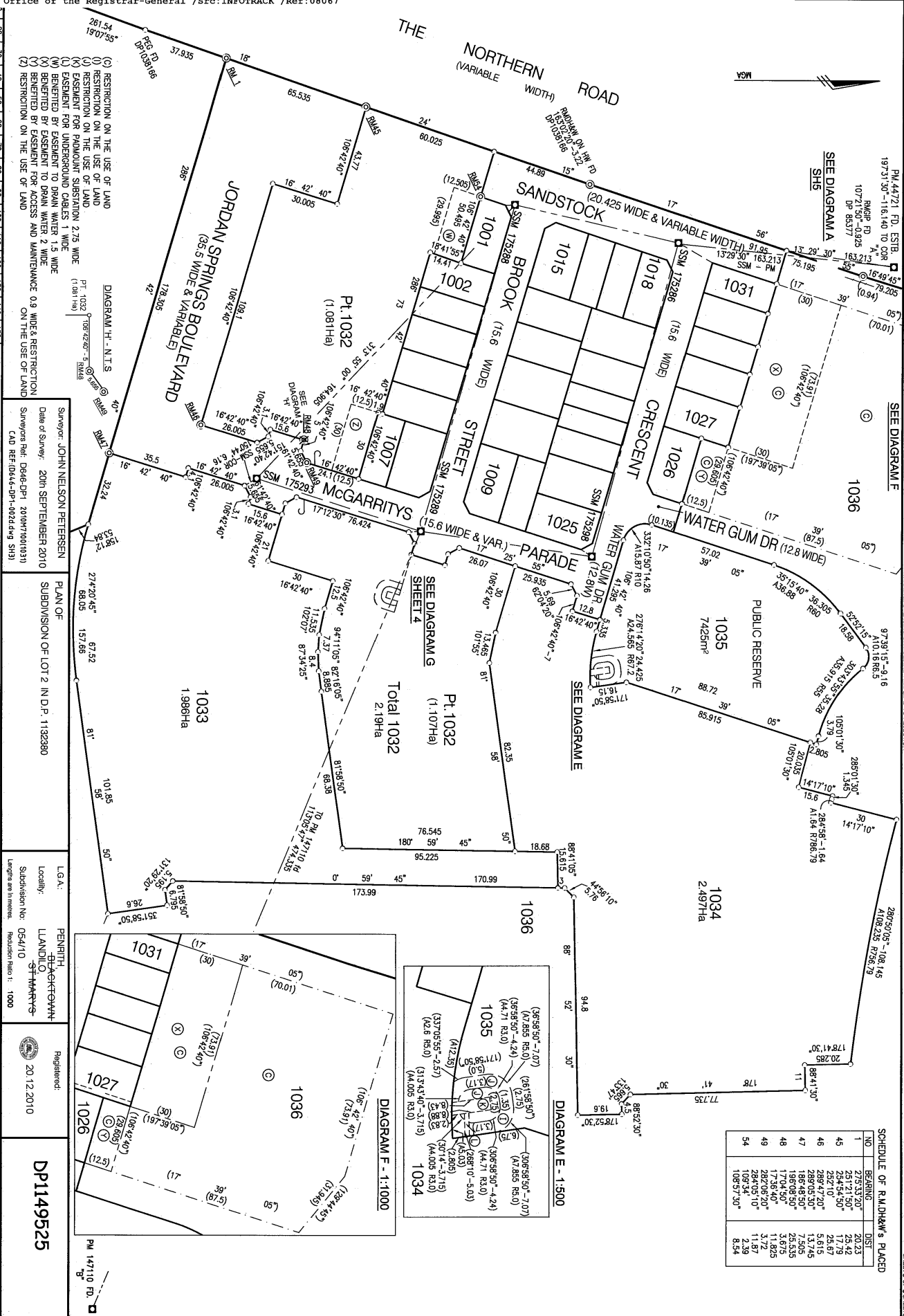


**SCHEDULE OF SHORT LINES**

LINE	BEARING	DISTANCE
1	327°20'55"	64.01
2	315°56'45"	72.78
3	348°19'10"	36.055
4	348°41'35"	101.955
5	98°31'50"	202.195
6	153°01'10"	61.295
7	63°34'50"	180.928
8	90°00'05"	149.975
9	88°14'10"	120.395
10	88°14'10"	94.895
11	71°33'55"	140.335
12	68°53'55"	160.335
13	30°57'50"	58.295
14	30°57'50"	94.655
15	71°34'	44.72
16	333°25'25"	44.72
17	164°02'55"	62.79
18	164°02'55"	110.43
19	151°11'25"	41.23
20	168°58'30"	63.235
21	251°33'45"	70.705
22	225°01'50"	209.985
23	225°01'50"	70.705
24	274°02'25"	34.785
25	34°14'55"	34.785
26	44°47'25"	34.785
27	43°24'10"	65.215
28	35°42'30"	38.335
29	27°02'10"	30.46
30	27°02'10"	37.745
31	11°17'50"	70.765
32	11°17'50"	89.27
33	41°42'05"	63.95
34	33°03'55"	36.28
35	10°21'25"	56.825
36	96°14'45"	188.085
37	27°03'30"	20.115
38	7°17'35"	41.745
39	31°30'40"	41.745
40	31°30'40"	86.085
41	15°32'40"	41.745
42	15°32'40"	41.745
43	188°53'20"	41.745
44	209°13'20"	65.085
45	31°03'50"	86.255
46	31°03'50"	24.015
47	31°03'50"	46.135
48	342°56'15"	12.335
49	342°56'15"	1.659
50	105°30'20"	1.659
51	105°30'20"	16.935
52	356°53'20"	11.29
53	356°53'20"	8.6
54	335°40'55"	8.6
55	335°40'55"	12.689
56	337°30'40"	12.689
57	337°30'40"	11.29
58	328°38'10"	17.615
59	315°23'20"	25.125
60	315°23'20"	22.645
61	87°07'35"	50.075
62	87°07'35"	11.025
63	102°25'40"	11.15

PLAN FORM 2 (M2) WARNING: CHANGING OR REMOVING MARKS WILL LEAD TO REJECTION (20.115 WIDE) 45° AVENUE PENRITH BLACKTOWN L.LANDILO 20 12 2010 SHEET 2 OF 5 SHEETS

PLAN FORM 2 (2010) WARNING: CROSSING OR COLLISION WILL LEAD TO RESTRICTION SHEET 3 OF 5 SHEETS



- (1) RESTRICTION ON THE USE OF LAND
- (2) RESTRICTION ON THE USE OF LAND
- (3) RESTRICTION ON THE USE OF LAND
- (4) RESTRICTION ON THE USE OF LAND
- (5) RESTRICTION ON THE USE OF LAND
- (6) EASEMENT FOR UNDERPASS AND 2.75 M WIDE
- (7) EASEMENT FOR UNDERPASS AND 2.75 M WIDE
- (8) BENEFITED BY EASEMENT TO DRINK WATER 2 WIDE
- (9) BENEFITED BY EASEMENT TO DRINK WATER 2 WIDE
- (10) RESTRICTION ON THE USE OF LAND

DIAGRAM H - N.T.S.  
 PT. 1032 (1.081Ha)  
 SURVEYOR: JOHN NELSON PETERSEN  
 Date of Survey: 20th SEPTEMBER 2010  
 Supervisors Ref: D646-DP1 / 200907001031  
 CAD REF: 0646-DP1-0021449 SHA

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132280  
 L.G.A.: PENRITH  
 Locality: BLACKTOWN  
 Land Use: STAMMERS  
 Subdivision No: 054/10  
 Length and Inverse: 1:1000

Registered: 20/12/2010  
 DP1149525

SCHEDULE OF R.A.M.H.W.'s PLACED

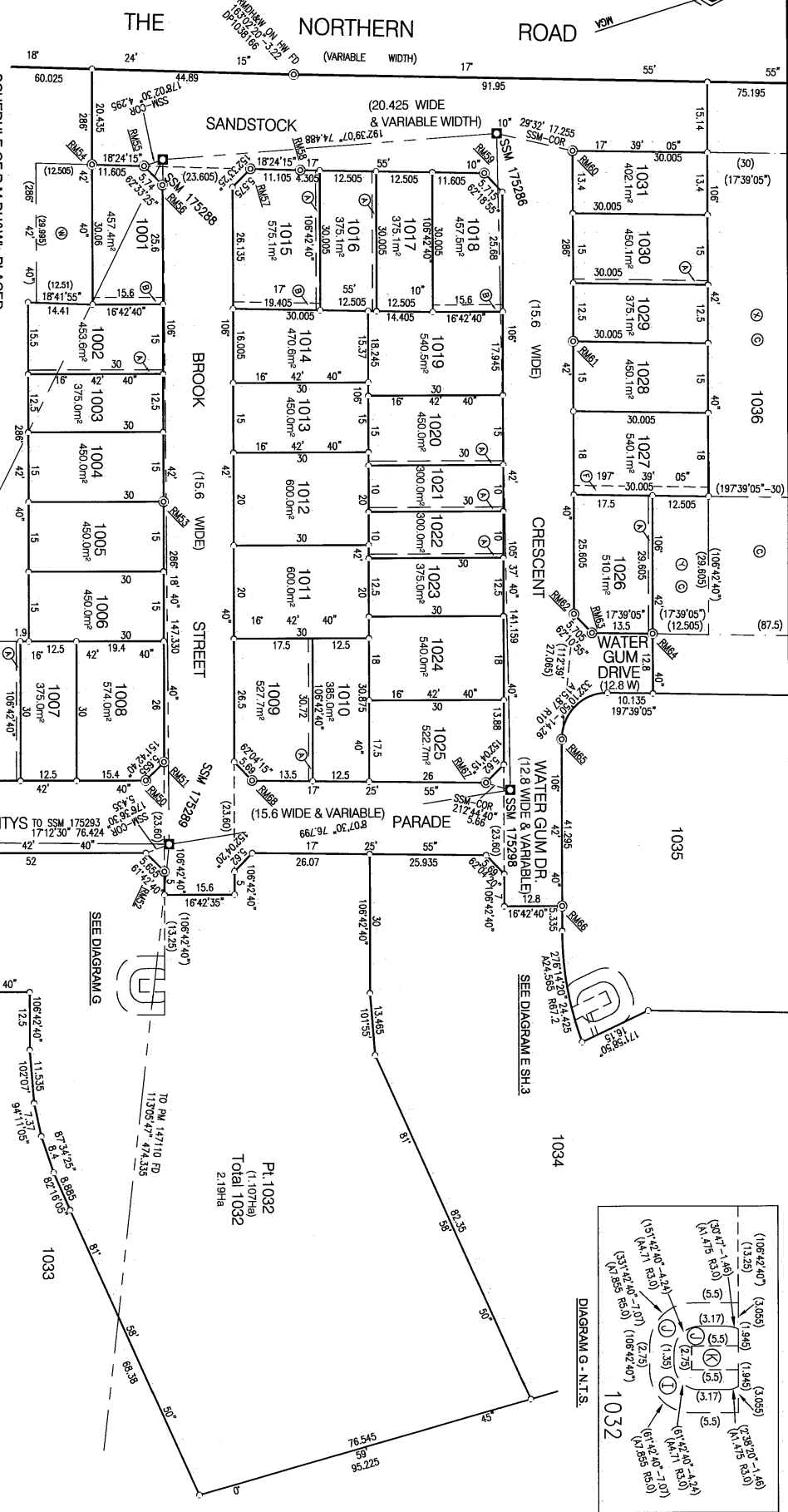
NO	BEARING	DIST
1	275°33'20"	20.23
2	271°21'50"	25.42
3	252°27'10"	25.67
4	289°47'20"	5.615
46	289°47'20"	13.745
47	186°48'50"	7.505
48	186°48'50"	25.525
49	172°04'50"	3.675
49	282°05'20"	3.725
54	108°57'30"	2.38
54	108°57'30"	8.54



0 20 40 60 80 100 120 140 160 180 Table of mm

**SCHEDULE OF R.M.D.H.W.s PLACED**

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
48	17°05'30"	3.675	59	109°35'	2.28
49	202°06'20"	3.725	60	339°44'14"	8.925
50	284°05'10"	11.87	61	333°43'36"	77.345
51	239°09'20"	3.70	62	17°00'30"	3.845
52	186°15'40"	11.84	63	18°59'40"	11.805
53	186°45'42"	3.665	64	18°59'40"	3.88
54	186°15'40"	11.84	65	27°02'30"	13.12
55	186°03'30"	11.875	66	12°17'	12.17
56	186°03'30"	3.71	67	287°28'40"	3.68
57	186°03'30"	3.71	68	287°28'40"	11.875
58	186°03'30"	3.71	69	343°21'30"	9.005
59	186°03'30"	3.71	70	343°21'30"	9.005
60	186°03'30"	3.71	71	17°21'30"	3.925
61	186°03'30"	3.71	72	17°21'30"	3.925
62	186°03'30"	3.71	73	292°29'30"	3.865
63	186°03'30"	3.71	74	292°29'30"	3.865
64	186°03'30"	3.71	75	288°48'15"	11.885
65	186°03'30"	3.71	76	288°48'15"	3.66
66	186°03'30"	3.71	77	288°48'15"	11.875
67	186°03'30"	3.71	78	288°48'15"	3.66
68	186°03'30"	3.71	79	288°48'15"	11.875
69	186°03'30"	3.71	80	288°48'15"	14.710



**Pl. 1032** (1.087 ha)

Surveyor: JOHN NELSON PETERSEN  
 Date of Survey: 20th SEPTEMBER 2010  
 Subdivision of Lot 2 in D.P. 1192390

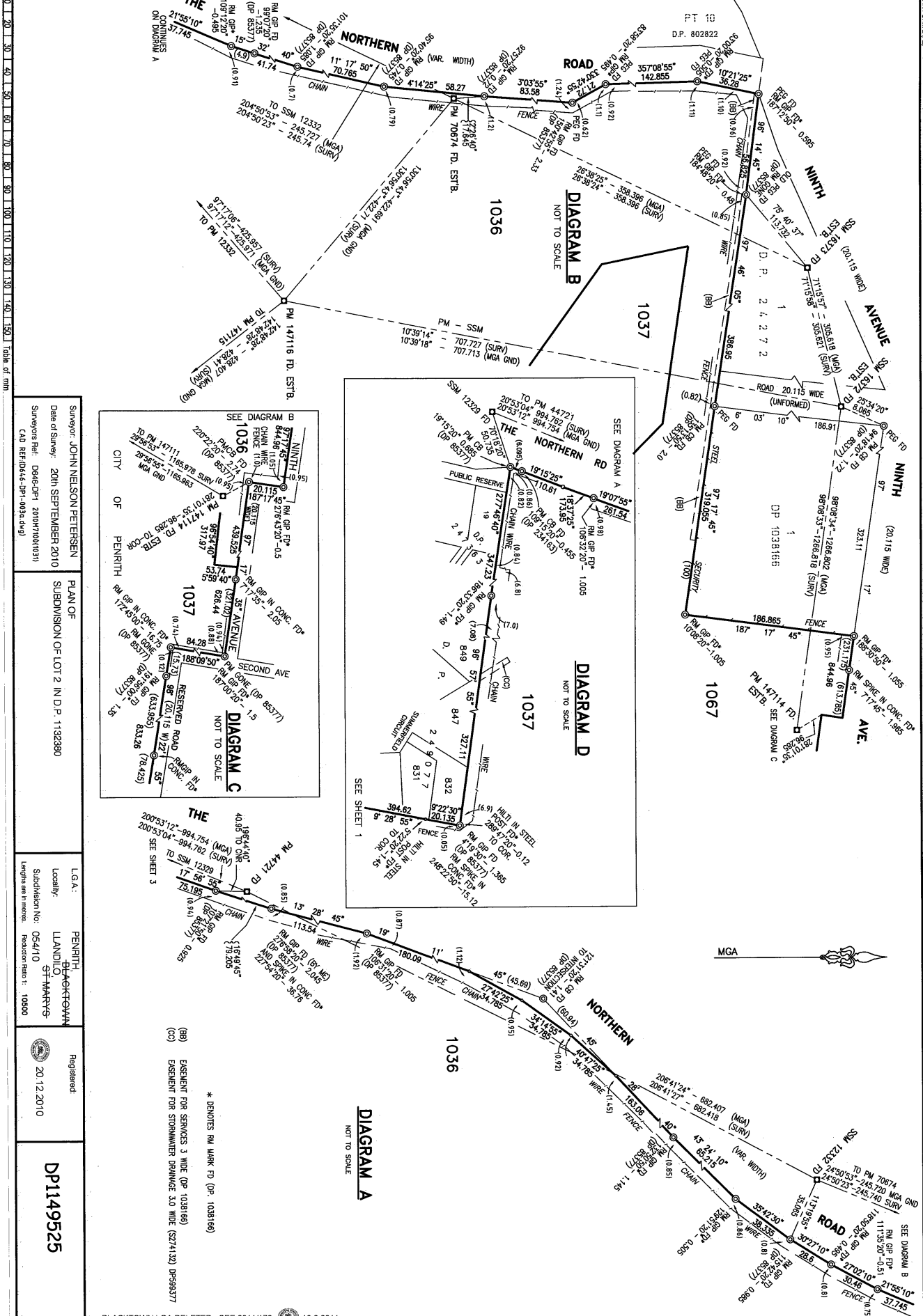
Surveyors Ref: D946-DP1 2010/170010331  
 CAD REF: D146-DP1-0024.dwg SH.4

**L.G.A.:** PENRITH  
**Locality:** BLACKTOWN  
**Subdivision No.:** LLANDILO ST-MARTIN'S  
**OS4/10**  
 Lengths in metres  
 Reduction Ratio: 1: 800

Registered: 20.12.2010

**DP1149525**

(A) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE  
 (B) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (C) EASEMENT ON THE USE OF LAND  
 (D) RESTRICTION ON THE USE OF LAND  
 (E) RESTRICTION ON THE USE OF LAND  
 (F) RESTRICTION ON THE USE OF LAND  
 (G) EASEMENT FOR UNDERGROUND SUBSTATION 2.75 WIDE  
 (H) EASEMENT FOR UNDERGROUND CABLES 1 WIDE  
 (I) RESTRICTION ON THE USE OF LAND  
 (J) RESTRICTION ON THE USE OF LAND  
 (K) RESTRICTION ON THE USE OF LAND  
 (L) RESTRICTION ON THE USE OF LAND



Surveyor: JOHN NELSON PETERSEN  
 Date of Survey: 20th SEPTEMBER 2010  
 Surveyors Ref: 0046-CP1 2008/10010331  
 CAD REF:004-4-SP1-003A-4(4)

PLAN OF  
 SUBDIVISION OF LOT 2 IN D.P. 1132380

L.G.A.: PENRITH  
 Locality: BLACKTOWN  
 Subdivision No: 054/10  
 ST MARYS  
 Lengths are in metres. Reducer Ratio: 1:10500



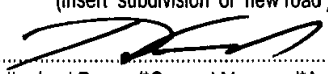

Registered:  
 20/12/2010

DP1149525

PLAN 2010/10331 SHEET 5 OF 5 SHEETS

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)											
<p>SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> <li>1. RESTRICTION ON THE USE OF LAND</li> <li>2. RESTRICTION ON THE USE OF LAND</li> <li>3. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)</li> <li>4. RESTRICTION ON THE USE OF LAND</li> <li>5. POSITIVE COVENANT</li> <li>6. RESTRICTION ON THE USE OF LAND</li> <li>7. RESTRICTION ON THE USE OF LAND (C)</li> <li>8. EASEMENT TO DRAIN WATER 1.5 WIDE (B)</li> <li>9. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (K)</li> <li>10. RESTRICTION ON THE USE OF LAND (J)</li> <li>11. RESTRICTION ON THE USE OF LAND (I)</li> <li>12. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (L)</li> <li>13. RESTRICTION ON THE USE OF LAND (D)</li> <li>14. POSITIVE COVENANT (E)</li> <li>15. EASEMENT TO DRAIN WATER 2.0 WIDE (F)</li> <li>16. RESTRICTION ON THE USE OF LAND</li> </ol> <p style="text-align: center;">If space is insufficient use PLAN FORM 6A annexure sheet</p> <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I.....in approving this plan certify                  (Authorised Officer)                  that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<div style="text-align: right; font-size: small;">'ce Use Only</div> <div style="text-align: center;">   <h2 style="margin: 0;">DP1149525 S</h2> <span style="font-size: 2em; border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">E</span> </div> <hr/> <div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered:  20.12.2010</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <p style="text-align: center;"><b>PLAN OF SUBDIVISION OF LOT 2 D.P. 1132380</b></p> <hr/> <p>LGA: CITY OF PENRITH, <del>BLACKTOWN</del></p> <p>Locality: LLANDILO, <del>ST MARYS</del></p> <p>Parish: LONDONDERRY &amp; ROOTY HILL</p> <p>County: CUMBERLAND</p> <hr/> <p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, JOHN NELSON PETERSEN.....</p> <p>of WHELANS INSITES DX 288 SYDNEY.....</p> <p>a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 20th. SEPTEMBER 2010.....</p> <p>The survey relates to ..... Lots 1001-1036 INCL.....</p> <p>.....</p> <p>(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature <u>John N Petersen</u> Dated: <u>13/10/2010</u></p> <p style="text-align: center; font-size: small;">Surveyor registered under the Surveying and Spatial Information Act, 2002</p> <p>Datum Line: 'A'-B'.....</p> <p>Type: Urban/Rural</p> <hr/> <p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <table style="width: 100%; border: none;"> <tr> <td>DP 1132380</td> <td>DP 234163</td> </tr> <tr> <td>DP 1110661</td> <td>DP 1104194</td> </tr> <tr> <td>DP 1132380</td> <td>DP 85377</td> </tr> <tr> <td>DP 234336</td> <td></td> </tr> <tr> <td>DP 1038166</td> <td></td> </tr> <tr> <td>DP 1079444</td> <td></td> </tr> </table> <hr/> <p style="text-align: center;">If space is insufficient use PLAN FORM 6A annexure sheet</p> <p style="font-size: small;">Surveyor's Reference: D646-DP1 <span style="float: right;">2010M7100(1031)</span></p>	DP 1132380	DP 234163	DP 1110661	DP 1104194	DP 1132380	DP 85377	DP 234336		DP 1038166		DP 1079444	
DP 1132380	DP 234163												
DP 1110661	DP 1104194												
DP 1132380	DP 85377												
DP 234336													
DP 1038166													
DP 1079444													
<p style="text-align: right; font-size: small;">SC 10/0046</p> <p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u>..... set out herein                  (insert 'subdivision' or 'new road')</p> <p style="text-align: center;"></p> <p style="text-align: center;">* Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: <u>PENRITH CITY COUNCIL</u>.....</p> <p>Date of Endorsement: <u>19/11/10</u>.....</p> <p>Accreditation no: .....</p> <p>Subdivision Certificate no: <u>054/10</u>.....</p> <p>File no: <u>DA 09 0809</u>.....</p> <p style="font-size: small;">* Strike through inapplicable parts.</p>	<div style="text-align: right; font-size: small;">BLACKTOWN LGA DELETED - SEE 2011/172</div> <div style="text-align: right; font-size: small;">10.2.2011</div> 												

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 2 IN  
D.P. 1132380

DP1149525

Office Use Only

Office Use Only

Registered:  20.12.2010

Subdivision Certificate No.: 054/10

Date of Endorsement: 19/11/10

IT IS INTENDED TO DEDICATE JORDAN SPRINGS BOULEVARD (35.5 WIDE & VARIABLE), McGARRITYS PARADE, (15.6 WIDE & VARIABLE), BROOK STREET (15.6 WIDE), SANDSTOCK CRESCENT (20.425 & 15.6 WIDE & VARIABLE WIDTH) AND WATER GUM DRIVE (12.8 WIDE & VARIABLE) TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 1035 TO THE PUBLIC AS PUBLIC RESERVE.

THE COMMON SEAL of  
ST MARYS LAND LIMITED  
was hereunto affixed by the  
authority of the Directors  
in the presence of:



**Kenneth Leslie James**  
Secretary



**Simon Dennis Basheer**  
Director



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



**DP1149525 B**

(Sheet 1 of 14 sheets)

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

No. Cc054/10 of 19/11/10

Full name and address of the owner of the land:

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

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the Use of Land	1001 to 1031 inclusive	Every other lot
2.	Restriction on the Use of Land	1001 to 1031 inclusive	Penrith City Council
3.	Easement for Access and Maintenance 0.9 wide (A)	1002 1032 1009 1015 1016 1020 1021 1022 1026 1030	1003 1007 1010 1016 1017 1021 1022 1023 That part of 1036 marked "Y" 1029

Authorised Officer  
 Penrith City Council

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

(Sheet 2 of 14 sheets)

Plan:  
**DP1149525**

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

No ...*CC05410*...of...*19/11/10*.....

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

  
 \_\_\_\_\_  
 Authorised Officer  
 Penrith City Council

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

(Sheet 3 of 14 sheets)

Plan:  
**DP1149525**

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

No CC054/10 of 19/11/10

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

**PART 2 (Terms)**

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

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



Authorised Officer  
 Penrith City Council

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

(Sheet 4 of 14 sheets)

Plan:

**DP1149525**

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

No ..C.C.054/10...of..19/11/10.....

landscaping and fencing complies with the Building and Siting Guidelines which St Marys Land Limited (SML) requires to apply to the Development from time to time.

- (c) The Owner must not do any of the following unless and until the Owner obtains the prior written approval of SML:
- (i) erect any building or structure
  - (ii) carry out any siteworks (including fencing, excavation, filling or retaining walls)
  - (iii) erect a fence or wall
  - (iv) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building, or
  - (v) erect or place any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure.

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

- (A) do not comply with the Building and Siting Guidelines
  - (B) do not conform with the general standards of design and planning of the Development, or
  - (C) are undesirable by reason of the effect they would have upon the Development, appearance, health or amenity of the Development or any part of it.
- (d) The Burdened Lot will not be subdivided other than whilst SML shall be the owner.
- (e) (i) The Owner (other than whilst SML shall be the owner) shall not lease or transfer the Burdened Lot before 31 December 2020 unless a



Authorised Officer  
Penrith City Council



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

(Sheet 5 of 14 sheets)

Plan:

**DP1149525**

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

No CC054/10 of 19/11/10.....

dwelling approved by SML in accordance with paragraph (b) has been completed upon the Burdened Lot, and

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

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

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

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

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

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

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



Authorised Officer  
Penrith City Council

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

(Sheet 6 of 14 sheets)

Plan:  
**DP1149525**

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

No .....*CC054/10*.....of.....*19/11/10*.....

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

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

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

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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

(Sheet 7 of 14 sheets)

Plan:

**DP1149525**

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

No CC054/10 of 19/11/10 .....

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

**5. TERMS OF POSITIVE COVENANT NUMBERED FIVE IN THE PLAN**

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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

(Sheet 8 of 14 sheets)

Plan:

**DP1149525**

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

No ...*C.C. 054/10*...of...*19/11/10*.....

**9. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (K) NUMBERED NINE IN THE PLAN**

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

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

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

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

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

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

(c) Definitions:

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

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

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

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

\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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

(Sheet 9 of 14 sheets)

Plan:

**DP1149525**

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

No CC 054/10 of 19/11/10

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

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

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

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

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

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

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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

(Sheet 10 of 14 sheets)

Plan:

**DP1149525**

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

No 66054/10 of 19/11/10

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

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



Authorised Officer  
Penrith City Council

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

(Sheet 11 of 14 sheets)

Plan:  
**DP1149525**

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

No .....CC 054/10 of 19/11/10.....

- (i) any expense reasonably incurred by it in exercising its powers in paragraph 14(b)(i). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work, and
- (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with costs, charges and expenses of registration of a covenant pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

(c) This covenant shall bind all persons who are or claim under the owner as stipulated in section 88E(5) of the Act.

**15. TERMS OF EASEMENT TO DRAIN WATER 2.0 WIDE (F) NUMBERED FIFTEEN IN THE PLAN**

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

**16. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED SIXTEEN IN THE PLAN**

The western boundary of the Burdened Lot shall not be used nor shall any part thereof be used as a means of vehicular or pedestrian access or route to or from any part of Sandstock Crescent and no Owner shall pass or repass nor shall that Owner permit or authorise any of his employees, visitors or authorised persons to pass or repass across the western boundary between Sandstock Crescent and the Burdened Lot without consent of the Council (which consent may at any time be revoked by the said Council at its absolute discretion)

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

St Marys Land Limited

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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

(Sheet 12 of 14 sheets)

Plan:

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

**DP1149525**

No ...054/10...of...19/11/10.....

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS NUMBERED THREE, EIGHT AND FIFTEEN AND THE RESTRICTIONS NUMBERED TWO, FOUR, SIX, SEVEN, THIRTEEN AND SIXTEEN AND POSITIVE COVENANT NUMBERED FIVE AND FOURTEEN

Penrith City Council

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

Integral Energy Australia

**DEFINITIONS & INTERPRETATION**

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

**"Act"** means the *Conveyancing Act* 1919.

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

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

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

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

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council



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

(Sheet 13 of 14 sheets)

Plan:

**DP1149525**

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

No ...~~CC054/10~~...of...19/11/10.....

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

**"Council"** means Penrith City Council.

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

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

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

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

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

**"Sunset Date"** means the first to occur of:

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

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



Authorised Officer  
Penrith City Council

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

(Sheet 14 of 14 sheets)

**DP1149525**

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

No CC054/10 of 19/11/10.....

THE COMMON SEAL of

Signed by **St Marys  
Land Limited** was hereunto affixed by the  
authority of the Directors  
in the presence of:



*[Handwritten signature]*

*[Handwritten signature]*

**Kenneth Leslie James**

**Simon Dennis Basheer**

office (director or secretary)

office (director or secretary)

**Secretary**

**Director**

full name

full name

*[Handwritten signature]*

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

*[Handwritten signature]*

sign (attorney) the attorney states that he or she  
has no notice of termination or suspension of  
the power

*[Handwritten signature]*

sign (witness)  
the witness states that he or she is not a party  
and was present when the attorney signed

Geoffrey Reithmuller (attorney)  
Network Property Manager

full name (attorney)

**URS 11231**

**Raymond Simmonds**

full name (witness) **Cl - Integral Energy**  
**51 Huntingwood Drive**  
**Huntingwood NSW 2148**  
address (witness)

REGISTERED  20.12.2010

JSHVHZ3F0W

*[Handwritten signature]*

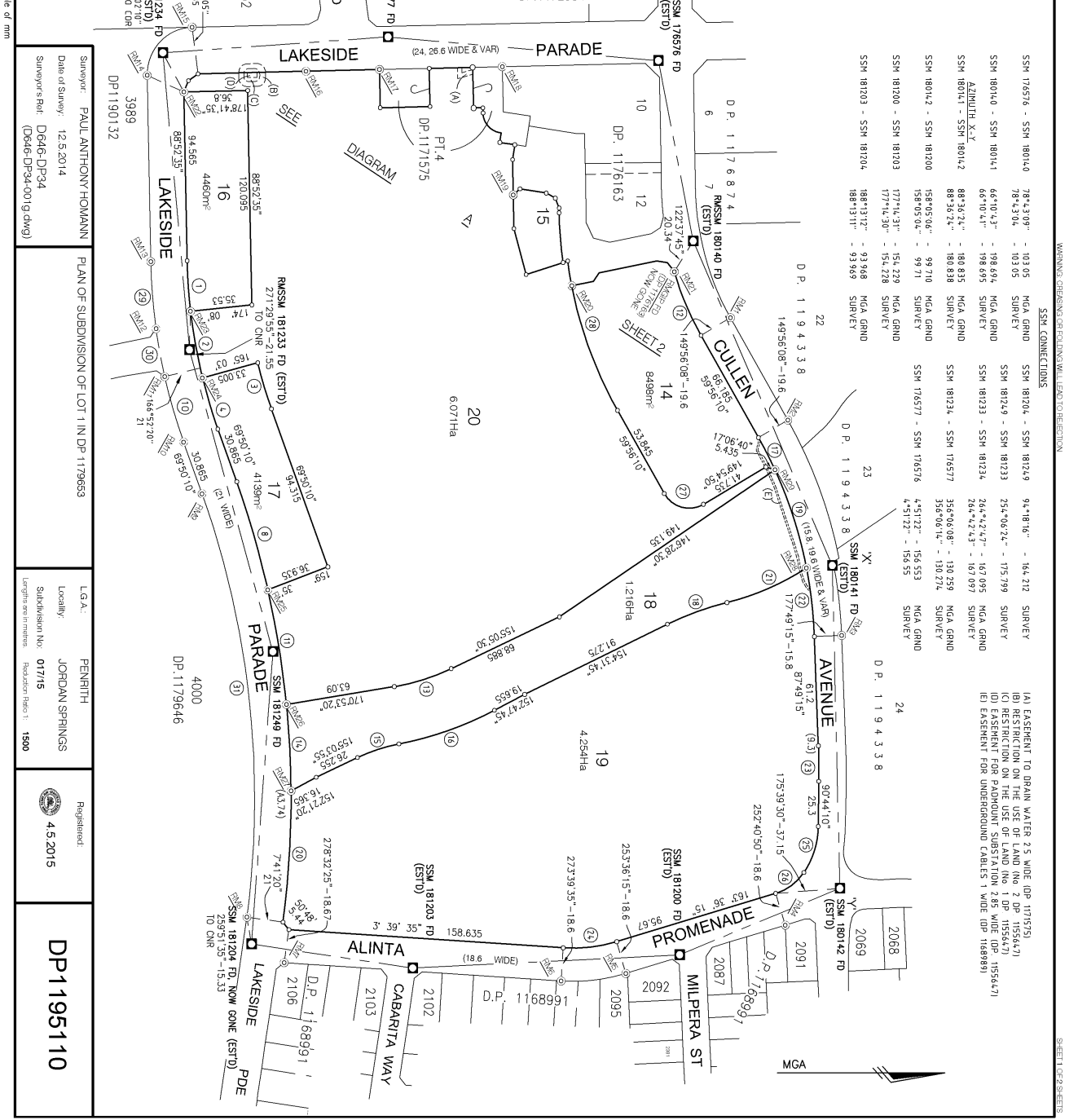
Authorised Officer  
Penrith City Council

MARK	MARKS	MEASUREMENTS	CLASS	ORIGIN
SSM 176576	289 803 516	6 265 848 025	C	SCMS
SSM 176577	289 289 641	6 265 712 012	C	SCMS
SSM 180140	289 403 589	6 265 888 186	C	SCMS
SSM 180141	289 585 381	6 265 948 447	C	SCMS
SSM 180142	289 769 188	6 265 977 845	C	SCMS
SSM 181200	289 803 408	6 265 848 327	C	SCMS
SSM 181201	289 799 593	6 265 433 226	C	SCMS
SSM 181233	289 446 524	6 265 597 435	C	SCMS
SSM 181249	289 631 622	6 265 645 567	C	SCMS
SSM 181249	289 631 622	6 265 645 567	U	PLACED

LINE	BEARING	DISTANCE	ARC	RADIUS	MARK
1	266°04'15"	28.39	28.4	290	
2	259°30'55"	31.93	31.93	290	
3	272°48'05"	36.95	37.01	250	
4	73°22'35"	63.35	63.35	516	
5	73°22'35"	38.17	38.19	311	
6	160°50'15"	52.45	52.45	516	
7	160°50'15"	48.47	48.47	516	
8	312°17'40"	25.17	25.235	100	
9	162°21'35"	20.865	20.865	200	
10	340°30'55"	36.955	36.955	175	
11	171°11'11"	4.98	4.98	175	
12	157°07'02"	4.9795	4.9795	152.5	
13	83°12'35"	38.7	38.74	240.7	
14	89°16'45"	19.875	19.88	300	
15	107°42'35"	21.5	21.5	44.2	
16	174°13'55"	20.035	20.02	30.2	
17	194°55'30"	23.31	23.31	16.5	
18	259°21'45"	27.38	27.38	411	
19	83°46'40"	28.515	28.515	495	

LINE	BEARING	DISTANCE	MARK
1	339°56'20"	4.64	DH&W FD (DP 1468881)
2	329°23'20"	15.835	DH&W FD (DP 1468881)
3	330°38'	4.78	DH&W FD (DP 1468881)
4	19°55'30"	0.885	DH&W FD (DP 1468881)
5	171°51'0"	3.204	DH&W FD (DP 1468881)
6	61°47'0"	3.695	DH&W FD (DP 1468881)
7	171°09'40"	4.965	DH&W FD (DP 1468881)
8	136°00'20"	3.865	DH&W FD (DP 1468881)
9	100°58'	15.02	DH&W FD (DP 1468881)
10	201°04'50"	4.98	DH&W FD (DP 1468881)
11	100°58'	17.12	DH&W FD (DP 1468881)
12	35°55'50"	25.33	CONC B&K/DP 1554.71/NOV GONE
13	160°51'0"	17.815	DH&W FD (DP 1468881)
14	160°19'30"	4.85	DH&W FD (DP 1468881)
15	160°19'30"	4.85	DH&W FD (DP 1468881)
16	160°19'30"	17.11	DH&W FD (DP 1468881)
17	158°50'25"	4.86	DH&W FD (DP 1468881)
18	159°08'20"	17.265	DH&W FD (DP 1468881)
19	176°21'30"	4.885	DH&W FD (DP 1468881)
20	176°21'30"	17.115	DH&W FD (DP 1468881)
21	199°52'15"	5.195	DH&W FD (DP 1468881)
22	200°04'50"	18.395	DH&W FD (DP 1468881)
23	254°22'50"	20.315	DH&W FD (DP 1468881)
24	100°46'25"	5.985	DH&W FD (DP 1468881)
25	98°57'35"	20.64	DH&W FD (DP 1468881)
26	85°47'20"	5.88	DH&W FD (DP 1468881)
27	85°47'20"	16.88	DH&W FD (DP 1468881)
28	88°10'15"	18.05	DH&W FD (DP 1468881)
29	53°39'50"	15.785	DH&W FD (DP 1468881)
30	85°59'10"	18.08	DH&W FD (DP 1468881)
31	122°37'45"	20.31	DH&W FD (DP 1468881)
32	61°07'10"	6.107	DH&W FD (DP 1468881)
33	61°07'10"	25.115	DH&W FD (DP 1468881)
34	172°57'40"	3.805	DH&W
35	154°14'35"	4.825	DH&W

LINE	BEARING	DISTANCE	MARK
1	266°04'15"	28.39	
2	259°30'55"	31.93	
3	272°48'05"	36.95	
4	73°22'35"	63.35	
5	73°22'35"	38.17	
6	160°50'15"	52.45	
7	160°50'15"	48.47	
8	312°17'40"	25.17	
9	162°21'35"	20.865	
10	340°30'55"	36.955	
11	171°11'11"	4.98	
12	157°07'02"	4.9795	
13	83°12'35"	38.7	
14	89°16'45"	19.875	
15	107°42'35"	21.5	
16	174°13'55"	20.035	
17	194°55'30"	23.31	
18	259°21'45"	27.38	
19	83°46'40"	28.515	



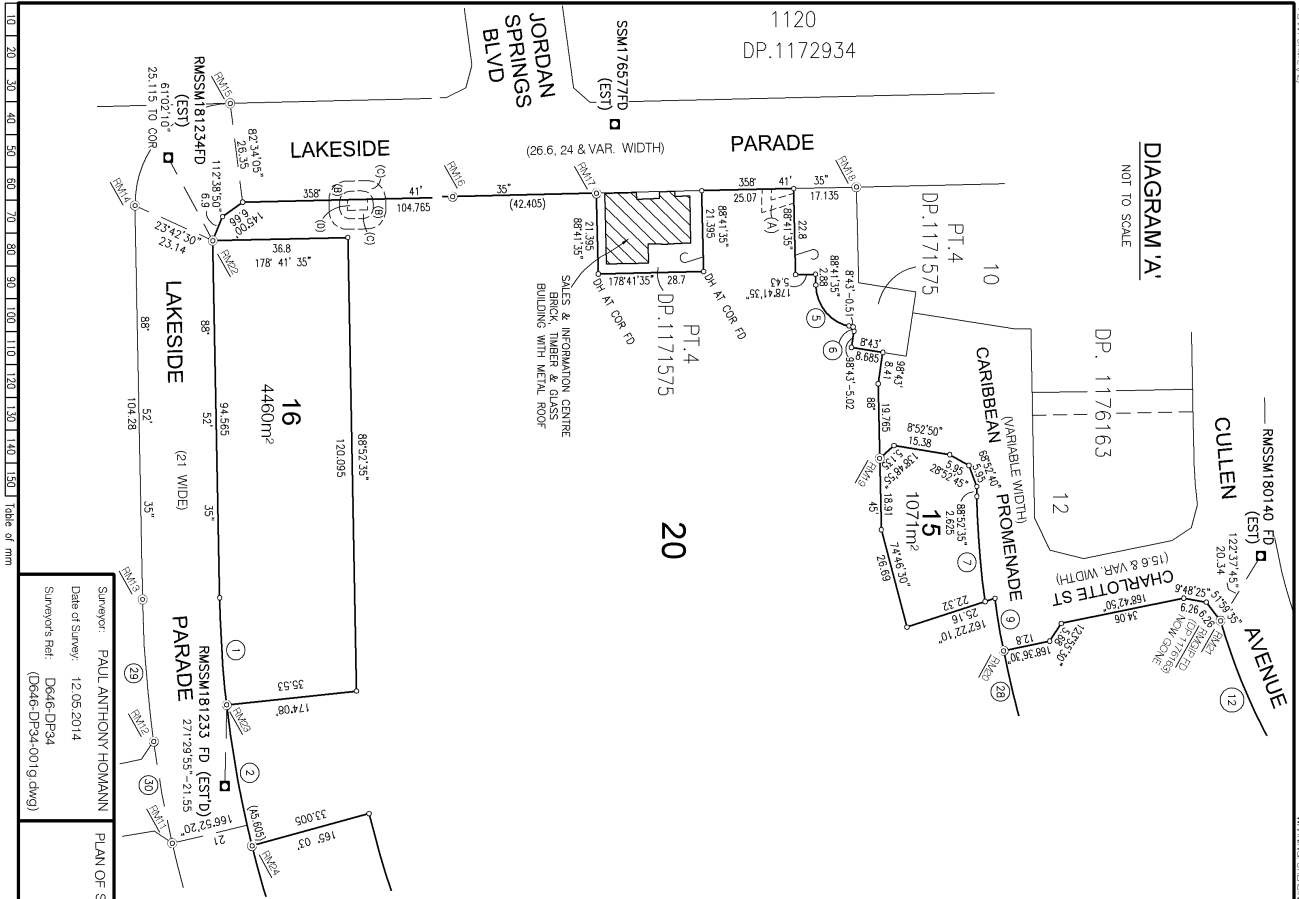
Surveyor: PAUL ANTHONY HOWMANN  
 Date of Survey: 12.5.2014  
 Survey Ref: D646-DP34  
 License Ref: (D646-PP34-001-g.dwg)

PLAN OF SUBDIVISION OF LOT 1 IN DP 1179683

L.G.A.: PENRITH  
 Locality: JORDAN SPRINGS  
 Subdivision No: 017/15  
 License Ref: 1560

Registered: 4.5.2015

DP1195110



**SCHEDULE OF CURVED BOUNDARIES**

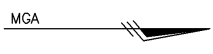
Line	Bearing	Chord	Arc	Radius
1	266°04'15"	28.39	28.4	280
2	228°42'35"	14.65	15.915	111.4
3	53°42'3"	0.53	0.59	0.375
4	265°26'10"	27.94	27.96	232.8
5	245°30'40"	38.89	38.975	169.8
6	245°30'40"	37.735	37.735	230
7	265°23'50"	27.385	27.385	311
8	239°23'15"			

**SCHEDULE OF REFERENCE MARKS**

No.	BEARING	DISTANCE	MARK
11	158°50'25"	4.86	DH&W FD (DP 1179646)
12	159°48'20"	17.245	DH&W FD (DP 1179646)
13	175°02'45"	4.87	DH&W FD (DP 1179646)
14	175°50'05"	17.35	DH&W FD (DP 1179646)
15	175°50'05"	17.35	DH&W FD (DP 1179646)
16	176°21'30"	17.315	DH&W FD (DP 1179646)
17	199°52'15"	5.195	DH&W FD (DP 1179646)
18	200°06'15"	18.395	DH&W FD (DP 1179646)
19	255°13'25"	6.51	DH&W FD (DP 1179646)
20	256°42'30"	20.715	DH&W FD (DP 1179646)
21	88°34'05"	18.05	DH&W FD (DP 117575)
22	90°21'45"	5.905	DH&W FD (DP 117575)
23	88°13'40"	18.88	DH&W FD (DP 117575)
24	98°57'35"	20.64	DH&W FD (DP 117575)
25	85°47'20"	5.88	DH&W FD (DP 117575)
26	85°47'20"	5.88	DH&W FD (DP 117575)
27	122°37'45"	20.34	SSM 180140
28	122°37'45"	20.34	SSM 180140
29	61°02'10"	25.115	SSM 181234
30	61°02'10"	25.115	SSM 181234
31	271°59'55"	3.76	SSM 181233
32	346°21"	3.76	DH&W



- (A) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 117575)
- (B) RESTRICTION ON THE USE OF LAND No. 2 DP 1155447
- (C) RESTRICTION ON THE USE OF LAND No. 1 DP 1155447
- (D) EASEMENT FOR PADMOUNT SUBSTATION 2.85 WIDE (DP 1155447)

Surveyor: <b>PAUL ANTHONY HOWMANN</b> Date of Survey: 12.05.2014 Surveyor's Ref: D646-DP34 (D646-DP34-0019.dwg)	<b>PLAN OF SUBDIVISION OF LOT 1 IN DP 1179683</b>
L.G.A.: <b>PENRITH</b> Locality: <b>JORDAN SPRINGS</b> Subdivision No: <b>01715</b> Legible scale in metres: <b>1:1000</b>	Registered: <b>4.5.2015</b>
<b>DP1195110</b>	



PLAN FORM 6 (2012)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>Registered:  4.5.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: center;">Office Use Only</p> <div style="text-align: center;">   <b>DP1195110 S</b> </div> <p style="text-align: right;">Use Only</p>	
<p><b>PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1179653</b></p>	<p>LGA: PENRITH</p> <p>Locality: JORDAN SPRINGS</p> <p>Parish: LONDONDERRY</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p><del>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.</del></p> <p><del>Signature: .....</del></p> <p><del>Date: .....</del></p> <p><del>File Number: .....</del></p> <p><del>Office: .....</del></p>	<p style="text-align: center;">Survey Certificate</p> <p>I, PAUL ANTHONY HOMANN of RPS AAP P/L DX 288 SYDNEY a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*<del>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 12th MAY 2014 .....</del></p> <p>*<del>(b) The part of the land shown in the plan (<del>*being/*excluding</del> ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*<del>(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del></p> <p>Signature: <u>Paul Homann</u> Dated: <u>12-5-2014</u></p> <p>Surveyor ID: <u>1314</u></p> <p>Datum Line: "X"-"Y" .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate <span style="float: right;">SC 15/2017</span></p> <p>I, <u>Peter Wood</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>PENRITH CITY COUNCIL</u></p> <p>Date of endorsement: <u>9/3/15</u></p> <p>Subdivision Certificate number: <u>017/15</u></p> <p>File number: <u>DA 13/14 12</u></p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/<del>compilation</del>:</p> <p>DP 1155647</p> <p>DP 1168989</p> <p>DP 1179653</p> <p>DP 1171575</p> <p>DP 1179646</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Surveyor's Reference: D646-DP34</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  4.5.2015</p> <p>PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1179653</p> <p>Subdivision Certificate number: .....017/15.....</p> <p>Date of Endorsement: .....9/3/15.....</p>	<p>Office Use Only</p> <p style="font-size: 24pt; font-weight: bold;">DP1195110</p> <p>This sheet is for the provision of the following information as required:</p> <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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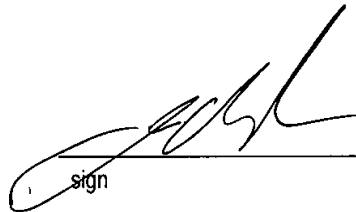
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT

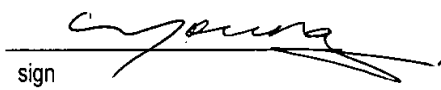
'Street addresses of all lots are not available'

Signed by St Marys  
Land Limited ABN  
32 088 278 602



  
\_\_\_\_\_

**Director**  
office (director or ~~secretary~~)  
**JOHN DAVID CLARK**  
full name

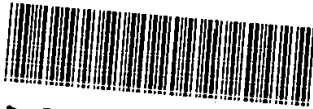
  
\_\_\_\_\_

**Secretary**  
office (~~director~~ or secretary)  
**Nancy Hing Kuan Young**  
full name

Surveyor's Reference: D646-DP34

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

(Sheet 1 of 5 sheets)



**DP1195110 B**

Plan of Subdivision of Lot 1 in DP1179653 covered by Subdivision Certificate

No .....017.....of.....2015.....

Full name and address of the owner of the land:

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

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the Use of Land	14 to 17 inclusive	Every other lot
2.	Positive Covenant	14 to 17 inclusive	Penrith City Council

**PART 2 (Terms)**

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

- (a) No building shall be constructed on the Burdened Lot, and the Owner shall not make application to Council for a development consent to approve a building to be constructed on the Burdened Lot, unless the building and ancillary landscaping and fencing complies with the Jordan Springs Design Guidelines which St Marys Land Limited (SML) requires to apply to the Land from time to time.
- (b) The owner must not do any of the following unless and until the Owner obtains the prior written approval of SML:
  - (i) Erect any building or structure

Authorised Officer  
 Penrith City Council

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

(Sheet 2 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No ..... 017 ..... of ..... 2015 .....

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

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

- (a) do not comply with the Jordan Springs Design Guidelines
  - (b) do not conform with the general standards of design and planning of the Development, or
  - (c) are undesirable by reason of the effect they would have upon the Development, appearance, health or amenity of the Development or any part of it.
- (c) (i) The Owner (other than whilst SML shall be the owner) shall not lease or transfer the Burdened Lot before 31 December 2025 unless a dwelling approved by SML in accordance with paragraph 1(a) has been completed upon the Burdened Lot, and
- (ii) Paragraph 1(c)(i) shall not apply in the case of a transfer of the Burdened Lot from the executor of the will or the administrator of the estate of the Owner to a person entitled to the Burdened Lot under the will or upon the intestacy of the Owner,

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

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council



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

(Sheet 3 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653 covered by Subdivision Certificate

No .....017.....of.....2015.....

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

**2. TERMS OF POSITIVE COVENANT NUMBERED TWO IN THE PLAN**

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

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

St Marys Land Limited

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY POSITIVE COVENANT NUMBERED TWO IN THE PLAN**

Penrith City Council

**DEFINITIONS & INTERPRETATION**

1. In this instrument:
- (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa, and
  - (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.
2. In this instrument, the following words shall have the meanings given:
- "Benefited Lot"** means any lot which has the benefit of an easement or restriction on the use of land created by the Plan.
- "Burdened Lot"** means any lot burdened by a restriction on the use of land, positive covenant or an easement created by the Plan and includes:
- (i) each and every part of a Burdened Lot, and

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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

(Sheet 4 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No 017 of 2015

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

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

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

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

**"Sunset Date"** means the first to occur of:

- (i) 31 December 2025, and
- (ii) two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by SML to be erected within the Development upon the last remaining lot in the Development such that there are then no further vacant lots in the Development (excluding any lot upon which no dwelling is permitted to be erected).

**"Council"** means Penrith City Council.



Authorised Officer  
Penrith City Council

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

(Sheet 5 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No 017 of 2015

Signed by **St Marys  
Land Limited** ABN  
32 088 278 602

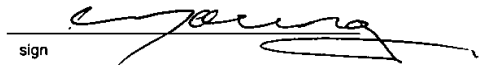


  
\_\_\_\_\_

**Director**

office (director or secretary)

BEN DAVID CLARK  
full name

  
\_\_\_\_\_

**Secretary**

office (director or secretary)

Nancy Hing Kuan Young  
full name

REGISTERED



4.5.2015

D646-lake lots

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

Form: 13RPA  
 Release: 3-1

**RESTRICTION ON THE  
 USE OF LAND BY A  
 PRESCRIBED AUTHORITY**  
 New South Wales



**AQ358772S**

Section 88E(3) Conveyancing Act 1919

**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.**

(A) **TORRENS TITLE** 15/1195110

(B) **LOGGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any LODGING PARTY: SDG LAND DEVELOPMENT SOLUTIONS PHONE:02 9630 7955, CUSTOMER NUMBER: 131581 <i>R</i> EMAIL: BJ@SDG.NET.AU Reference: <span style="border: 1px solid black; padding: 0 5px;">7666</span>	<b>CODE</b>  <b>RV</b>
-------------------------------------	--	------------------------------

(C) **REGISTERED PROPRIETOR** Of the above land  
 BLUE SOX DEVELOPMENTS PTY LTD (ACN 142 861 149)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AQ69476	A. J BUSH & SONS (RETAIL) PTY LTD (ACN 000 320 392)

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
  
 PENRITH CITY COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure  'A'  hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
 DATE  20 August 2020

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Abby Younan*  
 Name of witness: **Abby Younan**  
 Address of witness: **C/- 601 High Street Penrith**

Signature of authorised officer: *Gavin Cherry*  
 Name of authorised officer: **Gavin Cherry**  
 Position of authorised officer: **Development Assessment Coordinator**

**Electronic signatures affixed by officers, or at their direction, on Thursday, 20 August 2020**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: **SEE ANNEXURE**  
 Authority:

Signature of authorised person:  
 Name of authorised person:  
 Office held:

Signature of authorised person:  
 Name of authorised person:  
 Office held: - - - -

(H) The mortgagee under mortgage No. AQ69476 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

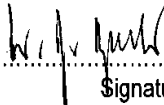
Signature of witness: **SEE ANNEXURE**  
 Name of witness:  
 Address of witness:

Signature of mortgagee:

ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND  
Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

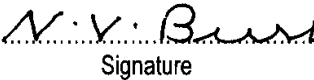
CONSENT OF MORTGAGEE – AQ69476

EXECUTED by )  
A.J Bush & Sons (Retail) Pty Ltd )  
ACN 000 320 392 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Signature

Alfred John Bush  
.....  
Name

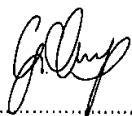
Director  
.....  
Authority

  
.....  
Signature

Norman Verne Bush  
.....  
Name

Director  
.....  
Authority

APPROVED PENRITH CITY COUNCIL

  
.....  
Authorised Delegate

Page 2 of 4

Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020

ANNEXURE 'A' - Continued  
RESTRICTION ON THE USE OF LAND  
Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

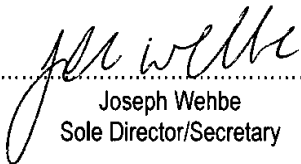
**Terms of restriction on use of land**

The registered proprietor of the burdened lot shall not:

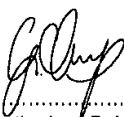
- (a) Erect, construct or place any building or other structure,
  
- (b) Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structure associated with the water sensitive urban design measures, Within the land so burdened without the prior written consent of Penrith City Council.

Name of Authority having the power to release, vary or modify the restriction is Penrith City Council

EXECUTED by )  
Blue Sox Developments Pty Ltd )  
ACN 142 861 149 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Joseph Wehbe  
Sole Director/Secretary

APPROVED PENRITH CITY COUNCIL

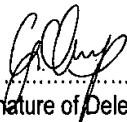
  
.....  
Authorised Delegate

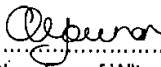
Page 3 of 4

ANNEXURE 'A' - Continued  
RESTRICTION ON THE USE OF LAND  
Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

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

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

  
.....  
Signature of Delegate

  
.....  
Signature of Witness

Gavin Cherry

Abby Younan

.....  
Name of Delegate

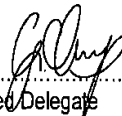
.....  
Name of Witness

Development Assessment Coordinator  
.....  
Position of Delegate

C/- 601 High Street Penrith  
.....  
Address of Witness

Electronic signatures affixed by officers, or at their direction, on Thursday, 20 August 2020

APPROVED CITY OF PENRITH COUNCIL

  
.....  
Authorised Delegate

Page 4 of 4

Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020

Form: 13RPA  
 Release: 3-1

**RESTRICTION ON THE  
 USE OF LAND BY A  
 PRESCRIBED AUTHORITY**



**AQ358774N**

New South Wales  
 Section 88E(3) Conveyancing Act 1919

**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.**

(A) **TORRENS TITLE** 15/1195110

(B) **LODGED BY**

Document Collection Box <i>1W</i>	Name, Address or DX, Telephone, and Customer Account Number if any LODGING PARTY: SDG LAND DEVELOPMENT SOLUTIONS PHONE: 02 9630 7955, CUSTOMER NUMBER: 131581R EMAIL: BJ@SDG.NET.AU Reference: 7666	<b>CODE</b>  <b>RV</b>
--------------------------------------	---	------------------------------

(C) **REGISTERED PROPRIETOR** Of the above land  
BLUE SOX DEVELOPMENTS PTY LTD (ACN 142 861 149)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AQ69476	A.J BUSH & SONS (RETAIL) PTY LTD (ACN 000 320 392)

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
  
PENRITH CITY COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure   'A   hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
**DATE** 20 August 2020

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: <i>Abby Younan</i>	Signature of authorised officer: <i>Gavin Cherry</i>
Name of witness: <b>Abby Younan</b>	Name of authorised officer: <b>Gavin Cherry</b>
Address of witness: <b>C/- 601 High Street Penrith</b>	Position of authorised officer: <b>Development Assessment Coordinator</b>

**Electronic signatures affixed by officers, or at their direction, on Thursday, 20 August 2020**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
 Company: **SEE ANNEXURE**  
 Authority:

Signature of authorised person:	Signature of authorised person:
Name of authorised person:	Name of authorised person:
Office held:	Office held:

(H) The mortgagee under mortgage No. AQ69476 agrees to be bound by this restriction.  
 I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

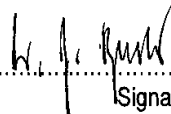
Signature of witness: <b>SEE ANNEXURE</b>	Signature of mortgagee:
Name of witness:	
Address of witness:	



ANNEXURE 'A'  
RESTRICTION ON THE USE OF LAND  
Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110


CONSENT OF MORTGAGEE – AQ69476

EXECUTED by )  
A.J Bush & Sons (Retail) Pty Ltd )  
ACN 000 320 392 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Signature

Alfred John Bush  
.....  
Name

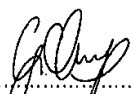
Director  
.....  
Authority

  
.....  
Signature

Norman Vesne Bush  
.....  
Name

Director  
.....  
Authority

APPROVED PENRITH CITY COUNCIL

  
.....  
Authorised Delegate

Page 2 of 4

ANNEXURE 'A' - Continued  
RESTRICTION ON THE USE OF LAND  
Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110


**Terms of restriction on use of land**

The registered proprietor of the burdened lot shall not:

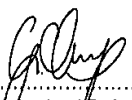
- (a) Erect, construct or place any building or structure,
- (b) Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure associated with the on-site detention system, within the land so burdened without the prior written consent of Penrith City Council.

Name of Authority having the power to release, vary or modify the restriction is Penrith City Council

EXECUTED by )  
Blue Sox Developments Pty Ltd )  
ACN 142 861 149 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Joseph Wehbe  
Sole Director/Secretary


APPROVED PENRITH CITY COUNCIL

  
.....  
Authorised Delegate

Page 3 of 4

ANNEXURE 'A' - Continued  
RESTRICTION ON THE USE OF LAND  
Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

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

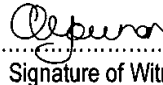


.....  
Signature of Delegate

Gavin Cherry

.....  
Name of Delegate

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



.....  
Signature of Witness

Abby Younan

.....  
Name of Witness

Development Assessment Coordinator

.....  
Position of Delegate

C/- 601 High Street Penrith

.....  
Address of Witness

Electronic signatures affixed by officers, or at their direction, on Thursday, 20 August 2020

APPROVED CITY OF PENRITH COUNCIL



.....  
Authorised Delegate

Page 4 of 4

Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020

Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales



Section 88E(3) Conveyancing Act 1919

**AQ358771U**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to publish information in the Register for the establishment and maintenance of the Real Property Act Register. Section 31B of the RP Act provides that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 15/1195110

(B) **LODGED BY**

Document Collection Box <i>WV</i>	Name, Address or DX, Telephone, and Customer Account Number if any		CODE  <b>PC</b>
	LODGING PARTY: SDG LAND DEVELOPMENT SOLUTIONS PHONE:02 9630 7955, CUSTOMER NUMBER: 131581 <i>L</i> EMAIL: BJ@SDG.NET.AU Reference: 7666		

(C) **REGISTERED PROPRIETOR**  
 Of the above land  
 BLUE SOX DEVELOPMENTS PTY LTD (ACN 142 861 149)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AQ69476	A. J BUSH & SONS (RETAIL) PTY LTD (ACN 000 320 392)

(E) **PRESCRIBED AUTHORITY**  
 Within the meaning of section 88E(1) of the Conveyancing Act 1919  
 PENRITH CITY COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
 DATE 20 August 2020

(G) **Execution by the prescribed authority**  
 I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Abby Younan* Signature of authorised officer: *Gavin Cherry*  
 Name of witness: **Abby Younan** Name of authorised officer: **Gavin Cherry**  
 Address of witness: **C/- 601 High Street Penrith** Position of authorised officer: **Development Assessment Coordinator**

(G) **Execution by the registered proprietor** Electronic signatures affixed by officers, or at their direction, on Thursday, 20 August 2020

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
 Company: **SEE ANNEXURE**  
 Authority:

Signature of authorised person: \_\_\_\_\_ Signature of authorised person: \_\_\_\_\_  
 Name of authorised person: \_\_\_\_\_ Name of authorised person: \_\_\_\_\_  
 Office held: \_\_\_\_\_ Office held: \_\_\_\_\_

(H) **Consent of the mortgagee**  
 The mortgagee \_\_\_\_\_ under mortgage No. AQ69476, agrees to be bound by this positive covenant. I certify that the above mortgagee \_\_\_\_\_ who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: **SEE ANNEXURE** Signature of mortgagee: \_\_\_\_\_  
 Name of witness: \_\_\_\_\_  
 Address of witness: \_\_\_\_\_

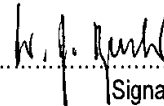
ANNEXURE 'A'

POSITIVE COVENANT

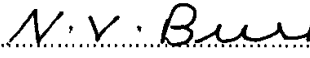
Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

CONSENT OF MORTGAGEE – AQ69476

EXECUTED by )  
A.J Bush & Sons (Retail) Pty Ltd )  
ACN 000 320 392 )  
in accordance with s127 of )  
the Corporations Act 2001 )


  
.....  
Signature  
Alfred John Bush  
.....  
Name

Director  
.....  
Authority

  
.....  
Signature  
Norman Veme Bush  
.....  
Name

Director  
.....  
Authority

APPROVED PENRITH CITY COUNCIL

  
.....  
Authorised Delegate

Page 2 of 4

Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020

ANNEXURE 'A' - Continued

POSITIVE COVENANT

Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

**Terms of positive covenant**

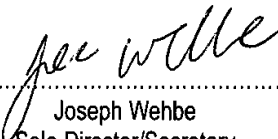
(1) The registered proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structures of and incidental to the on-site detention system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.

(2) Where the registered proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.

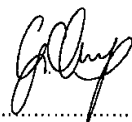
(3) Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA 16/0054 ).

Name of Authority having the power to release, vary or modify the positive covenant is Penrith City Council.

EXECUTED by )  
Blue Sox Developments Pty Ltd )  
ACN 142 861 149 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Joseph Wehbe  
Sole Director/Secretary

APPROVED PENRITH CITY COUNCIL

  
.....  
Authorised Delegate

Page 3 of 4

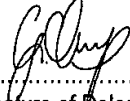
Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020

ANNEXURE 'A' - Continued  
POSITIVE COVENANT

Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

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

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

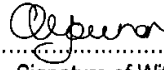


.....  
Signature of Delegate

Electronic signatures affixed by officers, or at their direction, on Thursday, 20 August 2020

.....  
Gavin Cherry

.....  
Name of Delegate



.....  
Signature of Witness

.....  
Abby Younan

.....  
Name of Witness

.....  
Development Assessment Coordinator

.....  
Position of Delegate

.....  
C/- 601 High Street Penrith

.....  
Address of Witness

APPROVED PENRITH CITY COUNCIL



.....  
Authorised Delegate

Page 4 of 4

Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020



AQ358771U-L01

Our Ref: DA16/0054  
Contact: Abby Younan  
Telephone: (02) 4732 7991

20 August 2020

Joe Palos  
PO Box 495  
PARRAMATTA NSW 2124

Dear Sir/Madam

**Re: Land Title Dealings for the Restriction on the Use of the Land and Positive Covenant Creation for 1 Salmon Close Cranebrook**

I refer to a recent request for the endorsement of Land Title Dealing Forms for the Restriction on the Use of the Land and Positive Covenant for the above property.

Please find enclosed copies of digitally endorsed documentation by Council's authorised officer under Section 377 of the Local Government Act, 1993.

The document that have been digitally endorsed for submission to Land Registry Services are as follows

- Form 13PC- Positive Covenant for Water Sensitive Urban Design and On-Site Detention with Annexure A (4 pages).
- Form 13RPA- Restriction on the Use of the Land by a Prescribed Authority for Water Sensitive Urban Design and On-Site Detention with Annexure A (4 pages).

Please provide this covering letter with document references to NSW Land Registry Services as confirmation from Council as to the authenticity of the digital endorsements.

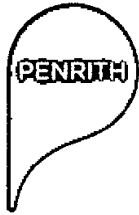
Should you require any further information please contact Abby Younan, Planning Administration Officer on the above telephone number.

Yours faithfully

A handwritten signature in black ink, appearing to read "G. Cherry".

Gavin Cherry  
**Development Assessment Coordinator**





**AQ358772S-L01**

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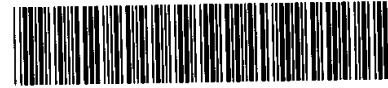
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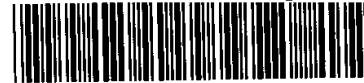
Yours faithfully

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Gavin Cherry  
**Development Assessment Coordinator**

Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales  
 Section 88E(3) Conveyancing Act 191



**AQ358773Q**

**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to collect, store and use personal information for the purposes of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.**

(A) TORRENS TITLE	15/1195110		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	
	W	LODGING PARTY: SDG LAND DEVELOPMENT SOLUTIONS PHONE: 02 9630 7955, CUSTOMER NUMBER: 131581 R EMAIL: BJ@SDG.NET.AU Reference: 7666	
			CODE <b>PC</b>
(C) REGISTERED PROPRIETOR	Of the above land BLUE SOX DEVELOPMENTS PTY LTD (ACN 142 861 149)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AQ69476	A. J BUSH & SONS (RETAIL) PTY LTD (ACN 000 320 392)
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 PENRITH CITY COUNCIL		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
 DATE 20 August 2020

(G) Execution by the prescribed authority

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Abby Younan  
 Name of witness: Abby Younan  
 Address of witness: C/- 601 High Street Penrith

Signature of authorised officer: Gavin Cherry  
 Name of authorised officer: Gavin Cherry  
 Position of authorised officer: Development Assessment Coordinator

Electronic signatures affixed by officers, or at their direction, on Thursday, 20 August 2020

(G) Execution by the registered proprietor

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: SEE ANNEXURE  
 Authority: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Name of authorised person:  
 Office held:

Name of authorised person:  
 Office held:

(H) Consent of the mortgagee

The mortgagee under mortgage No. AQ69476, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: SEE ANNEXURE

Signature of mortgagee: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

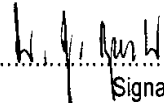
ANNEXURE 'A'

POSITIVE COVENANT

Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

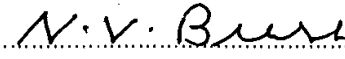
CONSENT OF MORTGAGEE - AQ69476

EXECUTED by )  
A.J Bush & Sons (Retail) Pty Ltd )  
ACN 000 320 392 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Signature

Alfred John Bush  
.....  
Name


Director  
.....  
Authority

  
.....  
Signature

Norman Verne Bush  
.....  
Name

Director  
.....  
Authority

APPROVED PENRITH CITY COUNCIL

  
.....  
Authorised Delegate

Page 2 of 4

Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020

ANNEXURE 'A' - Continued

POSITIVE COVENANT

Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

**Terms of positive covenant**

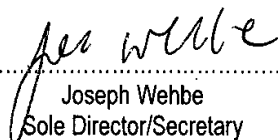
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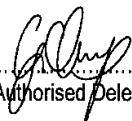
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Name of Authority having the power to release, vary or modify the positive covenant is Penrith City Council.

EXECUTED by )  
Blue Sox Developments Pty Ltd )  
ACN 142 861 149 )  
in accordance with s127 of )  
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Joseph Wehbe  
Sole Director/Secretary

APPROVED PENRITH CITY COUNCIL

  
.....  
Authorised Delegate

Page 3 of 4

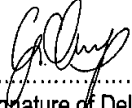
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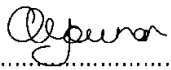
ANNEXURE 'A' - Continued  
POSITIVE COVENANT

Property Address: 1 Carribean Promenade, Jordan Springs NSW  
Lot No. 15; DP 1195110

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

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

  
.....  
Signature of Delegate

  
.....  
Signature of Witness

**Gavin Cherry**  
.....  
Name of Delegate

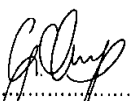
**Abby Younan**  
.....  
Name of Witness

**Development Assessment Coordinator**  
.....  
Position of Delegate

**C/- 601 High Street Penrith**  
.....  
Address of Witness

Electronic signatures affixed by officers, or at their direction, on Tuesday 20th August 2020

APPROVED PENRITH CITY COUNCIL

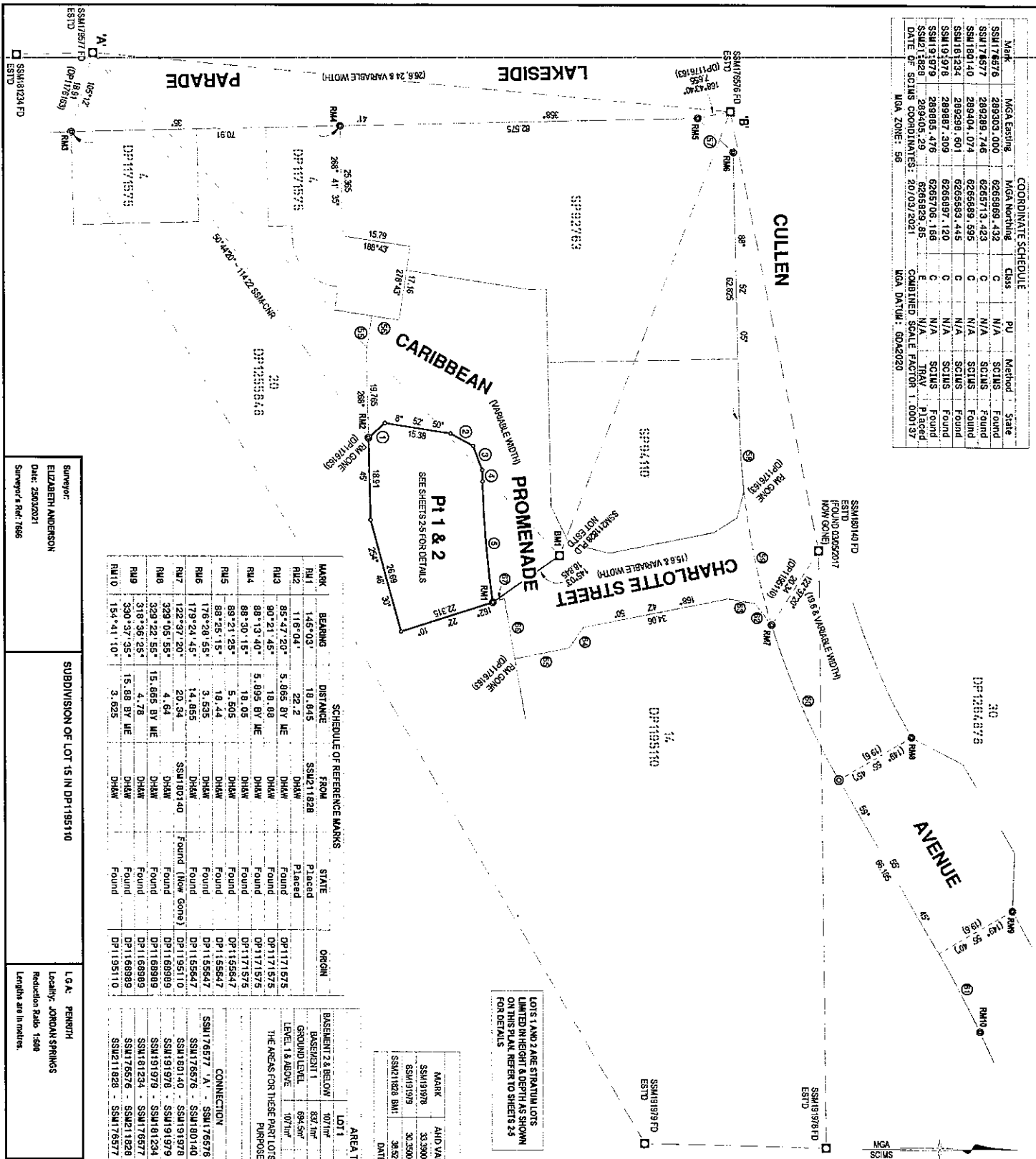
  
.....  
Authorised Delegate

Page 4 of 4

Electronic signature affixed by me, or at my direction, on Thursday, 20 August 2020

Mark	MGA Easting	MGA Northing	Class	PU	Method	State
SSM178176	2893203.000	6265989.432	C	N/A	SCIS	Found
SSM178577	2893289.748	6265713.423	C	N/A	SCIS	Found
SSM180140	289404.074	6265689.595	C	N/A	SCIS	Found
SSM181234	289239.601	6265593.445	C	N/A	SCIS	Found
SSM191978	289887.309	6266097.120	C	N/A	SCIS	Found
SSM191979	289885.476	6265706.156	C	N/A	SCIS	Found
SSM21828	289405.29	6265828.95	E	N/A	TRV	Placed

DATE OF SCIS COORDINATES: 20/03/2021  
 COMBINED SCALE FACTOR: 1.000137  
 MGA DATUM: GDA2020  
 MGA ZONE: 58



MARK	BEARING	DISTANCE	FROM	STATE	ORIGIN
RM1	145°03'	18.045	SSM211828	Placed	DP1171575
RM2	116°04'	22.2	DHW	Found	DP1171575
RM3	85°47'20"	5.865 BY NE	DHW	Found	DP1171575
RM4	88°13'40"	5.805 BY NE	DHW	Found	DP1171575
RM5	89°21'25"	5.505	DHW	Found	DP1171575
RM6	88°26'15"	18.44	DHW	Found	DP1155647
RM7	179°24'45"	3.535	DHW	Found	DP1155647
RM8	122°37'20"	20.54	SSM180140	Found (New Corner)	DP1168989
RM9	318°36'25"	4.78	DHW	Found	DP1168989
RM10	154°41'10"	3.625	DHW	Found	DP1195110

No.	BEARING	DISTANCE	ARC	RADIUS	NOTE
1	318°48'55"	5.135			
2	281°52'45"	5.95			
3	68°52'40"	5.95			
4	88°52'35"	2.625			
5	85°28'10"	27.945	27.905	232.8	
55	278°43'	6.41			
56	6°43'	6.485			
57	43°46'35"	11.295			
58	68°16'40"	15.345	15.335	169.8	
59	78°23'	31.39	31.435	169.8	
60	66°30'20"	38.88	38.985	169.8	
61	62°21'10"	20.365	20.37	240.7	
62	231°56'35"	6.27			
63	189°45'25"	6.26			
64	123°55'30"	6.68			
65	168°36'30"	12.8			
66	280°21'40"	14.07	14.075	230	
67	162°22'10"	2.945			

LOTS 1 AND 2 ARE STRATUM LOTS LIMITED IN HEIGHT & DEPTH AS SHOWN ON THIS PLAN. REFER TO SHEETS 25 FOR DETAILS

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM191978	SSM191979	-3.042	TRIG HEIGHTING
SSM191979	SSM211828 B.M.	48.170	TRIG HEIGHTING
SSM211828 B.M.	SSM191978	5.128	TRIG HEIGHTING

HEIGHT DATUM: AHD01

MARK	AHD VALUE	CLASS	LU	HEIGHT DATUM VALIDATION	STATE
SSM191978	33.39000	LD	N/A	SCIS ADOPTED	FOUND
SSM191979	30.55000	LD	N/A	SCIS VALIDATION	FOUND
SSM211828 B.M.	38.42	D	N/A	HEIGHT DATUM AHD01	PLACED

DATE OF SCIS AHD VALUES: 20/03/2021

AREA TABLE	LOT 1	LOT 2	TOTAL	TOTAL FOOTPRINT AREAS
BASEMENT 2 & BELOW	107m²	N/A	107m²	107m²
BASEMENT 1	87m²	233m²	107m²	546m²
GROUND LEVEL	694.5m²	316.5m²	107m²	
LEVEL 1 & ABOVE	107m²	N/A	107m²	

THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY

CONNECTION	PM CONNECTIONS	MGA GROUND SURVEY
SSM178577 - A - SSM176576 - B	4°51'22" - 156.555	4°9'122" - 156.55
SSM180140 - SSM191978	78°42'39" - 103.04	78°43'08" - 103.052
SSM191978 - SSM191979	89°06'42" - 483.208	89°06'28" - 483.228
SSM191979 - SSM181234	180°32'51" - 180.937	180°33'00" - 180.937
SSM181234 - SSM178577	288°11'14" - 599.467	288°11'21" - 599.487
SSM178576 - SSM211828	356°06'13" - 130.283	356°06'09" - 130.281
SSM211828 - SSM176577	111°08'59" - 109.675	111°08'59" - 109.675
	224°46'58" - 164.024	

Surveyor: ELIZABETH ANDERSON  
 Date: 23/03/2021  
 Surveyor's Ref: 1666

SUBDIVISION OF LOT 15 IN DP1195110

L.G.A. PENRITH  
 Location: JORDAN SPRINGS  
 Reduction Ratio: 1:500  
 Lengths are in metres.

REGISTERED 15/09/2021

**DP1272750**



**SCHEDULE OF STRATUM LIMITS**

PART LOT 1 IS UNLIMITED IN DEPTH

PART LOT 1 IS LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON BASEMENT 1 (SHEET 2)

**SCHEDULE OF ARCS AND SHORT LINES**

No.	BEARING	DISTANCE	ARC	RADIUS
1	318°48'55"	5.195		
2	287°52'45"	5.95		
3	88°52'40"	5.95		
4	88°52'35"	2.028		
5	85°28'10"	27.945	27.985	232.8

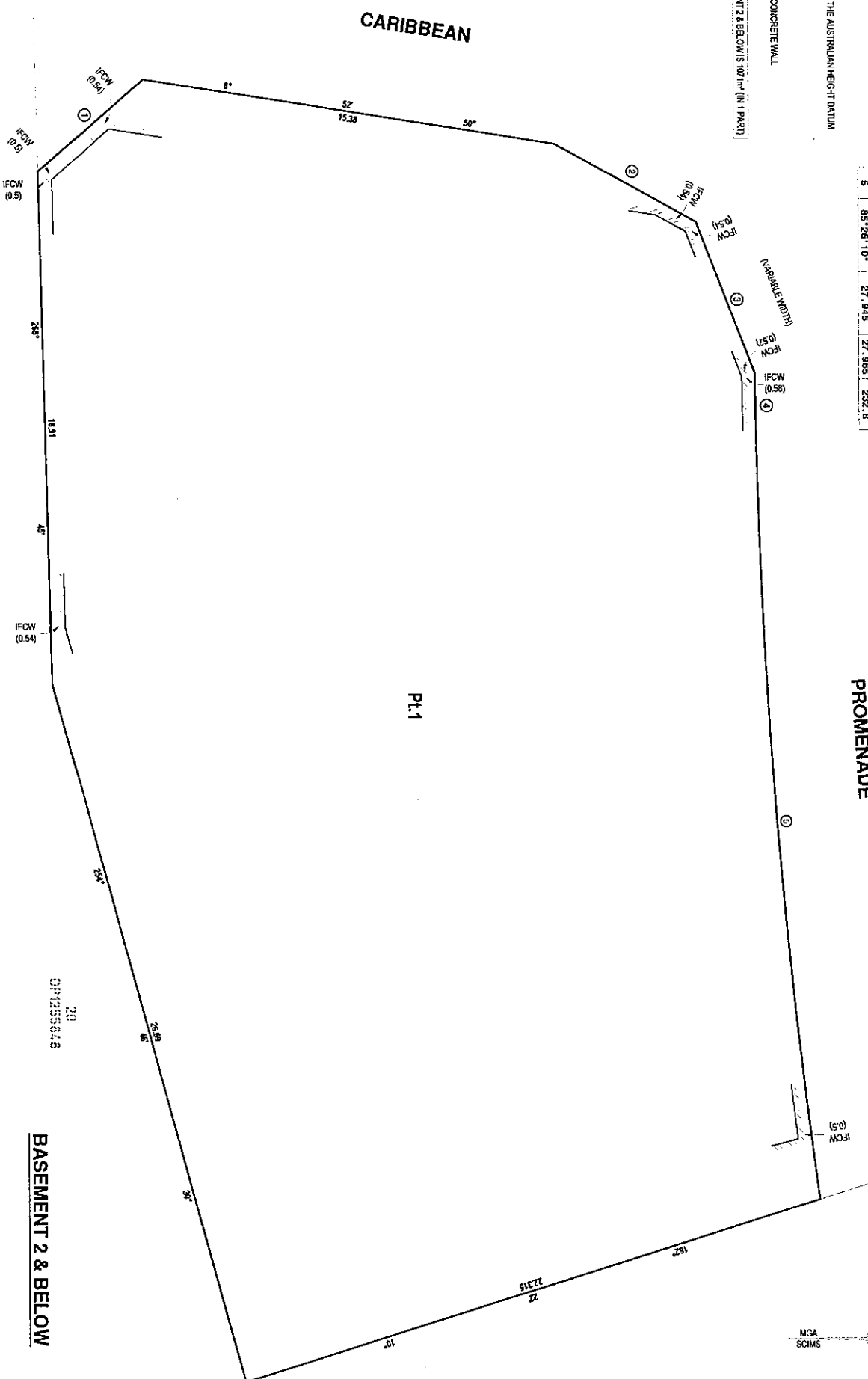
**NOTES**

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM

**LEGEND**

IFCW Besides INSIDE FACE OF CONCRETE WALL

THE AREA OF LOT 1 AT BASEMENT 2 & BELOW IS 727m<sup>2</sup> (IN 1 PART)



HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor: <b>ELIZABETH ANDERSON</b> Date: 28/03/2021 Surveyor's Ref: 7665	SUBDIVISION OF LOT 15 IN DP1195110	L.G.A. PENRTH Locality: JORDAN SPRINGS Reduction Ratio: 1:100 Lengths are in meters.	REGISTERED 15/09/2021	DP1272750
--	------------------------------------	---	--------------------------	-----------

**BASEMENT 2 & BELOW**

**SCHEDULE OF STAIRWAY LIMITS**

Stairway No.	DEPTH LIMITATION	HEIGHT LIMITATION
1	LOT STRAIGHT	2.5 ABOVE
2	LOT STRAIGHT	2.4 ABOVE
3	LOT STRAIGHT	2.4 ABOVE
4	LOT STRAIGHT	2.4 ABOVE

LOWER AND/OR UPPER STAIRWAY LIMITS OF THE RESPECTIVE PART LOT AT THIS LEVEL.

**SCHEDULE OF ARCS**

No.	BEARING	DISTANCE	ARC	RADIUS
1	88° 26' 15"	3.575	3.575	232.8
2	88° 26' 15"	10.2	10.2	232.8
3	88° 26' 15"	4.805	4.805	232.8
4	88° 26' 15"	9.385	9.385	232.8
5	83° 09'	2.36	2.36	12.22
6	185° 40' 40"	1.555	1.555	12.22
7	195° 51' 45"	1.555	1.555	12.22
8	70° 25'	2.68	2.68	0.96

**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	344° 51'	0.225	20	164° 51'	0.09
2	84° 47'	0.96	21	164° 51'	1.15
3	344° 51'	2.74	22	74° 51'	3.76
4	344° 51'	2.39	23	344° 51'	1.15
5	344° 51'	2.74	24	344° 51'	0.09
6	344° 51'	0.78	25	254° 51'	3.76
7	74° 51'	1.21	26	74° 51'	1.1

- EASEMENTS TO BE CREATED:**
- (A) RIGHT OF CARBONSTEEL VARIABLE WIDTH LIMITED IN STRAIGHT
  - (B) RIGHT OF PEDESTRIAN ACCESS VARIABLE WIDTH LIMITED IN STRAIGHT
  - (C) EASEMENT FOR LIGHT USE VARIABLE WIDTH LIMITED IN STRAIGHT
  - (D) EASEMENT FOR CAR PARKING VARIABLE WIDTH LIMITED IN STRAIGHT

**SCHEDULE OF EASEMENT LIMITS**

#	DEPTH LIMITATION	HEIGHT LIMITATION
1	LOT STRAIGHT	2.5 ABOVE
2	LOT STRAIGHT	2.4 ABOVE
3	LOT STRAIGHT	2.4 ABOVE
4	LOT STRAIGHT	2.4 ABOVE

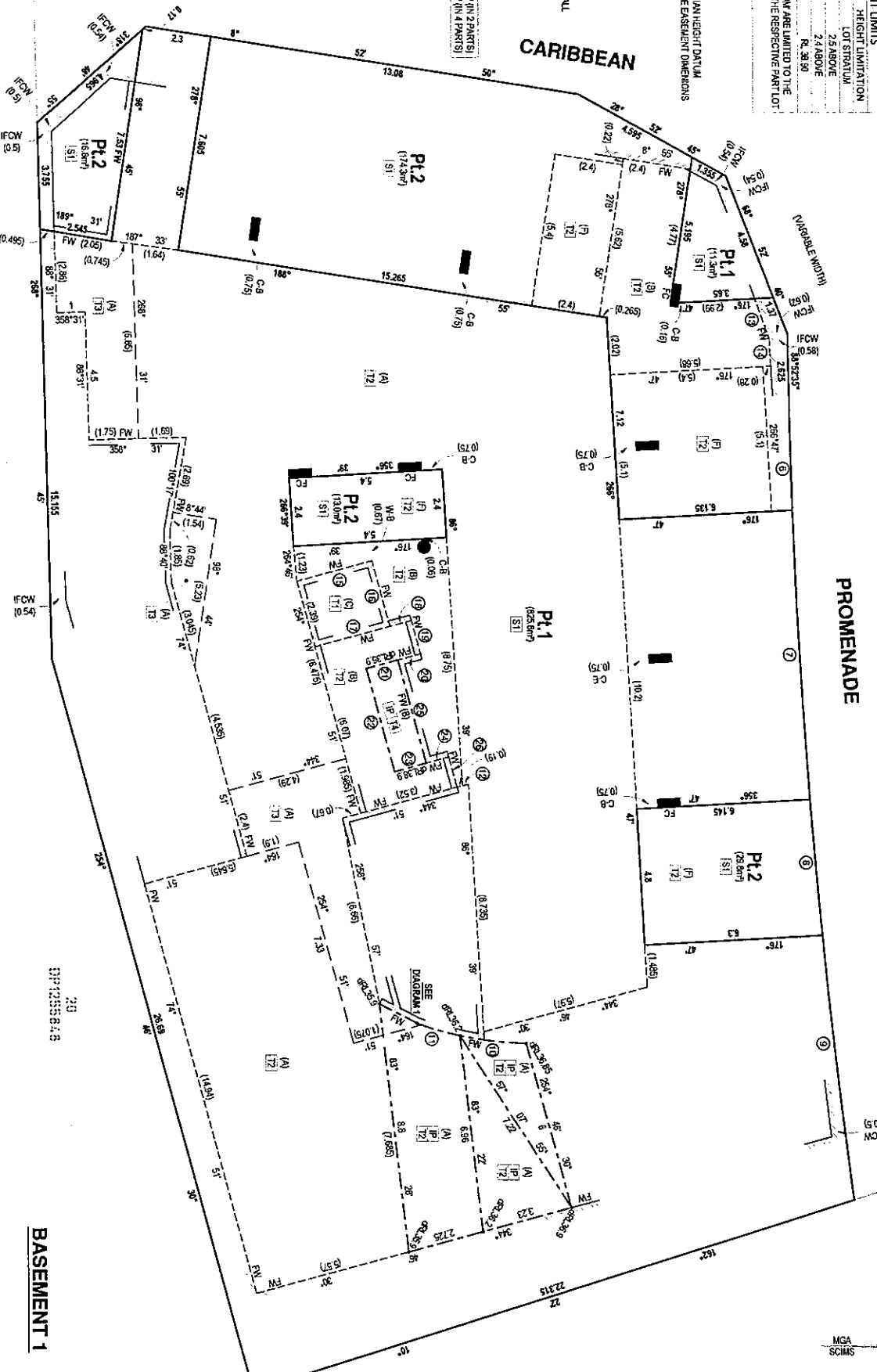
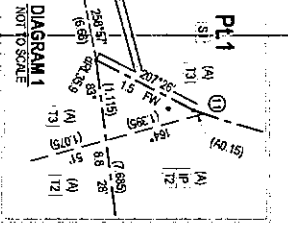
LOWER AND/OR UPPER STAIRWAY LIMITS OF THE RESPECTIVE PART LOT AT THIS LEVEL.

**NOTES**

- ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM
- DIMENSIONS SHOWN (BRACKETED) INDICATE EASEMENT DIMENSIONS

- LEGEND**
- d provides DEPTH RL OF STAIRWAY LIMIT
  - C-B provides COLUMN TO BOUNDARY
  - C-E provides COLUMN TO EASEMENT
  - FC provides FACE OF COLUMN
  - FW provides FACE OF WALL
  - FW-C provides INSIDE FACE OF CONCRETE WALL
  - WB provides WALL TO BOUNDARY

THE AREA OF LOT 1 AT BASEMENT 1 IS 627.1m<sup>2</sup> (IN 2 PARTS).  
THE AREA OF LOT 2 AT BASEMENT 1 IS 233.5m<sup>2</sup> (IN 4 PARTS)



HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL, DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor:  
**ELIZABETH ANDERSON**  
Date: 23/03/2021  
Surveyor's Ref: 1666

SUBDIVISION OF LOT 15 IN DP-1195110

L.G.A. PENRITH  
Locality: JORDAN STRINGS  
Reduction Ratio: 1:100  
Lengths are in meters.



REGISTERED  
15/09/2021  
**DP1272750**

**BASEMENT 1**

**SCHEDULE OF STRATUM LIMITS**

No.	BEARING	DISTANCE	ARC	RADIUS
1	08° 26' 10"	27.945	27.945	232.8
2	110° 20' 25"	1.215	1.245	1.66
3	27° 20' 15"	0.895	0.91	1.5
4	92° 43' 35"	0.38	0.38	1.1
5	250° 54'	1.085	1.105	1.66
6	87° 17' 30"	12.885	12.89	232.8
7	85° 34'	1.13	1.13	232.8
8	84° 45'	5.505	5.505	232.8
9	89° 19' 35"	6.065	6.07	232.8
10	82° 17' 15"	2.375	2.375	232.8
11	268° 46' 25"	8.845	8.845	232.8
12	214° 57' 15"	1.44	1.99	1.035

**SCHEDULE OF EASEMENT LIMITS**

No.	DEPTH LIMITATION	HEIGHT LIMITATION
1	LOT STRATUM	LOT STRATUM
2	LOT STRATUM	2.5 ABOVE
3	LOT STRATUM	4.5 ABOVE
4	LOT STRATUM	3.0 ABOVE
5	LOT STRATUM	INCLINED PLANE
6	LOT STRATUM	INCLINED PLANE
7	LOT STRATUM	INCLINED PLANE
8	LOT STRATUM	INCLINED PLANE
9	LOT STRATUM	INCLINED PLANE
10	LOT STRATUM	INCLINED PLANE
11	LOT STRATUM	INCLINED PLANE
12	LOT STRATUM	INCLINED PLANE
13	LOT STRATUM	INCLINED PLANE
14	LOT STRATUM	INCLINED PLANE
15	LOT STRATUM	INCLINED PLANE
16	LOT STRATUM	INCLINED PLANE
17	LOT STRATUM	INCLINED PLANE
18	LOT STRATUM	INCLINED PLANE
19	LOT STRATUM	INCLINED PLANE
20	LOT STRATUM	INCLINED PLANE
21	LOT STRATUM	INCLINED PLANE
22	LOT STRATUM	INCLINED PLANE
23	LOT STRATUM	INCLINED PLANE
24	LOT STRATUM	INCLINED PLANE
25	LOT STRATUM	INCLINED PLANE
26	LOT STRATUM	INCLINED PLANE
27	LOT STRATUM	INCLINED PLANE
28	LOT STRATUM	INCLINED PLANE
29	LOT STRATUM	INCLINED PLANE
30	LOT STRATUM	INCLINED PLANE

**SCHEDULE OF SHORT LINES**

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	318° 48' 55"	5.135	31	342° 21' 15"	0.39	46	262° 22' 10"	6.055
2	282° 28' 45"	5.95	32	344° 46' 30"	1.26	47	63° 13' 05"	6.125
3	69° 52' 40"	5.95	33	344° 46' 30"	1.4	48	344° 46' 30"	1.21
4	88° 52' 35"	2.825	34	138° 48' 55"	2.925	49	74° 46' 30"	1.11
5	88° 52' 35"	2.825	35	57° 43' 45"	6.275	50	9° 02'	1.68
6	188° 52' 50"	1.42	36	263° 18' 30"	6.065	51	208° 41'	1.35
7	170° 36' 30"	3.005	37	64° 45' 25"	6.095	52	208° 41'	1.35
8	170° 36' 30"	3.005	38	64° 45' 25"	6.095	53	344° 51'	1.15
9	170° 36' 30"	3.005	39	64° 45' 25"	6.095	54	344° 51'	1.15
10	170° 36' 30"	3.005	40	64° 45' 25"	6.095	55	344° 51'	1.15
11	170° 36' 30"	3.005	41	64° 45' 25"	6.095	56	344° 51'	1.15
12	170° 36' 30"	3.005	42	64° 45' 25"	6.095	57	344° 51'	1.15
13	170° 36' 30"	3.005	43	64° 45' 25"	6.095	58	344° 51'	1.15
14	170° 36' 30"	3.005	44	64° 45' 25"	6.095	59	344° 51'	1.15
15	170° 36' 30"	3.005	45	64° 45' 25"	6.095	60	344° 51'	1.15

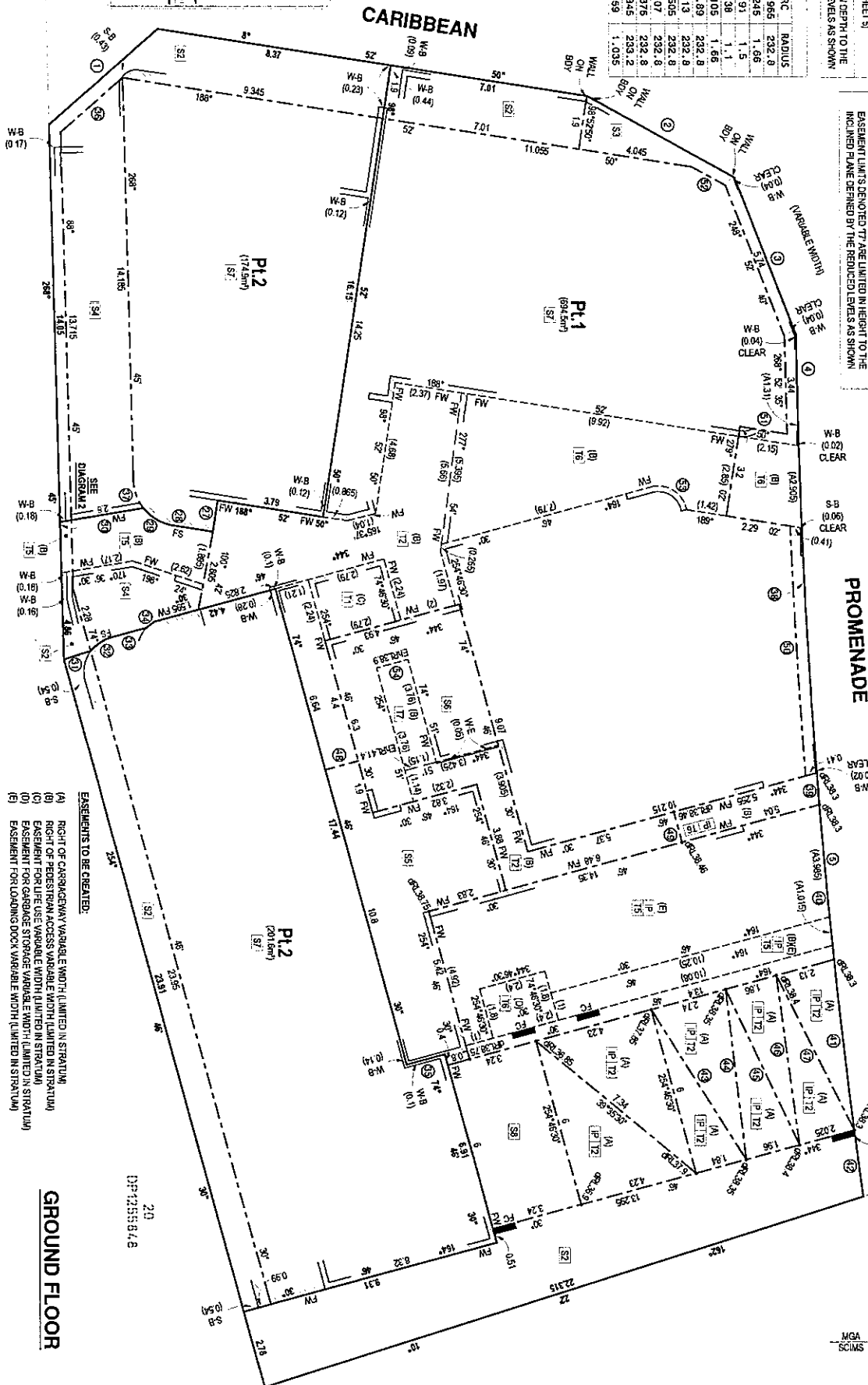
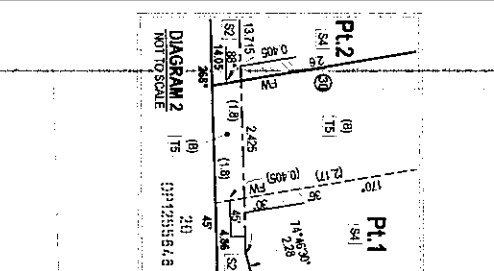
**NOTES**

1. ALL DIMENSIONS ARE RELATED TO THE FASTRACIAN HEIGHT DATUM
2. DIMENSIONS SHOWN (BRACKETED) INDICATE EASEMENT DIMENSIONS

THE AREA OF LOT 1 AT GROUND FLOOR IS 684.5m<sup>2</sup> (IN 1 PART)  
 THE AREA OF LOT 7 AT GROUND FLOOR IS 376.5m<sup>2</sup> (IN 2 PARTS)

**LEGEND**

- d denotes DEPTH RL OF STRATUM LIMIT
- h denotes HEIGHT RL OF EASEMENT
- FC denotes FACE OF COLUMN
- FS denotes FACE OF SLAB
- FW denotes FACE OF WALL
- S.B denotes SLAB TO BOUNDARY
- W.B denotes WALL TO EASEMENT
- WE denotes WALL TO EASEMENT
- periods STRATUM LIMIT
- periods EASEMENT LIMIT
- periods EASEMENT STRATUM LIMIT

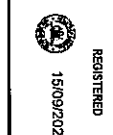


HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN SHALL DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL AND NOT DEFINE A BOUNDARY WHERE THE SAME LIMIT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE REASON FOR THESE PART LOTS IS AS SHOWN FOR INFORMATION PURPOSES ONLY.

**SURVEYOR:**  
 ELIZABETH ANDERSON  
 Date: 25/03/2021  
 Surveyor's Ref: 7555

**SUBDIVISION OF LOT 15 IN DP1195110**

**L.O.A. PENNETH**  
 Locality: JORDAN SPRINGS  
 Production Ref: 1100  
 Lengths are in meters.



**DP1272750**

SCHEDULE OF STRATUM LIMITS	
S#	DEPTH LIMITATION
59	RL 43.90
PART LOT 1 IS UNLIMITED IN HEIGHT	

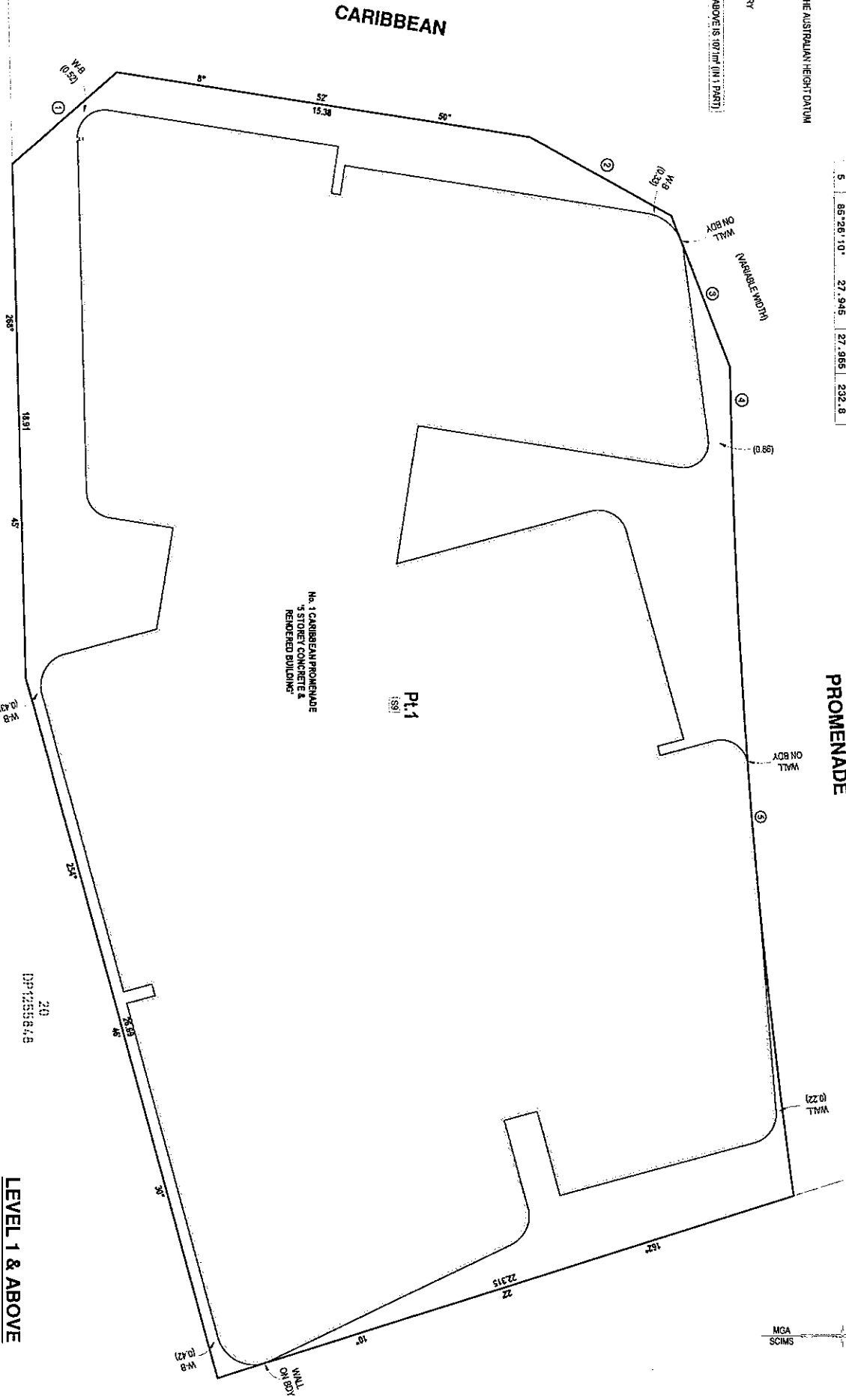
SCHEDULE OF ARCS AND SHORT LINES			
No.	BEARING	DISTANCE	ARC RADIUS
1	318°48'55"	6.195	
2	29°52'45"	5.995	
3	68°52'40"	5.96	
4	88°52'35"	2.825	
5	65°26'10"	27.965	232.8

NOTES:  
1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM

LEGEND

W-8 shows WALL TO BOUNDARY

[THE AREA OF LOT 1 AT LEVEL 1 & ABOVE IS 1077m<sup>2</sup> (IN PART)]



HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL, DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Surveyor:  
**ELIZABETH ANDERSON**  
Date: 25/09/2021  
Surveyor's Ref: 7668

SUBDIVISION OF LOT 16 IN DP1185110




L.G.A. PENRTH  
Locality: JORDAN SPRINGS  
Reduction Table: 1:100  
Lengths are in metres.

REGISTERED  
15/09/2021


**DP1272750**

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  15/09/2021</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1272750</h1>	
<p><b>PLAN OF SUBDIVISION OF LOT 15 IN DP1195110</b></p>	<p>LGA: PENRITH</p> <p>Locality: JORDAN SPRINGS</p> <p>Parish: LONDONDERRY</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, ELIZABETH ANDERSON                  of SDG LAND DEVELOPMENT SOLUTIONS                  P.O. Box 2572, NORTH PARRAMATTA 1750                  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 25 March 2021, or</del></p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding** ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban / *Rural</p> <p>The terrain is <del>*Level-Undulating / *Steep-Mountainous</del></p> <p>Signature:  Dated: 03/06/2021</p> <p>Surveyor Identification No: SU008921                  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.                  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, Gavin Cherry                  *Authorised Person/*General Manager/*Registered-Geotifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Electronic signature affixed by me, or at my direction, on 09/09/2021</p> <p>Registration number: .....</p> <p>Consent Authority: ..Penrith City Council.....</p> <p>Date of endorsement: ...09/09/2021.....</p> <p>Subdivision Certificate number: ..SC21/0025.....</p> <p>File number: ..DA16/0054.....</p> <p><small>*Strike through if inapplicable.</small></p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1155647</p> <p>DP1168989</p> <p>DP1171575</p> <p>DP1176163</p> <p>DP1195110</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 7666</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  15/09/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 15 IN  
DP1195110

DP1272750

Subdivision Certificate number: SC21/0025  
Date of Endorsement: 09/09/2021

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


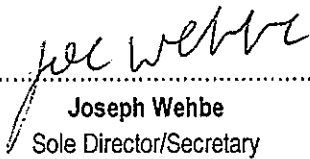
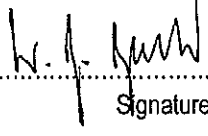

Lot	Street Number	Street Name	Street Type	Locality
1	N/A	Caribbean	Promenade	Jordan Springs
2	N/A	Caribbean	Promenade	Jordan Springs

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS 1 AND 2)
2. EASEMENT FOR SERVICES (WHOLE OF LOTS 1 AND 2)
3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOTS 1 AND 2)
4. EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOTS 1 AND 2)
5. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (A)
6. RIGHT OF PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B)
7. EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN STRATUM) (C)
8. EASEMENT FOR GARBAGE STORAGE VARIABLE WIDTH (LIMITED IN STATUM) (D)
9. EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (E)
10. EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT)
11. EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM) (F)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7666

PLAN FORM 6A (2019) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 3 of 3 sheet(s)	
Registered:  15/09/2021    Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 15 IN DP1195110</b>	<b>DP1272750</b>
Subdivision Certificate number: <u>SC21/0025</u> Date of Endorsement: <u>09/09/2021</u>	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) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
EXECUTED by ) Blue Sox Developments Pty Ltd ) ACN 142 861 149 ) in accordance with s127 of ) the Corporations Act 2001 )	 ..... <b>Joseph Wehbe</b> Sole Director/Secretary
<u>Consent of Mortgagee</u>	
EXECUTED by ) A.J Bush & Sons (Retail) Pty Ltd ) ACN 000 320 392 ) in accordance with s127 of ) the Corporations Act 2001 )	 ..... Signature <b>Alfred John Bush</b> ..... Name <b>Director</b> ..... Authority
	 ..... Signature <b>Ivan Jeffrey Bush</b> ..... Name <b>Director</b>
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 7666	

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

Plan: **DP1272750**

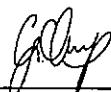
Plan of subdivision of Lot 15 in DP1195110  
Covered by Subdivision Certificate No. SC21/0025

**PART 1 – CREATION**

Full name and address of proprietors  
of the land:

Blue Sox Developments Pty Ltd  
ACN 142 861 149  
Level 1, 81 Henry Street  
Penrith NSW 2750

Number of item shown in the intention panel on the plan	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 for support and shelter (whole of lot)	Lot 1	Lot 2
		Lot 2	Lot 1
2.	Easement for services (whole of lot)	Lot 1	Lot 2
		Lot 2	Lot 1
3.	Easement for emergency egress (whole of lot)	Lot 1	Lot 2
		Lot 2	Lot 1
4.	Easement to access shared facilities (whole of lot) <i>↑ and use</i>	Lot 1	Lot 2
		Lot 2	Lot 1
5.	Right of carriageway variable width (limited in stratum) (A)	Lot 1	Lot 2
		Lot 2	Lot 1

Electronic signature affixed  
by me, or at my direction, on   
Thursday, 9 September 2021 Council authorised delegate




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

Plan: **DP1272750**

Plan of subdivision of Lot 15 in DP1195110

6.	Right of pedestrian access variable width (limited in stratum) (B)	Lot 1	Lot 2
		Lot 2	Lot 1
7.	Easement for lift use variable width (limited in stratum) (C)	Lot 1	Lot 2
8.	Easement for garbage storage (limited in stratum) (D) <i>variable width</i>	Lot 1	Lot 2
9.	Easement for loading dock variable width (limited in stratum) (E)	Lot 1	Lot 2
10.	Easement for connection to services (whole of lot)	Lot 1	Lot 2
		Lot 2	Lot 1
11.	Easement for carparking variable width (limited in stratum) (F)	Lot 2	Lot 1

Electronic signature affixed  
by me, or at my direction, on  Council authorised delegate  
Thursday, 9 September 2021

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

Plan: **DP1272750**

Plan of subdivision of Lot 15 in DP1195110  
Covered by Subdivision Certificate No.

**PART 2 – TERMS**

**1. Interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee.

**Building** means the mixed use building constructed or to be constructed at 1 Caribbean Promenade, Jordan Springs, comprising residential and retail components.

**Building Management Committee** means any building management committee for the Building constituted under a Management Statement.

**Conveyancing Act** means the *Conveyancing Act 1919*.

**Council** means Penrith City Council and its successors.

**Development Act** means the *Strata Schemes Development Act 2015 (NSW)*.

**Development Approval** means the notice of determination by Council of development application no. DA16/0054, as varied, modified or replaced from time to time (including after registration of the Plan).


**Easement Site** means in relation to an easement in this easement instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

**Government Agency** means any governmental, semi or local government, statutory, public or other authority or utility service provider such as Endeavour Energy or Sydney Water.

**Grantee** means the owner of a Lot Benefited.

**Grantor** means the owner of a Lot Burdened.

Electronic signature affixed  
by me, or at my direction, on   
Thursday, 9 September 2021 Council authorised delegate

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

Plan: **DP1272750**

Plan of subdivision of Lot 15 in DP1195110

**Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

**Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this instrument.

**Management Statement** means a building management statement (pursuant to Part 23 Division 3B of the Conveyancing Act 1919) or strata management statement (pursuant to Part 6 Division 1 of the Development Act) registered in respect of the Building.

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

**Residential Lot** means lot 1 in the Plan.

**Retail Lot** means lot 2 in the Plan.

**Residential Works** means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Residential Lots for the development of the components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other authority having jurisdiction) relating to the works to be undertaken in the Residential Lots (including after registration of the Plan) , or as agreed to by the Grantor.

**Retail Works** means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Retail Lot for the development of the retail and commercial components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other authority having jurisdiction) relating to the works to be undertaken in each of the Retail Lot, or as agreed to by the Grantor.

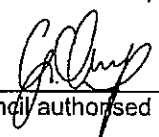
**Service Lines** means:

- (a) pipes, conduits, ducts, wires and cables required for the transmission, operation and functioning of Services or in connection with Services; and
- (b) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.

**Services** includes:

- (a) the supply of water, gas, electricity or artificially heated or cooled air;
- (b) systems for the exhaust of smoke, odours and fumes and the supply of air;
- (c) systems for the disposal of sullage and grease;
- (d) the provision of sewerage and drainage and stormwater drainage; and
- (e) telephone, radio, television or other means of communication or transmission;

Electronic signature affixed  
by me, or at my direction, on  
Thursday, 9 September 2021

  
Council authorised delegate

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

Plan: **DP1272750** Plan of subdivision of Lot 15 in DP1195110

- (f) security systems; and
- (g) any other facility, supply or transmission.

**Service Equipment** means plant and equipment relating to Services, including associated equipment and Service Lines.

**Shared Facility** means a Shared Facility as defined and described in a Management Statement.

**Site** means all the land in the Plan.

**Strata Scheme** means any strata scheme established on registration of a strata plan for any component of the Building.

## 1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of similar kind.

## 1.3 Headings

Headings do not affect the interpretation of this instrument.

## 1.4 Positive covenants and maintenance requirements

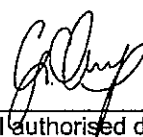
A requirement in an easement that requires a Grantee or Grantor to maintain or repair and Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.

---

## 2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

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Thursday, 9 September 2024

  
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
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- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

---

**3. Complying with this instrument and the Management Statement**

**3.1 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

**3.2 Obligations for Authorised Users**

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

**3.3 Complying with the Management Statement**

For each easement, positive covenant or restriction on use in this instrument, the Grantee who is required to comply with the Management Statement must:

- (a) comply with a Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement.

---

**4. Effect of the Management Statement**

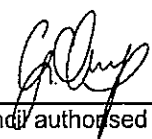
**4.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this instrument.

**4.2 Requirements about making rules**

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and a

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Management Statement. A Management Statement prevails to the extent of any inconsistency.

**4.3 Costs regulated under a Management Statement**

If a Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Management Statement, the Management Statement prevails to the extent of the inconsistency.

**4.4 Complying with obligations**

If a Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

---

**5. Terms of easement for support and shelter (whole of lot)  
numbered 1 in the plan**

**5.1 Grant of easement**

The Grantor grants the Grantee an easement for subjacent and lateral support and shelter in any direction:

- (a) of those parts of the Building erected on a Lot Benefited at the date of this instrument; and
- (b) of those parts of the building on a Lot Benefited erected in future pursuant to the Residential Works or the Retail Works

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.


**5.2 Effect of Subdivision**

If a plan of subdivision is registered and:

- (a) an easement for support and shelter is created under the Conveyancing Act or the Development Act; and
- (b) the terms of the easement created under the Conveyancing Act or the Development Act are inconsistent with the terms of this easement

to the extent permitted by law, the terms of the easement under this instrument prevail.

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**6. Terms of easement for services (whole of lot) numbered 2 in the Plan**

**6.1 Grant of easement**

The Grantor grants to the Grantee and every Authorised User at all times in common with others an unrestricted right to the passage of any Services along or through Service Lines, equipment or other structures and things relating to Services:

- (a) which pass through or are situated in the Lot Burdened and service the Lot Benefited and which exist at the date of registration of the Plan; or
- (b) in respect of each of the relevant Lots Burdened, which are installed by an or on behalf of a Grantee after registration of the Plan (but before the date that is 3 years after that registration),

and to do anything reasonably necessary for that purpose, including the right to:

- (c) utilise the existing Services and Service lines, risers and ducts constructed on the Lot Burdened for the purposes of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Service lines, risers and ducts;
- (d) by prior agreement with the owner of the Lot Burdened (not to be unreasonably withheld or delayed) and subject to the reasonable requirements of the owner of the Lot Burdened access the Lot Burdened to install Service Lines and Services as contemplated in this easement;
- (e) with the prior agreement of the owner of the Lot Burdened (not to be unreasonably withheld and which may be subject to conditions) install or construct further Services within other Service risers or ducts within the Lot Burdened in pursuance of Residential Works or Retail Works;
- (f) by prior arrangement with the owner of the Lot Burdened, carry out an inspection of the Services within the Lot Burdened that service the Lot Benefited; and
- (g) in order to exercise a right under this easement, subject to the owner of the Lot Benefited having complied with its obligations under this easement:
  - (i) enter the part of the Lot Burdened that is necessary to enter at such times and for as long as is agreed with the owner of the Lot Burdened;
  - (ii) take onto the Lot Burdened such equipment and tools that are necessary to enable the owner of the Lot Burdened to exercise its rights under this easement;
  - (iii) install, replace or maintain any Service:

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- (iv) enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances and is agreed to by the owner of the Lot burdened (such agreement not to be unreasonably withheld or delayed); and
- (v) remain on the Lot Burdened for such reasonable time as may be necessary for the purpose of installing new or augmented Service Lines and Services (in locations agreed to by the owner of the Lot Burdened, acting reasonably), replacing, inspecting, cleaning, repairing, maintaining or renewing the Service Lines or Services or any part of the Service Lines or Services, and, subject to the prior agreement of the owner of the Lot Burdened (which may, in their sole discretion, be granted or withheld or granted conditionally) make such excavations or undertake such ancillary works in the Lot Burdened as may be reasonably necessary.

**6.2 Requirements when exercising rights**

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

- (a) ensure that any person carrying out works on services or the Easement Site on their behalf is qualified to do those works; and
- (b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;
- (c) ensure all work is done properly;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition;
- (f) take precautions to ensure no damage is caused to property in the Lot Burdened, which may include making arrangements for property or vehicles to be moved while the relevant work is being performed;
- (g) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;
- (h) if required by the Grantor, when exercising rights or complying with obligations accompanied by and comply with the directions of the Grantor's nominee (which directions must be reasonable having regard to the Grantor's interests and must not unreasonably impede, fetter or prevent the exercise of the Grantee's rights under this easement);
- (i) in an emergency, give the Grantor notice of access to the Lot Burdened if practicable;

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- (j) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and
- (k) in respect of a lot used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of Council or a Government Agency having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

**6.3 Indemnity**

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

---

**7. Terms of easement for emergency egress (whole of lot)  
numbered 3 in the Plan**

**7.1 Grant of easement**

The Grantor grants the right for the Grantee and Authorised Users to enter and pass through those parts of the Lot Burdened necessary to exit the Lot Benefited or the Building in an emergency or for fire drill purposes.

---

**8. Terms of easement for access to shared facilities (whole of  
lot) numbered 4 in the Plan**

**8.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the accessible areas of the Lot Burdened on foot and with or without tools and equipment for the purpose of inspecting, repairing, maintaining and relacing items that are or form part of Shared Facilities and which benefit the Lot Benefited, and the right to remain for on the Lot Burdened for such time as is reasonable or the purposed of the inspection, repair, maintenance or replacement of the Shared Facility item.

**8.2 Rights of the Grantor to temporarily suspend access**

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and

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- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

**8.3 Requirements when exercising rights**

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable steps to minimise disturbance of the Grantor, the Lot Burdened and any occupier of the Lot Burdened; and
- (b) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (c) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

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**9. Terms of right of carriageway variable width (limited in stratum) (A) numbered 5 in the Plan**

**9.1 Grant of easement**

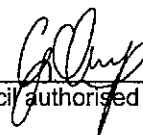
Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass by vehicle and on foot over and across the Easement Site:

- (a) at all times; and
- (b) for all lawful purposes; and
- (c) in respect of the driveway to the loading dock and the loading dock (including the loading dock turntable), by vehicles exerting a maximum loading of not more than 15kpa; and
- (d) in respect of the driveway and other areas of the Easement Site other than the driveway to the loading dock and the loading dock, by vehicles exerting a maximum loading of not more than 2.5kpa.

**9.2 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into the Building. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

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**9.3 Restriction on parking**

The Grantee and its Authorised Users must not:

- (a) park or stand motor or other vehicles on the Easement Site; or
- (b) obstruct use of the Easement Site by any person.

**9.4 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (c) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

---

**10. Terms of right of pedestrian access variable width (limited in stratum) (B) numbered 6 in the Plan**

**10.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the Easement Site:

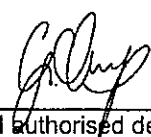
- (a) on foot or with wheelchairs or other disabled access aids; and
- (b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

**10.2 Rights of the Grantor to temporarily suspend access**

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

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**10.3 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement;
- (c) not interfere with or disrupt the conduct of any lawful business conducted within the Easement Site by the Grantee or Authorised Users; and
- (d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

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**11. Terms of easement for lift use variable width (limited in stratum) (C) numbered 7 in the Plan**

**11.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the full, free and unimpeded right to enter and use the lift within the Easement Site between ground level and basement level 1 in the Building and to access the lift within the Easement Site from adjacent parts of the Lot Benefited that are intended to be used for pedestrian access:

- (a) at all times;
- (b) for all lawful purposes;
- (c) on foot or with wheelchairs or other disabled access aids; and
- (d) with guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability.


**11.2 Access to temporarily suspend access**

The Grantor may temporarily suspend access to, and use of, the whole or any part of the Easement Site in an emergency or for maintenance purposes for the period required to remedy an emergency or maintain the Easement Site.

**11.3 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

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- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (c) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

---

**12. Terms of easement for garbage storage variable width (limited in stratum) (D) numbered 8 in the Plan**

**12.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right the right to use the Easement Site for the storage of garbage in garbage bins and the right to enter, remain on, pass and repass through and across the Easement Site at all times for the purpose of accessing and moving garbage bins.


**12.2 Requirements when exercising rights**

- (a) When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:
  - (i) place their bins only in the area of the Easement Site that is designated for their use by the Building Management Committee;
  - (ii) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;
  - (iii) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;
  - (iv) promptly rectify any damage they cause to the Easement Site or the Lot Burdened;
  - (v) immediately remove any garbage or recyclable materials that they spill on the Easement Site and clean the affected area;
  - (vi) not leave any goods, articles or other equipment in the Easement Site; and
- (b) The Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

**12.3 Management Statement**

The Grantor, the Grantee and its Authorised Users must comply with any requirements under the Management Statement regarding the use of the garbage rooms and storage areas within the Easement Site.

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**12.4 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

**13. Terms of easement for loading dock variable width (limited in stratum) (E) numbered 9 in the Plan**

**13.1 Grant of easement**


Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, remain on, pass and repass through and across the Easement Site with motor vehicles, trolleys and on foot at all times for the purpose of:

- (a) loading and unloading goods, articles and equipment;
- (b) allowing motor vehicles to stand for loading or unloading or both; and
- (c) transporting, taking or moving articles or items from such motor vehicles to the Lot Benefited, and from the Lot Benefited to the motor vehicles;
- (d) transporting, taking or moving garbage bins to and from the garbage bin storage area within the Lot Benefited and storing garbage bins within the Lot Burdened to enable the collection of garbage from the Building;
- (e) accessing and using facilities for the benefit of the Lot Burdened and located adjacent to or within the Easement Site; and
- (f) purposes incidental to the loading and unloading of vehicles.

**13.2 Requirements when exercising rights**

- (a) When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:
  - (i) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;
  - (ii) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;
  - (iii) promptly rectify any damage they cause to the Easement Site or the Lot Burdened;
  - (iv) immediately remove any garbage or recyclable materials that they spill on the Easement Site and clean the affected area;

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- (v) not permit any motor vehicle to obstruct or stand in or park on the Lot Burdened other than for the purposes of loading or unloading or both; and
- (vi) not leave any goods, articles or other equipment in the Easement Site; and
- (b) The Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

**13.3 Management Statement**

The Grantor, the Grantee and its Authorised Users must comply with any requirements under the Management Statement regarding the use of the loading dock.

**13.4 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into the Building. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

**13.5 Restriction on parking**

The Grantee and its Authorised Users must not:

- (a) park or stand motor or other vehicles on the Easement Site; or
- (b) obstruct use of the Easement Site by any person.

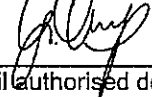
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**14. Terms of easement for connection to services (whole of lot)  
numbered 10 in the Plan**

**14.1 Grant of easement**

The Grantor grants to the Grantee and its Authorised Users to enter, pass, repass and remain on the Lot Burdened for the purposes of connecting Service Lines and Services in the Lot Benefited to Services and Service Lines which pass through or are situated in the Lot Burdened and are intended to service the Lot Benefited, and to do anything reasonably necessary for that purpose, including the rights:

- (a) to carry out an inspection of the Service Lines and Services within the Lot Burdened; and
- (b) to connect, install, replace or maintain any Service Line or Service;
- (c) to enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances; and

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- (d) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing, replacing, inspecting, cleaning, repairing, maintaining or renewing the Service Lines or Services or any part of the Service Lines or Services and of making such slab or wall penetrations as may be reasonably necessary.

**14.2 Requirements when exercising rights**

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

- (a) ensure that any person carrying out works on Services or the Easement Site on their behalf is qualified to do those works; and
- (b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;
- (c) ensure all work is done properly;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition; and
- (f) take precautions to ensure no damage is caused to property in the Lot Burdened, which may include making arrangements for property or vehicles to be moved while the relevant work is being performed;
- (g) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened; and
- (h) in an emergency, give the Grantor notice of access to the Lot Burdened if practicable;
- (i) comply with any reasonable requests by the Grantor, including, without limitation, about the time of access.
- (j) if required by the Grantor, when exercising rights or complying with obligations accompanied by and comply with the directions of the Grantor's nominee (which directions must be reasonable having regard to the Grantor's interests and must not unreasonably impede, fetter or prevent the exercise of the Grantee's rights under this easement);
- (k) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and
- (l) in respect of a lot used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of Council or a Government Agency

Electronic signature affixed  
by me, or at my direction, on  
Thursday, 9 September 2021

  
Council authorised delegate



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

Plan: **DP1272750** Plan of subdivision of Lot 15 in DP1195110

having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

**14.3 Indemnity**

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

---

**15. Terms of easement for carparking variable width (limited in stratum) (F) numbered 11 in the Plan**

**15.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to use the car spaces within the Easement Site (**Visitor Car Parking Spaces**) as parking spaces for visitors to the Lot Benefited.


**15.2 Management Statement**

The Grantor, the Grantee and its Authorised Users must comply with any requirements under the Management Statement regarding the use of the Visitor Car Parking Spaces.

**15.3 Requirements when exercising rights**

- (a) When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:
- (i) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;
  - (ii) promptly rectify any damage they cause to the Easement Site or the Lot Burdened;
  - (iii) immediately remove any garbage or recyclable materials that they spill on the Easement Site and clean the affected area;
  - (iv) use the Easement Site only for lawful purposes; and
  - (v) not leave any goods, articles or other equipment in the Easement Site.
- (b) The Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

Electronic signature affixed  
by me, or at my direction, on  
Thursday, 9 September 2021

  
Council authorised delegate

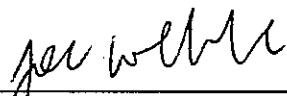
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INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Plan: **DP1272750**

Plan of subdivision of Lot 15 in DP1195110

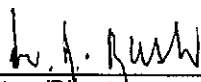
**SIGNING PAGES**

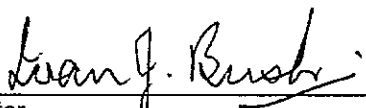
Signed on behalf of Blue Sox Developments  
Pty Ltd ACN 142 861 149 pursuant to section  
127 Corporations Act 2001, by:

  
\_\_\_\_\_  
Sole Secretary/Director  
Joshua Wehbe

**Mortgagee**

Signed on behalf of AJ Bush & Sons Retail  
Pty Ltd ACN 000 320 392 in accordance with  
section 127 of the Corporations Act 2001, by:

  
\_\_\_\_\_  
Secretary/Director  
Alfred John Bush  
Print name  
Director  
Authority

  
\_\_\_\_\_  
Director  
Ivan Jeffrey Bush  
Print name  
Director  
Authority

Electronic signature affixed  
by me, or at my direction, on  
Thursday, 9 September 2021

  
\_\_\_\_\_  
Council authorised delegate

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

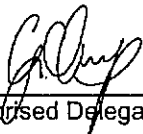
Plan: **DP1272750**

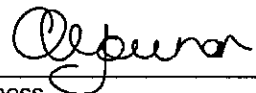
Plan of subdivision of Lot 15 in DP1195110


**Council**

Executed on behalf of the **Penrith City Council**  
by its Authorised Delegate pursuant to Sec 377 of  
the Local Government Act 1993. 378

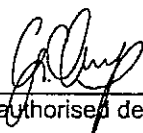
I certify that I am an eligible witness and  
that the delegate signed in my presence

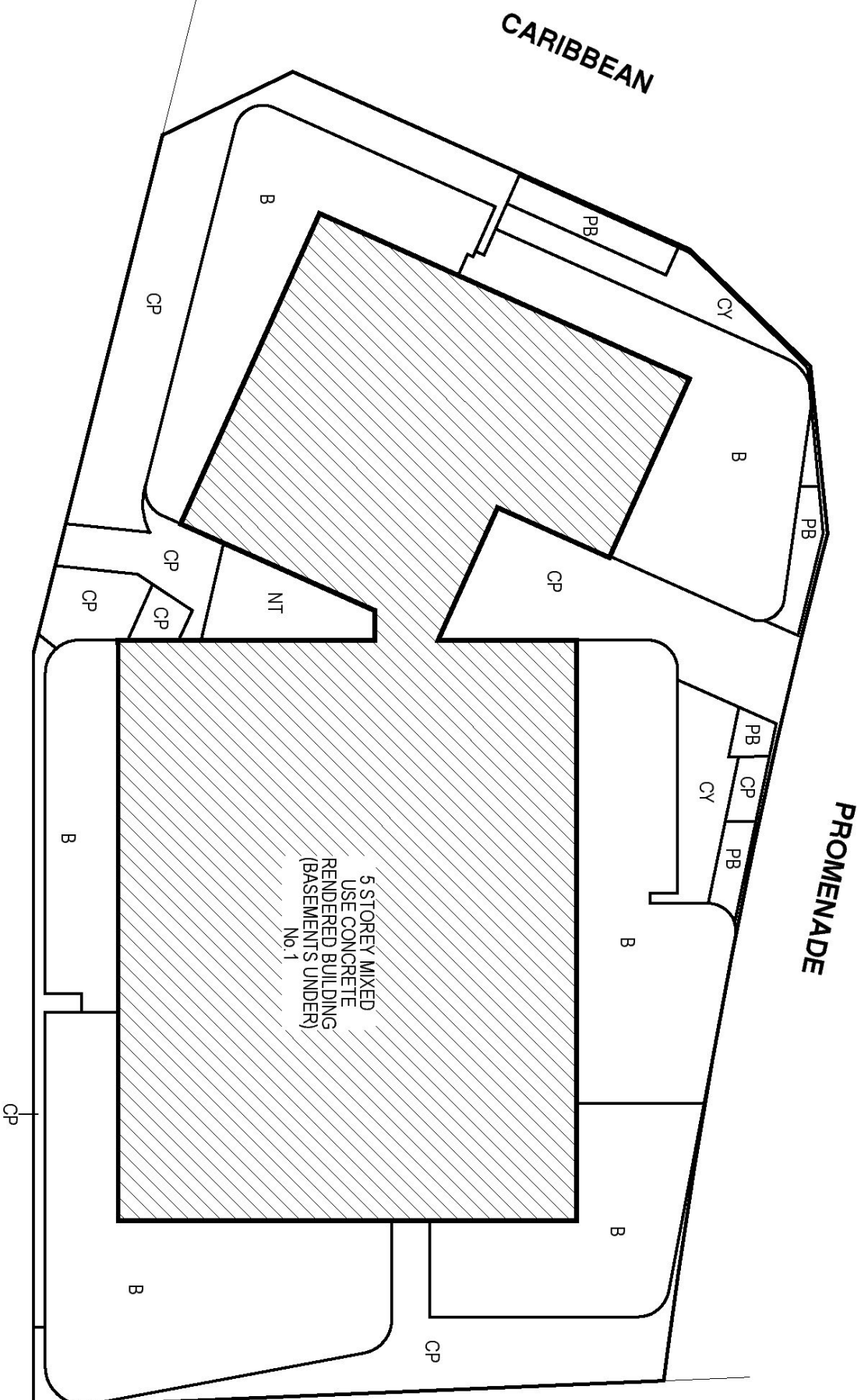
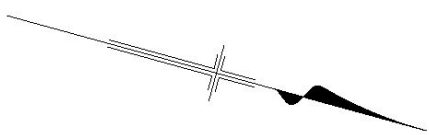
  
Electronic signature affixed by me,  
or at my direction, on 09/09/2021  
\_\_\_\_\_  
Authorised Delegate  
**Gavin Cherry**  
\_\_\_\_\_  
Print name  
**Development Assessment Coordinator**  
\_\_\_\_\_  
Position

  
Electronic signature affixed by me,  
or at my direction, on 09/09/2021  
\_\_\_\_\_  
Witness  
**Abby Younan**  
\_\_\_\_\_  
Print name  
**C/- 601 High Street Penrith**  
\_\_\_\_\_  
Address

REGISTERED:  15/09/2021

Electronic signature affixed  
by me, or at my direction, on  
Thursday, 9 September 2021

  
\_\_\_\_\_  
Council authorised delegate



20  
DP1255848

CP	COMMON PROPERTY
B	BALCONY
CY	COURTYARD
PB	PLANTER BOX
NT	NON-TRAFFICABLE ROOF (CP)

**SITE PLAN**

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666

PLAN OF SUBDIVISION OF LOT 1 IN DP1272750

L.G.A.: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200

Lengths are in metres.

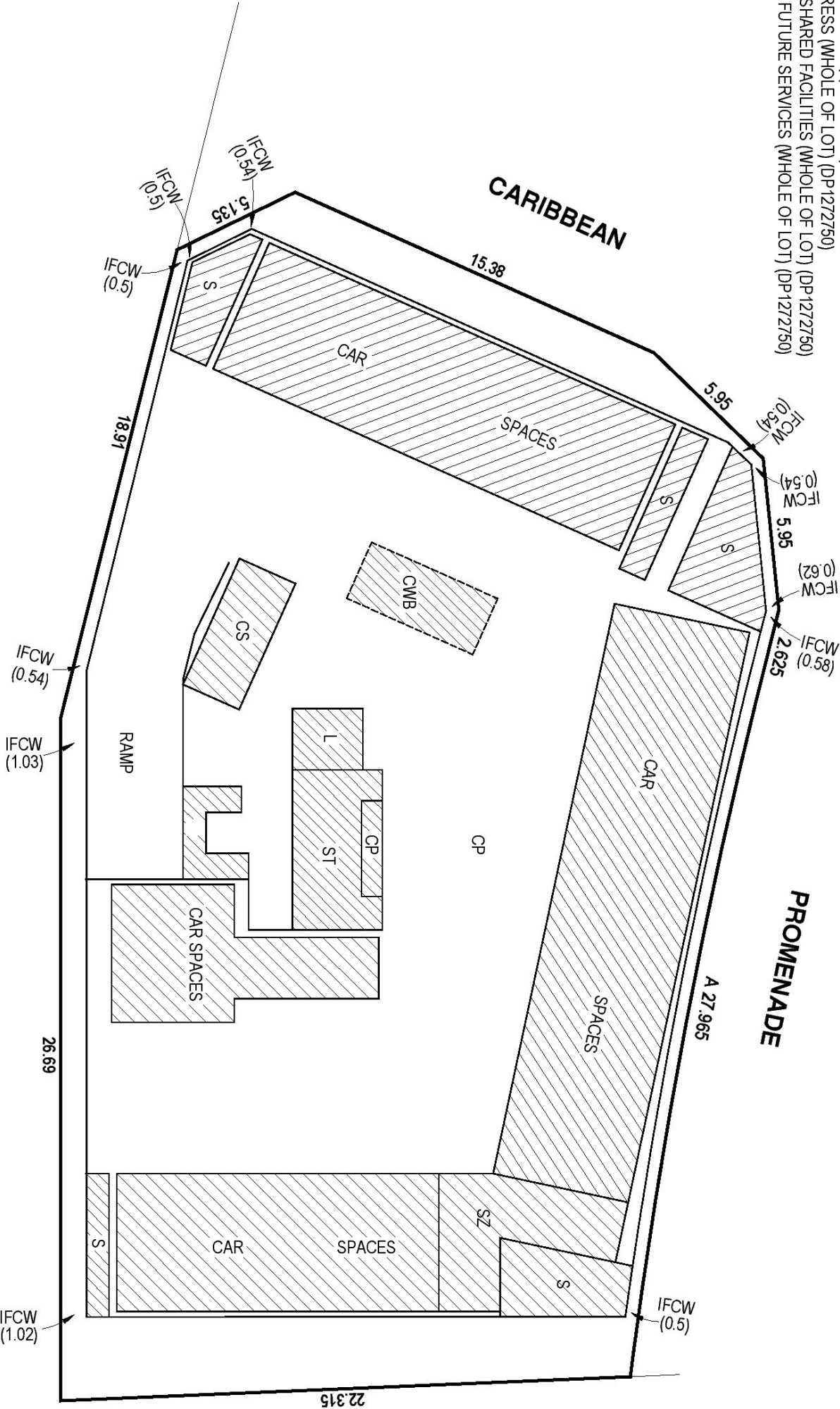
REGISTERED

16/09/2021

SP102994

**EASEMENTS AFFECTING THE WHOLE OF THE LAND:**

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1272750)
- EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR CONNECTION TO FUTURE SERVICES (WHOLE OF LOT) (DP1272750)



**LEGEND**  
IFCW denotes INSIDE FACE OF CONCRETE WALL

**LOCATION PLAN  
BASEMENT 2 & BELOW**

CP	COMMON PROPERTY
CS	CAR SPACE
CWB	CAR WAITING BAY (CP)
L	LIFT (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

**PLAN OF SUBDIVISION OF LOT 1 IN DP1272750**

Surveyor:  
**ELIZABETH ANDERSON**  
Date of Survey: 21/06/2021  
Surveyor's Ref: 7666

L.G.A.: PENRITH  
Locality: JORDAN SPRINGS

Reduction Ratio: 1:200  
Lengths are in metres.

REGISTERED

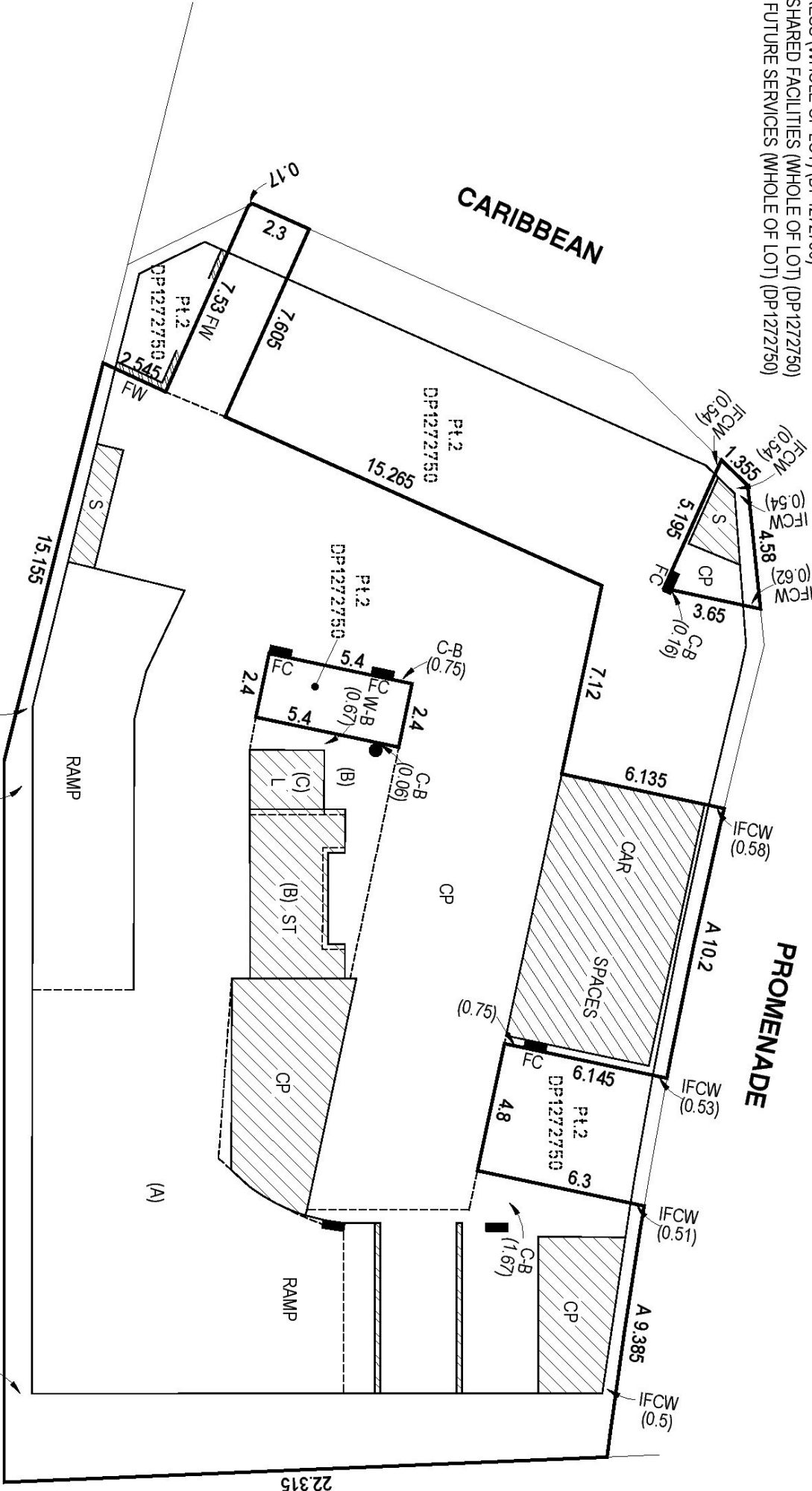


16/09/2021

**SP102994**

**EASEMENTS AFFECTING THE WHOLE OF THE LAND:**

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1272750)
- EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR CONNECTION TO FUTURE SERVICES (WHOLE OF LOT) (DP1272750)



**EXISTING EASEMENTS:**

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)
- (B) RIGHT OF PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)
- (C) EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)

**LEGEND**

- C-B denotes COLUMN TO BOUNDARY
- FC denotes FACE OF COLUMN
- FW denotes FACE OF WALL
- IFCW denotes INSIDE FACE OF CONCRETE WALL
- W-B denotes WALL TO BOUNDARY

**LOCATION PLAN  
BASEMENT 1**

CP	COMMON PROPERTY
L	LIFT (CP)
S	STORAGE
ST	STAIRS (CP)

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666

**PLAN OF SUBDIVISION OF LOT 1 IN DP1272750**

L.G.A.: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED

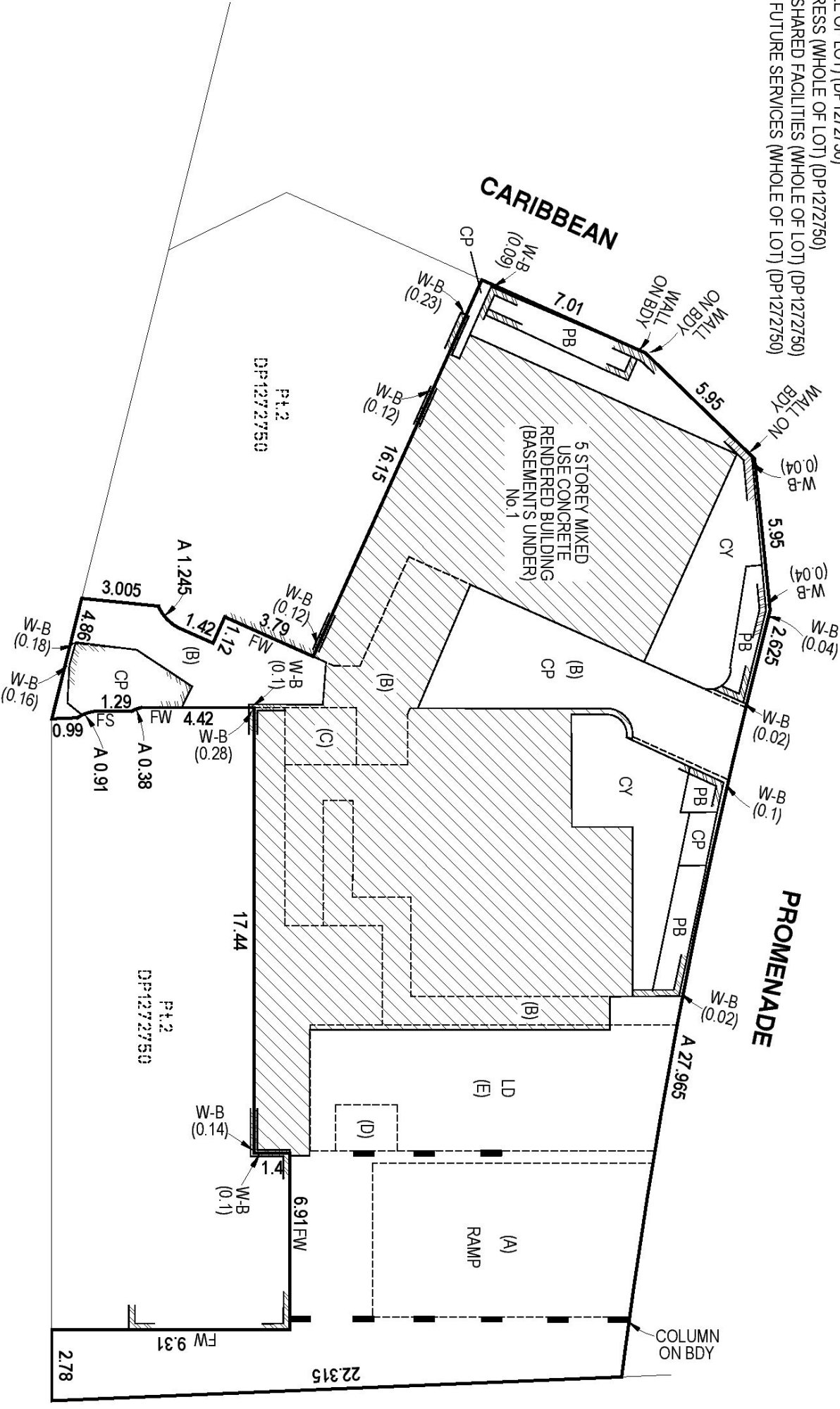


16/09/2021

SP102994

**EASEMENTS AFFECTING THE WHOLE OF THE LAND:**

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1272750)
- EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR CONNECTION TO FUTURE SERVICES (WHOLE OF LOT) (DP1272750)



**EXISTING EASEMENTS:**

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)
- (B) RIGHT OF PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)
- (C) EASEMENT FOR LIFE USE VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)
- (D) EASEMENT FOR GARBAGE STORAGE VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)
- (E) EASEMENT FOR LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (DP1272750)

**LEGEND**

- FS denotes FACE OF SLAB
- FW denotes FACE OF WALL
- W-B denotes WALL TO BOUNDARY

**LOCATION PLAN  
GROUND FLOOR**

CP	COMMON PROPERTY
CY	COURTYARD
LD	LOADING DOCK (CP)
PB	PLANTER BOX

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666

**PLAN OF SUBDIVISION OF LOT 1 IN DP1272750**

L.G.A.: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200

Lengths are in metres.

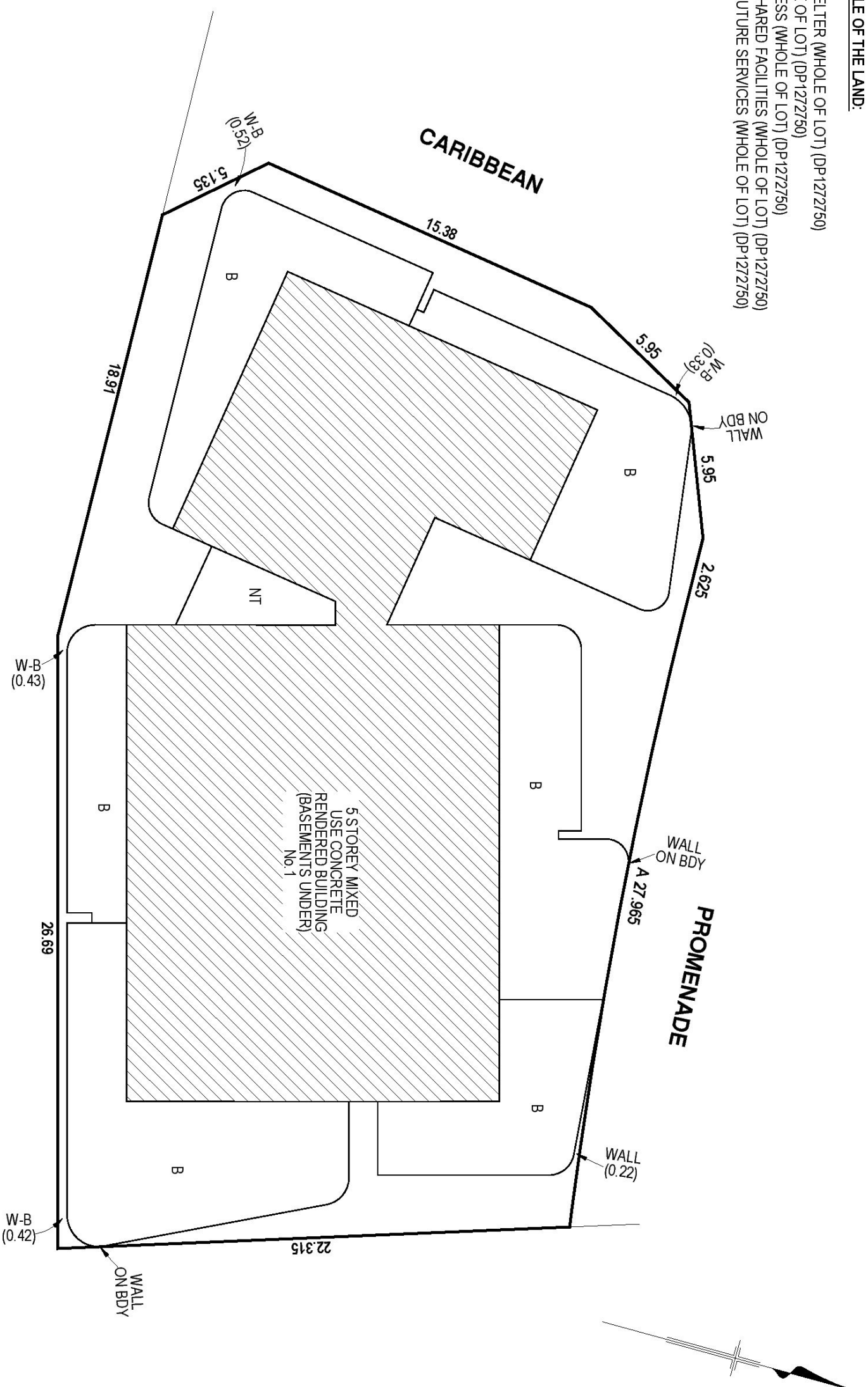
REGISTERED

16/09/2021

SP102994

**EASEMENTS AFFECTING THE WHOLE OF THE LAND:**

- EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1272750)
- EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1272750)
- EASEMENT FOR CONNECTION TO FUTURE SERVICES (WHOLE OF LOT) (DP1272750)



**LEGEND**

W-B denotes WALL TO BOUNDARY

**LOCATION PLAN  
LEVEL 1 & ABOVE**

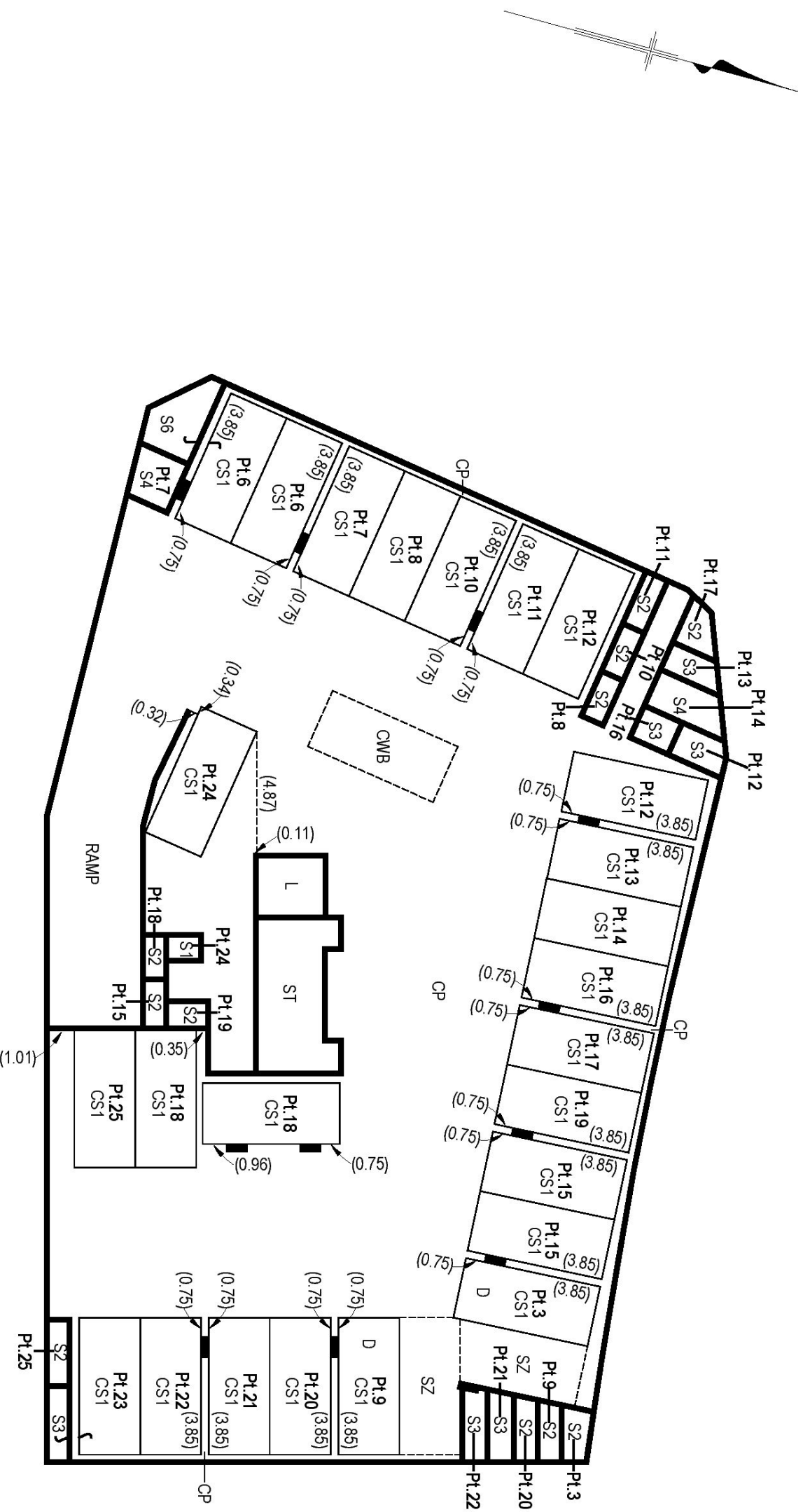
CP	COMMON PROPERTY
B	BALCONY
NT	NON-TRAFFICABLE ROOF (CP)

Surveyor: <b>ELIZABETH ANDERSON</b> Date of Survey: 21/06/2021 Surveyor's Ref: 7666	<b>PLAN OF SUBDIVISION OF LOT 1 IN DP1272750</b>	L.G.A.: PENRITH Locality: JORDAN SPRINGS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 16/09/2021	<b>SP102994</b>
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Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	2.4X5.4	13
UNLESS OTHERWISE SHOWN		

Storage Schedule	
Tag	Area(m <sup>2</sup> )
S1	1
S2	2
S3	3
S4	4
S6	6



**NOTES:-**  
 COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES  
 REFER TO CAR SPACE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN  
 REFER TO STORAGE AREA SCHEDULE FOR AREAS  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 ALL ANGLES ARE RIGHT ANGLES  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**BASEMENT 2**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
CWB	CAR WAITING BAY (CP)
D	DISABLED
L	LIFT (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:  
 ELIZABETH ANDERSON  
 Date of Survey: 21/06/2021  
 Surveyor's Ref: 7666

PLAN OF SUBDIVISION OF LOT 1 IN DP1272750

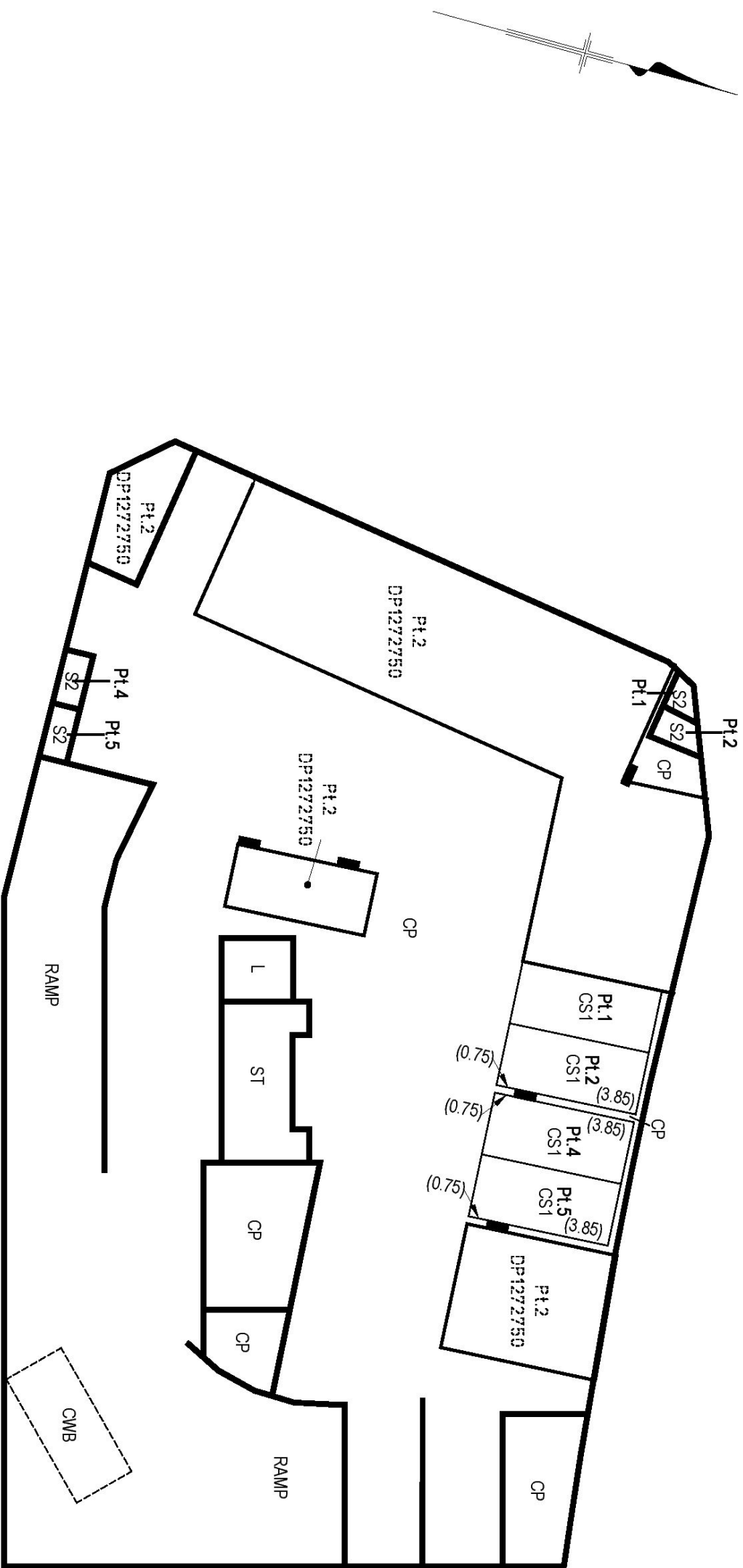
L.G.A. PENRITH  
 Locality: JORDAN SPRINGS  
 Reduction Ratio: 1:200  
 Lengths are in metres.

REGISTERED  
 16/09/2021

SP102994

Car Space Schedule		
Tag	Size	Area(m <sup>2</sup> )
CS1	2.4X5.4	13
UNLESS OTHERWISE SHOWN		

Storage Schedule	
Tag	Area(m <sup>2</sup> )
S2	2



**NOTES:-**  
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 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**BASEMENT 1**

CWB	CAR WAITING BAY (CP)
CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
ST	STAIRS (CP)

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666

PLAN OF SUBDIVISION OF LOT 1 IN DP1272750

L.G.A.: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200

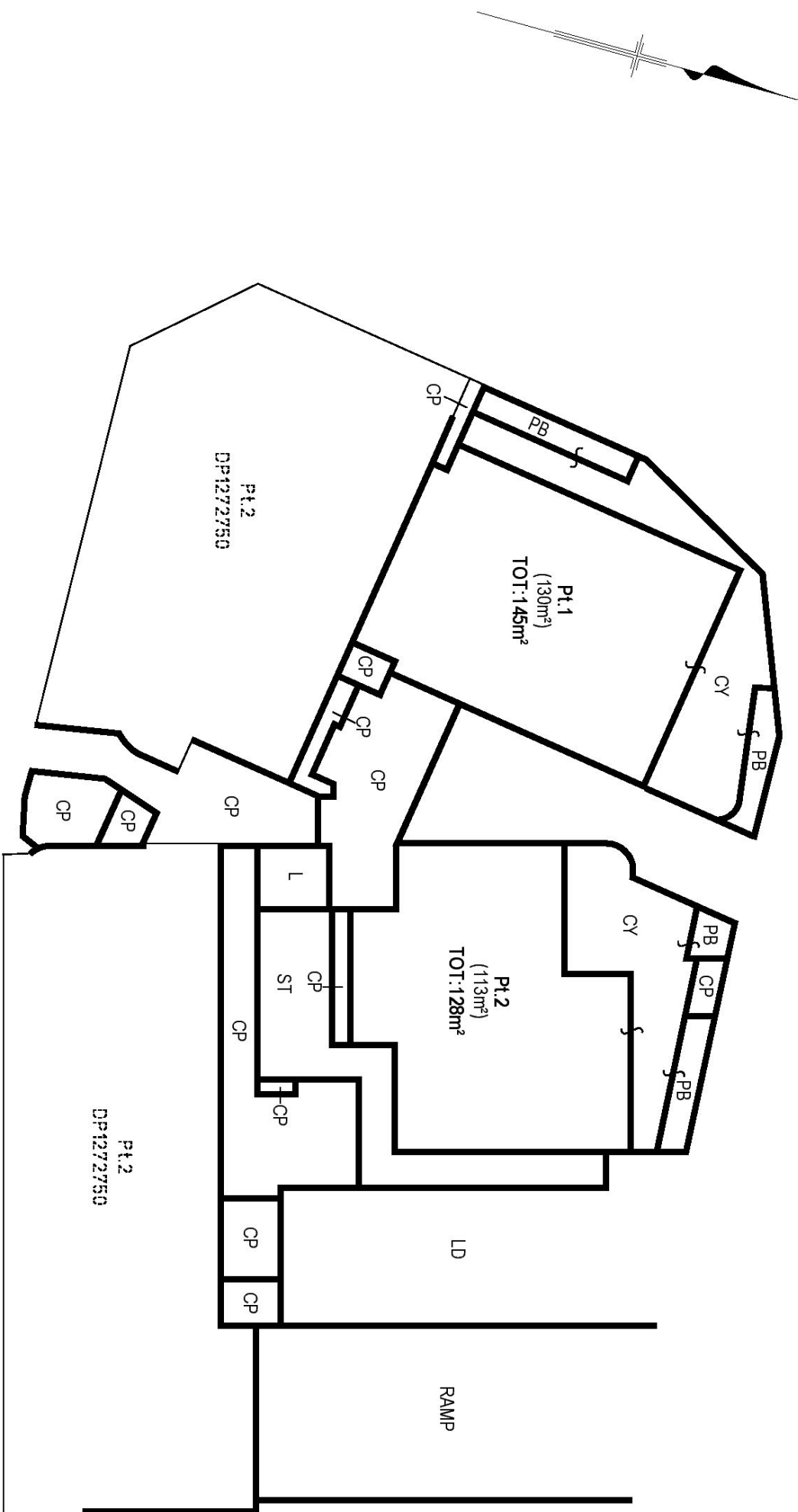
Lengths are in metres.

REGISTERED



16/09/2021

**SP102994**



**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH COURTYARD AND PLANTER BOX IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**GROUND FLOOR**

CP	COMMON PROPERTY
CY	COURTYARD
L	LIFT (CP)
LD	LOADING DOCK (CP)
PB	PLANTER BOX
ST	STAIRS (CP)

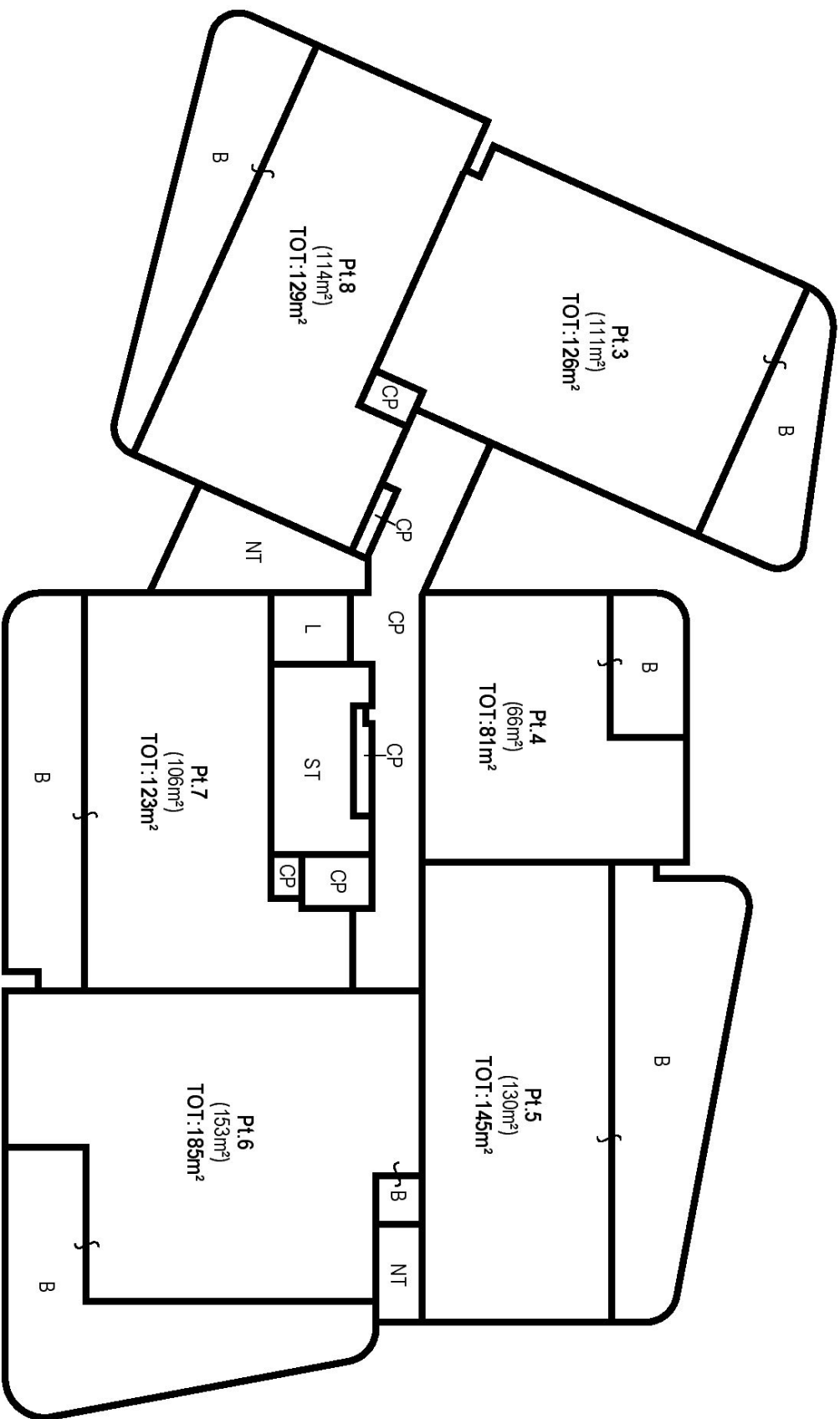
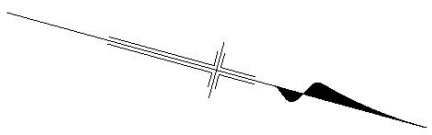
Surveyor:  
 ELIZABETH ANDERSON  
 Date of Survey: 21/06/2021  
 Surveyor's Ref: 7666

PLAN OF SUBDIVISION OF LOT 1 IN DP1272750

L.G.A.: PENRITH  
 Locality: JORDAN SPRINGS  
 Reduction Ratio: 1:200  
 Lengths are in metres.

REGISTERED  
 16/09/2021


SP102994

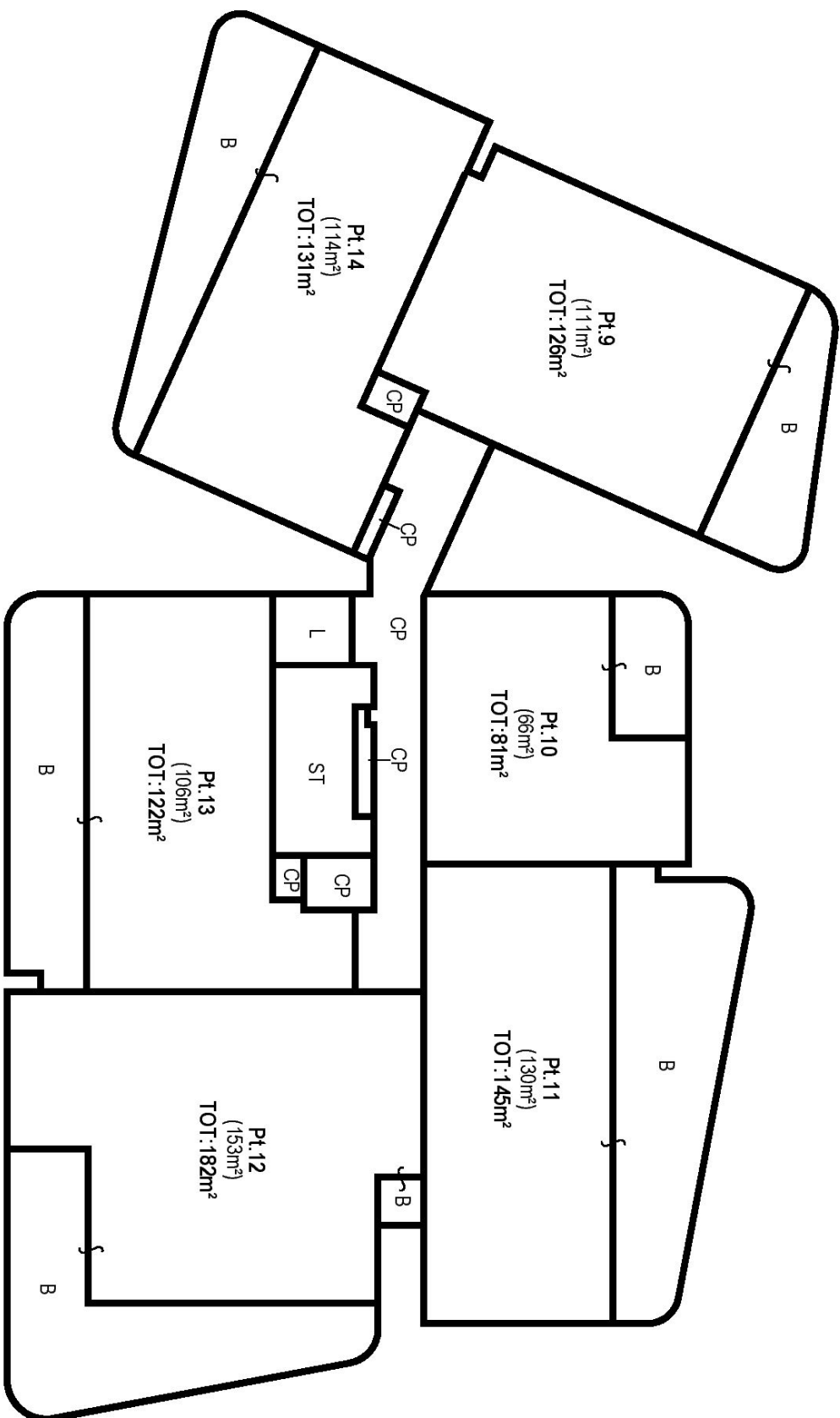
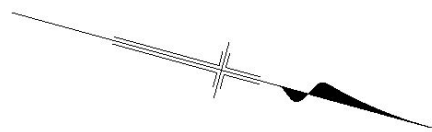


**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 1**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)


Surveyor: ELIZABETH ANDERSON Date of Survey: 21/06/2021 Surveyor's Ref: 7666	PLAN OF SUBDIVISION OF LOT 1 IN DP1272750	L.G.A.: PENRITH Locality: JORDAN SPRINGS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  16/09/2021	SP102994
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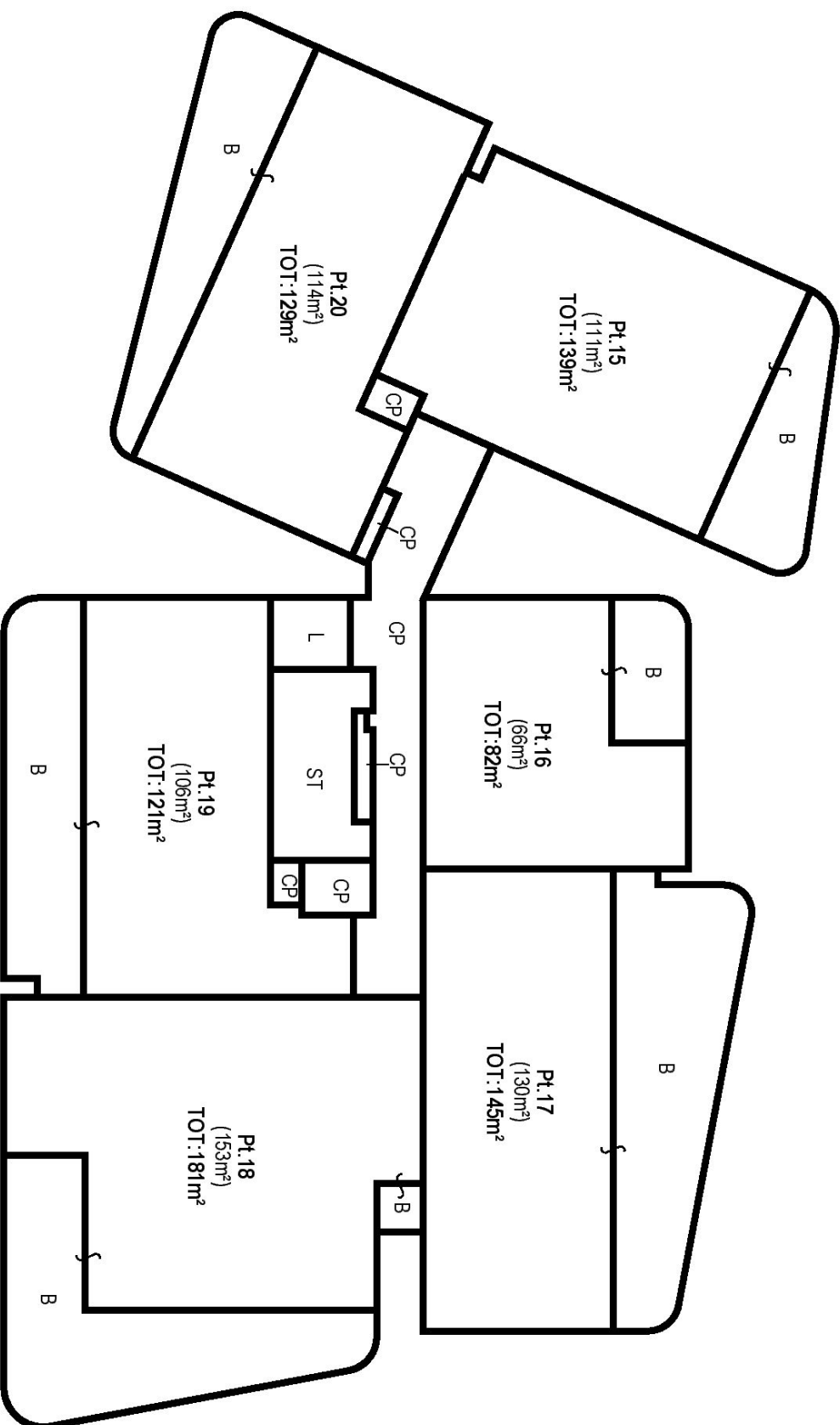
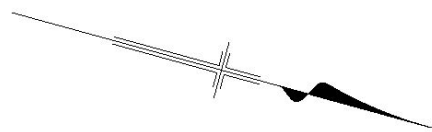


**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 2**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)


Surveyor: <b>ELIZABETH ANDERSON</b> Date of Survey: 21/06/2021 Surveyor's Ref: 7666	<b>PLAN OF SUBDIVISION OF LOT 1 IN DP1272750</b>	L.G.A.: PENRITH Locality: JORDAN SPRINGS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  16/09/2021	<b>SP102994</b>
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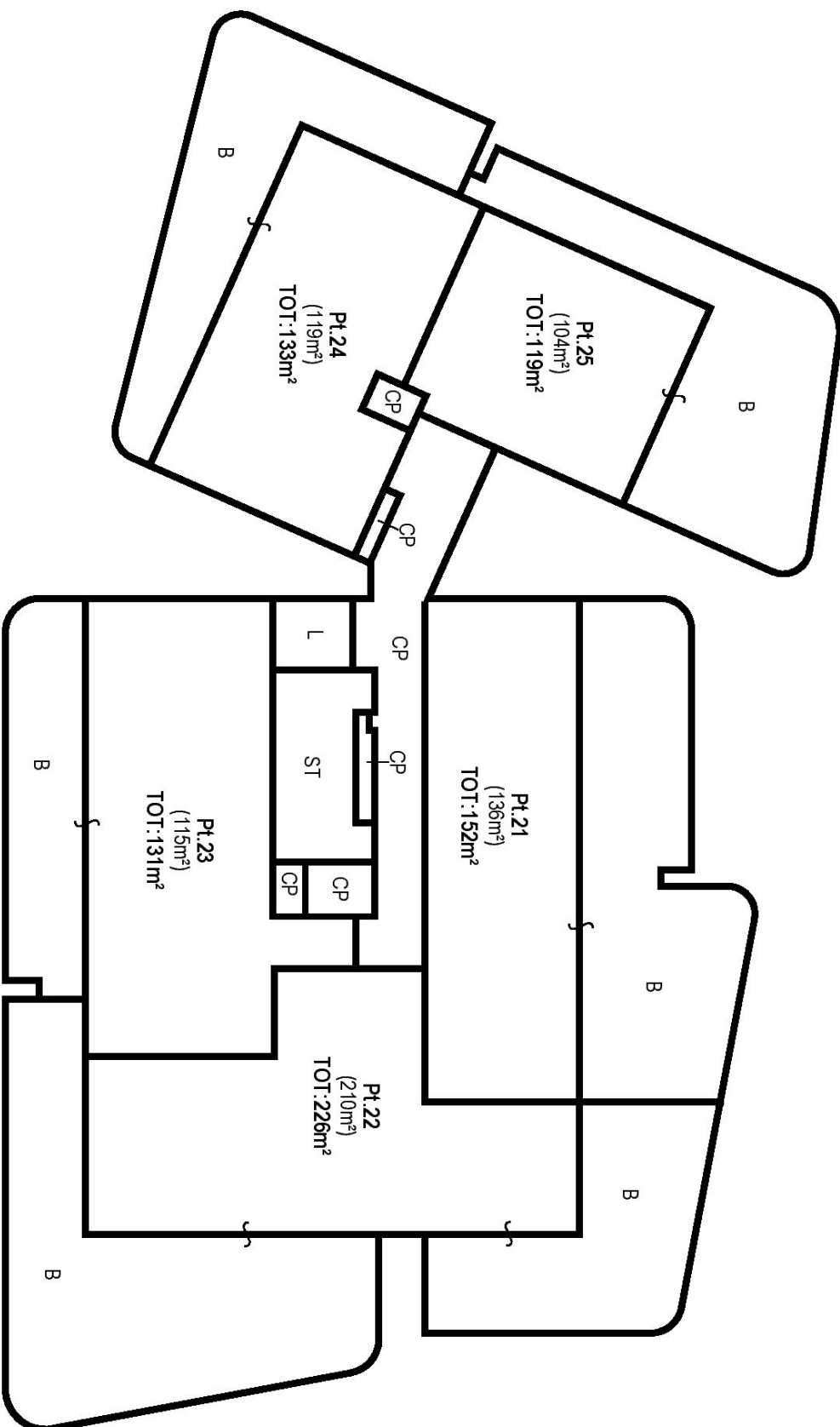
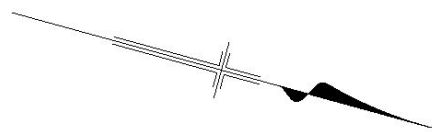


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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 3**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

Surveyor: ELIZABETH ANDERSON Date of Survey: 21/06/2021 Surveyor's Ref: 7666	PLAN OF SUBDIVISION OF LOT 1 IN DP1272750	L.G.A.: PENRITH Locality: JORDAN SPRINGS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  16/09/2021	SP102994
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**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 4**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

Surveyor:

ELIZABETH ANDERSON

Date of Survey: 21/06/2021

Surveyor's Ref: 7666

PLAN OF SUBDIVISION OF LOT 1 IN DP 1272750

L.G.A.: PENRITH

Locality: JORDAN SPRINGS

Reduction Ratio: 1:200


Lengths are in metres.

REGISTERED




16/09/2021

**SP102994**

<b>SP FORM 3.01</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheets
Office Use Only	Office Use Only	
Registered:  16/09/2021	<b>SP102994</b>	
<b>PLAN OF SUBDIVISION OF LOT 1 IN DP1272750</b>	LGA: PENRITH Locality: JORDAN SPRINGS Parish: LONDONDERRY County: CUMBERLAND	
This is a <b>FREEHOLD</b> Strata Scheme		
Address for Service of Documents  1 Caribbean Promenade JORDAN SPRINGS NSW 2747  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>- Keeping of animals: Option *A/*B-</del> <del>- Smoke penetration: Option *A/*B-</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I, ELIZABETH ANDERSON of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. <del>*The building encroaches on:</del> <del>*(a) a public place</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</del>  Signature: <u>E. Anderson</u> Date: 21/06/2021 Surveyor ID: SU008921 Surveyor's Reference: 7666 ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;"><b>Strata Certificate (Registered Certifier)</b></p> I, <u>ANDREW SYMONDS</u> being an Registered Certifier, accreditation number <u>BDC 1837</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> <del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del> <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ ..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: <u>16600</u> Relevant Planning Approval No.: <u>CDC 16495</u> issued by: <u>ANDREW SYMONDS</u> Signature: <u>A Symonds</u> Date: <u>10 SEPTEMBER 2021</u> ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		



SP FORM 3.07 (2019)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
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Office Use Only  Registered:  16/09/2021	Office Use Only  <h1 style="margin: 0;">SP102994</h1>
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**VALUER'S CERTIFICATE**

I, Timothy James Elliott of Strata Valuation Certificates, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, by virtue of having membership with;  
 Professional body: Australian Valuers Institute.  
 Class of membership: Certified Practising Valuer.  
 Membership No: 3078.


certify that the unit entitlements shown in the schedule herewith are apportioned on the 22<sup>nd</sup> June 2021 (being the valuation day) in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:  ..... Date 22<sup>nd</sup> June 2021.

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	ENTITLEMENT	LOT	ENTITLEMENT
1	21	13	20
2	21	14	21
3	21	15	21
4	18	16	15
5	19	17	20
6	23	18	23
7	20	19	20
8	21	20	21
9	21	21	20
10	15	22	21
11	19	23	21
12	23	24	20
-	-	25	15
<b><u>TOTAL</u></b>			<b><u>500</u></b>

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 4 sheets
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Office Use Only	Office Use Only
Registered:  16/09/2021	<b>SP102994</b>

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


- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**ADDRESS SCHEDULE  
No 1 CARIBBEAN PROMENADE JORDAN SPRINGS**

LOT No.	SUB ADDRESS	LOT No.	SUB ADDRESS
1	G01	14	206
2	G02	15	301
3	101	16	302
4	102	17	303
5	103	18	304
6	104	19	305
7	105	20	306
8	106	21	401
9	201	22	402
10	202	23	403
11	203	24	404
12	204	25	405
13	205		

CP – No 1 CARIBBEAN PROMENADE JORDAN SPRINGS

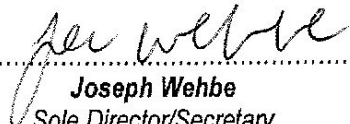
**THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT**

Office Use Only	Office Use Only
Registered:  16/09/2021	<b>SP102994</b>

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

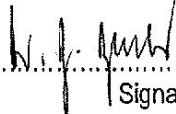
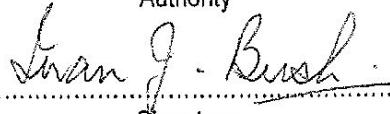
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by )  
Blue Sox Developments Pty Ltd )  
ACN 142 861 149 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
**Joseph Wehbe**  
Sole Director/Secretary

**Consent of Mortgagee**

EXECUTED by )  
A.J Bush & Sons (Retail) Pty Ltd )  
ACN 000 320 392 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Signature  
Alfred John Bush  
.....  
Name  
Director  
.....  
Authority  
  
.....  
Signature  
Ivan Jeffrey Bush  
.....  
Name  
Director  
.....  
Authority

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

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Property No: 803802  
Your Reference: 08067-#88774162#  
Contact No.

Issue Date: 08 October 2021  
Certificate No: 21/05560

Issued to: Infotrack  
D X 578  
SYDNEY

PRECINCT 030

**DESCRIPTION OF LAND**

**County:** CUMBERLAND **Parish:** LONDONDERRY

**Location:** 2/1 Caribbean Promenade JORDAN SPRINGS NSW 2747  
**Land Description:** Lot 2 DP 1272750

**- PART 1 PRESCRIBED MATTERS –**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

***1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:***

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

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

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

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

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

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

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

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

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State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

State Environmental Planning Policy (State Significant Precincts) 2005.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

State Environmental Planning Policy (Infrastructure) 2007.

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

State Environmental Planning Policy (Affordable Rental Housing) 2009.

State Environmental Planning Policy (State and Regional Development) 2011.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

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

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

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

***1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:***

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

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

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing) 2021 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

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

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

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

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

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

Draft State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies to the land.

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

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Draft State Environmental Planning Policy (State and Regional Development) 2011 applies to the land.

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

Penrith Development Control Plan 2014 applies to the land.

**2 ZONING AND LAND USE UNDER RELEVANT LEPs**

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

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

*(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)*

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

*2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:*

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

*2(f) whether the land includes or comprises critical habitat:*

(Information is provided in this section only if the land includes or comprises critical habitat.)

*2(g) whether the land is in a conservation area (however described):*

(Information is provided in this section only if the land is in a conservation area (however described).)

*2(h) whether an item of environmental heritage (however described) is situated on the land:*

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

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

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**2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY  
(SYDNEY REGION GROWTH CENTRES) 2006**

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

**3 COMPLYING DEVELOPMENT**

***HOUSING CODE***

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

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

***RURAL HOUSING CODE***

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

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

***LOW RISE HOUSING DIVERSITY CODE***

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

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

***GREENFIELD HOUSING CODE***

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

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



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

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***HOUSING ALTERATIONS CODE***

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

***GENERAL DEVELOPMENT CODE***

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

***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

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

***SUBDIVISIONS CODE***

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

***DEMOLITION CODE***

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

***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

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

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

***FIRE SAFETY CODE***

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

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

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

**4 COASTAL PROTECTION**

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

**5 MINE SUBSIDENCE**

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

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

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**6 ROAD WIDENING AND ROAD REALIGNMENT**

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

**(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

**(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) This land has not been identified as being below the adopted flood planning level (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre). Development on the land or part of the land (if such development is permissible on the land) is not generally subject to flood related development controls. However, Council reserve the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has been identified as being above the Probable Maximum Flood level (not including land or part of the land below the overland flow flood planning levels). Development on the land or part of the land (if such development is permissible on the land) is not subject to flood related development controls.

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

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**8 LAND RESERVED FOR ACQUISITION**

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

**9 CONTRIBUTIONS PLANS**

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

**9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

**10 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

**10A NATIVE VEGETATION CLEARING SET ASIDES**

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

**11 BUSH FIRE PRONE LAND**

The land is not identified as bush fire prone land according to Council records.

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

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**12 PROPERTY VEGETATION PLANS**

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

**13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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

**14 DIRECTIONS UNDER PART 3A**

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

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

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

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

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

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**18 PAPER SUBDIVISION INFORMATION**

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

**19 SITE VERIFICATION CERTIFICATES**

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

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

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

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

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

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

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

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**20 LOOSE FILL ASBESTOS INSULATION**

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

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

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

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

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

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act,1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Warwick Winn**  
General Manager

per



**Please note:**

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

# Attachment

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

### 1 Name of plan

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

### 2 Aims of plan

This plan aims to:

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

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

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

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

### 3 Land to which plan applies

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

### 4 Relationship to other environmental planning instruments

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

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

## 5 Definitions

- (1) In this plan:

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

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

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

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

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

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

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

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

## 6 Dwelling houses require development consent

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

## 7. Miscellaneous development that requires development consent

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



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

## 8 Subdivisions require development consent

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

## Schedule 1 Amendment of Penrith Planning Scheme Ordinance

(Clause 4 (2) (a))

- [1] **Clause 4 Interpretation**  
Omit the definition of *Country dwelling*.
- [2] **Clause 26 Erection or use of buildings or works**  
Omit “country dwellings;” from Column III for Zone No 1 of the Table to the clause.
- [3] **Clause 26, Table**  
Omit “dwelling-houses other than country dwellings and rural dwellings;” from Column V for Zone No. 1.
- [4] **Clause 26, Table**  
Omit “Dwelling-houses other than semi-detached and terrace buildings.” from Column III for Zone No 2(a).
- [5] **Clause 26, Table**  
Omit “Residential buildings.” from Column III for Zone No 2 (b).
- [6] **Clause 26, Table**  
Omit “Dwelling-houses other than semi-detached or terrace buildings.” from Column III for Zone No 2 (c).
- [7] **Clause 26, Table**  
Omit “;dwelling-houses attached to and used in conjunction with shops” from Column III for Zone No 3 (c).
- [8] **Clause 26, Table**  
Omit “Purposes” from Column IV for Zone No 3(c).  
  
Insert instead “Buildings or other structures ordinarily associated with dwelling houses; changes of building use (as defined in the *Environmental Planning and Assessment Act 1979*); dwelling-houses attached to and used in conjunction with shops; demolition of buildings or other structures; land uses and premises”.
- [9] **Clause 26, Table**  
Insert “; structural or internal alterations to, or external building work in association with, commercial premises or refreshment rooms” after “roads” in Column IV for Zone No 3(c).
- [10] **Clause 38 Development in residential zones**  
Omit the clause.
- [11] **Clause 46 Variation of area required for country dwelling**  
Omit the clause.

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

(Clause 4 (2) (b))

### [1] Clause 9 Zone objectives and development control table

Omit from item (b) (i) **Without development consent** for Zone No 2 (f) in the Development Control Table:

- dwelling-houses

### [2] Clause 9, table

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 2 (f):

- buildings or other structures ordinarily associated with dwelling-houses
- demolition of buildings or other structures
- dwelling-houses

### [3] Clause 20 Development of land within Zone No 3 (a)

Insert “where the new use does not involve structural or internal alterations or external buildings works” after the words “or take away food shops”.

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

(Clause 4 (2) (c))

### [1] Clause 9 Zone objectives and development control table

Omit wherever occurring from item (b) (i) **Without development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e) in the Development Control Table:

- dwelling houses

### [2] Clause 9, table

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e):

- buildings or other structures ordinarily associated with dwelling houses
- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- dwelling houses
- internal structural work in bed and breakfast establishments

### [3] Clause 9, table

Insert in alphabetical order in item b (ii) **Only with development consent** for Zones Nos 2 (r) and 2 (r1);

- buildings or other structures ordinarily associated with dwelling houses
- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- structural or internal alterations to bed and breakfast establishments

### [4] Clause 9, table

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 3 (f):

- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- external building work associated with an existing land use carried out with consent
- structural or internal alterations to a building or other structure erected with consent or building approval

7 April 2022

**Infotrack Pty Limited**

**Reference number: 8001563639**

**Property address: Commercial 2 1A Caribbean Prom Jordan Springs NSW 2747**

## **Service location print is not available**

Unfortunately, we don't have a Service location print available for this property.

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

Yours sincerely



Greg Staveley  
Manager Business Customers

7 April 2022

**Infotrack Pty Limited**

**Reference number: 8001563660**

**Property address: Commercial 2 1A Caribbean Prom Jordan Springs NSW 2747**

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

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

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

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

Yours sincerely



Greg Staveley  
Manager Business Customers



Date: 7 September 2021

Ref: OC6A297A1

General Manager  
Penrith City Council  
PO Box 60, PENRITH NSW 2751

Dear Sir / Madam,

### Final Occupation Certificate

Lot 15, DP 1195110, 1 Caribbean Promenade, Jordan Springs NSW 2747

Construction Of A Mixed Use Development Containing 25 Units And Restaurants On Ground  
Floor Over Basement Car Parking

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We refer to our engagement in respect of the above and enclose the Final Occupation Certificate for such in accordance with the provisions of the Environmental Planning and Assessment Act 1979.

Should you require any further information please do not hesitate to contact the undersigned.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Steven Saad".

**Steven Saad**

**Principal**



Date: 7 September 2021

Ref: OC6A297A1

Blue Sox Developments P/L  
PO Box 495,  
Parramatta NSW 2124

Dear Sir/Madam,

### Final Occupation Certificate

Lot 15, DP 1195110, 1 Caribbean Promenade, Jordan Springs NSW 2747

Construction Of A Mixed Use Development Containing 25 Units And Restaurants On Ground  
Floor Over Basement Car Parking

---

Further to our engagement in respect of the above premises, please find the enclosed Final Occupation Certificate. A copy of all documentation has been forwarded to Council as required under the Environmental Planning and Assessment Act.

Should you require any further information please do not hesitate to contact the undersigned.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Steven Saad".

**Steven Saad**

**Principal**

# FINAL OCCUPATION CERTIFICATE

OC #   
 Date of Approval   
 Details of Property   
 Council Authority   
 Applicant

## Development Consent

Development Consent (DA)   
 DA Approval Date(s)   
 Certifying Authority

## Construction Approval

Construction Certificate(s)   
 CC Approval Date(s)   
 Certifying Authority

## Description of Development

Construction Of A Mixed Use Development Containing 25 Units And Restaurants On Ground Floor Over Basement Car Parking

Approval Extent   
 Building Solution

NCC Building Classification	Residential			Commercial									
	1a	1b		2	3	4	5	6	7	8	9a	9b	9c
	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
	10a	10b	10c	7a	7b	8	9a	9b	9c				
Cost of Works	<input type="text" value="\$6,954,500.00"/>												

## Scope of Approval

This Occupation Certificate relates to those works approved within the Development Consent and Construction Certificate(s) for the construction of the overall development.

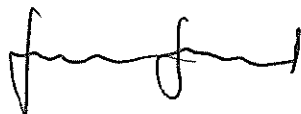
## Certifying Authority

Accreditation Details

## Statement

- A current Development Consent is in force;
- A current Construction Certificate has been issued with respect to the building plans & specifications;
- The Building is suitable for occupation or use in accordance with its classification under the Building Code of Australia;
- The health & safety of the occupants has been considered;
- A Fire Commissioner report has been considered;
- A Final Fire Safety Certificate has been issued for the building
- This Occupation Certificate is issued in accordance with Section 109 of the Environmental and Planning Assessment Act 1979

## Signature



Steven Saad - Accredited Certifier BPB-0794 (A1 - Unrestricted)

## Fire Safety Schedule

### Existing Fire Safety Measures

None

Fire Safety Measure	Installed	Performance Standard
Access Panels, Doors & Hoppers to Fire Resisting Shafts	Yes	BCA Clauses C3.13, C1.1 AS1530.4-2014 and Manufacturers Specifications
Automatic Fail Safe Devices	No	
Automatic Fire Detection & Alarm	Yes	BCA Clause E2.2, NSW Table E2.2a, Clauses 3, 4 and 6 of Specification E2.2a AS1670.1 – 2015, AS3786-1993, AS4428-1998 and AS/NZS 3013-2005, AS3000-2007 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Automatic Fire Suppression Systems	No	
Combined Fire Hydrant & Sprinkler System	No	
Emergency Evacuation Plan & Procedures	Yes	AS 3745-2010 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Emergency Lifts	No	
Emergency Lighting	Yes	BCA Clauses E4.2, E4.4 AS 2293.1 –2005
Exit Signs	Yes	BCA Clauses E4.5, NSW E4.6, E4.8 AS 2293.1 – 2005 and AS 2293.3-2005 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Fire Alarm Monitoring Communication Link	No	
Fire Control Centres & Rooms	No	
Fire Dampers	Yes	BCA Clause C3.15 AS1530.4-2014, AS1668.1-2015 and AS1682.1 & 2 -1990
Fire Doors	Yes	BCA Clauses C2.12, C3.4, C3.5, C3.8, C3.11, Specification C3.4 AS1905.1-2015 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Fire Hose Reel Systems	Yes	BCA Clause E1.4 AS2441-2005 and AS/NZS3500.1-2013
Fire Hydrant Systems	Yes	BCA Clause E1.3 AS2419.1 – 2005, AS2941-2013, AS/NZS 3013-2005 and AS/NZS 3500.1-2013 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Fire Protected Timber	No	
Fire Rated Lift Landing Doors	Yes	BCA Clause C3.10 AS1735.11-1986
Fire Seals - Electrical	Yes	BCA Clauses C3.15, C3.16, Specification C3.15 AS1530.4-2014 and AS4072.1 -2005, Manufacturers Specifications
Fire Seals - Hydraulic	Yes	BCA Clauses C3.15, Specification C3.15



		AS1530.4-2014 and AS4072.1 -2005, Manufacturers Specifications
Fire Shutters - Carpark	Yes	BCA Clauses C3.5, Specification C3.4 AS1905.2-2005 and AS1670.1-2015 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Fire Shutters - External Openings	No	
Fire Windows	No	
Floor, Wall & Ceiling Fire Hazard Properties	Yes	BCA Clause C1.10, Clause 3, 4, 6 & 7 of BCA Specification C1.10
Lightweight Construction	Yes	BCA Clauses C1.1, C1.8, C3.16 AS1530.4-2014 and Manufacturers specifications
Mechanical Air Handling Systems - Automatic Shutdown	No	
Mechanical Air Handling Systems - Carpark Ventilation System	Yes	BCA Clause E2.2, NSW Table E2.2a Clause 5.5 of AS/NZS1668.1-2015, AS4254.1-2012 and AS4254.2-2012
Mechanical Air Handling Systems - Exit Pressurisation	No	
Mechanical Air Handling Systems - Smoke Exhaust System	No	
Mechanical Air Handling Systems - Zone Smoke Control	No	
Paths of Travel	Yes	BCA Clause D1.6, D1.10 EP&A Regulations 2000
Perimeter Emergency Vehicle Access	No	
Portable Fire Extinguishers	Yes	BCA Clause E1.6, Table E1.6 AS2444 - 2001
Radiant Heat Attenuation Screens	No	
Safety Curtain In Proscenium Opening	No	
Sliding Fire Doors	No	
Smoke & Heat Vents	No	
Smoke And Heat Alarms	Yes	BCA Clause E2.2, Clause 3 of Specification E2.2a AS3786-2014
Smoke Curtains	No	
Smoke Dampers	No	
Smoke Doors	No	
Smoke Proof Walls	Yes	BCA Clause D2.4 and Specification C2.5 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Smoke Seals	Yes	AS1530.7-2007, AS1530.4-2014, AS6905-2007 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.
Solid Core Doors	No	
Sound System And Intercom System For Emergency Purposes	No	
Standby Power Systems	No	
Wall-Wetting Drenchers - External Openings	Yes	BCA Clause C3.4, Specification C3.4
Wall-Wetting Drenchers - Fire Shutter	No	
Warning & Operational Signs	Yes	BCA Clauses D3.6, D2.23, E3.3, E3.9, E3.10 Clause 183 of the E P and A Regulation 2000 Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.

<p>Performance Solution</p> <p>BCA Clause C2.6 - Vertical Separation of Openings in External Walls - To not provide vertical separation between lobby areas on each floor, in lieu of providing spandrels or horizontal projections.</p> <p>BCA Specification C1.1 - Fire Resisting Construction (Enclosure of Garbage Shafts) - To not enclose the base of the garbage chute shafts in fire rated construction as required by Clause 2.7 of BCA Specification C1.1, in lieu of fire rating the base of each garbage chute shaft (as a tested system does not exist).</p> <p>BCA Specification C1.1 - Fire Resisting Construction (Retail) - To reduce the FRLs of the building elements associated with the Class 6 areas to have an FRL of 2 hours on Level 1 (street level), in lieu of 3 hours.</p> <p>BCA Clause D1.2 - Number of Exits (Basement) - To have a single exit from the Basement Level, in lieu of 2 exits.</p> <p>BCA Clause D1.4 - Exit Travel Distances (Basement) - To have the travel distance to a single exit within the Basement Levels is up to 26 m, in lieu of 20 m.</p> <p>BCA Clause D1.4 - Exit Travel Distances (Residential) - To have the travel distance from the furthest unit entry door to a single exit of up to 9 m on Levels 2 to 5, in lieu of 6 m.</p> <p>BCA Clause D2.4 - Rising and descending stairs - To have rising stairs from the basement levels to connect with the descending stairs from the levels above, in lieu of having no direct connection between the rising and descending flight of a stairway at the level of egress.</p> <p>BCA Clause E1.3 - Fire hydrant booster assembly - To have the fire brigade booster assembly being located within the external wall of the building and is not technically provided with a compliant radiant heat protection, in lieu of complying with the requirements of AS 2419.1-2005.</p> <p>BCA Clause C2.6 - Vertical separation of openings in external walls - To vary the method of vertical separation provided to openings within the external walls of the building, whereby the horizontal projections do not satisfy the DtS provisions of the BCA.</p> <p>BCA Clause D1.7(b) - Travel via fire-isolated exits - To have the fire-isolated stairs discharge into a single fire-isolated passageway on Level 1 (i.e.</p>	<p>Yes</p>	<p>Fire Engineering Report No. 16236-R01, Issue No. 3, prepared by Innova Services dated 30/04/2021.</p>
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street level), in lieu of discharging into their own separate dedicated fire-isolated passageways. To have the fire-isolated exits discharge into a covered area on Level 1 (i.e. street level) which has an unobstructed clear height of 2.6 m, in lieu of complying with BCA Clause D1.7.

BCA Clause D1.6 - Dimensions of exits and paths of travel to exits - To have the doorway into the cold water pump room on basement 01, and the area adjacent to the doorway, comprise an unobstructed width of 600mm in lieu of being at least 1m.

To have part of the path of travel width within the grease arrestor room on basement 01 reduced to 700mm, in lieu of being at least 1m.

BCA Clause D1.6 - Dimensions of exits and paths of travel to exits - To have the unobstructed width of the stairway to the WC on ground floor reduced to 850mm, in lieu of being at least 1m. To have the unobstructed width of the stairway to the garbage room on ground floor reduced to 800mm, in lieu of being at least 1m.

BCA Clauses E1.3 - Fire hydrants - To locate the fire hydrant serving the roof terrace on a mid-landing within the fire-isolated exit, in lieu of the floor in which it is intended to serve.

BCA Specification C1.1 (Clause 3.1) - Fire resistance of building elements (AFS Rediwall) - To have parts of the external and non-load bearing internal walls of the building comprise of the AFS Rediwall system. The AFS Rediwall system consists of a permanent polymer formwork that does not satisfy the non-combustibility requirements of the BCA when tested to AS 1530.1.

Further, parts of the load bearing internal walls of the building will comprise of the AFS Rediwall system. Therefore, the walls will comprise of concrete with a permanent polymer formwork, in lieu of just concrete or masonry.

BCA Clauses F3.1 - Height of rooms and other spaces - To have part of the unobstructed ceiling height within parts of basement 01 reduced to 1.92m (worst case), in lieu of being at least 2.1m.

To have part of the unobstructed ceiling height within part of the fire hydrant pump room on basement 01 reduced to 2.05m, in lieu of being at least 2.1m.