

Stonecutters Ridge, Colebee, NSW

CONTRACT FOR SALE OF LAND

Off the Plan – Stage 4

Contract for the sale of land - 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	Name: Urban Land & Housing Group Limited Address: 514/5 Celebration Drive BELLA VISTA NSW 2153	Phone: 02 9672 6055 Fax: 02 9672 6099 Ref: Simon Hagarty
Vendor	Name: Medallist Golf Holdings Pty Limited Address: Level 12/1 Martin Place, SYDNEY NSW 2000	ACN 091 026 818
Vendor's and Project Manager's solicitor	Name: Kemp Strang Address: Level 17, 175 Pitt Street, SYDNEY NSW 2000 DX 605 SYDNEY	Phone: (02) 9225 2500 Fax: (02) 9225 2599 Ref: RM:JF:
Completion date	See condition 30	
Land (Address, plan details and title reference)	Proposed Lot _____ in the proposed subdivision of lot 105 in deposited plan 1127481 being Part of stage 4 of Stonecutters Ridge Development Part Folio Identifier: 105/1127481 <input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
Improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents <input checked="" type="checkbox"/> Other documents; see attached plans and 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"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> stove <input type="checkbox"/> built in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> TV antenna <input type="checkbox"/> other: _____	
Exclusions	Nil	
Purchaser	Name: _____ Address: _____	ACN _____ ABN _____
Guarantor		
Purchaser's solicitor	Name: _____ Address: _____	Phone: _____ Fax: _____ Ref: _____
Price	\$ _____	
Deposit	\$ _____ (10% of the price, unless otherwise stated)	
Balance	\$ _____	
Contract date	(if not stated, the date this contract was made)	

See Execution Page	GST AMOUNT (optional) The price includes GST of: \$ _____	Witness
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Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	Witness
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Tax information (the parties promise this is correct as far as each party is aware)

Vendor duty is payable	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes in full	<input type="checkbox"/> yes to an extent
Deposit can be used to pay vendor duty	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes	
Land Tax is adjustable	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes	
GST: Taxable supply	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> yes in full	<input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 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)

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

List Of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> property certificate for the land <input checked="" type="checkbox"/> plan of the land <input checked="" type="checkbox"/> unregistered plan of the land <input checked="" type="checkbox"/> plan of the land to be subdivided <input type="checkbox"/> document that is to be lodged with the relevant plan <input checked="" type="checkbox"/> section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input checked="" type="checkbox"/> section 149(5) information included in that certificate <input type="checkbox"/> sewerage connections diagram <input type="checkbox"/> sewer mains diagram <input checked="" type="checkbox"/> document that created or may have created an easement, profit a prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> section 88G certificate (positive covenant) <input type="checkbox"/> survey report <input type="checkbox"/> section 317A certificate (certificate of compliance) <input type="checkbox"/> building certificate given under <i>legislation</i> <input type="checkbox"/> insurance certificate (Home Building Act 1989) <input type="checkbox"/> brochure or note (Home Building Act 1989) <input type="checkbox"/> section 24 certificate (Swimming Pools Act 1992) <input type="checkbox"/> lease (with every relevant memorandum or variation) <input type="checkbox"/> other document relevant to tenancies <input type="checkbox"/> old system document <input type="checkbox"/> Crown tenure card <input type="checkbox"/> Crown purchase statement of account <input type="checkbox"/> Statutory declaration regarding <i>vendor duty</i> 	<ul style="list-style-type: none"> <input type="checkbox"/> property certificate for strata common property <input type="checkbox"/> plan creating strata common property <input type="checkbox"/> strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> strata development contract or statement <input type="checkbox"/> strata management statement <input type="checkbox"/> leasehold strata – lease of lot and common property <input type="checkbox"/> property certificate for neighbourhood property <input type="checkbox"/> plan creating neighbourhood property <input type="checkbox"/> neighbourhood development contract <input type="checkbox"/> neighbourhood management statement <input type="checkbox"/> property certificate for precinct property <input type="checkbox"/> plan creating precinct property <input type="checkbox"/> precinct development contract <input type="checkbox"/> precinct management statement <input type="checkbox"/> property certificate for community property <input type="checkbox"/> plan creating community property <input type="checkbox"/> community development contract <input type="checkbox"/> community management statement <input type="checkbox"/> document disclosing a change of by-laws <input type="checkbox"/> document disclosing a change in a development or management contract or statement <input type="checkbox"/> document disclosing a change in boundaries <input type="checkbox"/> certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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, licenses, notices, orders, proposals or rights of way involving

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County council	Infrastructure Planning & Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable 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 stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurances as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

**ADDITIONAL CLAUSES ANNEXED TO AND FORMING PART OF CONTRACT FOR THE
SALE OF LAND 2005 EDITION**

VENDOR: MEDALLIST GOLF HOLDINGS PTY LIMITED ACN 091 026 818

PURCHASER:

**PROPERTY: LOT IN THE PROPOSED SUBDIVISION OF LOT 105 IN DEPOSITED
PLAN 1127481 BEING PART OF STAGE 4 OF STONECUTTERS RIDGE
DEVELOPMENT**

30. DEFINITIONS

The following words have these meanings in the contract unless the contrary intention appears:

“Additional Agreements” means the additional agreements as defined in clause 35.2.

“Approved Deposit Bond Provider” means any of the following providers of deposit bonds:

- (a) QBE Insurance (Australia) Limited;
- (b) Vero Insurance Limited;
- (c) GE Capital Mortgage Insurance Corporation (Australia) Pty Limited;
and
- (d) Munich American Risk Partners.

“Authority” means any statutory, public, municipal, governmental (State or Federal), local or other authority or semi-governmental body of any kind including without limitation the Crown, a Minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose, a court and any officer or agent of the foregoing acting as such and includes Council.

“Bond” means a deposit guarantee bond from an Approved Deposit Bond Provider or bank guarantee;

“Claim” means any claim, allegation, demand, request, requisition, requirement, direction, right, action, suit, proceeding, application, legal action, verdict or judgment, cost, expense or liability of whatsoever kind or nature, and whether at law, or in equity, or arising under the provisions of any statute howsoever and whether for damages, costs, expenses or otherwise and whether for a liquidated or unliquidated sum.

“Completion Date” means the date which is the later of:

- (a) 14 days after the day on which the Vendor’s Notification is served;
and
- (b) 42 days after the date of this contract.

“Contamination” means a solid, liquid, gas, odour, temperature, sound, vibration, material, chemical, mineral, substance or radiation of substance, or any other physical matter over, on or in the property that makes or may make the property or any land, water or air around or near the property:

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

“**Council**” means Blacktown City Council and its successors.

“**Design Guidelines**” means the design guidelines as attached to this agreement as **Annexure C** as may be amended, varied or substitute from time to time.

“**Development Approval**” means the development approvals issued or to be issued by Council for the subdivision of the Project Site or part of the Project Site creating the Lot and any Development Works to be undertaken by the vendor and/or the Project Manager, together with any subsequently varied or amended approvals issued from time to time by Council (or any other Authority).

“**Development Works**” mean:

- (a) any form of building or construction work or work ancillary to or associated with building or construction work on the Project Site including, without limitation, the installation of Services; and
- (b) any form of demolition work, excavation work, civil works, earth work or landscaping work on the Project Site; and
- (c) any other forms of work which the Project Manager considers necessary or desirable; and
- (d) installing and attaching further services and structures on the Project Site (but not the Property) which are not disclosed in this contract; and
- (e) constructing additional facilities on the Project Site (but not the Property) which are not disclosed in this contract; and
- (f) installation of any infrastructure including cabling, guttering and related works on the Project Site;
- (g) the subdivision of land forming part of the Project Site; and
- (h) the dedication of land forming part of the Project Site; and
- (i) minor boundary adjustments within the Project Site.

“**Disclosure Material**” means the Draft Documents and the documents listed in and annexed to this contract as **Annexure E**.

“**Draft Documents**” means the Draft Instrument and Draft Plan as amended, varied or substituted as contemplated by this contract and, if any Additional Agreement has been served on the purchaser then Additional Agreement or agreements.

“**Draft Instrument**” means the draft section 88B Instrument attached as **Annexure B** (if any).

“**Draft Plan**” means the draft plan of subdivision of the land attached as **Annexure A**.

“Easements” means the various actual easements, rights of carriageway, covenants, restrictions as to user and leases existing in respect to the Project Site and/or the existing shown and detailed on the Draft Plan and/or any proposed easements, rights of carriageway, covenants, and restrictions as to user burdening or benefiting the lots in the Draft Plan, including the Property.

“Environment” means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism; and
- (e) natural or manmade or modified features or structures,

and includes ecosystems and all elements of the biosphere.

“Environmental Law” means all laws, regulations, orders, directions, notices, ordinances or requirements and all licences, approvals, consents, permissions or permits issued which regulate or has as its purpose, objective or effect the regulation, protection or enhancement of the Environment, land use, development, conservation, planning, health, toxic and hazardous substances, waste, disposal or pollution.

“Guarantor” mean jointly and severally the person(s) nominated as guarantors on the front page of this Contract and which person(s) have executed this Contract where provided.

“Liabilities” means any claims, demands, actions, proceedings, costs, expenses, losses or liabilities (including legal costs on a full indemnity basis), and **“Liability”** has a corresponding meaning.

“Lot” means a lot identified in the Draft Plan.

“LPMA” means the Land and Property Management Authority, Land and Property Information Division (NSW).

“Personal Information” has the meaning given to it under the Privacy Act 1988 (Cth).

“Plan” means the plan of subdivision as registered in substantially the form set out in the Draft Plan.

“Prohibited Entity” means any person or entity which:

- (a) is a “terrorist organisation” as defined in Part 5.3 of the *Criminal Code Act 1995* (Cth);
- (b) has a connection with any country or named individual or entity which is subject to international sanctions or is associated with terrorism including any person or entity listed by the Minister of Foreign Affairs in the Government Gazette under Part 4 of the Charter of the *United Nations Act 1945* (Cth) (as at the date of this contract a consolidated list is available from the website of the Australian Department of Foreign Affairs and Trade); or

- (c) any other person or entity on any other list of terrorist or terrorist organisations maintained by the Australian Department of Foreign Affairs and Trade or under any law.

“Project Manager” means Medallist Golf Holdings Pty Limited ACN 091 026 818 as trustee for Medallist Schofields Trust ABN 59 838 162 380.

“Project Manager’s Solicitor” means Kemp Strang Lawyers.

“Project Site” means the land identified in Item 1 of Schedule 1.

“Property” means the property the subject of this sale.

“Registration” means registration of the Draft Documents at the LPMA.

“Related Body Corporate” has the same meaning as given to it under the Corporations Act.

“Replacement Documents” means the documents replacing the Draft Documents in accordance with clause 36.

“Requisition” means any objection, requisition, Claim for compensation, any action to delay completion, rescind or terminate this contract.

“Services” include:

- (a) the supply of water, gas, electricity; and
- (b) the provision of sewerage and drainage.

“Service Providers” mean Council, any Authority and any company in the business of supplying Services to the public.

“Sunset Date” means the date specified in Item 2 of Schedule 1.

“Trust” means Medallist Schofields Trust (ABN 59 838 162 381).

“Trustee” means Medallist Golf Holdings Pty Limited ACN 091 026 818.

“Vendor’s Notification” means the notice in writing provided to the purchaser or the purchaser’s solicitors advising of Registration.

31. INTERPRETATION

The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate, an unincorporated body and conversely;
- (e) a clause refers to a clause of the standard printed form of contract for the sale of land – 2005 edition or of these additional clauses;

- (f) a reference to any party to this contract or any other agreement or document includes that party's successors and permitted assigns;
- (g) headings are for convenience and do not affect the interpretation;
- (h) a reference to any agreement or document is a reference to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this contract;
- (i) a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (j) a reference to a right or obligation of any two or more persons confers that right and imposes that obligation, as the case may be, jointly and severally;
- (k) a reference to conduct includes any omission, statement or undertaking whether or not in writing;
- (l) "include" or "including" are not words of limitation; and
- (m) in the event of any inconsistency between these additional clauses and the clauses, these additional clauses shall prevail.

32. **AMENDMENTS TO THE 2005 CONTRACT FOR SALE OF LAND**

The vendor and the purchaser agree that the provisions of the printed form of contract are amended as follows:

- (a) Clause 1 –
 - (i) definition of "work order"- after "order" insert "in writing issued by a competent authority";
 - (ii) definition of "*settlement cheque*" - replace with:

"an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor, the Project Manager or the vendor's solicitor, some other cheque"
 - (iii) definition of "*depositholder*" is replaced with:

"vendor's solicitor"
- (b) Clause 2.9 - delete "credit union or permanent building society";
- (c) Clause 3 – deleted;
- (d) Clause 4.1 – replace with:

"The purchaser must serve the form of transfer within seven days after the date of this contract";
- (e) Clause 4.3 is deleted and replaced with:

"The purchaser may not:

- (i) serve a form of transfer where the purchaser is note that transferee; or
- (ii) direct the vendor to sign this form.”;
- (f) In clause 4.4, “benefited” is deleted and replaced with “or authority benefited and the land burdened.”
- (g) Clause 4.5 – deleted;
- (h) Clause 5.1 is replaced with:
“if it arises out of this contract – within seven days after the date of this contract.”;
- (i) Clause 5.2 is replaced with:
“if it arises out of anything served by the vendor or Project Manager on the purchaser – within seven days after the day of the service; and”;
- (j) Clause 5.3 – replace "a reasonable time" with "21 days after the date of this contract";
- (k) Clause 6.2 - deleted;
- (l) The first line of clause 7.1 is deleted and replaced with:
“The vendor can *rescind* (and need not establish reasonable grounds for doing so) if in the case of claims that are not claims for delay – “;
- (m) Clauses 7.1.1 - deleted and replaced with "*any amount is claimed*";
- (n) Clause 7.2 - deleted;
- (o) The first line of clause 10.1 is deleted and replaced with:
“The purchaser cannot make a claim or *requisition* or delay completion and *rescind* or *terminate* in respect of – “;
- (p) Clause 10.1.1 - insert "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act.";
- (q) Clause 10.1.8 and 10.1.9:
 - (i) replace "*substance*" with "*existence*"; and
 - (ii) replace "*disclosed*" with "*noted*"; and
 - (iii) insert the following at the end of clause 10.1:
“*For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction.*”
- (r) Clause 13.7 does not apply if the margin scheme is adopted;
- (s) Clause 14.2 is deleted and replaced with:

“The *parties* must make any necessary adjustment in accordance with clause 51 (“Adjustments”).”;

- (t) Clauses 14.5, 14.7 and 15 are deleted;
- (u) Clause 16.5 - delete "plus another 20% of that fee";
- (v) Clause 16.8 – deleted;
- (w) Clause 16.12 - delete all words after "NSW";
- (x) Clause 23.13 - delete "*at least 7 days*";
- (y) Clause 23.14 – deleted;
- (z) Clause 25.1.1 – delete the word “limited”;
- (aa) Clause 28 – deleted; and
- (bb) Clause 29 – deleted.

33. REGISTRATION

33.1 Completion

Completion of this contract is subject to and conditional on the vendor obtaining Registration. Completion of this contract must take place on or before the Completion Date.

33.2 Vendor’s Notification

Following Registration, the Project Manager or the Project Manager’s solicitor will serve the Vendor’s Notification.

33.3 Sunset Date

Subject to clause 33.4, if Registration is not effected on or before the Sunset Date , then any party (except a guarantor) may rescind the contract by written notice to the other parties. However, a party may not rescind after the Vendor’s Notification has been served on the purchaser whether before or after the Sunset Date.

33.4 Extension by Vendor

Notwithstanding clause 33.3, the vendor (or the Project Manager) may extend the Sunset Date by the period of delay in Registration by serving a notice on the purchaser specifying the extension of Sunset Date where Registration has not been effected as a result of:

- (a) inclement weather or resulting conditions;
- (b) any civil commotion, combination of workmen strikes or lock-outs;
- (c) any delay by an Authority in the approval or registration of any plans or documents contemplated under this contract; or
- (d) any matter or thing beyond the control of the vendor.

34. PLAN

34.1 Registration of Plan

The vendor undertakes to use all reasonable endeavours and do all such things and execute all such documents reasonably required to obtain the registration of the Plan generally as shown in the Draft Plan.

34.2 Disclosure

The vendor discloses that:

- (a) as at the date of this contract, the boundaries of the Property and the Project Site may not have been accurately defined or determined and the Draft Plan is subject to final survey;
- (b) the number or configuration of Lots in the Plan may vary from the number or configuration shown in the Draft Plan;
- (c) the boundaries of the Lots in the Plan may vary from the boundaries shown in the Draft Plan;
- (d) the vendor may carry out boundary adjustments between Lots in the Plan before and after completion; and
- (e) the vendor may be required to make amendments to the Plan to comply with conditions of consent imposed in the Development Approval and requirements of any Authority.

34.3 Alterations of Draft Plan

The vendor reserves the right to make such alterations and amendments to the Draft Plan which it deems necessary or desirable or as may be required by the Council or the LPMA or an Authority to obtain registration of the Plan. The purchaser will not be entitled to make any Requisition on account of any alterations, amendments, variations or discrepancies between the Draft Plan and the Plan including but not limited to:

- (a) any variation or discrepancy between the shape, size, position or dimensions of the Property; and/or
- (b) any variation or discrepancy between the shape, size, position or dimensions of the lots in the Plan (other than the Property); and/or
- (c) any alteration of lot numbers (including the lot number of the Property) or in the total number of lots; and/or
- (d) any other variation or discrepancy,

unless the Property is detrimentally affected to a substantial extent, in which case the purchaser will have a right to rescind this contract in the manner specified in clause 37.

35. EASEMENTS & ADDITIONAL AGREEMENTS

35.1 Easements

- (a) The purchaser acknowledges:

- (i) the existence of and the approximate location of the proposed (as known) or actual Easements shown on the Draft Plan and/or Draft Instrument or as otherwise disclosed in this contract which burden the Property and the Project Site; and
 - (ii) that the Draft Plan, Draft Instrument and disclosures made in this contract may not, as at the date of this contract, detail all of the Easements or all of their terms which may be considered necessary or desirable by the vendor or required by the Council or any Authority;
 - (iii) that the Development Approval may impose certain terms or conditions in respect to the Property; and
 - (iv) that the vendor may change the location of the site of the Easements as shown in the Draft Plan and/or Draft Instrument.
- (b) The purchaser further acknowledges that the vendor will be entitled (but not obliged) to register Easements which the vendor desires or the Council or an Authority requires as a condition of the Development Approval or otherwise required by any such Authority.
 - (c) The purchaser will not be entitled to make any Requisition by reason of the recording of the terms of the Easements noted on the Draft Plan or the Draft Instrument or as referred to in this clause 35.1.

35.2 Additional Agreements

- (a) The purchaser acknowledges that as at the date of this contract not all:
 - (i) Easements have been created or finalised;
 - (ii) agreements and arrangements have been entered into or finalised; and
 - (iii) rights and privileges have been granted,
 which may be considered necessary or desirable by the vendor or required by the Council, or an Authority to create, enter into, amend, grant or dedicate prior to completion ("**Additional Agreements**").
- (b) The vendor may, at any time prior to Completion, serve notice in writing on the purchaser providing details of or copies of the Additional Agreements.
- (c) If the vendor creates or enters into, amends, grants or dedicates any Additional Agreements in favour of or to or with any Authorities, Service Providers or such other persons as the vendor, the Council or the LPMA or an Authority may consider necessary or desirable and such Additional Agreements affect (including in a way that is detrimental to a substantial extent) the Property or any lot in the Draft Plan, the purchaser will not be entitled to make any Requisition otherwise than as permitted under this contract.

35.3 Purchaser's Right to Rescind

- (a) If the Property is detrimentally affected to a substantial extent by:

- (i) the Additional Agreements; or
- (ii) the inclusion of or amendment to the Easements as registered are other than as disclosed in the Draft Plan or Draft Instrument,

the purchaser will have a right to rescind this contract in the manner specified in clause 37.

- (b) For the avoidance of doubt, the following matters are deemed not to detrimentally affect the Property to a substantial extent, and will not give the purchaser rights to rescind under this contract:
 - (i) the requirement for a lease to any electricity authority for any substation located or to be located on the Property; or
 - (ii) the requirement for installation and/or Easements of additional or relocated essential services provided such services are located within close proximity to the boundary of the Property or within building set-back areas or within designated landscaping areas or parking and access ways; or
 - (iii) any bus stop or other mode of transport, resting area or stop being located near or adjacent to the Property; or
 - (iv) the existence of vegetation or trees on or around the Property.

36. REPLACEMENT OF DRAFT DOCUMENTS

- (a) The vendor may at any time prior to Registration notify the purchaser in writing that the vendor wishes to replace any Draft Document with a Replacement Document, a copy of which will be provided by the vendor with such notice.
- (b) The existing Draft Documents will on and from the date of notice be taken to be replaced by the Replacement Documents which will then be deemed to be the Draft Documents attached to this contract.
- (c) The purchaser will not be entitled to make any Requisition otherwise than as permitted under this contract because of any alterations, additions, differences or amendments between the Draft Documents and the Replacement Documents, provided however that if the alterations, additions, differences or amendments detrimentally affect the Property to a substantial extent, the purchaser will have a right to rescind this contract in the manner specified in clause 37.

37. RESCISSION

37.1 Rescission

Any right of rescission that the purchaser may have:

- (a) pursuant to clauses 34.3 and 35.3(a)(ii) may be exercised within seven (7) days of service of the Vendor's Notification; or
- (b) pursuant to clauses 35.3(a)(i) and 36(c) may be exercised within fourteen (14) days of service of the Additional Agreements or

Replacement Documents or within seven (7) days of service of the Vendor's Notification, whichever is the earlier,

in which respect, time will be of the essence, and after the expiry of the relevant period, the purchaser will not be entitled to exercise any right of rescission but will be deemed to have accepted the Registration, the Additional Agreements or the Replacement Documents, as the case may be, and the vendor will be regarded as having complied with all its obligations under this contract. Should the purchaser elect to rescind this contract by notice in writing to the vendor's solicitors within the relevant period, but not otherwise, then the provisions of standard condition 19 of this contract will apply.

37.2 Limitation

Notwithstanding any other provision of this contract, the purchaser agrees that the right of rescission as specified in clauses 34.3, 35.3(a)(i), 35.3(a)(ii) and 36(c) is the only remedy available and the vendor will not be liable to the purchaser for any damages, or other Claims whatsoever in respect to any such rescission.

38. DEVELOPMENT APPROVALS

38.1 Development Approvals

The vendor discloses and the purchaser acknowledges and agrees that:

- (a) as at the date of this contract, the Development Approval for the subdivision of the Property or for any Development Work to be effected on the Property is Development Determination No 11-95, a copy of which is attached to this contract as **Annexure F**; and
- (b) Development Approval may affect the Property and the purchaser confirms that the purchaser will not make any Claim against the vendor regarding any Development Approval for or affecting the Property.

38.2 Application to vary the Development Approvals

The vendor discloses that the Project Manager may, but is not obliged to:

- (a) make an application to vary any Development Approvals under section 96 of the *Environmental Planning and Assessment Act 1979* (NSW); or
- (b) make an application to vary or modify a Development Approvals; or
- (c) make a further, subsequent or additional application relating to part or the whole of the Project Site; or
- (d) carry out Development Works that differ from the development described in any Development Approvals or contemplated for the Property.

39. SERVICES

39.1 Fences

The purchaser acknowledges and agrees that the:

- (a) purchaser will be responsible for all costs and contributions associated with any application made under the *Dividing Fence Act*

1991 and the vendor will not be liable in respect of any such application nor any other costs relating to dividing fences; and

- (b) purchaser indemnifies the vendor against any contribution required to be made by the vendor in relation to the cost of any dividing fence; and
- (c) vendor is not and will not be liable or responsible for erecting any fencing in respect of the Property.

39.2 Recycled Water

The vendor discloses that as at the date of this contract the Project Manager has been informed by Sydney Water that recycled water will not be supplied to the Property.

39.3 Electrical Works

- (a) The vendor discloses that the vendor may, at anytime, carry out electrical work on the Project Site.
- (b) As at the date of this contract, the proposed electrical works are shown in the electrical works plan attached to the contract as part of the Disclosure Materials.
- (c) The vendor reserves the right to make such alterations and amendments to the electrical works plan which it deems necessary or desirable or as may be required by an Authority. The purchaser will not be entitled to make any Requisition on account of any alterations, amendments, variations to the electrical works plan.

39.4 Proposed Water Service Diagram

- (a) The vendor discloses that the vendor may, at anytime, carry out water service work on the Project Site.
- (b) As at the date of this contract, the proposed water service works are shown in the water service diagram plan attached to the contract as part of the Disclosure Materials.
- (c) The vendor reserves the right to make such alterations and amendments to the water service diagram which it deems necessary or desirable or as may be required by an Authority. The purchaser will not be entitled to make any Requisition on account of any alterations, amendments, variations to the water service diagram.

39.5 Purchaser Enquiries

The purchaser must make and rely on its own enquiries with any relevant telecommunications provider (such as Telstra), Sydney Water and all other Service Providers in relation to the Services to be provided to the Project Site including but not limited to the timing of the supply of Services and any restrictions that may apply to use of the Services within the Project Site. The purchaser will not be entitled to any Requisition in respect of any matter disclosed in this clause 39 or otherwise in relation to Services or associated to or associated with the Project Site.

40. DEVELOPMENT WORKS

40.1 Carrying Out Works

The purchaser acknowledges that the vendor intends to carry out Development Works and may carry out those Development Works before and after completion.

40.2 Obligations of Vendor and Project Manager

If the vendor carries out Development Works after completion, the vendor will use reasonable endeavours to ensure that as little inconvenience as is reasonably possible is caused to the purchaser.

40.3 Selling and Leasing

The purchaser acknowledges and agrees that the vendor at any time may, before and after completion:

- (a) conduct selling and leasing activities on and about the Project Site;
- (b) place and maintain signs on and about the Project Site; and
- (c) place and maintain offices and other facilities for sales people on and about the Project Site.

40.4 No Claim

The purchaser must not make any Requisition in relation to the conduct or undertaking of Development Works, the selling and leasing activities or other activities referred to in clause 40.

41. ENVIRONMENTAL STATUS

41.1 No Warranties

The vendor makes no warranty that the Property is not contaminated or affected by Contamination, in a way which may affect the property or require remediation works to be carried out to the Property to render the property suitable for the use contemplated by the purchaser or any other usage.

41.2 Acceptance

- (a) The purchaser agrees and acknowledges that it accepts the Property in its present condition (with all defects latent and patent) including, the presence of any Contamination and will not make any Requisition in relation to any Contamination which may be or become apparent before or after completion of this contract.
- (b) On and from completion of this contract the purchaser releases the vendor from all Claims and Liabilities (whether present or future fixed or unascertained, actual or contingent) relating to any Contamination that may be found on, over, in or emanating from the Property existing on, over, in or emanating from the Property prior to completion of this contract or which emanates from the Property on or after completion.

42. DISCLOSURE MATERIAL

42.1 Disclosure

The purchaser acknowledges that the vendor has made available to the purchaser and the purchaser has inspected (or not inspected by its own election) the Disclosure Material.

42.2 Purchaser Warranties

The purchaser warrants that it has conducted all further investigations, inspections and inquiries of its own as it has deemed necessary or appropriate to verify or satisfy itself as to anything contained in the Disclosure Material.

42.3 Acknowledgments

The purchaser acknowledges that the vendor has not made and does not make any representation, warranty or statement:

- (a) as to the completeness or accuracy of the Disclosure Material;
- (b) that the Disclosure Material comprises all documents or information in the possession or control of the vendor in relation to or which may affect the Property or any adjoining or nearby properties.

42.4 No Requisitions etc

The purchaser will not be entitled to and will not make or take any Requisitions by reason of anything contained in the Disclosure Material, or by reason of any other matter referred to in this clause 42. This clause 42 will not affect such rights which the purchaser may have in respect of any breach by the vendor of any of the warranties implied under section 52A of the *Conveyancing Act 1919* and *Conveyancing (Sale of Land Regulation) 2005* Schedule 3 Part 1.

43. PURCHASER'S ACKNOWLEDGMENT

43.1 No Reliance of Representations

The purchaser warrants that, unless specifically provided otherwise in this contract, it has not entered into this contract in reliance on any express or implied statement, representation, promise or warranty, verbal or otherwise, made by or on behalf of the vendor in respect of any matter relating to the Property or which has or may have an affect on the Property, including but not limited to:

- (a) the neighbourhood in which the Property is located; or
- (b) the suitability of the Property for any use or proposed use; or
- (c) the rights and privileges relating to the Property; or
- (d) the development potential for the Property and all restrictions and prohibitions on its development; or
- (e) the Services available to the Property; or
- (f) any environmental issues or requirements or Contamination relating to the Property.

43.2 Inspection and Investigations

The purchaser acknowledges that:

- (a) the purchaser has inspected the Property;
- (b) the purchaser enters into this contract as a result of the purchaser's own enquiries and inspections;
- (c) the purchaser has not relied on any statement, representation or warranty by or on behalf of the vendor other than those as set out in this contract.
- (d) the Property is sold and is to be accepted by the purchaser in its present state of repair and condition and subject to any infestation or dilapidation including all latent and patent defects and faults; and
- (e) the purchaser will not make any Requisition in relation to any or all of these matters.

43.3 Without limiting the generality of clauses 43.1 or 43.2, if prior to the date of this contract the vendor or any person on behalf of the vendor furnishes to the purchaser any information, forecasts or feasibilities relating directly or indirectly to the purchase of the Property by the purchaser as an investment on any basis whatsoever the purchaser acknowledges and agrees that the purchaser has not relied upon such information forecasts or feasibilities in entering into this contract but is relying entirely on the purchaser's own enquiries relating to the purchase of the Property as an investment

44. INSOLVENCY ETC

44.1 Right to Rescind

The vendor may rescind this contract if the purchaser or any party (if more than one) constituting the purchaser being an individual:

- (a) dies;
- (b) becomes mentally ill; or
- (c) enters into a compromise, deed of assignment or deed of arrangement pursuant to Part X of the *Bankruptcy Act* with his/her creditors.

44.2 Right to Terminate

The vendor may terminate this contract if the purchaser or any party (if more than one) constituting the purchaser being a company,

- (a) has a receiver or receiver and manager appointed to that company whether by a creditor or a Court or otherwise; or
- (b) has a controller appointed to the company pursuant to Part 5.2 of the *Corporation Act 2001*; or
- (c) has an administrator appointed pursuant to Part 5.3A of the *Corporations Act 2001* or otherwise; or
- (d) is wound up by any means whether in insolvency or otherwise; or

- (e) is unable to pay its debts when they become due or is otherwise insolvent (as defined in the Corporations Act 2001).

44.3 Remedies

The vendor's right under this clause does not negate, limit or restrict any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included in this contract.

44.4 Timing

If the vendor elects to rescind or terminate this contract in accordance with this clause such rescission or termination is deemed to have occurred immediately prior to the happening of the event specified in whichever of clauses 44.1 and 44.2 of this clause apply.

45. PERSONAL INFORMATION

Each party who is an individual consents to his or her Personal Information being:

- (a) used by the vendor or Project Manager in connection with the vendor and Project Manager's business, including in connection with:
 - (i) the purchase, development and sale of land; and
 - (ii) the proposed sale of an interest in the Project Manager's business or the vendor's business; and
 - (iii) raising finance; and
 - (iv) internal reporting; and
 - (v) reporting to any Related Body Corporate, financier or adviser of the vendor; and
 - (vi) the management of this contract; and
 - (vii) any use specified in any privacy statement; and
- (b) disclosed by the vendor and Project Manager:
 - (i) if required or authorised by law; or
 - (ii) to any one or more of the following (located within and outside Australia):
 - (1) any Related Body Corporate, financier or advisor of the vendor or the Project Manager;
 - (2) any person in connection with a proposed sale of an interest in the Project Manager's business or the vendor's business, including the sale of the Property;
 - (3) any agent engaged by the vendor or the Project Manager and notified to the purchaser; or

(4) any contractor or service provider involved in the construction, finishing or management of the Property or the development of which it is part; or

(iii) if the party consents.

46. PROHIBITED ENTITY

The purchaser represents and warrants that as at the date of this contract and as at completion:

- (a) it is not a Prohibited Entity;
- (b) it is not owned or controlled by, and does not act on behalf of a Prohibited Entity;
- (c) no person who has any direct or indirect interest in the purchaser, including members, partners and other investors is a Prohibited Entity;
- (d) it is not in breach of any laws relating to Prohibited Entities including Part 4 of the *Charter of the United Nations Act 1945* (Cth) and Part 5.3 of the *Criminal Code Act 1995* (Cth).

47. LATE COMPLETION

47.1 Notice to Complete

If completion does not take place on or before 3.30pm on the Completion Date then either party may serve a notice in writing on the other party ("**notice to complete**") requiring completion to take place not less than 14 days after the date of service of the notice to complete. Following service of the notice to complete, time is deemed to be of the essence for the purposes of completion. For all purposes at law and in equity the parties acknowledge that 14 days is reasonable and sufficient notice within which to require completion.

47.2 Vendor's Legal Costs

The purchaser must pay \$275.00 (inclusive of GST) to compensate the vendor for additional legal costs and other expenses incurred by the vendor in relation to the service of the notice to complete. The vendor may refuse to complete the contract unless and until the purchase has paid this amount.

47.3 Right to withdraw

The vendor reserves the right to withdraw any notice to complete or to extend the period of notice in the notice to complete or to issue subsequent notices to complete, in its sole discretion.

47.4 No Waiver

The failure of the vendor to exercise its rights under a notice issued pursuant to this clause is not deemed to be a waiver of any of the vendor's rights.

48. INTEREST

Without limiting any other right of the vendor, if the purchaser does not complete by the Completion Date (not being due to any default by the vendor), the purchaser must pay interest on:

- (a) the balance of the price;
- (b) any other money payable on completion; and
- (c) half of the deposit,

at the rate of 12% per annum calculated on daily rests from and including the Completion Date up to and including the actual date of completion.

The interest payable under this clause is a genuine pre-estimate of the damage suffered by the vendor due to the purchaser's failure to complete on the Completion Date. This clause is an essential term of the contract.

49. DEPOSIT

49.1 Invest deposit

The vendor and purchaser agree and direct the depositholder to invest the deposit with a bank in Australia nominated by the vendor in an interest bearing account, provided the purchaser complies with special condition 49.2.

49.2 Purchaser to provide tax file number

The purchaser must within two (2) Business Days after the date of this Contract provide the depositholder with the purchaser's tax file number(s) and date of birth.

49.3 Entitlement to interest on deposit

On completion the vendor and purchaser are entitled to receive the interest earned on the deposit in equal shares (less any bank fees, charges and taxes) unless:

- (a) this Contract is rescinded by either party, or the purchaser terminates this Contract due to the vendor's default, then the purchaser is entitled to receive all interest earned on the deposit; or
- (b) the vendor terminates this Contract due to the purchaser's default then the vendor is entitled to receive all interest earned on the deposit.

49.4 Depositholder

For the purposes of this contract, the depositholder is the vendor's solicitor.

50. DEPOSIT BOND

50.1 Delivery of Bond

In lieu of the deposit under standard condition 2.1, the purchaser may give a Bond in favour or for the benefit of the vendor, to the Project Manager on or before the contract date.

The Bond must:

- (a) be in a form acceptable to the Project Manager, the vendor and the vendor's mortgagee (acting reasonably);
- (b) be provided by an Approved Deposit Bond Provider;
- (c) not expire earlier than three (3) months after the Sunset Date; and
- (d) be for an amount equal to 10% of the purchase price.

50.2 Payment of Deposit

The purchaser must pay the vendor by unendorsed bank cheque (or as the vendor may otherwise direct in writing) the amount specified in the Bond:

- (a) on completion; or
- (b) within five days after the vendor serves notice claiming forfeiture of the deposit.

50.3 Non-compliance

The vendor may call on the Bond if:

- (a) the purchaser does not comply with clause 50.2; or
- (b) the vendor is entitled to terminate this contract.

50.4 Sunset Date Extended

Within 21 days after being notified of an extension of the Sunset Date under clause 33.4, the purchaser must give the Project Manager a substitute Bond on the same terms as the Bond given under clause 50.1 except that the expiry date must be no earlier than three months after the extended Sunset Date.

50.5 Substitute Bond After Sunset Date

If:

- (a) completion has not taken place by the Sunset Date; and
- (b) this contract is not rescinded or terminated by any party within 14 days after that date,

then, within 21 days after the Sunset Date, the purchaser must give the Project Manager a substitute Bond on the same terms as the Bond given under clause 50.1 except that the expiry date must be no earlier than six months after the Sunset Date.

50.6 Acceptable Form

If a substitute Bond does not comply with clauses 50.4 or 50.5 (as the case may be), the purchaser must, within 14 days after the Project Manager notifies it, give the Project Manager an unendorsed bank cheque in favour of the vendor (or as the vendor may otherwise direct in writing) for the amount specified in the Bond given under clause 50.1.

50.7 Validity of Bond

The purchaser must ensure that any Bond delivered to the Project Manager under this clause 49.1 is valid and enforceable in accordance with its terms.

50.8 Essential terms

The purchaser's obligations under this clause 49.1 are essential and the vendor may terminate this contract in the event of a breach of those obligations.

51. ADJUSTMENTS

51.1 Adjustment Date

Notwithstanding standard condition 14, adjustments are to be made as at the earlier of:

- (a) the Completion Date;
- (b) the date the purchaser takes possession of the Property; and
- (c) the actual date of completion.

51.2 No Separate Assessments of Rates

Notwithstanding any other provision of this contract, if by the Completion Date a separate assessment for council rates or water rates has not been issued for the then current period in respect of the Property, the purchaser agrees that for the purposes of adjustment pursuant to this contract, adjustment will be made on the amounts specified in Items 1 and 2 of Schedule 2.

51.3 Paid Basis for Rates

Adjustments will be deemed to be paid and will be adjusted on a paid basis. The vendor will pay the current instalment due on or prior to or on completion and undertakes to pay any subsequent instalments when due for the adjusted period. There will be no readjustment of rates when separate assessments issue.

52. GST

The parties agree that the margin scheme will apply to the supply made under this contract and the purchaser acknowledges that it will not be entitled to an input tax credit for the acquisition of the property under this contract.

53. REQUISITIONS

53.1 Standard Requisitions

The purchaser may only make requisitions on title under standard condition 5 in the form of standard requisitions attached to this contract as **Annexure D**. The vendor does not have to reply to the purchaser's requisitions if the requisitions are not in the form described in this clause.

53.2 Claim for Compensation

Despite anything to the contrary in this contract, the parties expressly agree that any Claim for compensation is a requisition pursuant to standard condition 5.

54. DISCHARGE OF MORTGAGE & RIGHT TO CAVEAT

54.1 Discharges

- (a) The vendor will not be required to have any mortgage, writ or caveat registered on the title of the Property discharged or withdrawn prior to completion provided that on completion the vendor will hand to the purchaser a form of discharge of mortgage or writ or withdrawal of caveat (as the case may be) in registrable form in respect of any mortgage, writ or caveat so registered and will allow the purchaser a registration fee payable on any such discharge of mortgage or writ or withdrawal of caveat.

- (b) The vendor will not be required to hand to the purchaser a discharge of mortgage or writ or withdrawal of caveat lodged by or on behalf of the purchaser.

54.2 No Caveats

- (a) The purchaser must not lodge a caveat for notation on the certificate of title relating to the Project Site or the Property but the purchaser may after Registration lodge a caveat on the certificate of title relating to the Property.
- (b) In consideration for the rights granted under this contract, the purchaser irrevocably appoints the vendor and each person nominated by the vendor, as the purchaser's attorney to withdraw any caveat lodged on the title to the Project Site (or any part of it) or the Property in contravention of this clause 54.2.

54.3 Termination if Caveat Lodged

The vendor may terminate by notice in writing to the purchaser or the purchaser's solicitor, if the purchaser:

- (a) lodges a caveat on title for the Project Site (or any part of it) or the Property in contravention of clause 54.2; and
- (b) does not remove the caveat from the title for the Project Site (or any part of it) or the Property within 2 days after receiving written notice from the vendor to remove the caveat.

55. REAL ESTATE AGENT

The purchaser warrants to the vendor that it was not introduced to the Property by any real estate agent other than the vendor's agent (or agents) referred to on the front page of this contract (if any). If the purchaser is in breach of this warranty, the purchaser must indemnify and keep indemnified the vendor against any claim for commission by any agent or agents (other than any agent referred to on the front page of this contract) arising out of this sale. This clause does not merge on completion of this contract.

56. SEWERAGE SERVICE DIAGRAM

56.1 No Sewerage Diagram

The vendor discloses and the purchaser acknowledges that the property is not connected to sewer and accordingly there is no drainage diagram available in respect of the property. Annexed to the Contract is a letter dated 24 January 2011 from Sydney Water Corporation Limited advising that the property is not connected to sewer. Also annexed to the Contract is a sewer reference sheet. The purchaser is not to make any objection, requisition or claim for compensation in respect of any matter disclosed or referred to in this clause.

56.2 Proposed Sewerage Diagram

- (a) The vendor discloses that the vendor may, at anytime, carry out sewerage work on the Project Site.
- (b) As at the date of this contract, the proposed sewerage works are shown in the sewerage diagram attached to the contract as part of the Disclosure Materials.

- (c) The vendor reserves the right to make such alterations and amendments to the sewerage diagram which it deems necessary or desirable or as may be required by an Authority. The purchaser will not be entitled to make any Requisition on account of any alterations, amendments, variations to the sewerage diagram.

57. NOTICES

Despite standard condition 20.6, the service of any notice or document in connection with this contract on a party is deemed to have been received by that party or that party's solicitor:

- (a) where it is sent through the document exchange system on the day after it is placed in the document exchange system; or
- (b) where it is sent by facsimile transmission, on the day it is actually transmitted to that party or that party's solicitor, unless:
 - (i) the sender's machine indicates a malfunction in transmission service, in this case service is deemed not to have been effected; or
 - (ii) the recipient immediately notifies the sender of an incomplete transmission, in this case service is deemed not to have been effected; or
 - (iii) the transmission is not completed before 5.00pm (local time) on a normal business day, in this case service is deemed to have been effected at 9.00am on the next business day.

58. ALTERATIONS TO CONTRACT

Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding on the party and be deemed to have been authorised by that party. Any annexure added to this contract will form part of this contract as if same had been annexed at the time of execution.

59. TRUSTEE LIMITATION OF LIABILITY

59.1 Entry Into Contract

The parties acknowledge that the Trustee enters into this contract solely in its capacity as trustee of the Trust and not in its personal capacity.

59.2 Capacity

Subject to clause 59.4 of this contract, the Trustee will not in any circumstances be liable under this contract in its personal or private capacity but solely as trustee for the time being of the Trust.

59.3 Limitation of Liability

Notwithstanding any other provision of this contract (including any that is expressed to prevail over this clause), the parties agree that:

- (a) subject to sub-clause (b), the Trustee will not be liable to pay or satisfy any liability to the purchaser out of any assets out of which the

Trustee is not entitled to be indemnified and out of which the Trustee is actually indemnified in respect of any liability incurred by it as trustee of the Trust; and

- (b) a party may enforce its rights against the Trustee arising under this contract only to the extent of the amount that the Trustee is actually indemnified for the liability out of the assets of the Trust.

59.4 Application of clause

This clause 59 applies despite any other provision of this contract or any principle of equity or law to the contrary.

60. DESIGN GUIDELINES

60.1 Nature of Design Guidelines

The purchaser acknowledges that the Design Guidelines include important requirements about the appearance of the Project Site and the Property including but not limited to:

- (a) dwelling size, shape and setbacks;
- (b) building materials and colours; and
- (c) fencing and landscape requirements.

The parties acknowledge and agree that the vendor may add to, delete and otherwise vary or alter the Design Guidelines.

60.2 Registration of Design Guidelines

The vendor may, but is not obliged to, register the Design Guidelines at the LPMA or register a restriction on use or other deed or instrument with respect to the Design Guidelines or matters contained in the Design Guidelines, and the purchaser will not make any Requisition in respect of the Design Guidelines.

60.3 Obligations of the Purchaser

The purchaser must, unless otherwise approved in writing by the Project Manager:

- (a) only develop the Property in accordance with the Design Guidelines;
- (b) prior to lodging any development applications with Council, submit the development applications for the Property for approval by the Project Manager; and
- (c) at all times comply with the Design Guidelines.

60.4 Purchaser Acknowledgements

- (a) The purchaser acknowledges and agrees that:
 - (i) any breach of the purchaser's obligations under clause 60 may affect the development and value of other parts of the Project Site and may cause the Project Manager or the vendor (or both) to suffer loss or incur liability; and
 - (ii) the purchaser must comply with the purchaser's obligations under clause 60 and refrain from doing or

permitting any person to do, whether before, on or after completion, anything which amounts to a breach of or non-compliance with the purchaser's obligations under clause 60.

- (b) The purchaser indemnifies and keeps indemnified the vendor and the Project Manager against any and all Liabilities or Claims arising out of or in connection with any breach of or non-compliance with the purchaser's obligations under clause 60.
- (c) For as long as the Project Manager or vendor (or any of them) is an owner of any part of the Project Site, if the purchaser proposes to transfer or deal with its interest in the Property to another person, the purchaser must, before the transfer or dealing takes effect, ensure that a purchaser of the Property or third party taking an interest in the Property enters into a deed in a form acceptable to the Project Manager and the vendor (acting reasonably) pursuant to which the new purchaser or third party accepts the obligations in this clause 60 from the date it acquired the interest in the Property.

60.5 No merger

This clause 60 will not merge on completion of this contract.

61. GUARANTEE

61.1 Unconditional Guarantee

In consideration for the vendor entering into this contract at the request of the Guarantor, the Guarantor by execution of the contract:

- (a) expressly and unconditionally guarantees to the vendor and the Project Manager the due and punctual:
 - (i) payment by the purchaser to the vendor of the purchase price and of all moneys which are or may now or will at any time be or become owing or payable by the purchaser to the vendor under this contract; and
 - (ii) performance by the purchaser of all the purchaser's covenants and obligations under this contract; and
- (b) the Guarantor indemnifies and will keep indemnified the vendor and the Project Manager from and against all Claims and Liabilities which may be suffered or incurred by the vendor in consequence of or in relation to or arising out of any default or breach by the purchaser under any of the provisions of this contract.

61.2 Survival of Guarantee

- (a) This guarantee will be a continuing guarantee and will remain in full force and effect notwithstanding the liquidation of or the appointment of a receiver or a receiver and manager or a scheme manager or an administrator or a controller of the assets of the purchaser and will be irrevocable and will remain in full force and effect until the whole of the Purchase Price and all other moneys payable to the vendor under the terms of this contract will have been paid and satisfied in full and the discharge, extinguishment or postponement by liquidation, operation of laws, act of the parties or otherwise of the whole or any part of the indebtedness of the purchaser to the vendor under this contract will not impair or affect the liability of the Guarantor under this contract,

this guarantee or any of the covenants in this special condition merge on completion of this contract.

- (b) This guarantee and the liability of the Guarantor under this contract will not be affected, prejudiced or abrogated by the granting of time, credit or other indulgence or concession by the vendor to the purchaser or by any variation of or alteration of or modification to the terms of this contract whether with or without the consent of the Guarantor.

61.3 Assignment

The vendor and the Project Manager may assign or otherwise deal with its rights under this clause 61 in any way it considers appropriate. If the vendor or the Project Manager does this, the Guarantor may not make any Claim against any assignee (or any other party who has an interest in this guarantee and indemnity).

62. PAYMENT OF DEPOSIT BY INSTALMENTS

The purchaser must pay the full deposit of 10% of the price. The vendor's right to receive that full deposit accrues on the contract date. However, the vendor will accept payment in two instalments which the purchaser must pay as follows:

- (a) the first instalment being 5% of the purchase price, on the making of this contract; and
- (b) the second instalment being the balance of the 10% of the purchase price on the later of:
 - (i) the date for completion specified in this contract; and
 - (ii) the date for completion specified in a valid notice to complete.

If the purchaser fails to pay the deposit in accordance with this clause 62, then in addition to any other right the vendor or the Project Manager may have, the purchaser acknowledges that the Project Manager or the vendor may terminate this contract in accordance with standard condition 2.5.

SCHEDULE 1

Item 1

Project Site: The lots comprised in Deposited Plans 1127481

Item 2

Sunset Date: **30 June 2012** as extended in accordance with this contract.

SCHEDULE 2

RATES

Item 1 Council Rates:	\$1,100.00 per annum
Item 2 Water and Sewerage Rates:	\$250.00 per quarter

EXECUTION PAGE

Signed for and on behalf of)
MEDALLIST GOLF HOLDINGS PTY)
LIMITED ACN 091 026 818 by its)
Attorneys under power of attorney dated)
12 January 2012 Registered Book: 4626)
No 319:

Witness
Print Name:
Position Held:

Attorney
Print Name:
Position Held:

Attorney
Print Name:
Position Held:

EXECUTION BY THE PURCHASER (IF AN INDIVIDUAL)

SIGNED by) _____) in the presence of:)))))
..... Signature of witness	..... Signature Name:
..... Witness Name [Print Name and Address]	

SIGNED by) _____) in the presence of:)))))
..... Signature of witness	..... Signature Name:
..... Witness Name [Print Name and Address]	

OR

EXECUTION BY THE PURCHASER (IF A CORPORATION)

EXECUTED by)	
)	
_____)	
in accordance with section 127 of the	)	.....
Corporations Act:	)	Signature of director
)	
)
	)	Name of Director (block letters)
)	
)
	)	Signature of director/company secretary*
	)	* delete whichever is not applicable
)	
)
	)	Name of director/company secretary* (block
	)	letters)
	)	* delete whichever is not applicable

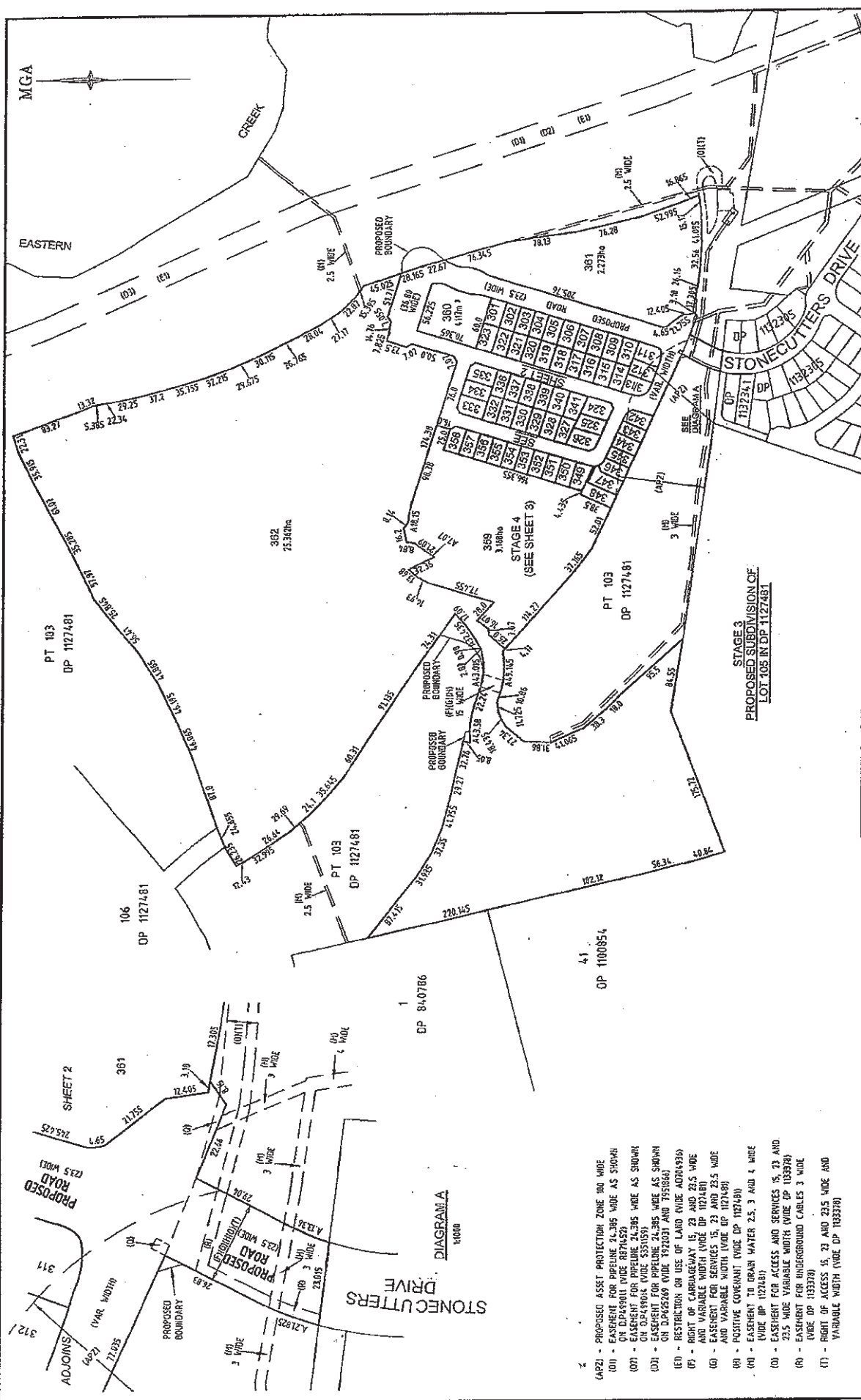
EXECUTION BY THE GUARANTOR(S) (IF APPLICABLE)

SIGNED SEALED AND DELIVERED by)	
)	
_____)	
in the presence of:)	
.....	
Signature of witness		Signature
		Name:
.....		
Witness Name [Print Name and Address]		

SIGNED SEALED AND DELIVERED by)	
)	
_____)	
in the presence of:)	
.....	
Signature of witness		Signature
		Name:
.....		
Witness Name [Print Name and Address]		

ANNEXURE A

DRAFT PLAN



ORIGINAL PLAN SIZE: A3 1:4000
 PROJECT NO: 28800
 JOB REFERENCE: 33500PS-A
 SHEET: 1 OF 3 SHEETS

CLIENT: MEDALIST GOLF HOLDINGS
 PLAN OF PROPOSED SUBDIVISION OF LOT 105
 IN DP 1127481 BEING STAGES 3 AND 4 OF
 'STONECUTTERS RIDGE DEVELOPMENT',
 COLEBEE
 LGA: BLACKTOWN

Registered Surveyor NSW
 19 Massey Street
 Gladesville NSW 2111
 PO BOX 400
 Gladesville NSW 1675
 PH: (02) 9879 6077
 FAX: (02) 9879 7145

LOCKLEY LAND TITLE SOLUTIONS

DATE OF SURVEY: 14-12-2010

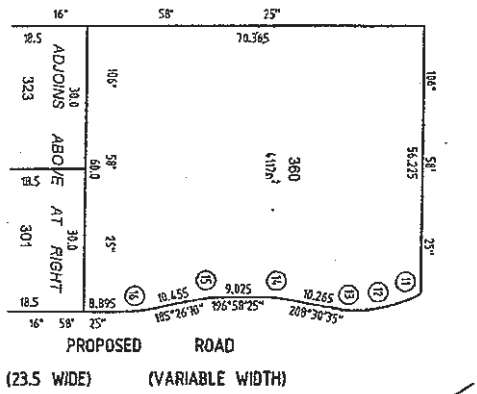
M. Maye
 Registered Surveyor NSW

AMDT	DATE	DESCRIPTION
A	23-03-2011	ASSET PROTECTION ZONE 100m WIDE ADDED

- 2
- (A) - PROPOSED ASSET PROTECTION ZONE 100 M WIDE
 - (B) - EASEMENT FOR PIPELINE 24,385 WIDE AS SHOWN ON DP149011 (WIDE 8874520)
 - (C) - EASEMENT FOR PIPELINE 24,385 WIDE AS SHOWN ON DP149014 (WIDE 5351059)
 - (D) - EASEMENT FOR PIPELINE 24,385 WIDE AS SHOWN ON DP149269 (WIDE 1922031 AND 755866)
 - (E) - RESTRICTION ON USE OF LAND (WIDE AD149336)
 - (F) - RIGHT OF CARRIAGEWAY 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH (WIDE DP 1127481)
 - (G) - EASEMENT FOR SERVICES 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH (WIDE DP 1127481)
 - (H) - POSITIVE COVENANT (WIDE DP 1127481)
 - (I) - EASEMENT TO DRAIN WATER 2.5, 3 AND 4 WIDE (WIDE DP 1127481)
 - (J) - EASEMENT FOR ACCESS AND SERVICES 15, 23 AND 23.5 WIDE VARIABLE WIDTH (WIDE DP 1127481)
 - (K) - EASEMENT FOR UNDERGROUND CABLES 3 WIDE (WIDE DP 1127481)
 - (L) - RIGHT OF ACCESS 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH (WIDE DP 1127481)

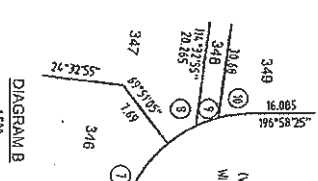
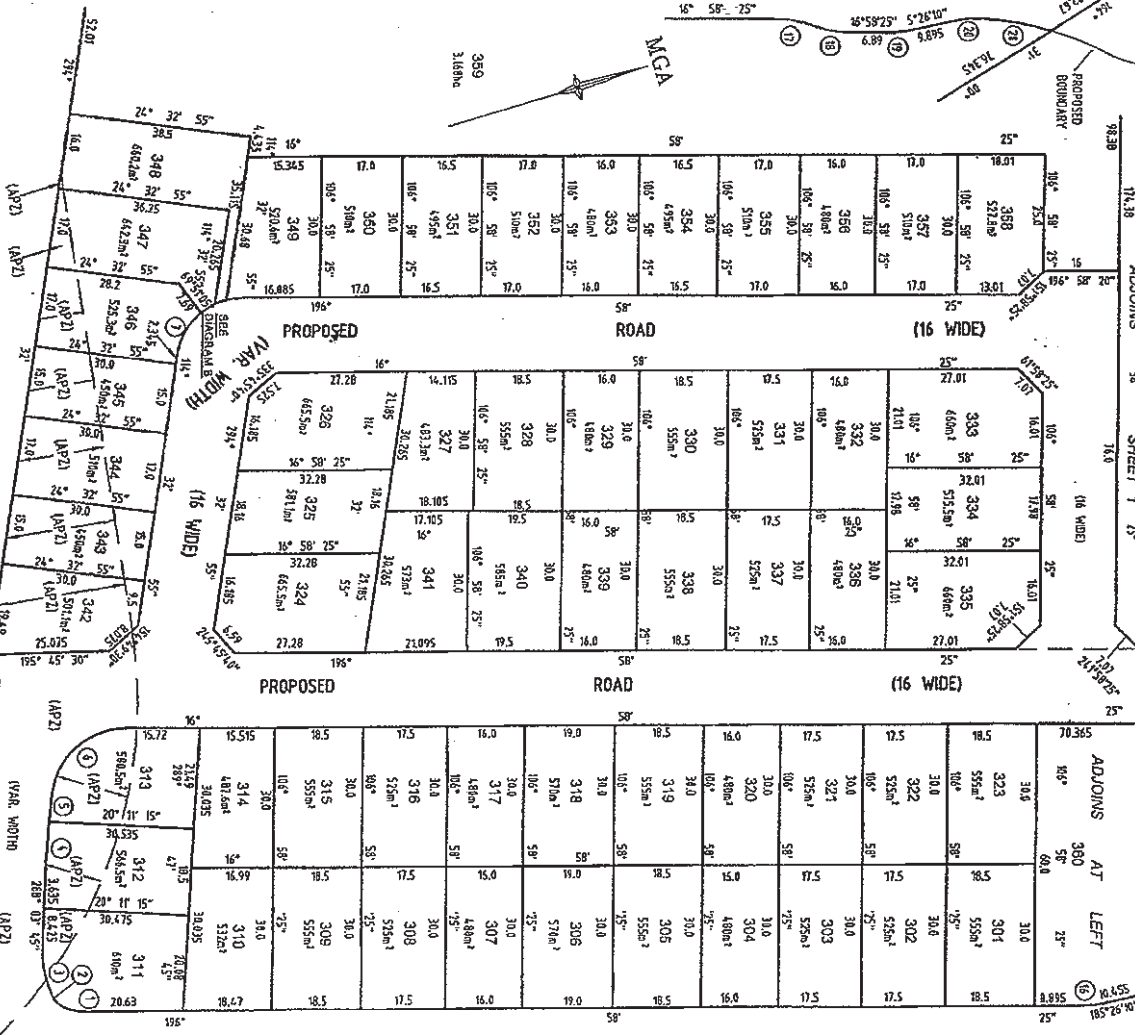
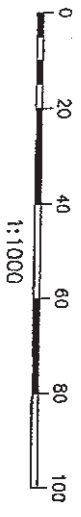


DIAGRAM A
1:1000



SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CURVED	ARC	RADIUS
1	201°23'15"	4.225	115	5.0
2	240°17'45"	3.27	2.87	5.0
3	77°50'35"	10.195	10.20	23.0
4	289°59'30"	14.865	14.87	720.8
5	292°41'45"	6.135	6.135	220.8
6	335°52'00"	20.385	22.20	15.3
7	135°51'25"	9.67	10.05	135
8	141°45'00"	3.44	3.45	93.5
9	177°26'55"	2.53	2.53	93.5
10	89°53'30"	3.33	3.335	19.5
11	167°21'05"	2.58	2.59	9.0
12	184°43'00"	1.53	1.58	36.5
13	201°09'55"	2.94	2.95	11.5
14	202°44'30"	6.135	6.135	33.5
15	197°17'05"	3.12	3.125	88.5
16	197°17'05"	5.335	5.335	76.5
17	26°54'00"	8.64	8.705	75.0
18	26°54'00"	8.64	8.705	75.0
19	117°12'15"	4.92	4.925	25.0
20	130°34'00"	4.88	4.9	25.0
21	271°19'35"	13.71	13.71	65.3



LOCKEY LAND TITLE SOLUTIONS
 Registered Surveyor NSW
 19 Messager Street
 Gladesville NSW 2111
 PO BOX 400
 Gladesville NSW 1675
 Ph: (02) 9879 6977
 Fax: (02) 9879 7143
 GSA: BACKCOWN

CLIENT: MEDICALIST GOLF HOLDINGS
PLAN OF PROPOSED SUBDIVISION OF LOT 105
 (IN DP 1127481 BEING STAGES 3 AND 4 OF
 "STONECUTTERS RIDGE DEVELOPMENT",
 COLEBEE

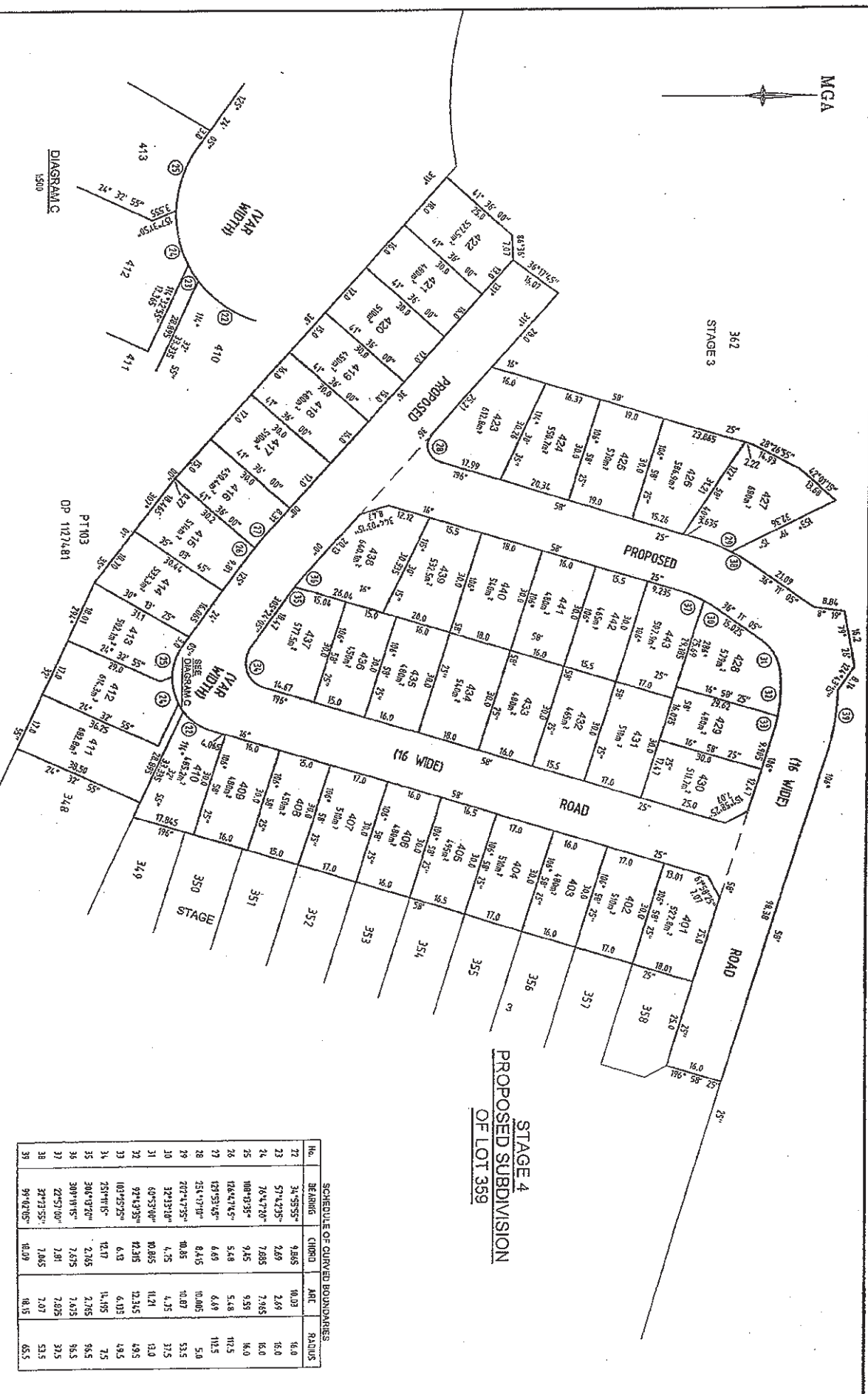
DATE OF SURVEY: 14-12-2010
REGISTERED SURVEYOR: LOCKEY LAND TITLE SOLUTIONS
REGISTERED SURVEYOR: LOCKEY LAND TITLE SOLUTIONS

ORIGINAL PLAN SITE: A3 1:1000
PROJECT NO: 28800
JOB REFERENCE: 33500PS-A

DATE: 23-03-2011
DESCRIPTION: ASSET PROTECTION ZONE 100m WIDE ADDED

SHEET 2 OF 3 SHEETS

MGA



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CURVED	ARC	RADIUS
22	34°55'55"	9.885	10.00	16.0
23	57°42'35"	2.69	2.69	16.0
24	76°47'20"	7.885	7.885	16.0
25	108°03'35"	9.85	9.85	16.0
26	126°47'45"	5.48	5.48	112.5
27	129°53'45"	6.69	6.69	112.5
28	251°17'10"	0.15	10.005	5.0
29	212°47'55"	10.85	10.87	53.5
30	32°13'18"	4.75	4.75	31.5
31	60°53'00"	10.855	11.21	13.0
32	92°13'35"	12.315	12.315	19.5
33	103°57'25"	6.13	6.13	19.5
34	257°11'5"	12.17	11.955	7.5
35	306°13'20"	2.165	2.165	96.5
36	309°19'15"	7.655	7.655	96.5
37	22°57'00"	7.81	7.815	31.5
38	37°13'55"	7.07	7.07	53.5
39	91°12'05"	10.19	10.15	65.5

AMDT	DATE	DESCRIPTION
A	23-03-2011	ASSET PROTECTION ZONE 100M WIDE ADDED

0 20 40 60 80 100
1:1000

DIAGRAM C
1:500

PT103
DP 1127481

REGISTERED SURVEYOR NSW
A. Moyce

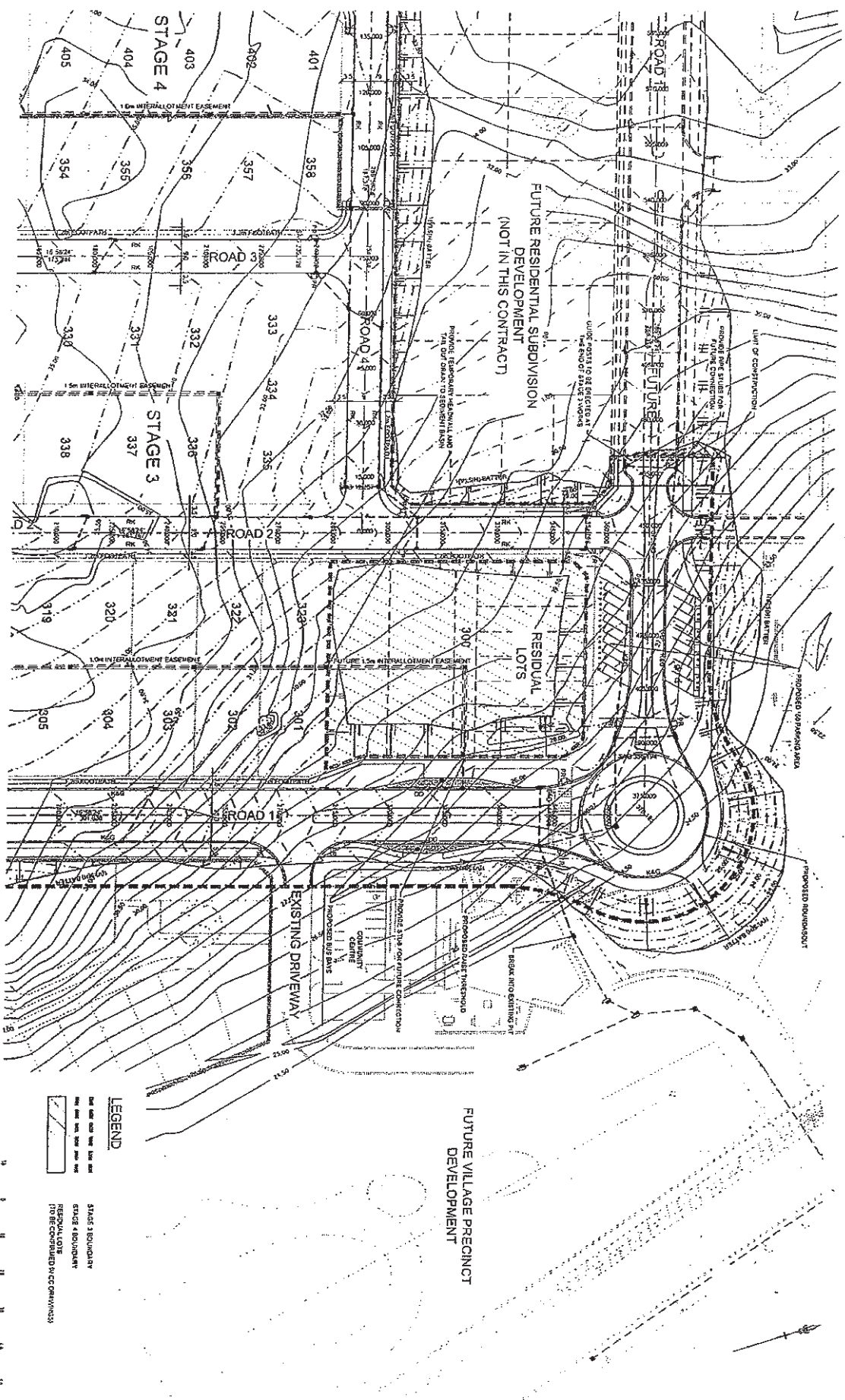
DATE OF SURVEY: 14-12-2010

LOCKLEY LAND TITLE SOLUTIONS
Registered Surveyor NSW
19 Messer Street
Gladesville NSW 2111
PO BOX 400
Gladesville NSW 1675
PH: (02) 9879 6077
FAX: (02) 9879 7143

CLIENT: MEDALIST GOLF HOLDINGS
IN DP 1127481 BEING STAGES 3 AND 4 OF STONECUTTERS RIDGE DEVELOPMENT,
COLEBEE

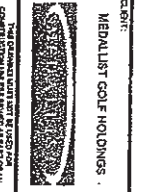
LEGAL: BLACKTOWN

ORIGINAL PLAN SIZE: A3 1:1000
PROJECT No: 28800
JOB REFERENCE: 33500S-A
SHEET OF 3 SHEETS: 3



NO.	DESCRIPTION	DATE	BY	CHKD	DATE
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2	FOR CONSTRUCTION				

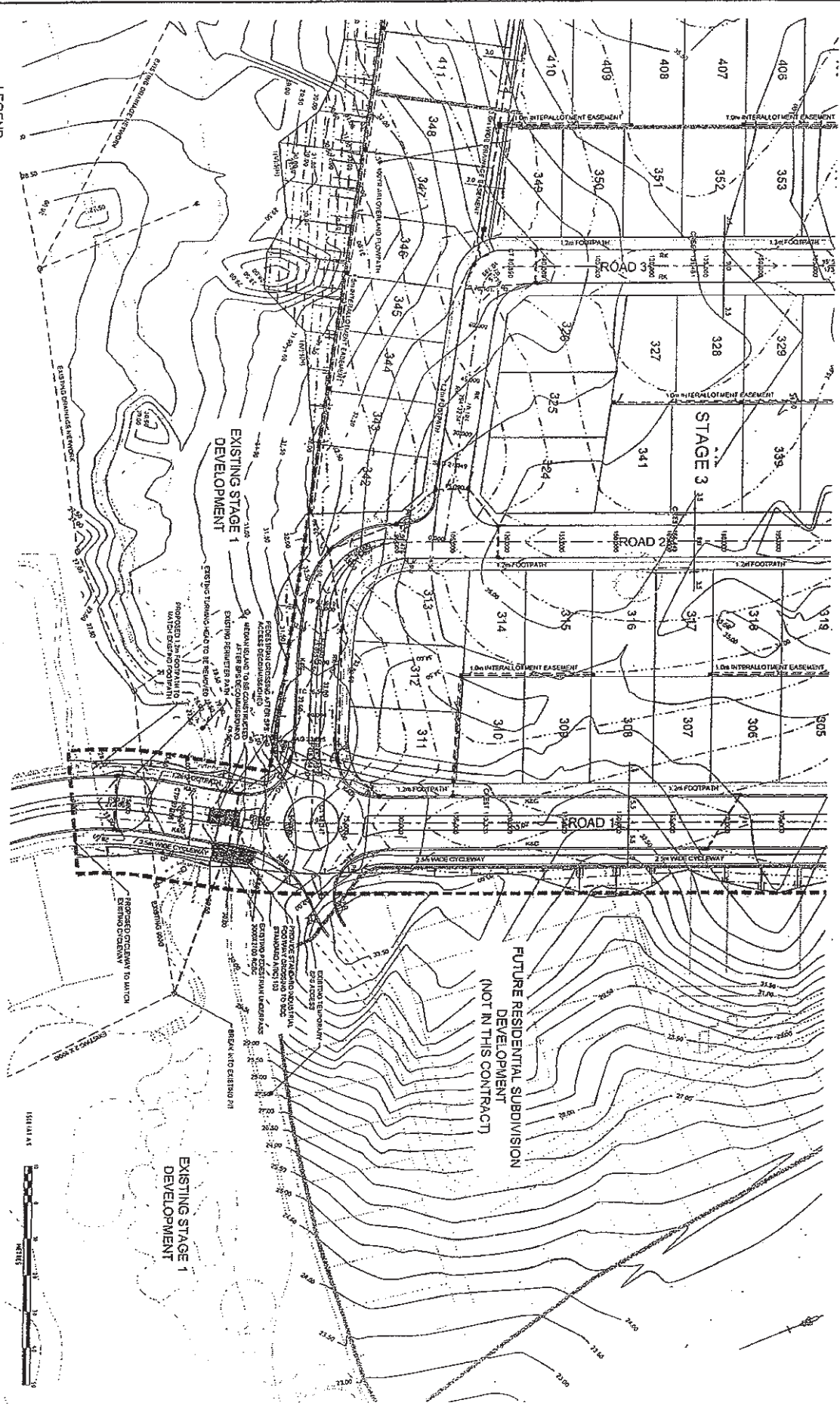
J. WYNDHAM PRINCE CONSULTING CIVIL ENGINEERING & PROJECT MANAGEMENT
 192 JIM LEE FLD 1711 BAY WINDERMERE QLD 4108
 PHONE: 07 544 4411 FAX: 07 544 4412
 EMAIL: J.WYNDHAM@JWPRINC.COM.AU



ISSUED FOR DA APPROVAL
 NOT FOR CONSTRUCTION

STONECUTTERS RIDGE STAGE 3 & 4
 PLAN
 SHEET 2 OF 4

DATE: 09/16/2006
 DRAWN BY: [Signature]
 SHEET 2 OF 4



LEGEND

STAGE 3 BOUNDARY
STAGE 1 BOUNDARY

NO	DESCRIPTION	DATE	BY	CHKD	DATE
1	ISSUED FOR DA APPROVAL	10/11/10
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
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9	REVISION
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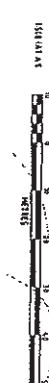
J. WYNDHAM PRINCE CONSULTING CIVIL ENGINEERS
 107 WILSON ROAD WESTMOUNT 857179
 P.O. BOX 1000 WESTMOUNT 857179
 WESTMOUNT 857179

CLIENT: MEDALLIST GOLF HOLDINGS
 PROJECT: STONECUTTERS RIDGE STAGE 3 & 4
 SHEET 1 OF 4

ISSUED FOR DA APPROVAL
 NOT FOR CONSTRUCTION

STONECUTTERS RIDGE STAGE 3 & 4
 PLAN
 COLEBEE
 SHEET 1 OF 4

DATE: 10/11/10
 DRAWN BY: ...
 CHECKED BY: ...
 SCALE: 1:1000



ANNEXURE B
DRAFT INSTRUMENT

ANNEXURE C
DESIGN GUIDELINES



Approval Process

2.1 Approval Process

- 2.1.1 All proposed residential dwellings, outbuildings, structures and improvement are to be approved by Medallist or its authorised nominee:
- (a) prior to submitting a Development Application to Blacktown City Council; or
 - (b) where the residential dwellings, outbuildings, structures or improvement does not require a Development Application to be lodged with Council, prior to the construction or installation of the residential dwellings, outbuildings, structures or improvement
- 2.1.2 Residential dwellings, outbuildings, structures and improvement that do not comply with these Design Guidelines may only be approved in writing by Medallist or its authorised nominee.
- 2.1.3 Approval of residential dwellings, outbuildings, structures and improvement that do not comply with these Design Guidelines is entirely at the discretion of Medallist and its authorised nominee. Requests for approval of residential dwellings, outbuildings, structures and improvement that do not comply with these Design Guidelines will only be accepted in writing and must display significant architectural merit.
- 2.1.4 Medallist and its authorised nominee or successor reserve the right to:
- (a) approve;
 - (b) approve with conditions including but not limited to requesting variations or further information; and
 - (c) refuse to approve any residential dwellings, outbuildings, structures and improvement that does not comply with these Design Guidelines in its absolute discretion.
- 2.1.5 Compliance in part or in whole with these Design Guidelines does not constitute approval by Medallist of any residential dwellings, outbuildings, structures and improvement.

- 2.1.6 All documents need to be sent for approval to:
The Project Director of Stonecutters Ridge
Medallist Golf Holdings Pty Ltd
Level 11, 1 Martin Place
Sydney, NSW 2000, Australia

2.2 Amendment to the Design Guidelines

- 2.2.1 Medallist may from time to time, in its absolute discretion, amend these Design Guidelines.

2.3 Limitation of Liability

- 2.3.1 To the full extent permitted by law, Medallist excludes any liability for any loss, damage or injury whatsoever suffered or sustained (including, but not limited to direct, indirect, special or consequential loss or damage, loss of opportunity, revenue or profit) arising directly or indirectly out of or in connection with these Design Guidelines (whether or not arising from any person's negligence) except for any liability which cannot be excluded by law, in which case that liability will be the minimum allowable by law.
- 2.3.2 The obligations (if any) of Medallist Golf Holdings Pty Limited (ABN 14 091 026 818) under these Design Guidelines is incurred by the Medallist Golf Holdings Pty Limited (ABN 14 091 026 818) solely in its capacity as trustee of Medallist Schofields Trust (ABN 59 838 162 381) ('Trust') and Medallist Golf Holdings Pty Limited (ABN 14 091 026 818) is not liable to pay or satisfy any of the obligations under these Design Guidelines except out of the assets of the Trust from which it is entitled and actually indemnified in respect of any liability incurred by it as trustee of the Trust.



Stonecutters Ridge Design Guidelines Stage 4



Building Design

Unless otherwise approved in writing by Medallist Golf Holdings Pty Limited (ABN 14 091 026 818) ATF Medallist Schofields Trust (ABN 59 838 162 381) ('Medallist') or its authorised nominee or successors, an Owner of a Lot must comply with the following design and landscape requirements in relation to a lot within Stonecutters Ridge:

1.1 Size

- 1.1.1 Dwellings erected on any lot must have a minimum floor area of 180m² including garaging, but excluding balconies, porches, alfresco areas and outbuildings.

1.2 Shape

- 1.2.1 Dwellings shall be modulated in plan and elevation. Buildings shall be articulated to reduce the appearance of building bulk and to express the elements of architecture.
- 1.2.2 Dwellings sited on corner blocks are to be designed to address both street frontages. In support of this, a short design statement is required to be included in documentation submitted for approval.

1.3 Setbacks

- 1.3.1 Each side of the dwelling must be setback an average of 1.2 metres.
- 1.3.2 If a dwelling has a second storey, the second story must be partially setback from the ground floor on either sides or front façade.

1.4 Wall Materials and Colours

- 1.4.1 Dwellings must incorporate a range of external wall materials, from masonry to lightweight materials. The wall surface is defined as the external surface of the main body of the dwelling, although material variation may also extend to appended structure such as porches and verandahs.
- 1.4.2 Dwelling facades must not be constructed entirely of face brickwork.
- 1.4.3 Any face brickwork must consist of single colour brick units. Blends will not be permitted.
- 1.4.4 The colour of face brickwork shall be consistent throughout the dwelling. Contrasting colours for sills, banding and the like are not permitted.

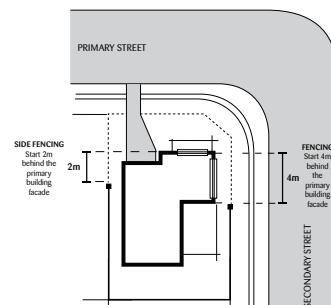
1.5 Additional Golf Front Lots Requirements

- 1.5.1 Dwellings with a boundary to the golf course are to be designed to address the golf course as well as the street frontage.
- 1.5.2 The façade fronting the golf course shall be modulated in plan and elevation to provide variation of form.
- 1.5.3 Non-habitable rooms (bathrooms, storage areas, laundries, and the like) facing the golf course is discouraged. Treatment of the golf course façade should be complementary to the design of the street façade.
- 1.5.4 Variation in wall materials, in accordance with Design Guideline 1.4.1, must continue to the golf frontage façade.

1.6 Roofing Materials

- 1.6.1 Roofing materials for all dwellings and outbuildings must be slate, tiles or non-reflective corrugated metal and be within a grey to black colour range only.
- 1.6.2 Dwellings with hip and gabled roofs must provide a roof pitch in the range of 15° to 30°.
- 1.6.3 Skillion roofs are permissible in conjunction with parapet walls.
- 1.6.4 Dwellings must provide a minimum of 450 millimetre eaves excluding parapet and skillion roofs.
- 1.6.5 Where parapet walls are used, appropriate shading devices must be provided in lieu of eaves.

Figure Y



Landscape Design

1.7 Fencing

- 1.7.1 With the exception of corner lots, fencing between public roads and dwellings is not permitted.
- 1.7.2 Non-Golf front Lots Requirements - Side and rear fencing must be 1.8 metres high.
- Side fences must be set back 2.0 metres from the front façade of the dwelling. Fencing must only be constructed of masonry or timber.
- 1.7.3 Golf front Lots Requirements- Side fencing must be 1.8 metres high. Side fences must be set back 2.0 metres from the front façade of the dwelling. Side fencing must only be constructed of masonry or timber. The rear fence (fronting the golf course) must be a black pool type fence. The height of this pool fence must be 1.2 metres. Ensure a three (3) metre return of the pool fencing into the side fence. The aim is to ensure a consistent and unobtrusive edge between the golf course and lot garden.
- 1.7.4 Dwellings on corner lots are permitted to erect fencing behind the building line with a 1.8 metre high fence facing the secondary street and is to not exceed 40% of the total length of the secondary frontage, and all side-fencing must be set back a minimum of 4.0m from the building line (refer Figure Y). Fencing facing the secondary street must be constructed in hardwood timber with 65 millimetre horizontal slats front and back with 40 millimetre spacing between adjacent slats on each side.
- 1.7.5 Timber fencing must be lapped and capped except for slat fencing detailed in item condition 1.7.4. Clear treatment only may be applied to timber fencing.

1.8 Garaging

- 1.8.1 Garage doors must be set back a minimum of 1.0 metre from the front façade (front wall) of the dwelling.
- 1.8.2 Garage openings must have a maximum combined opening width of 6.0 metres to the street.
- 1.8.3 Garage doors must have a maximum opening height of 2.5 metres.
- 1.8.4 Garage doors must be either segmental panel lift or tilt and constructed of timber or single colour metal.
- 1.8.5 Carports are not permitted to the front of the dwelling.

1.9 Landscaping and Utilities

- 1.9.1 Front landscaping to each lot is to be completed within six months of occupation of the dwelling.
- 1.9.2 Retaining walls visible from public areas and the golf course must be constructed from stone or masonry only, and the finish and colour must complement the dwelling.
- 1.9.3 Driveway crossovers must be plain concrete with a broom finish consistent with the footpath to the property boundary line.
- 1.9.4 Driveways must be constructed prior to occupation of the dwelling.
- 1.9.5 Letterboxes must be located within a stone or masonry pillar and the finish and colour must complement the dwelling.
- 1.9.6 Outbuildings, TV and satellite dishes, antennas, solar panels and utility areas must be located behind the building line and not be visible from the street, golf course or a public space.
- Service items such as clothes lines, garden sheds, compost bin, rubbish bins, wood store, external heating and cooling units, hot water units, etc. are to be located to non-visible internal courtyard spaces and use screen fences and planting to screen from the golf course and public areas.
- 1.9.7 Outbuildings must be constructed from material consistent with these design guidelines.
- 1.9.8 No heavy vehicles of 3 tonnes or over, semi-trailer, articulated trailer or vehicle, camper or boat, unregistered vehicle, vehicle wreck, disassembled vehicle, vehicle or body parts or spare parts must be kept placed or maintained or be permitted to be parked or situated on any lot unless otherwise approved by Medallist Golf Holdings Pty Limited.
- 1.9.9 Water tanks must be located to minimise their visibility from the street, golf course or public areas.
- 1.9.10 All external plumbing must not be visible from the street, golf course or public areas and neighbouring residences. On double storey houses, except for downpipes, plumbing must be internal.

ANNEXURE D
REQUISITIONS ON TITLE

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
- 17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
- 22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

- 24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

ANNEXURE E

DISCLOSURE MATERIAL

- Title Search – Folio Identifier 105/1127481
- Deposited Plan 1127481
- Section 149(2) and (5) Certificates
- Sewer Diagram
- Sewer Reference Sheet

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 105/1127481

SEARCH DATE	TIME	EDITION NO	DATE
16/9/2011	2:20 PM	3	18/3/2009

LAND

LOT 105 IN DEPOSITED PLAN 1127481
 AT COLEBEE
 LOCAL GOVERNMENT AREA BLACKTOWN
 PARISH OF GIDLEY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1127481

FIRST SCHEDULE

MEDALLIST GOLF HOLDINGS PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 2 AD476269 MORTGAGE TO CAPITAL FINANCE AUSTRALIA LIMITED
- * AF938970 TRANSFER OF MORTGAGE AD476269 MORTGAGEE NOW MACQUARIE BANK LIMITED
- 3 AD704936 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1127481 RIGHT OF CARRIAGEWAY 15, 23 & 23.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1127481 EASEMENT FOR SERVICES 15, 23 & 23.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1127481 EASEMENT TO DRAIN WATER 2.5, 3 & 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1127481 EASEMENT TO DRAIN WATER 2.5, 3 & 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1127481 POSITIVE COVENANT
- 9 DP1127481 RESTRICTION(S) ON THE USE OF LAND
- 10 DP1133378 EASEMENT FOR ACCESS AND SERVICES 15, 23 AND 23.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1133378
- 11 DP1133378 EASEMENT FOR UNDERGROUND CABLES 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1133378
- 12 DP1133378 RIGHT OF ACCESS 15, 23 AND 23.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1133378

END OF PAGE 1 - CONTINUED OVER

Kemp Strang Lawyers

PRINTED ON 16/9/2011

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 105/1127481

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: PP DP1166220 PP DP1166222 PP DP1166467.

*** END OF SEARCH ***

Kemp Strang Lawyers

PRINTED ON 16/9/2011

GlobalX Information Services Pty Ltd (ABN 99 073 436 414) an approved NSW Information Broker hereby certifies that the information contained

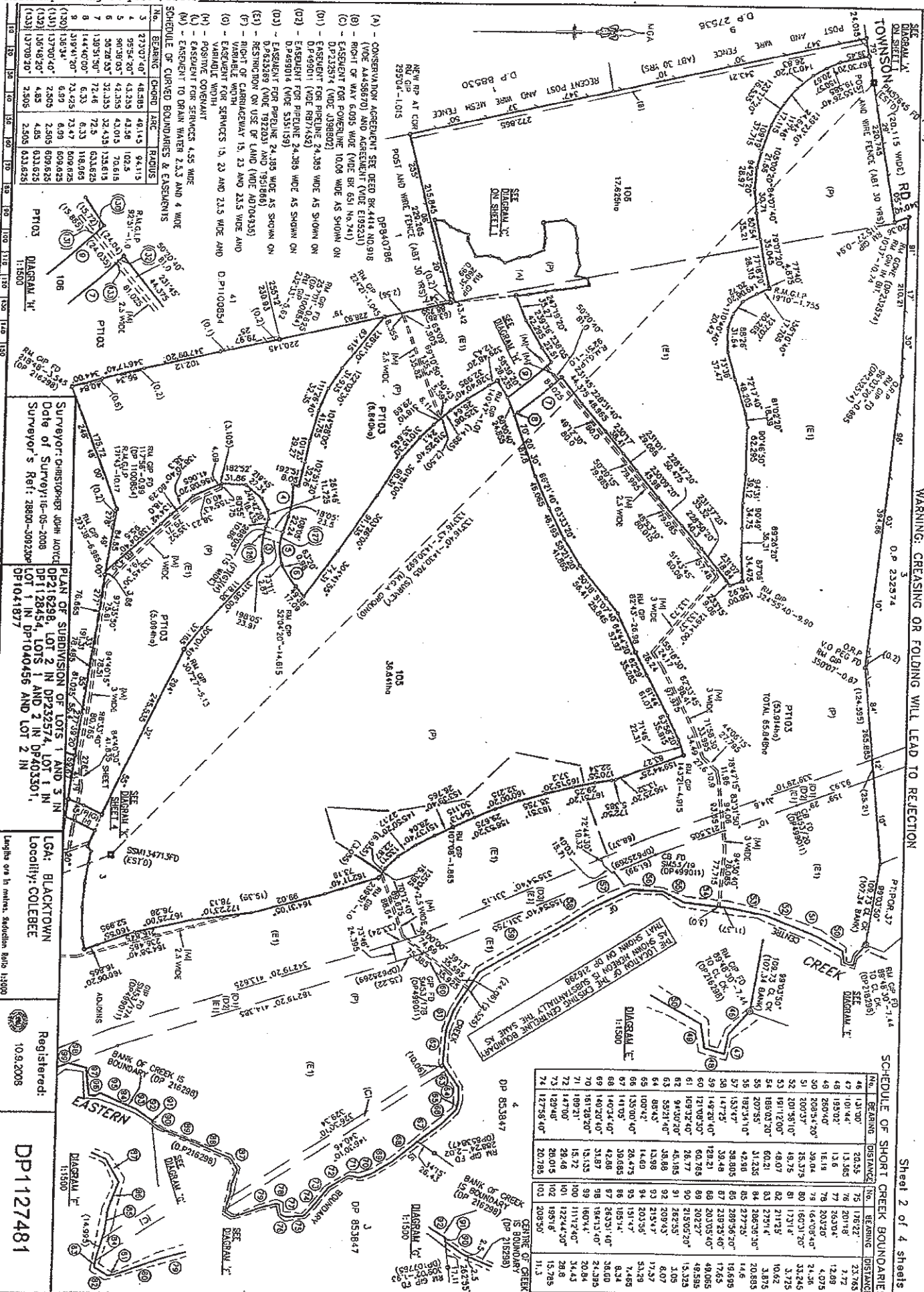
in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

© State of New South Wales through the Department of Lands 2011

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT CREEK BOUNDARIES

No.	Bearing	Distance	No.	Bearing	Distance
46	S 131° 00' 00" E	23.55	75	N 26° 52' 00" E	23.785
47	S 101° 44' 00" E	13.85	76	N 20° 18' 00" E	12.89
48	S 193° 02' 00" E	13.6	77	S 63° 30' 00" E	4.075
49	S 260° 40' 00" E	18.18	78	N 20° 30' 00" E	4.38
50	S 203° 34' 20" E	39.84	79	S 64° 08' 40" E	21.58
51	S 200° 37' 00" E	35.275	80	S 60° 31' 20" E	33.245
52	S 20° 38' 10" E	49.75	81	N 73° 14' 00" E	3.775
53	S 188° 12' 00" E	48.07	82	N 21° 18' 00" E	10.62
54	S 168° 03' 00" E	60.21	83	N 26° 35' 20" E	3.875
55	S 207° 55' 00" E	42.385	84	S 206° 35' 20" E	20.855
56	S 207° 55' 00" E	42.385	85	S 227° 25' 00" E	14.6
57	S 131° 42' 00" E	38.845	86	S 289° 56' 20" E	19.695
58	S 147° 25' 00" E	39.48	87	S 238° 35' 40" E	17.65
59	S 149° 20' 00" E	18.21	88	S 203° 05' 40" E	48.855
60	S 121° 08' 20" E	60.765	89	S 202° 27' 00" E	48.855
61	S 169° 12' 40" E	26.77	90	S 215° 05' 20" E	15.338
62	S 85° 30' 40" E	38.88	91	S 182° 57' 00" E	2.05
63	S 58° 21' 40" E	14.80	92	S 109° 33' 00" E	6.07
64	S 88° 43' 00" E	13.98	93	S 213° 17' 00" E	77.37
65	S 100° 42' 00" E	14.80	94	S 203° 58' 00" E	53.28
66	S 133° 00' 40" E	26.473	95	S 151° 47' 00" E	7.485
67	S 110° 53' 00" E	28.685	96	S 185° 14' 00" E	8.34
68	S 103° 34' 00" E	42.88	97	S 283° 31' 40" E	24.285
69	S 161° 28' 20" E	15.72	98	S 184° 13' 40" E	20.84
70	S 161° 28' 20" E	15.72	99	S 160° 14' 00" E	34.43
71	S 149° 21' 00" E	28.48	100	S 111° 24' 40" E	14.43
72	S 147° 00' 00" E	28.48	101	S 124° 44' 30" E	28.8
73	S 129° 48' 00" E	28.015	102	S 185° 6' 00" E	15.785
74	S 127° 58' 40" E	20.785	103	S 108° 50' 00" E	11.3

Surveyor: CHRISTOPHER JOHN MORICE
 Date of Survey: 16-05-2008
 Surveyor's Ref: 28800-3022309
 DP1041877

PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN DP216298, LOT 2 IN DP2232574, LOT 1 IN DP128454, LOTS 1 AND 2 IN DP403301, LOT 1 IN DP1040456 AND LOT 2 IN DP1041877

Registered: 10.9.2008

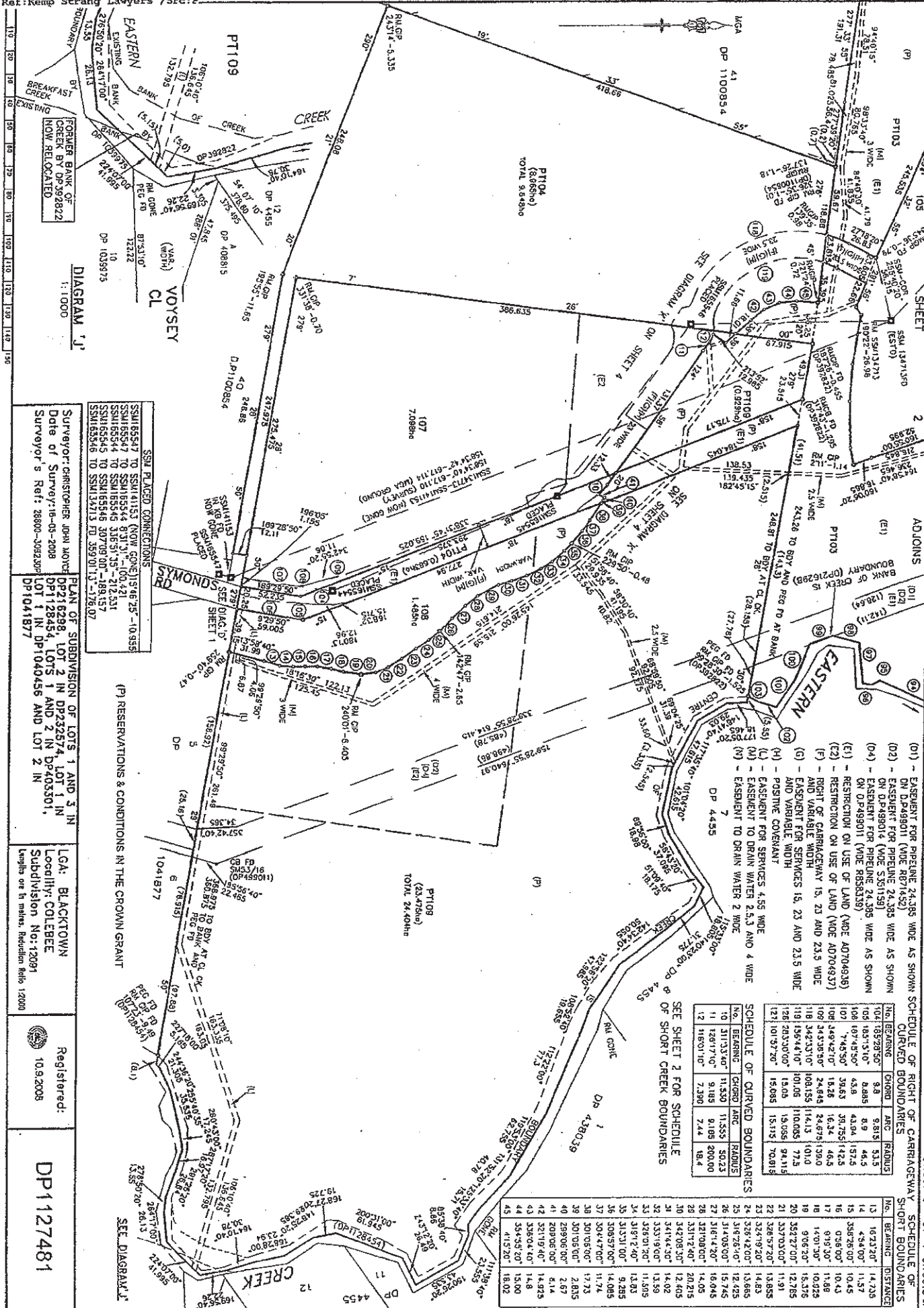
LG4: BLACKTOWN
 Locality: COLEBEE

DP1127481

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 4 sheets approx



SCHEDULE OF CURVED BOUNDARIES

No.	Bearing	Chord	ARC	RADIUS
101	135°29'50"	8.8	9.815	53.5
102	103°13'10"	2.888	8.19	48.5
103	67°43'50"	4.55	4.534	11.57
104	7°45'50"	35.83	38.755	142.5
105	7°46'20"	16.28	16.34	48.5
106	34°33'50"	24.644	24.679	39.0
107	34°33'50"	101.155	114.13	101.0
108	156°44'10"	101.06	110.085	77.5
109	283°00'00"	13.05	13.055	94.115
121	101°37'20"	15.085	15.115	70.815

SCHEDULE OF CURVED BOUNDARIES

No.	Bearing	Chord	ARC	RADIUS
10	317°33'40"	11.530	11.555	50.23
11	120°17'40"	9.189	9.189	800.00
12	118°01'10"	7.390	7.44	88.4

SSM185547 TO SSM14153 (NOW GOV.) S 46° 25' - 10.855
 SSM185547 TO SSM185544 8° 31' 31" - 100.421
 SSM185544 TO SSM185545 336° 51' 35" - 212.531
 SSM185545 TO SSM185546 307° 09' 00" - 189.157
 SSM185546 TO SSM134713 PD 359° 01' 13" - 176.07

(P) RESERVATIONS & CONDITIONS IN THE CROWN GRANT

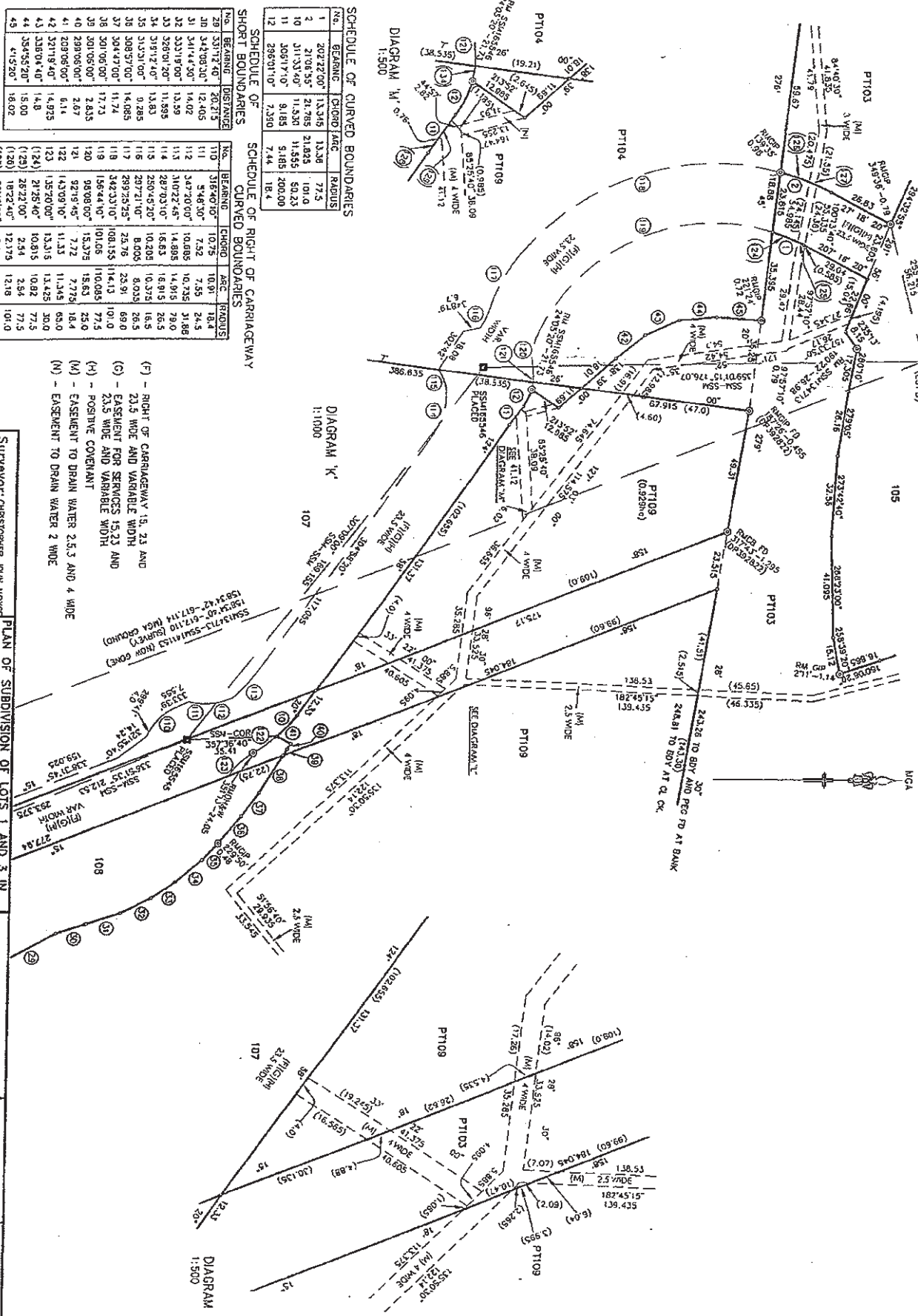
PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN
 DP218298, LOT 2 IN DP232574, LOT 1 IN
 DP1188454, LOTS 1 AND 2 IN DP403301,
 LOT 1 IN DP1040456 AND LOT 2 IN
 DP1041877

LGA: BLACKTOWN
 Locality: COLEBEE
 Subdivision No: 12091
 Lengths are in metres, Neutron Ratio 12000

Registered:
 10.9.2008

DP1127481

DIAGRAM 'J'
 1:1000



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	RADIUS
1	207°27'00"	13.345	77.5
2	210°05'30"	21.738	21.808
10	311°33'40"	11.530	15.595
11	306°17'40"	9.183	5.185
12	296°01'10"	7.350	7.44

SCHEDULE OF RIGHT OF CARRIAGEWAY CURVED BOUNDARIES

No.	BEARING	DISTANCE	RADIUS
1	207°27'00"	13.345	77.5
2	210°05'30"	21.738	21.808
10	311°33'40"	11.530	15.595
11	306°17'40"	9.183	5.185
12	296°01'10"	7.350	7.44

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
29	331°12'40"	20.215
30	341°03'00"	12.405
31	341°44'30"	14.02
32	330°19'00"	13.59
33	328°01'20"	11.895
34	319°12'40"	13.80
35	313°31'00"	0.285
36	308°57'00"	14.085
37	304°47'00"	11.72
38	301°05'00"	2.835
39	299°06'00"	6.11
40	299°06'00"	6.11
41	297°19'40"	14.925
42	297°19'40"	14.8
43	336°04'40"	15.00
44	336°04'40"	15.00
45	415°20'	16.07

- (F) - RIGHT OF CARRIAGEWAY 15.23 AND 23.5 WIDE AND VARIABLE WIDTH
- (G) - EASEMENT FOR SERVICES 15.23 AND 23.5 WIDE AND VARIABLE WIDTH
- (H) - POSITIVE COVENANT
- (I) - EASEMENT TO DRAIN WATER 2.53 AND 4 WIDE
- (M) - EASEMENT TO DRAIN WATER 2 WIDE

Surveyor: CHRISTOPHER JOHN MORRIS
 Date of Survey: 16-03-2008
 Surveyor's Ref: 28800-302329P
 DP1041877

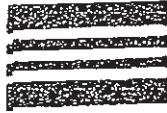
PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN DP216298, LOT 2 IN DP232574, LOT 1 IN DP1128454, LOTS 1 AND 2 IN DP403301, LOT 1 IN DP1040456 AND LOT 1 IN DP1041877

LGA: BLACKTOWN
 Locality: COLEBEE
 Subdivision No:

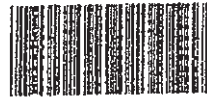
Registered:
 10.9.2008

DP1127481

RP65
1994



Of



E
195231 K

REQUEST
REAL PROPERTY ACT, 1900

R	of	D
	\$	

DESCRIPTION OF LAND
Note (a)

Torrens Title Reference	If part only, delete WHOLE and give details	Location
VOLUME 10646 FOLIO 213 NOW PART OF THE OF LAND COMPRISED IN FOLIO/ET. 2132574	WHOLE	SCHOFIELDS

REGISTERED DEALING
Note (b)

Type of Dealing	Registered Number	Torrens Title Reference
/		

REGISTERED PROPRIETOR
Note (c)

WASTE MANAGEMENT AUTHORITY OF NEW SOUTH WALES (formerly METROPOLITAN WASTE DISPOSAL AUTHORITY)

(The abovenamed applicant) being the registered proprietor of the land above described ^{above mentioned registered dealing} hereby requests the Registrar General to endorse on title pursuant to S.69F(b) of the National Parks and Wildlife Act 1974 the Conservation Agreement affecting the land above described entered into between the applicant and the Minister for Conservation and registered at the Land Titles Office under dealing Book 3859 No 311.

OFFICE USE ONLY

ON AA

Note (d)

The Common Seal of the Waste Management Authority of New South Wales was hereto affixed on the fourteenth day of January 1992 by John Bernard Cook, Managing Director Waste Management Authority of N.S.W who by his signature attests the fact and the date of the said seal being affixed.

DATE 14th JANUARY, 1992

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the applicant, who is personally known to me.

[Signature]
Signature of Witness

R. J. EAGLETON
Name of Witness (BLOCK LETTERS)
6 MEREDITH PLACE,
FRENCHS FOREST, SYDNEY
Address and occupation of Witness



[Signature]
Signature of Applicant
For and on behalf of Authority

EXECUTION
Note (e)

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (g)

LODGE RATE CROWN SOLICITORS OFFICE GOODSSELL BUILDING 8-12 CHIFLEY SQUARE, SYDNEY. 2000 DX 19 813E Delivery Box Number		LOCATION OF DOCUMENTS CT OTHER - herewith - in R.G.O. with - Produced by	
Checked 0/1-10	Passed	REGISTERED -19 Registrar General	Secondary Directions
Signed	Extra Fee		Delivery Directions

OFFICE USE ONLY

Form: 13RU
 Release: 2.1
www.lands.nsw.gov.au

RESTRICTION OF THE USE OF LAND



AD704936M

New South Wales
 Section 88 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** For the servient tenement
1/216298 and 2/232574

(B) **LODGED BY**

Document Collection Box 41J	Name, Address or DX, Telephone, and LLPN if any Mallesons Stephen Jaques DX 113 T +61 2 9296 2075 Reference: 02-5126-8843 LK/MGA	LLPN: 123008U R
------------------------------------	---	-------------------------------

(C) **APPLICANT** Medallist Golf Holdings Pty Limited (ABN 14 091 26 818)

(D) The applicant, being the registered proprietor of the servient tenement, applies to have a recording made in the Register of a deed of covenant made on 16/1/2008 ~~16/1/2007~~ ~~November 2007~~ between the registered proprietor of the servient tenement and the registered proprietor of the dominant tenement a copy of which is annexed hereto marked A.

DATE: 16 JANUARY 2008

(E)

See Annexure C for execution.

RELODGED
 18 JAN 2008
 TIME: 1:30'

OFFICE USE
 ON
 RU

OFFICE USE
 CT.15
 P. by
 1089X
 for RU
 on: 15.1.2008

(F) **CONSENT**

See Annexure C for execution

_____ the _____
 under _____ No. _____, hereby consents to this application.

Signature of witness: _____ Signature: _____
 Name of witness: _____ Signatory's name: _____
 Address of witness: _____ Signatory's capacity: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
 0612

CT 15 - 1089X

[Handwritten signatures and initials]

Annexure A to Restriction on Use of Land

Parties: Medallist Golf Holdings Pty Limited
Afinta AGN Limited *QCN 003 004 322*

Dated: 16 JANUARY 2008

Restriction on the Use of Land

1 Terms of restriction on use of land 24.385 wide (R)

1.1 The Owner Burdened must not on, under or over the Restriction on Use Site:

- (a) carry out landscaping (including, but not limited to, the planting of vegetation), earthworks or excavation of any kind;
- (b) install, assemble, erect or construct buildings, pipes, conduits, drainage channels, fences or other structures or improvements, including any bridges or elevated structures for crossing the Restriction on Use Site ("Improvements"); or
- (c) place or operate any vehicle, machinery or other thing which imposes weight loading on the Restriction on Use Site of more than 8 tonnes equivalent axle loading,

without the prior written consent of the Owner Benefited. Such consent must not be unreasonably withheld but may be granted subject to any technical conditions concerning the operation, integrity and safety of the pipeline constructed within the Restriction on Use Site reasonably required by the Owner Benefited.

1.2 The Owner Burdened must not pass or repass and must not allow any invitees or guests of the Owner Burdened to pass or repass on or over that part of the Restriction on Use Site:

- (a) that the Owner Benefited is accessing for pipeline operations, integrity or safety reasons; and
- (b) if any surface and/or Improvements within that part of the Restriction on Use Site is damaged as a result of any activities by the Owner Benefited within that site without first restoring the damaged surface and/or the damaged Improvements.

1.3 For the purposes of clause 1.2(b), the parties acknowledge that:

- (a) where the Owner Benefited damages the Restriction on Use Site and/or any Improvements on that Site the Owner Benefited will, at its cost, backfill, compact to ground level, replace top soil and stabilise any excavation that it undertakes within the Restriction on Use Site; and
- (b) if the Owner Benefited fulfils its obligations under clause 1.3(a), the Owner Burdened is responsible for all additional make good, at its cost, to the Restriction on Use Site, and surface and/or the Improvements. For the avoidance of doubt, clause 1.1 will apply in relation to any such make good by the Owner Burdened



- 1.4 The Owner Burdened must not allow the surface or the Improvements erected on the Restriction on Use Site to fall into disrepair.
- 1.5 On any subdivision of the Land, the Owner Benefited agrees to release this restriction on use where the land after subdivision does not include any part of the Restriction on Use Site.
- 1.6 The Owner Burdened covenants that if it sells, transfers or otherwise disposes of its interest in the Restriction on Use Site, the Owner Burdened must obtain from the proposed purchaser, transferee or disponee a restriction on the use of land in registrable form on terms substantially similar to the terms of this document to be registered on the title for the Restriction on Use Site.
- 1.7 In this Restriction on Use:

Owner Benefited means the registered proprietor of lot 113 in DP845115.

Owner Burdened means the registered proprietor of the Restriction on Use Site, together with its successors and assigns in title.

Land means lot 1 in DP216298 and lot 2 in DP232574.

Plan means the plan in Annexure B.

Restriction on Use Site means that part of the Land marked (R) on the Plan.

Name of the party empowered to release, vary or modify the Restriction on the Use of land 24.385 wide (R):

The Owner Benefited

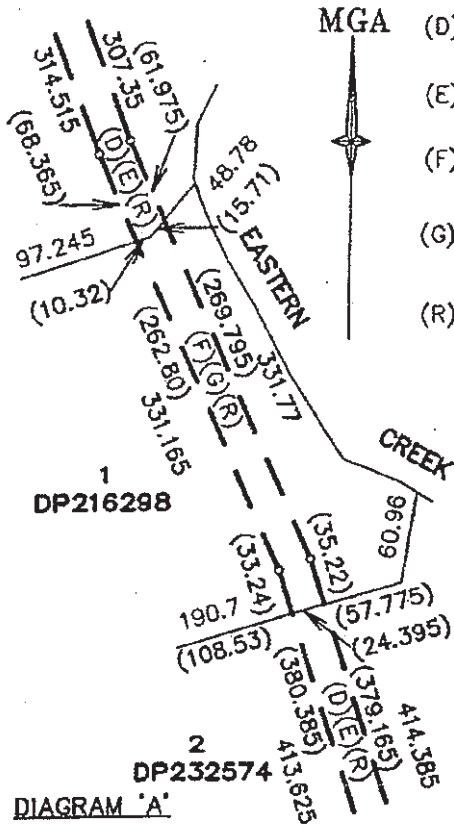
Handwritten signatures and initials, including a large stylized 'S' and other illegible marks.

FORM 13RU
 DATE: 9-11-07

ANNEXURE B

SHEET 5 OF 7 SHEETS

RESTRICTION ON THE USE OF LAND



- (D)—EASEMENT FOR PIPELINE 24.385 WIDE AND VARIABLE SHOWN IN SH.7 DP499011 (VIDE R871452)
- (E)—EASEMENT FOR PIPELINE 24.385 WIDE AND VARIABLE SHOWN IN SH.2 AND 3 DP499014 (VIDE S351159)
- (F)—EASEMENT FOR PIPELINE 24.385 WIDE AND VARIABLE SHOWN IN DP625269 (VIDE T922031)
- (G)—EASEMENT FOR PIPELINE 24.385 WIDE AND VARIABLE SHOWN IN DP625269 (VIDE T951866)
- (R)—RESTRICTION ON USE OF LAND 24.385 WIDE

CS Moyce

CHRISTOPHER JOHN MOYCE
 REGISTERED SURVEYOR
 LOCKLEY LAND TITLE SOLUTIONS
 REF: 30742RES-MED

DIAGRAM 'A'
 1:5,000

J M M

Annexure C to Restriction on Use of Land

Parties: Medallist Golf Holdings Pty Limited
Alinta AGN Limited *ACN 003 004 322*

Dated: 16 JANUARY 2008

Execution

Applicant execution

[Handwritten signature of Ian Williams]

Ian Williams Director

[Handwritten signature of Kara Nicholls]

KARA NICHOLLS

Secretary

THE COMMON SEAL OF MEDALLIST
GOLF HOLDINGS PTY LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION:



Alinta AGN Limited execution ACN 003 004 322

I certify that the attorney
opposite with whom I am
personally acquainted or as
to whose identity I am
otherwise satisfied, signed
this Restriction on Use
of Land in my presence:

[Handwritten signature of Kenjie Chen]

KENJIE CHEN
LVL 15, 1 O'CONNEL ST
SYDNEY NSW 2000

Certified correct for the purposes of
the Real Property Act 1900 by
the attorney named below who
signed this Restriction on Use of
Land pursuant to the power of
attorney specified:

[Handwritten signature of Alfio Rapisarda]

ALFIO RAPISARDA
Signing on behalf of Alinta AGN Ltd.
Power of Attorney Book 4519
No 976

[Handwritten signature]

Annexure C to Restriction on Use of Land

Parties: Medallist Golf Holdings Pty Limited
Alinta AGN Limited

Dated: 16 JANUARY 2008

Execution (cont.)

Mortgagee execution



Annexure C (Cont.)

~~upst~~

This is annexure to Restriction on The Use of Land dated 16 JANUARY 2008 with Medallist Golf Holdings Pty Limited as "Applicant".

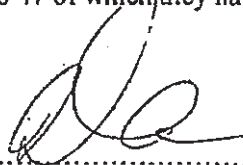
Capital Finance Australia Limited ACN 069 663 136 as Mortgagee (the "Mortgagee") under mortgage No: AD476269 and hereby consents to the registration of the within, Restriction on The Use of Land but without prejudice to and reserving all rights, powers and remedies under it's mortgages. ✓

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee's attorney(s) pursuant to the Power of Attorney specified. Executed for and on behalf of the mortgagee pursuant to Power of Attorney Book 4475 No 47 of which they have had no notice of revocation in the presence of:



.....
Signature of Attorney

Brett Lennane
Name of Attorney



.....
Signature of Attorney

Mark Corbett
Name of Attorney

I certify that the attorney(s) for the Mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied signed this Restriction on The Use of Land in my presence.

M Calderwood
.....
Signature of Witness

Martin Calderwood
Name of Witness

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED:

DP1127481 *

TO CREATE:

1. RIGHT OF CARRIAGEWAY 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH (F).
2. EASEMENT FOR SERVICES 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH (G).
3. EASEMENT FOR SERVICES 4.55 WIDE (L).
4. EASEMENT TO DRAIN WATER 2.5, 3 AND 4 WIDE (M).
5. EASEMENT TO DRAIN WATER 2 WIDE (N).
6. POSITIVE COVENANT (H).
7. RESTRICTION ON USE OF LAND.

Registered:  10.9.2008 *

Title System: ~~TORRENS & OLD SYSTEM~~

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN DP216298, LOT 2 IN DP232574, ~~LOT B IN DP392822~~, LOTS 1 AND 2 IN DP403301, LOT 1 IN DP1040456 AND LOT 2 IN DP1041877

LOT 1 IN DP1128454 *CSM*

TO RELEASE:

1. RIGHT OF WAY CREATED BY G344801.
2. RIGHT OF CARRIAGEWAY CREATED BY J398802.

LGA: BLACKTOWN

Locality: COLEBEE

Parish: GIDLEY

County: CUMBERLAND

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

Surveying Regulation, 2006

I, CHRISTOPHER JOHN MOYCE of LOCKLEY LAND TITLE SOLUTIONS PO BOX 407 GLADESVILLE 1875 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: 16/5/2008

The survey relates to LOTS 103 TO 109 INCLUSIVE

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *C. J. Moyce* Dated: 16/5/08
Surveyor registered under the *Surveying Act, 2002*

Crown Lands NSW/Western Lands Office Approval

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

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

Datum Line:
Type: Urban/Rural

Subdivision Certificate

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]
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCIL
Date of Endorsement: 1st July 2008
Accreditation no: Not Applicable
Subdivision Certificate no: 12091
File no: DA-05-2983

Plans used in the preparation of survey/compilation

DP4455	DP438039	DP1040456
DP27536	DP499011	DP1041877
DP88530	DP499014	DP1042105
DP216298	DP606811	DP1100854
DP232574	DP625269	
DP392822	DP840786	
DP403301	DP853847	
DP408815	DP1039975	

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

* Delete whichever is inapplicable.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN
 DP216298, LOT 2 IN DP232574, LOT B IN DP392822,
 LOTS 1 AND 2 IN DP403301, LOT 1 IN DP1040456
 AND LOT 2 IN DP1041877

DP1127481

LOT 1 IN DP1128454 *EM*

Registered:



10.9.2008

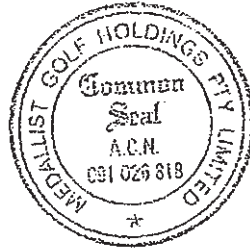
Subdivision Certificate No: 12091

Date of Endorsement: 1st July 2008

THE COMMON SEAL OF *Medallist Golf Holdings Pty Limited*
 ... *Medallist Golf Holdings Pty Limited* ... LIMITED
 WAS HEREUNTO AFFIXED IN ACCORDANCE
 WITH THE COMPANY'S CONSTITUTION:

Kara Nicholls
 SIGNATURE SECRETARY/DIRECTOR
 KARA NICHOLLS
 NAME SECRETARY/DIRECTOR

Wayne Rex
 SIGNATURE DIRECTOR
 WAYNE REX
 NAME DIRECTOR



23/08

THE COMMON SEAL OF *Medallist Schaffhauser Developments Pty Limited*
 ... *Medallist Schaffhauser Developments Pty Limited* ... LIMITED
 WAS HEREUNTO AFFIXED IN ACCORDANCE
 WITH THE COMPANY'S CONSTITUTION:

Kara Nicholls
 SIGNATURE SECRETARY/DIRECTOR
 KARA NICHOLLS
 NAME SECRETARY/DIRECTOR

Wayne Rex
 SIGNATURE DIRECTOR
 WAYNE REX
 NAME DIRECTOR

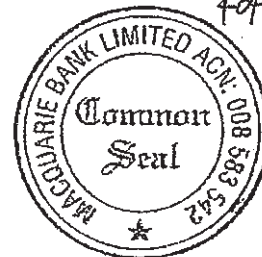


06/08

THE COMMON SEAL OF MACQUARIE BANK
 LIMITED WAS HEREUNTO AFFIXED IN
 ACCORDANCE WITH THE COMPANY'S
 CONSTITUTION:

Dennis Leong
 COMPANY SECRETARY
 Dennis Leong
 NAME

John Spitznagel
 DIRECTOR
 John Spitznagel
 NAME



10/08

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN
DP216298, LOT 2 IN DP232574, ~~LOT B IN DP392822~~,
LOTS 1 AND 2 IN DP403301, LOT 1 IN DP1040456
AND LOT 2 IN DP1041877

DP1127481

LOT 1 IN DP1128454 *AM*

Registered:



10.9.2008

* OFFICE USE ONLY

Subdivision Certificate No: 12091

Date of Endorsement: 1st July 2008

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 059 663 136
BY ITS DULY APPOINTED ATTORNEYS

BBETT LENNANE

MARK CORBETT

Full Names

[Signature]

Signature
[Signature]

Signature

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

Doc: 4475
No: 147

[Signature]
Witness MARTIN CALDERWOOD

K Vella
KATHLEEN VELLA

[Signature]
Alfred Vella

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

Lengths are in metres:

(Sheet 1 of 7 sheets)

Plan: **DP1127481**

Plan of Subdivision of Lots 1 and 3 in DP216298, Lot 2 in DP232574, Lot ~~B~~ **1** in ~~DP1128454~~ ^{AM} ~~DP302822~~, Lots 1 and 2 in DP403301, Lot 1 in DP1040456 and Lot 2 in DP1041877

Full name and address of the owners of the land being Lot 1 in DP216298, Lot 2 in DP232574 and Lot 1 in DP1040456

Medallist Golf Holdings Pty Limited
 ACN 091 026 818
 Level 14/1 Martin Place
 Sydney NSW 2000

Full name and address of the owners of the land being Lot 2 in DP1041877

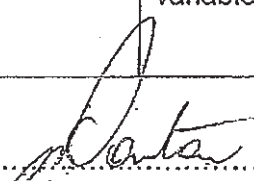
Medallist Schofields Developments Pty Ltd ACN 105 652 766
 Level 14/1 Martin Place
 Sydney NSW 2000

Full name and address of the owners of the land being Lots 1 and 2 in DP403301, Lot 3 in DP216298 and ~~Lot B in DP302822~~ Lot 1 in DP 1128454

Alfred Anthony Vella and Kathleen Anne Vella both of 254A Barrenjoey Road Newport NSW 2106

Part 1 (Creation)

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	Right of Carriageway 15, 23 and 23.5 wide and variable width (F)	104 105 107	103, 105, 107, 108 and 109 103 103, 104, 105, 108 and 109
2	Easement for Services 15, 23 and 23.5 wide and variable width (G)	104 105 107	103, 105, 107, 108 and 109 103 103, 104, 105, 108 and 109


 General Manager/Authorised Person
 BLACKTOWN CITY COUNCIL

Lengths are in metres:

(Sheet 2 of 7 sheets)

Plan: **DP1127481**

Plan of Subdivision of Lots 1 and 3 in DP216298, Lot 2 in DP232574, Lot ~~B-1~~
 in ~~DP1128454~~ ^{in DP302822}, Lots 1 and 2 in ~~DP1128454~~ ^{in DP302822}, Lot 1 in DP1040456 and Lot 2 in DP1041877

Part 1 (Creation) (Contd)

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:
3	Easement for Services 4.55 wide (L)	108 109	104 and 107 104, 107 and 108
4	Easement to Drain Water 2.5, 3 and 4 wide (M)	103 106 and 105 <i>estm</i> 109	105, 106, Lot 1 in DP840786 and Blacktown City Council 103, Lot 1 in DP840786 and Blacktown City Council 103, 104, 105, 106, 107, 108 and Blacktown City Council
5	Easement to Drain Water 2 Wide (N)	109	104 and 107
6	Positive Covenant (H)	104, 105 and 107	Blacktown City Council
7	Restriction on Use of Land	103, 104, 105, 106, 107, 108 and 109	Blacktown City Council

[Signature]

 General Manager/Authorised Person
 BLACKTOWN CITY COUNCIL

Lengths are in metres:

(Sheet 3 of 7 sheets)

Plan: **DP1127481**

Plan of Subdivision of Lots 1 and 3 in DP216298, Lot 2 in DP232574, Lot ~~B-1~~
 in DP ~~1128454~~ ~~in DP392822~~, Lots 1 and 2 in DP403301, Lot 1 in DP1040456 and Lot 2 in DP1041877

in DP 1128454
CM

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Right of Way created by G344801	Lot 2 in DP232574	Lots 1 and 2 in DP403301 and Lot B in DP 392822 - 1 in DP 1128454 <i>CM</i>
2	Right of Carriageway created by J398802	Lot 2 in DP232574	Lots 1 and 3 in DP216298

Part 2 (Terms)

1. Terms of Right of Carriageway (F) numbered 1 in the plan.

The proprietor of the benefited lot and every person authorised by him may go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the site of the easement provided that this right of carriageway is a temporary right.

Council will raise no objection to the extinguishing of this Right of Carriageway upon construction and dedication of a public road providing vehicular access to the benefited lot.

2. Terms of Easement for Services (G) numbered 2 in the plan.

The terms of the Easement for Services of Schedule 8 Part 11 of the Conveyancing Act 1919 are deemed to be incorporated in this instrument with the following addition:

Council will raise no objection to the extinguishment of this Easement for Services upon construction and dedication of a public road to the benefited lot.

The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to this easement or regarding access under this easement.

[Signature]

 General Manager/Authorised Person
 BLACKTOWN CITY COUNCIL

Lengths are in metres:

(Sheet 4 of 7 sheets)

Plan: DP1127481

Plan of Subdivision of Lots 1 and 3 in
DP216298, Lot 2 in DP232574, Lot 8-1
in DP1128454 in DP392822, Lots 1 and 2 in
DP403301, Lot 1 in DP1040456 and
Lot 2 in DP1041877

Part 2 (Terms) (Contd)

3. Terms of Positive Covenant (H) numbered 6 in the plan.

The proprietor of the lot hereby burdened will in respect of the right of carriageway within the benefited lot numbered 1 in the plan.

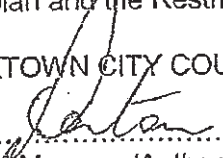
- (a) maintain the driveway surface and any associated drainage system in reasonable working condition;
- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition; and
- (c) share the costs of the abovementioned works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

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

- (a) No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal archaeology and compliance with the Colebee Development Control Plan.
- (b) Prior to the transfer of title of the lot burdened from the legal ownership of Medallist Golf Holdings Pty Ltd, Medallist Schofields Developments Pty Ltd and/or its subsidiary companies, a permanent and legal all-weather access shall be constructed to the lot to Council's satisfaction. Such access shall have a minimum constructed width of 7m and a legal reserve of 21m.

Name of Authority empowered to release, vary or modify the Right of Carriageway numbered 1 in the plan, the Easement for Services numbered 2 in the plan, the Easement to Drain Water numbered 4 in the plan, the Positive Covenant numbered 6 in the plan and the Restriction on Use of Land numbered 7 in the plan.

BLACKTOWN CITY COUNCIL


.....
General Manager/Authorised Person
BLACKTOWN CITY COUNCIL

Lengths are in metres:

(Sheet 5 of 7 sheets)

Plan: **DP1127481**

Plan of Subdivision of Lots 1 and 3 in DP216298, Lot 2 in DP232574, Lot ~~8-1~~ in ~~DP302822~~, Lots 1 and 2 in DP403301, Lot 1 in DP1040456 and Lot 2 in DP1041877

in DP 1128454 ^{CSM}

THE COMMON SEAL OF Medallist Golf Holdings Pty LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION:

EXECUTED by
MEDALLIST GOLF HOLDINGS PTY LIMITED
ACN 091 026 818
in accordance with Section 127 of the Corporations Act



M

Signature of Director

Kara Nicholls

Signature of Director/secretary

WAYNE REX

Name (please print)

KARA NICHOLLS

Name (please print)

THE COMMON SEAL OF Medallist Schofields Developments Pty LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION:

EXECUTED by
MEDALLIST SCHOFIELDS DEVELOPMENTS PTY LTD
ACN 105 652 766
in accordance with Section 127 of the Corporations Act



M

Signature of Director

Kara Nicholls

Signature of Director/secretary

WAYNE REX

Name (please print)

KARA NICHOLLS

Name (please print)

[Signature]

General Manager/Authorised Person
BLACKTOWN CITY COUNCIL

Lengths are in metres:

(Sheet 6 of 7 sheets)

Plan: **DP1127481**

Plan of Subdivision of Lots 1 and 3 in
DP216298, Lot 2 in DP232574, Lot ~~B-1~~
in DP ~~1128454~~ ¹¹²⁸⁴⁵⁴ in DP ~~302822~~ ³⁰²⁸²², Lots 1 and 2 in
DP403301, Lot 1 in DP1040456 and
Lot 2 in DP1041877

Signed in my presence by)
ALFRED ANTHONY VELLA)
who is personally known to me.)



.....
SIGNATURE OF
ALFRED ANTHONY VELLA

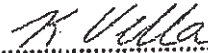


.....
SIGNATURE OF WITNESS

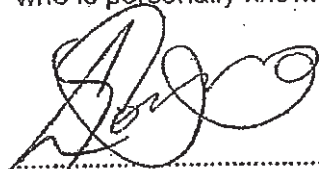
A. P. HOWEY

.....
NAME OF WITNESS (please print)

Signed in my presence by)
KATHLEEN ANNE VELLA)
who is personally known to me.)



.....
SIGNATURE OF
KATHLEEN ANNE VELLA



.....
SIGNATURE OF WITNESS

LLOYD GOMEZ

.....
NAME OF WITNESS (please print)



.....
General Manager/Authorised Person
BLACKTOWN CITY COUNCIL

Lengths are in metres:

(Sheet 7 of 7 sheets)

Plan: **DP1127481**

Plan of Subdivision of Lots 1 and 3 in
DP216298, Lot 2 in DP232574, Lot B-1
in DP1128454, DP302822, Lots 1 and 2 in
DP403301, Lot 1 in DP1040456 and
Lot 2 in DP1041877



EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 653 136
BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE
MARK CORBETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

M Calderwood
Witness **MARTIN CALDERWOOD**


Signature

Signature

Doc: 4475
No: 47

THE COMMON SEAL OF MACQUARIE BANK
LIMITED WAS HEREUNTO AFFIXED IN
ACCORDANCE WITH THE COMPANY'S
CONSTITUTION:

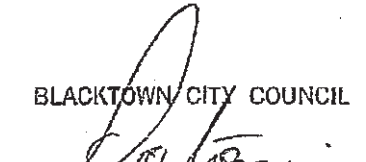


Paula Walsh
SECRETARY


DIRECTOR



BLACKTOWN CITY COUNCIL


Gareth Ponton
Manager Development Services

.....
General Manager/Authorised Person
BLACKTOWN CITY COUNCIL

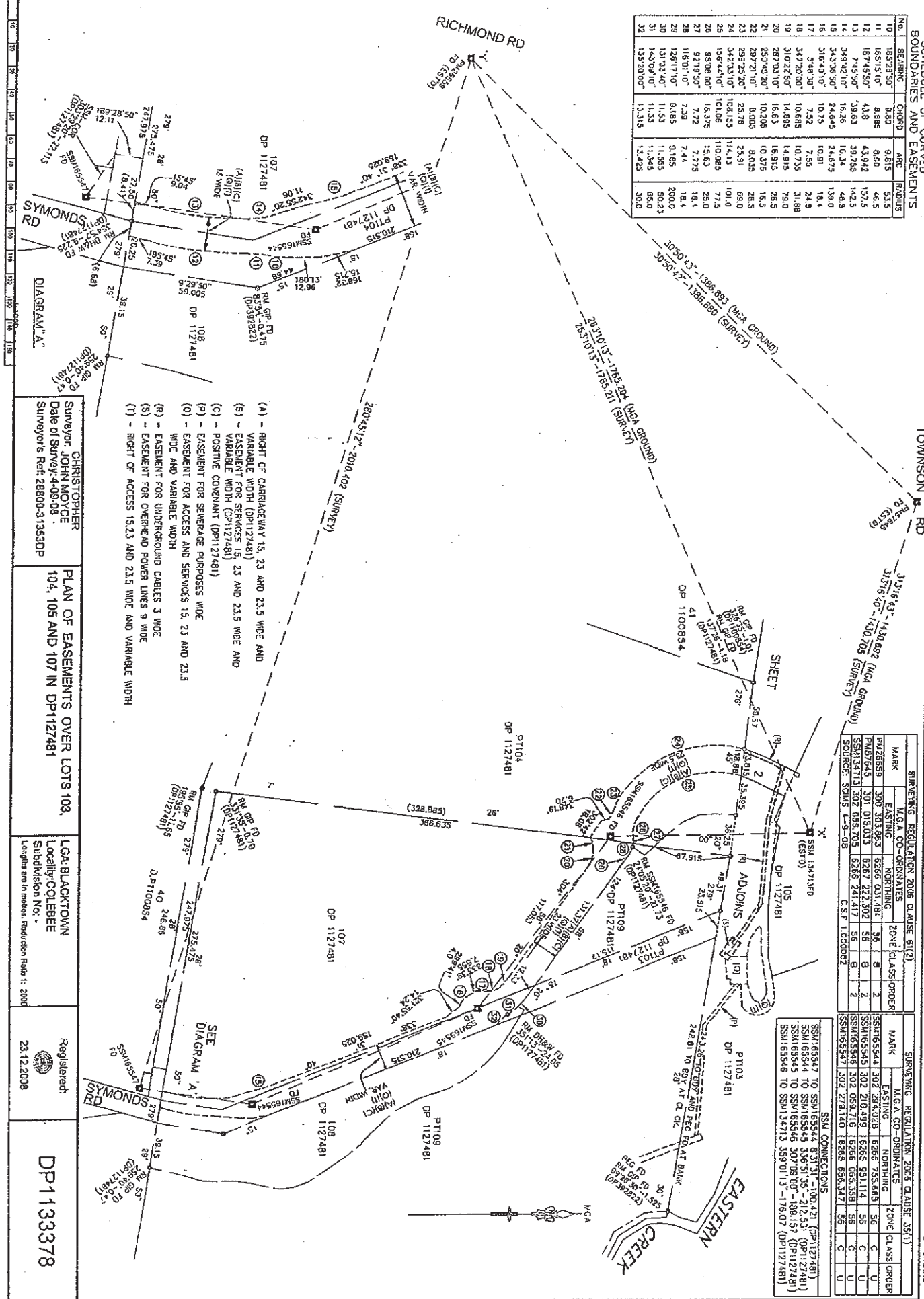
REGISTERED



10.9.2008

SCHEDULE OF CURVED BOUNDARIES AND EASEMENTS

No.	BEARING	CHORD	ARC	RADIUS
10	183.2350°	0.80	9.815	53.5
11	165.1510°	8.895	8.89	46.5
12	187.4550°	43.8	43.912	157.5
13	71.4590°	39.63	39.755	142.5
14	349.4210°	18.28	18.34	48.5
15	343.3050°	24.645	24.675	138.0
16	316.4010°	10.75	10.81	18.4
17	5.8430°	7.52	7.53	24.5
18	347.2050°	10.685	10.735	31.88
19	310.2250°	14.895	14.815	79.0
20	287.0310°	16.63	16.915	28.5
21	250.4020°	10.205	10.375	18.5
22	287.2110°	8.005	8.035	28.5
23	289.2320°	25.78	25.91	68.0
24	344.3310°	106.155	110.412	101.0
25	158.4410°	101.06	110.085	77.5
26	98.0090°	15.375	15.63	25.0
27	97.1950°	7.72	7.775	18.1
28	116.0110°	7.35	7.44	18.1
29	126.1710°	8.185	8.185	200.0
30	131.3210°	11.53	11.585	56.23
31	149.0810°	11.53	11.585	65.0
32	159.2810°	13.315	13.425	30.0



SURVEYING REGULATION 2006 CLAUSE 61(2)

MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
FM28589	300 303.893	6566 031.481	56	2
FM257645	301 015.033	6567 222.302	56	2
SM134713	302 055.205	6566 241.517	56	1
SOURCE: SONS 4-9-08		C.S.'s 10000902		

SURVEYING REGULATION 2006 CLAUSE 35(1)

MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
SM165544	302 281.028	6569 755.685	56	C
SM165545	302 210.498	6565 951.114	56	C
SM165546	302 058.716	6566 055.358	56	C
SM165547	302 278.140	6565 656.347	56	C

- (A) - RIGHT OF GARRAGEWAY 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH (DP1127481)
- (B) - EASEMENT FOR SERVICES 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH (DP1127481)
- (C) - POSITIVE COVENANT (DP1127481)
- (P) - EASEMENT FOR SEWERAGE PURPOSES WIDE
- (O) - EASEMENT FOR ACCESS AND SERVICES 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH
- (R) - EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (S) - EASEMENT FOR OVERHEAD POWER LINES 9 WIDE
- (T) - RIGHT OF ACCESS 15.23 AND 23.5 WIDE AND VARIABLE WIDTH

CHRISTOPHER SURVEYOR JOHN MOYSE
 Date of Survey: 4-09-08
 Surveyor's Ref: 28800-313530P

PLAN OF EASEMENTS OVER LOTS 103, 104, 105 AND 107 IN DP1127481

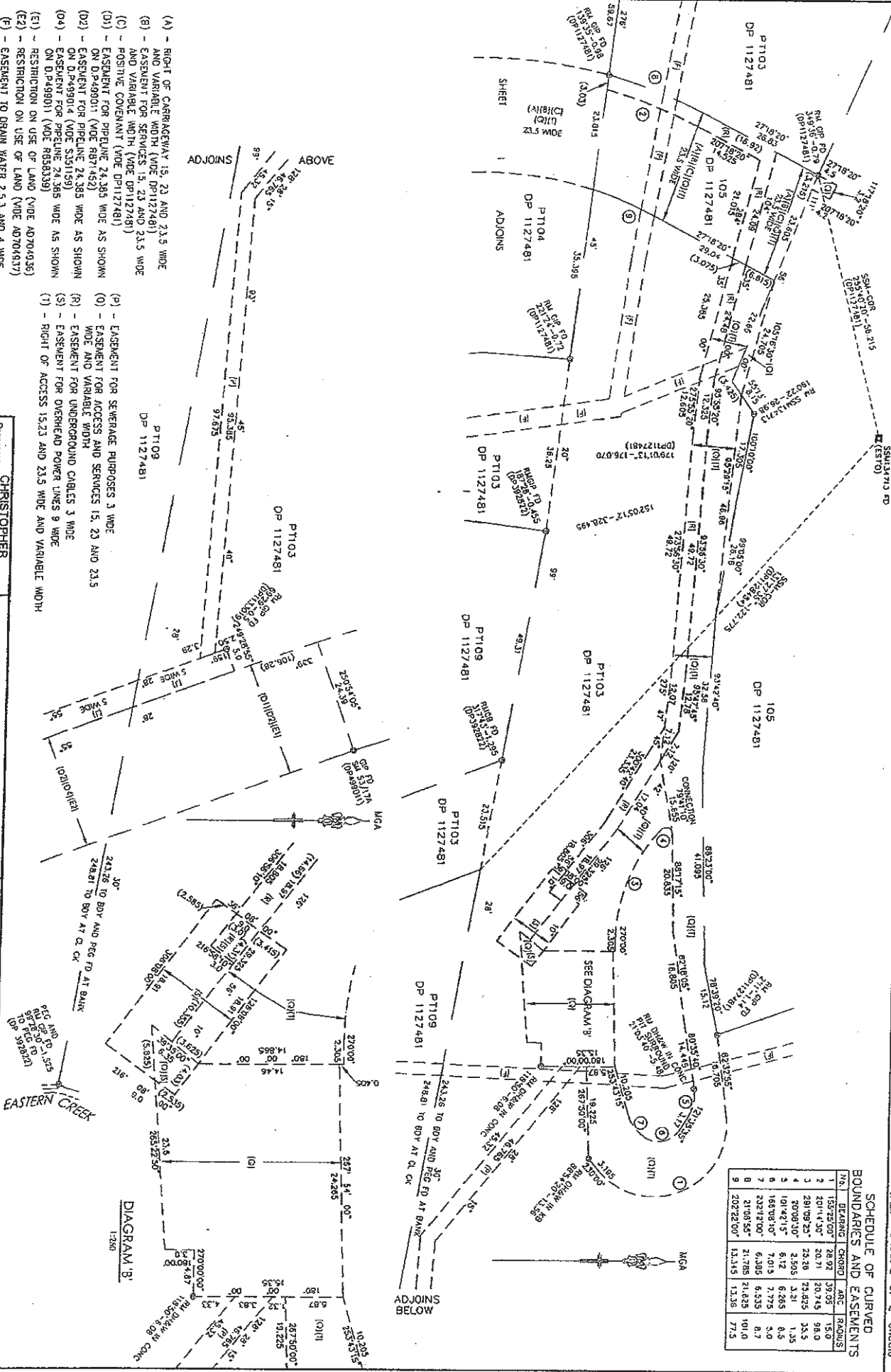
LGA: BLACKTOWN
 Locality: COLEBEE
 Subdivision No: -

Registered: 23.12.2008

DP1133378

SCHEDULE OF CURVED BOUNDARIES AND EASEMENTS

No.	BEARING	CHORD	ARC	RADIUS
1	153°30'00"	28.07	10.03	15.00
2	30°14'30"	28.71	10.74	15.00
3	291°09'30"	29.28	10.82	15.5
4	80°08'30"	2.50	0.91	1.35
5	101°42'15"	6.12	2.28	3.0
6	165°08'10"	7.01	2.57	3.0
7	232°12'00"	6.38	2.33	3.0
8	210°08'55"	21.78	7.92	10.0
9	202°22'00"	13.15	4.75	7.5



- (A) - RIGHT OF CARRIAGEWAY 15.23 AND 23.5 WIDE AND VARIABLE WIDTH (DP1127481)
- (B) - EASEMENT FOR SERVICES 5.23 AND 23.5 WIDE AND VARIABLE WIDTH (DP1127481)
- (C) - POSITIVE COVENANT (WIDE DP1127481)
- (D) - EASEMENT FOR PIPELINE 24.385 WIDE AS SHOWN ON D.P.499011 (WIDE RBT1452)
- (E) - EASEMENT FOR PIPELINE 24.385 WIDE AS SHOWN ON D.P.499014 (WIDE S391159)
- (F) - EASEMENT FOR PIPELINE 24.385 WIDE AS SHOWN ON D.P.499011 (WIDE RBS8339)
- (G) - RESTRICTION ON USE OF LAND (WIDE AD70436)
- (H) - EASEMENT TO DRAIN WATER 2.53 AND 4 WIDE (WIDE DP1127481)
- (I) - EASEMENT FOR SEWERAGE PURPOSES 4.5 AND 6.5 WIDE (WIDE DP1133378)

- (1) - RIGHT OF ACCESS 15.23 AND 23.5 WIDE AND VARIABLE WIDTH
- (2) - EASEMENT FOR SEWERAGE PURPOSES 3 WIDE
- (3) - EASEMENT FOR ACCESS AND SERVICES 15.23 AND 23.5 WIDE AND VARIABLE WIDTH
- (4) - EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (5) - EASEMENT FOR OVERHEAD POWER LINES 9 WIDE

CHRISTOPHER
 Surveyor JOHN MOYCE
 Date of Survey: 4-08-08
 Surveyors Ref: 28890-31383DP

PLAN OF EASEMENTS OVER LOTS 103, 104, 105 AND 107 IN DP1127481

LGA: BLACKTOWN
 Locality: COLLEBE
 Subdivision No. -
 Lengths are in metres. Reduction Ratio: 1:500

Registered:
 23.12.2008

DP1133378

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

* OFFICE USE ONLY

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

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

1. EASEMENT FOR SEWERAGE PURPOSES 3 WIDE.
2. EASEMENT FOR ACCESS AND SERVICES 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH.
3. EASEMENT FOR UNDERGROUND CABLES 3 WIDE.
4. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE.
5. RIGHT OF ACCESS 15, 23 AND 23.5 WIDE AND VARIABLE WIDTH.

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

Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
Date of Endorsement:
Accreditation no:
Subdivision Certificate no:
File no:

* Delete whichever is inapplicable.

DP1133378 *

Registered:  23.12.2008 *
Title System: TORRENS
Purpose: EASEMENTS

PLAN OF EASEMENTS OVER LOTS 103, 104, 105 AND 107 IN DP1127481

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

Surveying Regulation, 2006

I, CHRISTOPHER JOHN MOYCE
OF LOCKLEY LAND TITLE SOLUTIONS PO BOX 400 GLADESVILLE 1675
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: 4-9-2008

The survey relates to EASEMENTS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 4-9-08
Surveyor registered under the *Surveying Act, 2002*

Datum Line:
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP392822
DP1127481
DP1128454

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

SURVEYOR'S REFERENCE: 28800-31353 DP

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF EASEMENTS OVER LOTS 103, 104, 105
 AND 107 IN DP1127481

DP1133378

Registered:



23.12.2008

Subdivision Certificate No:

Date of Endorsement:

The Common Seal of
Medallist Golf Holdings Pty Limited
 ACN 091 026 818
 atf Medallist Schofields Trust
 was hereunto affixed in accordance with
 the company's constitution.



5/08

[Signature]
 Signature of Director

Ian Williams

Name of Director

[Signature]
 Signature of Director/Secretary
 KARA NICHOLLS

Name of Director/Secretary

The Common Seal of
**Medallist Schofield Developments
 Pty Limited**
 ACN 105 652 766
 was hereunto affixed in accordance with
 the company's constitution.



11/08

[Signature]
 Signature of Director

Ian Williams

Name of Director

[Signature]
 Signature of Director/Secretary
 KARA NICHOLLS

Name of Director/Secretary

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF EASEMENTS OVER LOTS 103, 104, 105
 AND 107 IN DP1127481

DP1133378

Registered:

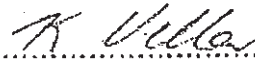


23.12.2008

Subdivision Certificate No:


Date of Endorsement:



 Alfred Anthony Vella



 Kathleen Anne Vella

The COMMON SEAL OF
 MACQUARIE BANK LIMITED)
 ACN 008 583 542 was)
 affixed in accordance)
 with the Company's)
 Constitution)




 Signature of Secretary / Director
 Paula Walsh




 Signature of Director
 JOHN WRIGHT


 Name of Secretary / Director
 Dennis Leong

Name of Director
 JOHN WRIGHT

EXECUTED BY CAPITAL FINANCE
 AUSTRALIA LIMITED ACN 069 663 136
 BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE
MARK CORRETT
 Full Names


 Signature

 Signature

PURSUANT TO POWER OF
 ATTORNEY OF WHICH THEY HAVE NO
 NOTICE OF REVOCATION
 IN THE PRESENCE OF:


 Witness GEORGETTE HAMILL

BOOK 4475
 2007

* OFFICE USE ONLY

ePlan

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

Lengths are in metres:

(Sheet 1 of 7 sheets)

Plan: **DP1133378**

Plan of Easements over Lots 103, 104, 105 and 107 in DP1127481

Full name and address of the owners of the Land

Medallist Golf Holdings Pty Limited
 ACN 091 026 818
 atf Medallist Schofields Trust
 Level 14, 1 Martin Place
 Sydney NSW 2000

Medallist Schofields Developments Pty Limited
 ACN 105 652 766
 Level 14, 1 Martin Place
 Sydney NSW 2000

Alfred Anthony Vella and
 Kathleen Anne Vella both of
 254A Barrenjoey Road
 Newport NSW 2106

Part 1 (Creation)

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 Sewerage Purposes 3 Wide	103 in DP1127481	Sydney Water Corporation
2.	Easement for Access and Services 15, 23 and 23.5 wide and Variable Width	103, 104, 105 and 107 in DP1127481	Sydney Water Corporation
3.	Easement for Underground Cables 3 Wide	103 and 105 in DP1127481	Integral Energy Australia
4.	Easement for Overhead Power Lines 9 Wide	103 in DP1127481	Integral Energy Australia
5.	Right of Access 15, 23 and 23.5 wide and variable width	103, 104, 105 and 107	Integral Energy Australia

Lengths are in metres:

(Sheet 2 of 7 sheets)

ePlan

Plan: **DP1133378**

Plan of Easements over Lots 103,
104, 105 and 107 in DP1127481

Part 2 (Terms)

1. Terms for Easement for Sewerage Purposes 3 wide numbered 1 in the plan.

An Easement for Sewerage Purposes in the terms set out in Memorandum 7158328 filed in the Department of Lands (Division of Land and Property Information NSW).

Name of authority empowered to release, vary or modify the Easement for Sewerage Purposes 3 wide numbered 1 in the plan.

Sydney Water Corporation.

2. Terms of Easement for Access and Services 15, 23 and 23.5 wide and variable width numbered 2 in the plan.

An Easement for Access, Electricity Purposes, Sewerage Purposes, Telecommunications Purposes and Water Supply Purposes, in the terms set out in Memorandum 7158335G filed in the Department of Lands (Division of Land and Property Information NSW), amended for the purposes of this instrument as follows:

The words "but not" occurring in the second line of the interpretation of "Sewerage Works" and the second line of the interpretation of "Water Supply works" in Clause 1.1 of Memorandum 7158335G are to be deleted and the word "or" shall be inserted in their place.

Name of Authority empowered to release, vary or modify the Easement for Access and Services 15, 23 and 23.5 wide and variable width numbered 2 in the plan.

Sydney Water Corporation

3. Terms of Easement for Underground Cables 3 Wide numbered 3 in the plan.

The terms as set out in Memorandum No. 9262885 registered at Land and Property Information, NSW, are incorporated in this document.

The authority benefited agrees to execute an appropriate release of this easement when the temporary power line is decommissioned and the electrical equipment has been removed from the easement, provided that any costs associated with the release are borne by the owner.

Name of authority empowered to release, vary or modify the Easement for Underground Cables 3 wide numbered 3 in the plan.

Integral Energy Australia

Lengths are in metres:

(Sheet 3 of 7 sheets) ePlan

Plan: **DP1133378**

Plan of Easements over Lots 103,
104, 105 and 107 in DP1127481

Part 2 (Terms)(cont'd)

4. Terms of Easement for Overhead Power Lines 9 Wide numbered 4 in the plan.

The terms as set out in Memorandum No. 9262884 registered at Land and Property Information, NSW, are incorporated in this document.

The authority benefited agrees to execute an appropriate release of this easement when the temporary power line is decommissioned and the electrical equipment has been removed from the easement, provided that any costs associated with the release are borne by the owner.

Name of authority empowered to release, vary or modify the Easement for Overhead Power Lines 9 Wide numbered 4 in the plan.

Integral Energy Australia

5. Terms of Right of Access 15, 23 and 23.5 wide and variable width numbered 5 in the plan

A Right of Access within the meaning of Schedule 4A Part 11 of the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify the Right of Access 15, 23 and 23.5 wide and variable width numbered 5 in the plan.

Integral Energy Australia

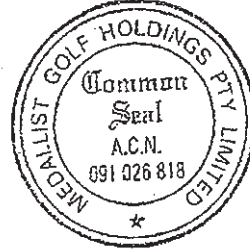
Lengths are in metres:

(Sheet 4 of 7 sheets) ePlan

Plan: **DP1133378**

Plan of Easements over Lots 103,
104, 105 and 107 in DP1127481

The Common Seal of
Medallist Golf Holdings Pty Limited
ACN 091 026 818
atf Medallist Schofields Trust
was hereunto affixed in accordance with
the company's constitution.



59/08

Handwritten signature of Ian Williams in cursive script.

Signature of Director

Ian Williams

Name of Director

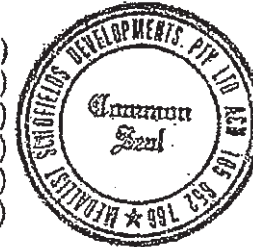
Handwritten signature of Kara Nicholls in cursive script.

Signature of Director/Secretary

KARA NICHOLLS

Name of Director/Secretary

The Common Seal of
**Medallist Schofield Developments
Pty Limited**
ACN 105 652 766
was hereunto affixed in accordance with
the company's constitution.



10/08

Handwritten signature of Ian Williams in cursive script.

Signature of Director

Ian Williams

Name of Director

Handwritten signature of Kara Nicholls in cursive script.

Signature of Director/Secretary

KARA NICHOLLS

Name of Director/Secretary


Lengths are in metres:


(Sheet 5 of 7 sheets) ePlan

Plan: **DP1133378**

Plan of Easements over Lots 103,
104, 105 and 107 in DP1127481

Signed in my presence by)
ALFRED ANTHONY VELLA)
who is personally known to me)

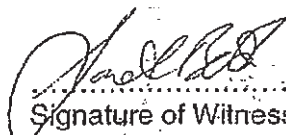

.....
Signature of Witness


.....
Signature of
ALFRED ANTHONY VELLA

Lloyd Gomez
.....
Name of Witness (please print)

Level 14, No 1 Martin Pl, Sydney
.....
Address of Witness (please print)

Signed in my presence by)
KATHLEEN ANNE VELLA)
who is personally known to me)

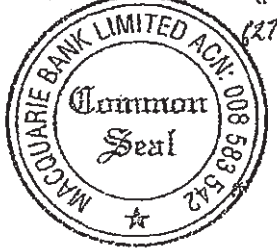

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Signature of Witness

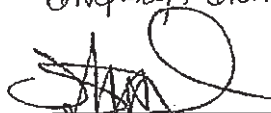
K Vella
.....
Signature of
KATHLEEN ANNE VELLA

Janet Best
.....
Name of Witness (please print)

8 Brea Close, Glenmore Park
.....
Address of Witness (please print)

The COMMON SEAL of)
MACQUARIE BANK)
LIMITED ACN 008 583)
542 was affixed in)
accordance with the)
Company's Constitution)




.....
Signature of Secretary/Director
Paula Walsh
Dennis Leong
.....
Name of Secretary/Director

John Wright
.....
Signature of Director
JOHN WRIGHT
.....
Name of Director

Lengths are in metres:

(Sheet 6 of 7 sheets) ePlan

Plan: **DP1133378**

Plan of Easements over Lots 103,
104, 105 and 107 in DP1127481

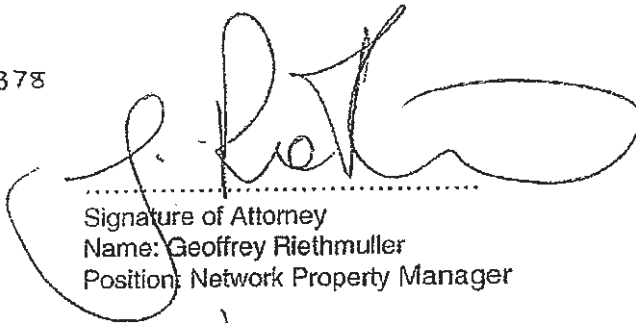
Signed on behalf of Integral Energy
Australia by its Attorney pursuant to
Power of Attorney Book 4509 No 838
In the presence of: ABN 59 253 130 878



Signature of Witness

Ray Simmonds

Name of Witness



Signature of Attorney
Name: Geoffrey Riethmuller
Position: Network Property Manager

13 November 2008

Date of execution

UUL1242

C/- Integral Energy Australia
51 Huntingwood Drive
Huntingwood 2148

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

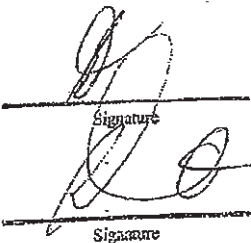
 BRETT LENNANE

MARK CORRETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:


Witness: GEORGETTE HAMILL


Signature

BO 066 4475

- 0 4 7

Lengths are in metres:

(Sheet 7 of 7 sheets) ePlan

Plan: **DP1133378**

Plan of Easements over Lots 103,
104, 105 and 107 in DP1127481

Signed for Sydney Water Corporation
by its Attorneys

.....
MARK ROWLEY
.....

.....
ROBERT EDWARD SEYMOUR
.....

who hereby state at the time of executing this
instrument have no notice of the revocation of
the Power of Attorney Registered No. 606
Book 4541 under the Authority of which
this instrument has been executed

.....
M Rowley
.....
Attorney
.....
Seymour
.....
Attorney

.....
[Signature]
.....
Signature of Witness

.....
NGA BUI
.....
Name of Witness

.....
115 BATHURST STREET, SYDNEY
.....
Address of Witness

REGISTERED



23.12.2008

Applicant CITYLINK & LEGALITIES LEGAL SERVICES
 PO BOX A2622
 SYDNEY SOUTH NSW 1235

Property LOT 105 DP 1127481
 TOWNSON ROAD,

Suburb COLEBEE Parish of Gidley

NOTE: The land the subject of this Certificate is known to be located in the suburb of Colebee. For all correspondence and property transactions this suburb name is to be used.

PART A
PRESCRIBED INFORMATION PROVIDED PURSUANT TO
SECTION 149(2) OF THE ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979 (EP&A Act 1979)

NOTE: The following information is provided pursuant to Section 149(2) of the EP&A Act 1979, as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*, and is applicable as of the date of this certificate.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Environmental Planning Instruments

The abovementioned land is affected by the following environmental planning instrument and proposed environmental planning instrument/s (where applicable) which have been the subject of community consultation or on public exhibition under the Act.

Blacktown Local Environmental Plan 1988 (Refer to Attachment A)

Blacktown Local Environmental Plan 1988 specifies the purposes for which development may be carried out or are prohibited within this zone.

1.2 Development Control Plans

The land is affected by Blacktown Development Control Plan (DCP) 2006.

This DCP provides general guidance for the development of land within the City of Blacktown.

Council Chambers • 62 Flushcombe Road • Blacktown NSW 2148

Telephone: (02) 9839 6000 • **Facsimile:** (02) 9831 1961 • **DX** 8117 Blacktown

<http://www.blacktown.nsw.gov.au> • **email:** council@blacktown.nsw.gov.au

All correspondence to: The General Manager • PO Box 63 • Blacktown NSW 2148

1.3 Relevant State Environmental Planning Policies (SEPPs), including draft policies, or Regional Environmental Plans deemed to be SEPPs

State Environmental Planning Policy No. 1 - Development Standards

The policy requires that variations to development standards must meet the objectives of local plans and controls. It makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

State Environmental Planning Policy No. 4 - Development Without Consent and Miscellaneous Complying Development

This policy permits minor development and activities on land without a development application or through alternative assessment. This policy should be read in conjunction with Councils controls for Exempt and Complying Development.

State Environmental Planning Policy - Housing For Seniors Or People With a Disability 2004

State Environmental Planning Policy No. 5 - Housing for Older People and People with a Disability has been repealed by a new State Environmental Planning Policy (SEPP) - Seniors Living 2004, which was renamed to SEPP (Housing for Seniors or People with a Disability) 2004 effective from 12 October 2007. The new SEPP sets out standards and design requirements for self-care housing, "serviced" self-care housing, vertical villages, residential care facilities and hostels. The Policy recognises that demand for these forms of housing will grow over the next 10 - 15 years. It encourages the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood.

State Environmental Planning Policy No. 6 - Number of Storeys in a Building

This policy sets out a method for determining the number of storeys in a building, to prevent possible confusion arising from the interpretation of various environmental planning instruments.

State Environmental Planning Policy No. 19 - Bushland in Urban Areas

This policy protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Land)

This policy states the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

State Environmental Planning Policy No. 55 - Remediation of Land

This policy provides state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

This policy encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

State Environmental Planning Policy No. 64 - Advertising and Signage

This policy aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors.

State Environmental Planning Policy - Affordable Rental Housing 2009

This policy establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

State Environmental Planning Policy - Exempt and Complying Development Codes

This policy streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy - Major Development 2005

The SEPP defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning & Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.

State Environmental Planning Policy - Sydney Region Growth Centres 2006

This policy provides for the co-ordinated release of land for residential, employment and other urban development in the North West and South West Growth Centres of the Sydney Region (in conjunction with the Environmental Planning and Assessment Regulation relating to precinct planning). The policy identifies certain land as being within a residential, employment, environmental, recreation or infrastructure zone.

State Environmental Planning Policy - Basix

This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004.

State Environmental Planning Policy - Infrastructure 2007

This policy provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

State Environmental Planning Policy - Mining, Petroleum Production and Extractive Industries 2007

This policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The policy establishes appropriate planning controls to encourage ecologically sustainable development.

State Environmental Planning Policy - Temporary Structures 2007

This policy provides for the erection of temporary structures and the use of places of public entertainment, while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

2. ZONING AND LAND USE UNDER RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS

- (a) Pursuant to Blacktown Local Environmental Plan (LEP) 1988 the land is zoned:

2(a) - RESIDENTIAL 'A'

6(a) - OPEN SPACE - PUBLIC RECREATION

- (b) Extracts from Blacktown Local Environmental Plan 1988 which specify the purposes for which development may be carried out within the zone/s applying to the land the subject of this Certificate are at Attachment A.

Should you require further information about the permissibility of development and related development standards it is recommended that you consult a full copy of Blacktown Local Environmental Plan 1988. It should be noted that the Environmental Planning & Assessment Act 1979, as amended, changes the way in which Blacktown Local Environmental Plan 1988 and other State Government issued environmental planning instruments should be interpreted. Pursuant to the amended Environmental Planning & Assessment Act 1979 Council's development consent is now required for all development regardless of its zoning/s, other than "exempt development" and "complying development", as defined in Blacktown Local Environmental Plan 1988.

- (c) Extracts from Blacktown Local Environmental Plan 1988 which specify the purpose for which development may not be carried out within the zone/s applying to the land the subject of this Certificate are at Attachment A.
- (d) An extract of the planning instrument at Attachment A provides details of the purposes for which development is prohibited within the zone applying to the land.
- (e) Blacktown Local Environmental Plan 1988 does not nominate minimum land dimensions for the erection of a dwelling-house. It is noted however that Blacktown Development Control Plan 2006 stipulates minimum areas for subdivision, integrated housing, dual occupancies and the like.
- (f) The land does not include or comprise a critical habitat. Critical habitat refers to habitat that is critical to the survival of endangered species, populations or ecological communities. Areas of critical habitat are declared under Part 3 of the Threatened Species Conservation Act 1995 and Part 7A of the Fisheries Management Act 1994.

- (g) The land is not within a conservation area.
- (h) This land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 1988.

3. COMPLYING DEVELOPMENT

Complying Development under the *General Housing Code* of the Codes SEPP may not be carried out on the land. The land is affected by specific land exemptions:

the land is reserved for a public purpose in an environmental planning instrument.

Complying Development under the *Rural Housing Code* of the Codes SEPP may not be carried out on the land unless complying development is carried out on the part of the lot to which clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply. The land is affected by specific land exemptions:

the land is reserved for a public purpose in an environmental planning instrument.

Complying Development under the *Housing Alterations Code* of the Codes SEPP may be carried out on the land.

Complying Development under the *General Development Code* of the Codes SEPP may be carried out on the land.

Complying Development under the *General Commercial and Industrial Code* of the Codes SEPP may be carried out on the land.

Complying Development under the *Subdivisions Code* of the Codes SEPP may be carried out on the land.

Complying Development under the *Demolition Code* of the Codes SEPP may be carried out on the land.

Disclaimer: This information only addresses matters raised in Clauses 1.17A and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with the general requirements of the State Environmental Planning Policy (Exempt and Complying Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of State Environmental Planning Policy (Exempt and Complying Codes) 2008 is invalid.

4. COASTAL PROTECTION

The land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. MINE SUBSIDENCE

The land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act, 1961*.

6. ROAD WIDENING AND ROAD REALIGNMENT

Blacktown Local Environmental Plan 1988 and Blacktown Development Control Plan 2006 nominate preferred road patterns throughout the City.

The land is not affected by road widening/road realignment under Division 2 of Part 3 of the Roads Act 1993 and/or environmental planning instrument.

The land is affected by a road pattern.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Council has not adopted any policies to restrict the development of the land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils. Although the Council has not adopted a specific policy to restrict development on bush fire prone land, it is bound by statewide bush fire legislation that may restrict development. In this regard, refer to point 11 below.

Council has adopted a policy on contaminated land which may restrict the development of this land. The land contamination policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land. Consideration of Council's policy and the application of provisions under the relevant State legislation and guidelines is necessary.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate.

8. LAND RESERVED FOR ACQUISITION

Clauses 17, 17A and 18 of Blacktown Local Environmental Plan 1988 provide for the acquisition of certain land zoned 5(a), 5(b), 5(c), 6(a) or 6(c) by a public authority.

9. CONTRIBUTIONS PLANS

Council currently levies contributions under Section 94 of the EP&A Act 1979 for facilities and services. The further development of the subject land may incur such contribution.

9A. BIODIVERSITY CERTIFIED LAND

The land has not been granted biodiversity certification within the meaning of the Threatened Species Conservation Act 1995.

10. BIOBANKING AGREEMENTS

Council has not been notified of the existence of a biodiversity agreement under the Threatened Species Conservation Act 1995.

11. BUSH FIRE PRONE LAND

The *Rural Fires and Environmental Assessment Legislation Amendment Act 2002*, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Category 1 Type Vegetation

within 100m buffer around Category 1

On land that is bush fire prone, certain development may require further consideration under Section 79BA or Section 91 of the EP&A Act 1979 and under Section 100B of the *Rural Fires Act 1997*.

12. PROPERTY VEGETATION PLANS

Land to which this Certificate applies is not subject to a Property Vegetation Plan under the provisions of the *Native Vegetation Act 2003*.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Land to which this Certificate applies is not the subject of an order made under the *Trees (Disputes Between Neighbours) Act 2006*.

14. DIRECTIONS UNDER PART 3A

Land to which this Certificate applies is not subject to the above.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

Land to which this Certificate applies is not subject to the above.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Land to which this Certificate applies is not subject to the above.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Land to which this Certificate applies is not subject to the above.