

# POSITIVE COVENANT

New South Wales

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pages to the top left-hand corner.

## Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE**

Lots 8-12 (inclusive) in Deposited Plan 1136859 and Lots 4000-4003 (inclusive) and 4006 and 4007 in Deposited Plan 1194309

(B) **LODGED BY**

Document Collection Box  <b>185H</b>	Name, Address or DX, Telephone, and Customer Account Number if any  Clayton Utz Lawyers DX 370 Sydney Telephone: 9353 4000  Reference: 315222630	CODE  <b>PC</b>
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(C) **REGISTERED PROPRIETOR**

Of the above land  
URBANGROWTH NSW DEVELOPMENT CORPORATION ABN 41 163 782 371

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
The Government of NSW (represented by the Heritage Council)

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

**DATE**

(G) **Execution by the prescribed authority**

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

Signature of witness:	Signature of authorised officer:
Name of witness:	Name of authorised officer:
Address of witness:	Position of authorised officer:

(G) **Execution by the registered proprietor**

I certify that I am an eligible witness and that an authorised officer of the registered proprietor signed this dealing in my presence.[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:	Signature of authorised officer:
Name of witness:	Authorised officer's name:
Address of witness:	Authority of officer:
	Signing on behalf of:

(H) **Consent of the N.A**

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

Signature of witness:	Signature of N.A.
Name of witness:	
Address of witness:	

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

## **1. Interpretation**

In this instrument:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (d) a reference to a document (including this instrument) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this instrument, and a reference to this instrument includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "**includes**" in any form is not a word of limitation; and
- (j) a reference to "**\$**" or "**dollar**" is to Australian currency.

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## **2. Run with the Land**

The conditions, covenants and restrictions, including in this clause 2, in this instrument are covenants and agreements between:

- (a) the Heritage Council for itself and its successors, assigns and transferees; and
- (b) the Proprietor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements and restrictions on use.

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### 3. Positive Covenant - Heritage

The Proprietor will comply with the Heritage Act 1977 as amended, consolidated or replaced from time to time in relation to all items identified in the State Heritage Register listings applicable to the Land as at the date of this covenant, and (unless otherwise agreed by the Heritage Council in writing) without limitation, must:

1. comply with all obligations under and by virtue of Section 170 and Section 170A of the Heritage Act 1977 (as if the proprietor was a government instrumentality for the purposes only of complying with those sections);
2. comply with the Australian Technology Park heritage documents, namely the:
  - a. Conservation Management Plan 2014-2019 (attached to this covenant) (**CMP**);
  - b. Heritage Asset Management Strategy 2013-2018 (attached to this covenant) (**HAMS**);
  - c. Moveable Collection Management Plan 2015-2020 (attached to this covenant) (**MCMP**),

(collectively the **Heritage Documents**), all on the basis that any variations, modifications, deletions or additions to any Heritage Documents must be endorsed by the Heritage Council of New South Wales (**Heritage Council**) and that all Heritage Documents must be updated and endorsed within five years of the date of the previous endorsement.

The Heritage Council may, by its servants or agents, at a reasonable time of the day and upon giving the proprietor not less than 2 days' notice, enter the land to determine whether or not the proprietor is complying with this covenant, and in particular, whether the heritage interpretation requirements of the Heritage Documents have been complied with.

The Heritage Council is the prescribed authority empowered to release, vary or modify this covenant.