

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	UPG 22 Pty. Ltd. ACN 607 945 915 137 Gilba Rd., Girraween, NSW 2145	
vendor's solicitor	Marc Hardman & Associates Level 1, 27 Hunter Street, Parramatta NSW 2150 DX 28307 Parramatta	Phone: 9633 1033 Fax: 9633 4936 Ref: MH:LDP:150646 E:marc@hardmanassociates.co m.au
date for completion land (address, plan details and title reference)	See special condition 6 Lot /45, 51 & 57 Gordan Road, Schofields, NSW 2762 now known as Lot in Deposited Plan 1236192 Folio Identifier /1236192	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions **See annexure hereto**

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$ _____ (10% of the price, unless otherwise stated)

balance \$

contract date _____ (if not stated, the date this contract was made)

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name: **Universal Property Group Pty Limited**
 Supplier's ABN: **ABN 98 078 297 748**
 Supplier's business address: **137 Gilba Rd., Girraween, NSW 2145**
 Supplier's email address: **bobby@bathia.com.au**
 Supplier's phone number: **9636 2465**
 Supplier's proportion of *RW payment*: **7%**

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas

Land & Housing Corporation

Local Land Services

NSW Department of Education

NSW Fair Trading

NSW Public Works Advisory

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Subsidence Advisory NSW

Telecommunications

Transport for NSW

Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – issued by a <i>bank</i> and drawn on itself; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, *notice of order* in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

20.6.7 *served* at the earliest time it is *served*. If it is *served* more than once.

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

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

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

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.4.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

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

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

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

145, 51 & 57 GORDAN ROAD SCHOFIELDS NSW 2762

SPECIAL CONDITIONS

1. SELLING AGENT.

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any agent or employee of an agent other than the agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of the agent's commission arising from this Contract other than to any agent herein named as such, then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the Purchaser to the Vendor in addition to the purchase price herein provided for. This special condition of this Contract and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

2. NOTICES.

The parties hereto agree that fourteen (14) days shall be an adequate period for any notice required to be given under or relating to this Contract.

3. PURCHASER ENQUIRIES.

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, as amended, it is hereby agreed and declared that the Purchaser has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract, and the Purchaser acknowledges that he has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract.

4. DEATH, MENTAL INCAPACITY.

Should either party (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the other party may by notice in writing rescind this Contract whereupon the

provisions of clause 19 shall apply, provided that the rescinding party s not otherwise in default under this Contract.

5. **INCLUSIONS.**

Included in this sale of the subject premises are the Inclusions listed on the annexure hereto, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the Inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

6. **COMPLETION DATE.**

The Completion Date is the later of:

- (a) Twenty-eight (28) days after the date of this Contract; or
- (b) Fourteen (14) days after the date of service of an Occupation Certificate where such certificate is not annexed hereto.

7. **BUILDING DEFECTS WARRANTY**

- 7.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.
- 7.2 If any disagreement arises in connection with special condition 7.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there no such party then by the party or parties who the Expert determines is or are to bear the costs.
- 7.3 For the purposes of this special condition "Expert" shall mean a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor.
- 7.4 Except in the case of Major Defects (being a fault or faults which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable), the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which may have appeared in the Property before completion, and is not

entitled to delay completion for defects that are other than Major Defects.

8 **RELEASE OF DEPOSIT.**

The Deposit Holder is the vendor's solicitor.

Notwithstanding anything herein contained, the purchasers hereby authorize and directs the vendor's Solicitor or agent to release to the vendor, or as the vendor may direct, the deposit monies.

9 **INCONSISTANCY WITH PRINTED CLAUSES.**

In the event that the Special Conditions contained herein are in any way inconsistent with, or conflict with, the printed provisions of this Contract for sale, then the Special Conditions shall prevail.

10 **COMPLETION**

10.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.

10.2 If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of \$330.00 inclusive GST. The payment of such costs is an essential term of this Contract.

10.3 If the purchaser completes this contract but does not do so on or before the completion date, then upon actual completion:

10.3.1 the purchaser must pay the Vendor interest on:

10.3.1.1 the balance of the price; and

10.3.1.2 any other amount payable by the purchaser to the Vendor under this contract,

from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and

- 10.3.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.
- 10.4 Payment of interest in accordance with this Clause 10 is an essential term of this contract.
- 10.5 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.
- 10.6 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.
- 10.7 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum \$165.00 inclusive of GST.

11. COUNCIL RATES, WATER RATES, LAND TAX, INSURANCE PREMIUMS

- 11.1 **Council Rates-**If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of \$1,500.00 per annum and no regard is to be had to the actual separate assessment if and when it issues.
- 11.2 **Water Rates-** If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not issued, the vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$500.00 per quarter and no regard is to be had to the actual separate assessment if and when it issues.
- 11.3 **Land Tax-** The vendor and purchaser agree that the amount of \$1,200.00 for the Lot shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land before Subdivision, or the Lot.

- 11.4 **Insurance premiums and Pre-paid maintenance contracts**– Strata Insurance premiums and Pre-paid Maintenance Contracts for the maintenance of bio-filtration basins and storm filters payable in respect of the development of the Property will be out-goings for the purposes of calculating adjustments on settlement.
- 11.5 The Vendor must, on or before completion, pay or procure the payment of:
- i. any assessment for council rates, and
 - ii. any assessment for water and sewerage rates

issued before completion for the Land before subdivision or for the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of rates.

- 11.6 (a) The Vendor must on or before completion, pay or procure the payment of any assessment for land tax issued before completion for the Land before Subdivision of the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of land tax.

(b) Where a land tax assessment has not been issued or a land tax certificate shows that the property may be liable for a charge but no value is attributed to the property, then the purchaser agrees to accept at completion and undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.

(c) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 5 of the Conveyancing (Sale of Land) Regulation 2010 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31st December in the year immediately before the year of completion.

- 11.7 Clauses 23.13 and 23.14 are deleted.

12 SYDNEY WATER

12.1 The Purchaser acknowledges that at the date of this Contract an accurate diagram of the Land from the appropriate sewerage authority showing where the Sydney Water sewer will affect the land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried

out all times with the approval of Sydney Water and this warranty shall not merge on completion.

12.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with the warranty in clause 12.1.

12.3 Completion is not subject to or conditional upon the Vendor providing any updated diagram form Sydney Water.

13. GST

The purchase price includes GST and the Vendor may not make any additional charge on account of GST.

The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.

The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.

For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

14. DEPOSIT

The Deposit is ten percent (10%) of the Price.

14.1 If the Vendor agrees in writing prior to exchange, or prior to the expiry of any statutory Cooling-Off Period, that it will accept payment of the Deposit by instalments, then:

14.2 the Deposit is payable as to 5% upon exchange, or upon the expiry of any statutory Cooling-Off Period, and the balance of 5% is payable on or before the Completion Date. The provisions of clauses 2.3 and 2.5 continue to apply until the deposit is paid in full.

14.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price".

14.3 Notwithstanding the provisions of the Contract the Vendor will accept on exchange of contracts a bank guarantee or deposit bond for the deposit in the place of cash payment. Such guarantee or deposit

bond must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.

15. SMOKE ALARM

15.1 For the purposes of the Conveyancing Act (Sale of Land) Regulation 2005 the Vendor discloses that:

- (a) this contract relates to land on which a building is situated;
- (b) smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 of the Environmental Planning and Assessment Regulation 2000 to be installed in the building;
- (c) the building complies with this requirement.

15.2 The purchaser shall not be entitled to make any objection, requisition or claim for compensation relating to this specific disclosure.

16. PURCHASER'S REQUISITIONS ON TITLE

16.1 Notwithstanding anything else herein contained, the Purchaser agrees to only make those requisitions on title as are set out in the form of requisitions annexed hereto. These requisitions are deemed to have been made as at the date of this contract.

16.2 Annexed hereto are the vendor's replies to the purchaser's requisitions on title.

17. AMENDMENTS TO PRINTED CONDITIONS

The Printed Conditions shall be amended in the following manner:

17.1 In Clause 7.1.1. "5%" is replaced with "1%";

17.2 Clause 7.1.3 is replaced with: "the purchaser does not serve notice waiving the claims within five (5) days after that service, and"

17.3 Clause 10.1, line 1 is replaced with:

"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of: "

17.4 Clauses 15, 14.4.2; 16.8, 23.9, 23.13, 23.14 and 28 are deleted;

17.5 the words "plus another 20% of that fee" are deleted from the end of clause 16.5.

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 or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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

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

Survey and building

13. 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.
14. 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.
15. (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*.
16. 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?

17. 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?
18.
 - (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

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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?
22.
 - (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?
23. 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

24. 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

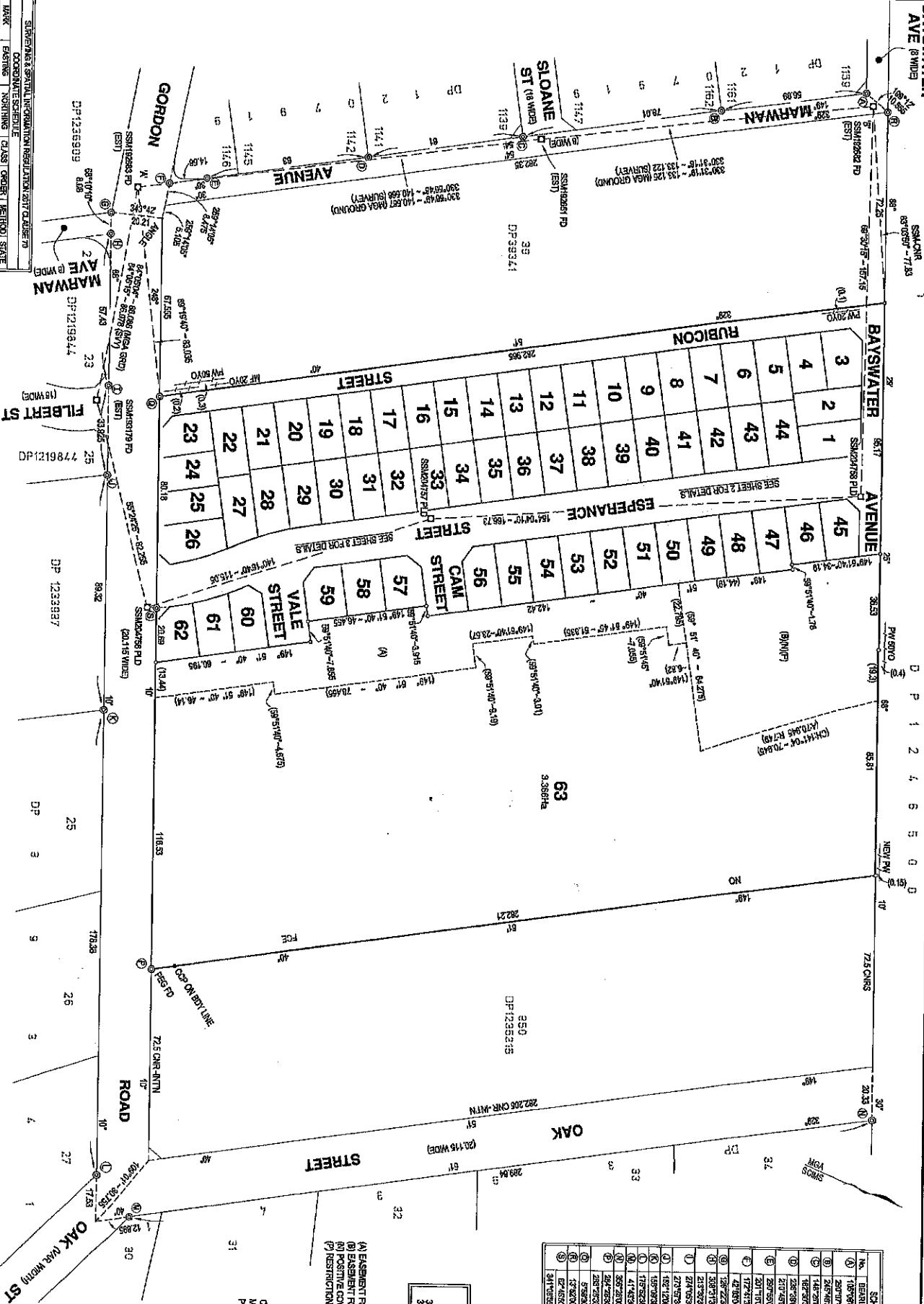
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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.

REPLIES TO RESIDENTIAL PROPERTY REQUISITONS ON TITLE

As far as the Vendor is aware, and apart from anything noted in the Contract, the vendor makes the following replies:

1. Noted
2. No
3. - 5. Not applicable
6. - 7. Noted
8. No
9. At first mortgagee's by appointment
10. No
11. Noted
12. Yes, if your s.47 certificate shows a charge please send for clearance
13. Noted
14. No
15. (a) Yes
(b) - (c) No
(d) Yes
(e) Insurance attached to Contract
16. No
17. Not applicable
18. (a) Vendor & adjoining owners equally
(b) No
(c) Not applicable
(d)-(e) No
19. No
20. No
21. No
22. (a) Yes
(b)-(c) No
23. No
24. Not applicable
25. To be provided at completion
26. Not applicable
- 27.- 28. Subject to contract
29. Noted

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



STRENGTH & SPECIAL INFORMATION RESOLUTION 2017 CALIBRE 70

MARK	DESCRIPTION	CLASS	OWNER	METHOD	STATUS
SSM102832	2017/03/29	SSM	SSM	SSM	FOUND
SSM102833	2017/03/29	SSM	SSM	SSM	FOUND
SSM102834	2017/03/29	SSM	SSM	SSM	FOUND
SSM102835	2017/03/29	SSM	SSM	SSM	FOUND
SSM102836	2017/03/29	SSM	SSM	SSM	FOUND
SSM102837	2017/03/29	SSM	SSM	SSM	FOUND
SSM102838	2017/03/29	SSM	SSM	SSM	FOUND
SSM102839	2017/03/29	SSM	SSM	SSM	FOUND
SSM102840	2017/03/29	SSM	SSM	SSM	FOUND
SSM102841	2017/03/29	SSM	SSM	SSM	FOUND
SSM102842	2017/03/29	SSM	SSM	SSM	FOUND
SSM102843	2017/03/29	SSM	SSM	SSM	FOUND
SSM102844	2017/03/29	SSM	SSM	SSM	FOUND
SSM102845	2017/03/29	SSM	SSM	SSM	FOUND
SSM102846	2017/03/29	SSM	SSM	SSM	FOUND
SSM102847	2017/03/29	SSM	SSM	SSM	FOUND
SSM102848	2017/03/29	SSM	SSM	SSM	FOUND
SSM102849	2017/03/29	SSM	SSM	SSM	FOUND
SSM102850	2017/03/29	SSM	SSM	SSM	FOUND
SSM102851	2017/03/29	SSM	SSM	SSM	FOUND
SSM102852	2017/03/29	SSM	SSM	SSM	FOUND
SSM102853	2017/03/29	SSM	SSM	SSM	FOUND
SSM102854	2017/03/29	SSM	SSM	SSM	FOUND
SSM102855	2017/03/29	SSM	SSM	SSM	FOUND
SSM102856	2017/03/29	SSM	SSM	SSM	FOUND
SSM102857	2017/03/29	SSM	SSM	SSM	FOUND
SSM102858	2017/03/29	SSM	SSM	SSM	FOUND
SSM102859	2017/03/29	SSM	SSM	SSM	FOUND
SSM102860	2017/03/29	SSM	SSM	SSM	FOUND
SSM102861	2017/03/29	SSM	SSM	SSM	FOUND
SSM102862	2017/03/29	SSM	SSM	SSM	FOUND
SSM102863	2017/03/29	SSM	SSM	SSM	FOUND
SSM102864	2017/03/29	SSM	SSM	SSM	FOUND
SSM102865	2017/03/29	SSM	SSM	SSM	FOUND
SSM102866	2017/03/29	SSM	SSM	SSM	FOUND
SSM102867	2017/03/29	SSM	SSM	SSM	FOUND
SSM102868	2017/03/29	SSM	SSM	SSM	FOUND
SSM102869	2017/03/29	SSM	SSM	SSM	FOUND
SSM102870	2017/03/29	SSM	SSM	SSM	FOUND
SSM102871	2017/03/29	SSM	SSM	SSM	FOUND
SSM102872	2017/03/29	SSM	SSM	SSM	FOUND
SSM102873	2017/03/29	SSM	SSM	SSM	FOUND
SSM102874	2017/03/29	SSM	SSM	SSM	FOUND
SSM102875	2017/03/29	SSM	SSM	SSM	FOUND
SSM102876	2017/03/29	SSM	SSM	SSM	FOUND
SSM102877	2017/03/29	SSM	SSM	SSM	FOUND
SSM102878	2017/03/29	SSM	SSM	SSM	FOUND
SSM102879	2017/03/29	SSM	SSM	SSM	FOUND
SSM102880	2017/03/29	SSM	SSM	SSM	FOUND
SSM102881	2017/03/29	SSM	SSM	SSM	FOUND
SSM102882	2017/03/29	SSM	SSM	SSM	FOUND
SSM102883	2017/03/29	SSM	SSM	SSM	FOUND
SSM102884	2017/03/29	SSM	SSM	SSM	FOUND
SSM102885	2017/03/29	SSM	SSM	SSM	FOUND
SSM102886	2017/03/29	SSM	SSM	SSM	FOUND
SSM102887	2017/03/29	SSM	SSM	SSM	FOUND
SSM102888	2017/03/29	SSM	SSM	SSM	FOUND
SSM102889	2017/03/29	SSM	SSM	SSM	FOUND
SSM102890	2017/03/29	SSM	SSM	SSM	FOUND
SSM102891	2017/03/29	SSM	SSM	SSM	FOUND
SSM102892	2017/03/29	SSM	SSM	SSM	FOUND
SSM102893	2017/03/29	SSM	SSM	SSM	FOUND
SSM102894	2017/03/29	SSM	SSM	SSM	FOUND
SSM102895	2017/03/29	SSM	SSM	SSM	FOUND
SSM102896	2017/03/29	SSM	SSM	SSM	FOUND
SSM102897	2017/03/29	SSM	SSM	SSM	FOUND
SSM102898	2017/03/29	SSM	SSM	SSM	FOUND
SSM102899	2017/03/29	SSM	SSM	SSM	FOUND
SSM102900	2017/03/29	SSM	SSM	SSM	FOUND

SYNOPSIS:
 VICTORIA TESTER
 Date of Survey: 27/07/2018
 Surveyor's Ref: 68442

PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171

L.O.A: BLACKCROWN
 Locality: SCORFIELD
 Reduction Ratio 1:1000
 Lengths are in metres.



DP1236192

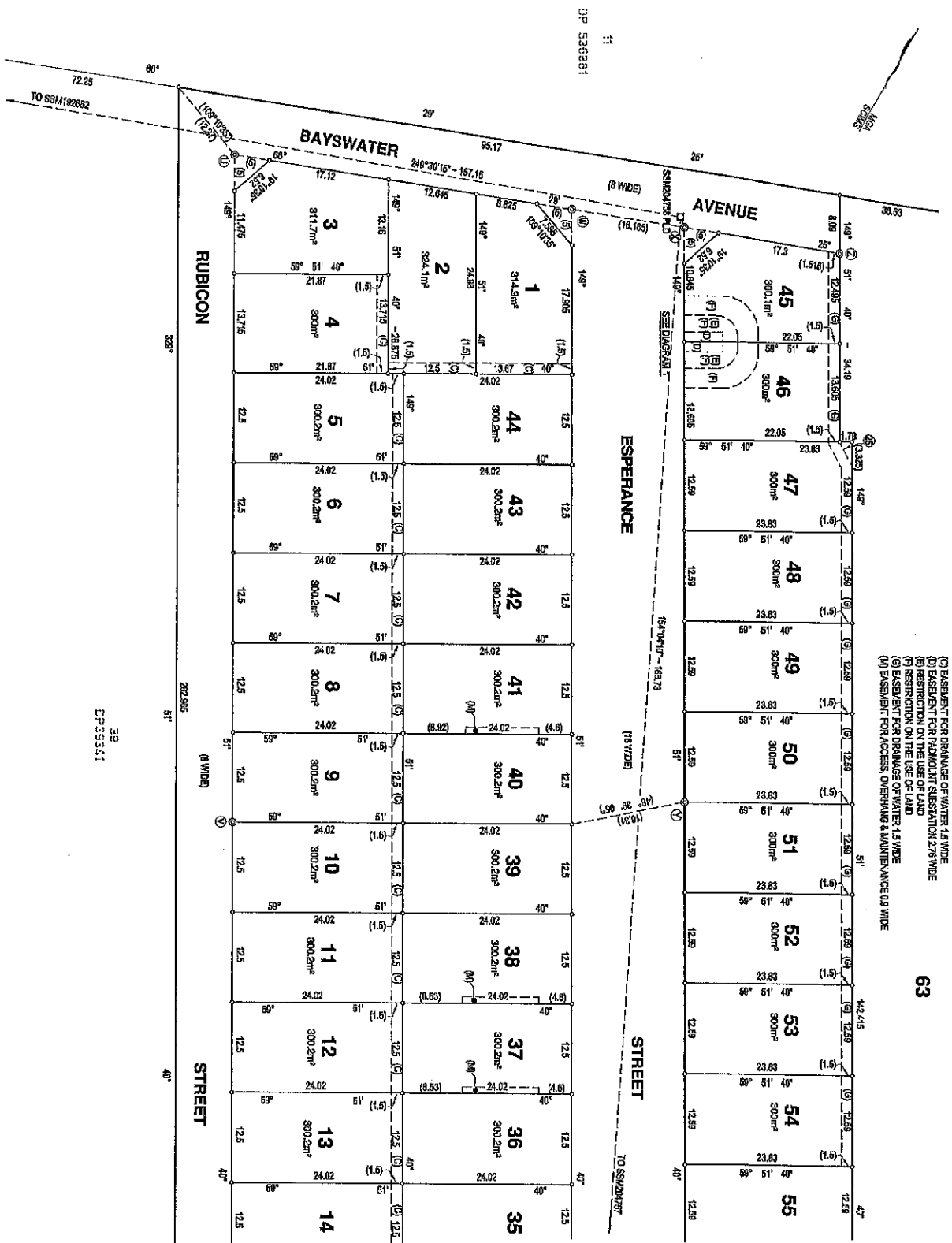
(A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 (B) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 (C) RESTRICTION ON THE USE OF LAND

AZIMUTH X-Y
 SSM 102832 - SSM 102833
 330° 42' 25" - 212.89 (MGA GROUND)
 SSM 102833 - SSM 102834
 330° 42' 25" - 212.89 (SURVEY)

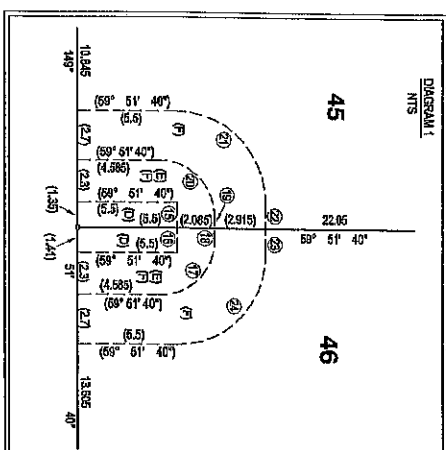
CCP Kerley CENTRE OF CONCRETE PILLARS
 MF Kerley MESH FENCE
 PW Kerley PICKET & WIRE FENCE

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DIST	MARK	ORIGIN
1	180° 00' 00"	6.41	TRM 10	(P120710)
2	280° 00' 00"	8.32	TRM 10	(P120710)
3	280° 00' 00"	3.34	TRM 10	(P120710)
4	140° 20' 00"	13.02	TRM 10	(P120710)
5	140° 20' 00"	1.05	SSM 102831	(P120710)
6	280° 00' 00"	3.28	TRM 10	(P120710)
7	270° 40' 00"	4.705	TRM 10	(P120710)
8	280° 00' 00"	4.705	TRM 10	(P120710)
9	201° 10' 00"	4.28	TRM 10	(P120710)
10	172° 40' 00"	3.955	TRM 10	(P120710)
11	42° 00' 00"	4.12	TRM 10	(P120710)
12	130° 22' 00"	26.826	SSM 102833	(P120710)
13	208° 31' 30"	1.14	TRM 10	(P120710)
14	208° 31' 30"	2.88	TRM 10	(P120710)
15	270° 00' 00"	15.175	TRM 10	(P124217)
16	270° 00' 00"	4.17	SSM 102876	(P124217)
17	180° 00' 00"	6.685	TRM 10	(P124217)
18	180° 00' 00"	0.48	SS 10	(P124217)
19	175° 20' 00"	0.815	SS 10	(P124217)
20	47° 40' 00"	0.815	SS 10	(P124217)
21	280° 20' 00"	1.02	SS 10	(P124217)
22	280° 20' 00"	21.82	TRM 10	(P124217)
23	280° 20' 00"	23.952	TRM 10	(P124217)
24	5° 50' 00"	18.58	TRM 10	(P124217)
25	12° 20' 00"	5.025	TRM 10	(P120710)
26	12° 20' 00"	14.41	TRM 10	(P120710)
27	12° 20' 00"	14.41	TRM 10	(P120710)
28	12° 20' 00"	3.785	SSM 102876	PLD



- (1) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (2) EASEMENT FOR PARKING STATION 27M WIDE
- (3) EASEMENT FOR PARKING STATION 27M WIDE
- (4) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (5) EASEMENT FOR ACCESS, OVERVIEW & MAINTENANCE 0.9 WIDE



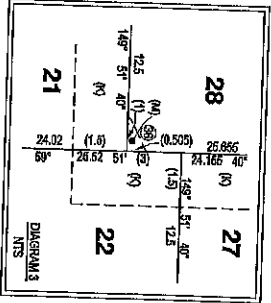
No.	BEARING	DIST.	MARK
1	213°53'17"	5.82	DRIVE P.D.
2	346°41'58"	10.11	DRIVE P.D.
3	135°52'52"	13.1	DRIVE P.D.
4	143°54'50"	14.45	DRIVE P.D.
5	280°18'15"	4.525	DRIVE P.D.
6	315°18'55"	13.55	DRIVE P.D.
7	340°42'52"	10.57	DRIVE P.D.
8	315°18'55"	13.55	DRIVE P.D.
9	114°47'40"	0.55	SSM/2018 P.D.
10	86°15'	12.56	SSM/2018 P.D.
11	100°57'	5.14	SSM/2018 P.D.
12	100°57'	5.14	SSM/2018 P.D.
13	100°57'	5.14	SSM/2018 P.D.
14	100°57'	5.14	SSM/2018 P.D.

No.	BEARING	DIST.	ARC	RADIUS
15	149°51'40"	1.55		
16	149°51'40"	1.41		
17	145°51'40"	4.245		8
18	329°51'40"	0.71		
19	329°51'40"	0.65		
20	284°51'40"	4.245		8
21	104°51'40"	7.07		5
22	149°51'40"	1.375		
23	149°51'40"	1.375		
24	194°51'40"	7.07		5
25	121°42'50"	3.775		

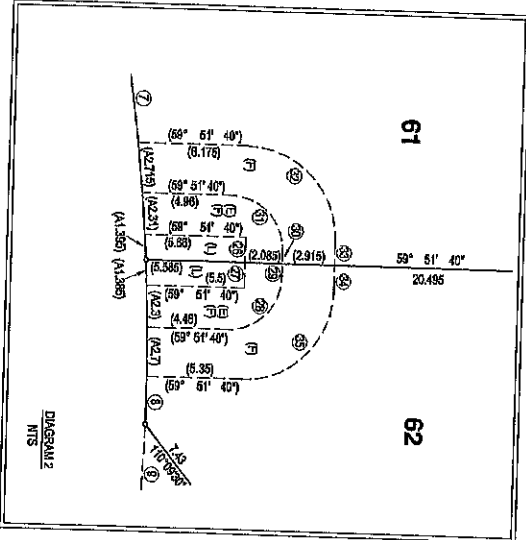
Surveyor: VICTORIA TESTER Date of Survey: 21/07/2018 Surveyor's Lic. 63442	PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171	L.G.A.: BLACKTOWN Locality: SCHOLFIELD Reduction Ratio: 1:400 Lengths are in meters.	REGISTERED 28/03/2019	DP1236192
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- (C) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (D) RESTRICTION ON THE USE OF LAND
- (E) RESTRICTION ON THE USE OF LAND
- (F) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (G) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (H) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (I) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (J) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (K) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (L) EASEMENT FOR PASSAGE OF WATER 1.5 WIDE
- (M) EASEMENT FOR ACCESS, OVERPASS & MAINTENANCE 0.9 WIDE



SCHEDULE OF SHORT & CURVED LINES				
NO.	BEARING	DIST	ARC	RADIUS
1	149° 51' 40"	1.39		
2	149° 51' 40"	1.38		
3	149° 51' 40"	1.38		
4	149° 51' 40"	1.38		
5	149° 51' 40"	1.38		
6	149° 51' 40"	1.38		
7	149° 51' 40"	1.38		
8	149° 51' 40"	1.38		
9	149° 51' 40"	1.38		
10	149° 51' 40"	1.38		
11	149° 51' 40"	1.38		
12	149° 51' 40"	1.38		
13	149° 51' 40"	1.38		
14	149° 51' 40"	1.38		
15	149° 51' 40"	1.38		
16	149° 51' 40"	1.38		
17	149° 51' 40"	1.38		
18	149° 51' 40"	1.38		
19	149° 51' 40"	1.38		
20	149° 51' 40"	1.38		
21	149° 51' 40"	1.38		
22	149° 51' 40"	1.38		
23	149° 51' 40"	1.38		
24	149° 51' 40"	1.38		
25	149° 51' 40"	1.38		
26	149° 51' 40"	1.38		
27	149° 51' 40"	1.38		
28	149° 51' 40"	1.38		
29	149° 51' 40"	1.38		
30	149° 51' 40"	1.38		
31	149° 51' 40"	1.38		
32	149° 51' 40"	1.38		
33	149° 51' 40"	1.38		
34	149° 51' 40"	1.38		
35	149° 51' 40"	1.38		
36	149° 51' 40"	1.38		



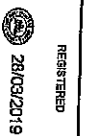
SCHEDULE OF SHORT & CURVED LINES				
NO.	BEARING	DIST	ARC	RADIUS
1	148° 26' 40"	3.97		91
2	142° 16' 25"	16.14		91
3	139° 16' 35"	2.64		91
4	315° 20' 00"	2.08		
5	159° 55' 15"	5.995		108
6	142° 17' 05"	14.225		108
7	148° 26' 35"	8.99		108
8	152° 09' 10"	5		108
9	331° 08' 15"	5		92
10	332° 28' 25"	22.725		92
11	317° 36' 05"	8.405		107
12	323° 12' 30"	12.585		107
13	329° 13' 15"	6.13		107

SCHEDULE OF REFERENCE MARKS				
NO.	BEARING	DIST	MARK	ORIGIN
1	5° 58' 07"	16.53	DRIVE P.D.	DP/1236192
2	67° 49' 20"	14.14	LVH P.D.	
3	341° 08' 55"	3.76	SSM/20798 P.D.	
4	270° 19' 25"	11.54	DRIVE P.D.	
5	62° 04' 45"	2.65	DRIVE P.D.	
6	178° 49'	4.02	DRIVE P.D.	
7	178° 49'	4.02	DRIVE P.D.	
8	42° 30' 23"	2.31	DRIVE P.D.	
9	87° 20' 12"	12.51	DRIVE P.D.	
10	87° 20' 12"	12.51	SSM/20798 P.D.	
11	87° 20' 12"	12.51	DRIVE P.D.	
12	122° 06' 55"	3.3	DRIVE P.D.	
13	87° 20' 12"	12.51	DRIVE P.D.	
14	87° 20' 12"	12.51	DRIVE P.D.	
15	87° 20' 12"	12.51	DRIVE P.D.	
16	87° 20' 12"	12.51	DRIVE P.D.	
17	87° 20' 12"	12.51	DRIVE P.D.	
18	87° 20' 12"	12.51	DRIVE P.D.	
19	87° 20' 12"	12.51	DRIVE P.D.	
20	87° 20' 12"	12.51	DRIVE P.D.	
21	87° 20' 12"	12.51	DRIVE P.D.	
22	87° 20' 12"	12.51	DRIVE P.D.	
23	87° 20' 12"	12.51	DRIVE P.D.	
24	87° 20' 12"	12.51	DRIVE P.D.	
25	87° 20' 12"	12.51	DRIVE P.D.	
26	87° 20' 12"	12.51	DRIVE P.D.	
27	87° 20' 12"	12.51	DRIVE P.D.	
28	87° 20' 12"	12.51	DRIVE P.D.	
29	87° 20' 12"	12.51	DRIVE P.D.	
30	87° 20' 12"	12.51	DRIVE P.D.	
31	87° 20' 12"	12.51	DRIVE P.D.	
32	87° 20' 12"	12.51	DRIVE P.D.	
33	87° 20' 12"	12.51	DRIVE P.D.	
34	87° 20' 12"	12.51	DRIVE P.D.	
35	87° 20' 12"	12.51	DRIVE P.D.	
36	87° 20' 12"	12.51	DRIVE P.D.	


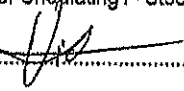
Surveyor:
 VICTORIA TESTER
 Date of Survey: 27.07.2018
 Surveyors Ref: 6844.2

PLAN OF SUBDIVISION OF LOT 1 IN DP 126171


L.G.A. BLACKTOWN
 Locality: SCHOLFIELD
 Reduction Ratio 1:400
 Lengths are in metres.



DP1236192

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)
Office Use Only Registered:  28/03/2019 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1236192</h1>	
PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 27 TH July 2018, or *(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X'-'Y' Type: *Urban/*Rural The terrain is *Level-Unculating / *Steep-Mountainous. Signature:  Dated: 09/08/2018 Surveyor Identification No: 8514 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP 1232802	<p style="text-align: center;">Subdivision Certificate</p> I, <u>ALAN MIDDLEMISS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Alan Middlemiss</u> Accreditation number: <u>N/A</u> Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> Date of endorsement: <u>5.3.19</u> Subdivision Certificate number: <u>SC-18-00185</u> File number: <u>DA-15-01643</u> *Strike through if inapplicable.	
Surveyor's Reference: 6844-2	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE RUBICON STREET, ESPERANCE STREET, VALE STREET, CAM STREET & BAYSWATER AVENUE TO THE PUBLIC AS PUBLIC ROADS. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheet(s)

Office Use Only
Registered:  28/03/2019

Office Use Only
DP1236192

PLAN OF
SUBDIVISION OF LOT 1 IN DP 1242171

Subdivision Certificate number: SC-18-00185
Date of Endorsement: 5.3.19

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


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

1. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (A)
2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (B)
3. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (C)
4. EASEMENT FOR PADMOUNT SUBSTATION 2.76 WIDE (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. RESTRICTION ON THE USE OF LAND (F)
7. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (G)
8. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (H)
9. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (J)
10. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (K)
11. EASEMENT FOR PADMOUNT SUBSTATION 2.77 WIDE (L)
12. EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE 0.9 WIDE (M)
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. POSITIVE COVENANT (N)
19. RESTRICTON ON THE USE OF LAND (P)
20. POSITIVE COVENANT
21. RESTRICTION ON THE USE OF LAND

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only
 Registered:  28/03/2019

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DP1236192

PLAN OF
 SUBDIVISION OF LOT 1 IN DP 1242171

Subdivision Certificate number: SC 18 00185
 Date of Endorsement: 5.3.19

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	40	Bayswater	Avenue	Schofields
2	38	Bayswater	Avenue	Schofields
3	1	Rubicon	Street	Schofields
4	3	Rubicon	Street	Schofields
5	5	Rubicon	Street	Schofields
6	7	Rubicon	Street	Schofields
7	9	Rubicon	Street	Schofields
8	11	Rubicon	Street	Schofields
9	13	Rubicon	Street	Schofields
10	15	Rubicon	Street	Schofields
11	17	Rubicon	Street	Schofields
12	19	Rubicon	Street	Schofields
13	21	Rubicon	Street	Schofields
14	23	Rubicon	Street	Schofields
15	25	Rubicon	Street	Schofields
16	27	Rubicon	Street	Schofields
17	29	Rubicon	Street	Schofields
18	31	Rubicon	Street	Schofields
19	33	Rubicon	Street	Schofields
20	35	Rubicon	Street	Schofields
21	37	Rubicon	Street	Schofields
22	39	Rubicon	Street	Schofields
23	35	Gordon	Road	Schofields
24	37	Gordon	Road	Schofields
25	39	Gordon	Road	Schofields
26	41	Gordon	Road	Schofields

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Registered:  28/03/2019

Office Use Only

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DP1236192

PLAN OF
 SUBDIVISION OF LOT 1 IN DP 1242171


Subdivision Certificate number: SC-18-00185
 Date of Endorsement: 3.3.19

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
27	38	Esperance	Street	Schofields
28	36	Esperance	Street	Schofields
29	34	Esperance	Street	Schofields
30	32	Esperance	Street	Schofields
31	30	Esperance	Street	Schofields
32	28	Esperance	Street	Schofields
33	26	Esperance	Street	Schofields
34	24	Esperance	Street	Schofields
35	22	Esperance	Street	Schofields
36	20	Esperance	Street	Schofields
37	18	Esperance	Street	Schofields
38	16	Esperance	Street	Schofields
39	14	Esperance	Street	Schofields
40	12	Esperance	Street	Schofields
41	10	Esperance	Street	Schofields
42	8	Esperance	Street	Schofields
43	6	Esperance	Street	Schofields
44	4	Esperance	Street	Schofields
45	1	Esperance	Street	Schofields
46	3	Esperance	Street	Schofields
47	5	Esperance	Street	Schofields
48	7	Esperance	Street	Schofields
49	9	Esperance	Street	Schofields
50	11	Esperance	Street	Schofields
51	13	Esperance	Street	Schofields
52	15	Esperance	Street	Schofields

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 7 sheet(s)

Office Use Only Registered:  28/03/2019	Office Use Only <h1 style="margin: 0;">DP1236192</h1>
PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>SC-18-00185</u> Date of Endorsement: <u>5.3.19</u>	

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
53	17	Esperance	Street	Schofields
54	19	Esperance	Street	Schofields
55	21	Esperance	Street	Schofields
56	23	Esperance	Street	Schofields
57	25	Esperance	Street	Schofields
58	27	Esperance	Street	Schofields
59	29	Esperance	Street	Schofields
60	31	Esperance	Street	Schofields
61	33	Esperance	Street	Schofields
62	35	Esperance	Street	Schofields
63	N/A	Unavailable		Schofields

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only

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Registered:



28/03/2019

DP1236192

PLAN OF

SUBDIVISION OF LOT 1 IN DP 1242171


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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


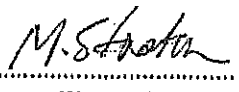
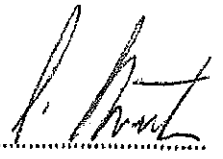
Subdivision Certificate number:SC-18-00185.....

Date of Endorsement:5-3-19.....

EXECUTED by)
UPG 22 Pty Limited)
ACN 607 945 915)
in accordance with s127 of)
the Corporations Act 2001)


.....
Bhart Bhushan
Sole Director/Secretary

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 7 sheet(s)
Registered:  28/03/2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171	DP1236192	
Subdivision Certificate number: SC-(R)-00195		
Date of Endorsement: 5-3-19	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
<u>Consent of Mortgagee</u>		
EXECUTED by PETCOST PTY LTD ACN 629 753 822 in accordance with s127 of the Corporations Act 2001) ) 
) (Signature)) (Signature)
) MARY STRATTON) PETER STRATTON
) (Print Name) Director) (Print Name) Director/Secretary
Surveyor's Reference: 6844-2		

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 1 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
 Subdivision Certificate No. ~~00185~~ of ~~2018~~

Full name and address of the
 owner of the land:

UPG 22 Pty Ltd
 137 Gilba Road
 GIRRAWEE NSW 2145

PART 1

No. of item shown in the Intention panel on the plan	Identify of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water Variable Width (A)	63	Blacktown City Council
2	Easement for Drainage of Water Variable Width (B)	63	Blacktown City Council
3	Easement for Drainage of Water 1.5 Wide (C)	1 2 4 5 6 7 8 9 10 11 12 13 14	2-15 inclusive 3-15 inclusive 3 6-15 inclusive 7-15 inclusive 8-15 inclusive 9-15 inclusive 10-15 inclusive 11-15 inclusive 12-15 inclusive 13, 14 & 15 14 & 15 15
4	Easement for Padmount Substation 2.76 Wide (D)	45 & 46	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Restriction on the Use of Land (E)	Part 45 designated (E), Part 46 designated (E), Part 61 designated (E) & Part 62 designated (E)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

APPROVED BY BLACKTOWN CITY COUNCIL

Alam Mustafa

 Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 2 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
 Subdivision Certificate No.90185... of ...2018.

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
6	Restriction on the Use of Land (F)	Part 45 (F) designated (X), Part 46 (F) designated (X), Part 61 (F) designated (X) & Part 62 (F) designated (X)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Easement for Drainage of Water 1.5 Wide (G)	45 46 47 48 49 50 51 52 53 54	46-55 inclusive 47-55 inclusive 48-55 inclusive 49-55 inclusive 50-55 inclusive 51-55 inclusive 52-55 inclusive 53, 54 & 55 54 & 55 55
8	Easement for Drainage of Water 1.5 Wide (H)	59	58
9	Easement for Drainage of Water 1.5 Wide (J)	60 61	61 & 62 62
10	Easement for Drainage of Water 1.5 Wide (K)	17 18 19 20 21 22 27	16 16 & 17 16, 17 & 18 16-19 inclusive 16-20 inclusive 16-21 inclusive 16-22 inclusive
11	Easement for Padmount Substation 2.77 Wide (L)	61 & 62	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

APPROVED BY BLACKTOWN CITY COUNCIL



 Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 3 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
 Subdivision Certificate No. ...~~DP1236192~~... of 2018

PART 1

No. of Item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
12	Easement for Overhang, Access & Maintenance 0.9 Wide (M)	29 30 37 38 41	30 31 36 37 40
13	Restriction on the Use of Land	29, 30, 31, 36, 37, 38, 40 & 41	Blacktown City Council
14	Restriction on the Use of Land	1-62 inclusive	Blacktown City Council
15	Restriction on the Use of Land	63	Blacktown City Council
16	Restriction on the Use of Land	1-62 inclusive	Blacktown City Council
17	Restriction on the Use of Land	1-62 inclusive	Blacktown City Council
18	Positive Covenant (N)	Part 63 (N) designated (B)	Blacktown City Council
19	Restriction on the Use of Land (P)	Part 63 (P) designated (B)	Blacktown City Council
20	Positive Covenant	1-63 inclusive	Blacktown City Council
21	Restriction on the Use of Land	1-63 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

Alan McElhin

 Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ...00185... of 2018.....

PART 2

1. Terms of Easement numbered 4 in the plan

1.1 Definitions

- 1.1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

1.2 Epsilon Distribution Ministerial Holding Corporation may:

- 1.2.1 Install electrical equipment within the easement site,
- 1.2.2 excavate the easement site to install the electrical equipment.
- 1.2.3 use the electrical equipment for the transmission of electricity,
- 1.2.4 enter the lot burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 1.2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 1.2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

APPROVED BY BLACKTOWN CITY COUNCIL

Alan M... ..
.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 5 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~...00185...9F...2018...~~

PART 2

- 1.3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 1.4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
- 1.4.1 install or permit to be installed any services or structures within the easement site, or
 - 1.4.2 alter the surface level of the easement site, or
 - 1.4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation
- 1.5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 1.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 1.6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledge and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 1.6.2 The owner must do all things reasonable necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority having the power to release vary or modify the Easement numbered 4 in the plan is Epsilon Distribution Ministerial Holding Corporation.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 6 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ...00185 of 2018.....

DP1236192

PART 2

2. Terms of Restriction on the Use of Land numbered 5 in the plan

2.1 Definitions:

- 2.1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 2.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 2.1.3 **erect** includes construct, install, build and maintain.
- 2.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

- 2.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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

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

Name of Authority having the power to release vary or modify the terms of Restriction numbered 5 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 7 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ...00185... of 2018...

DP1236192

PART 2

3. Terms of Restriction on the Use of Land numbered 6 in the plan

3.1 Definitions:

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

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

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

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

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

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

Name of Authority having the power to release vary or modify the terms of Restriction numbered 6 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

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.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 8 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185~~ of 2018.....

PART 2

4. Terms of Easement numbered 11 in the plan


4.1 Definitions

- 4.1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 4.1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 4.1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 4.1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 4.1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 4.1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 4.1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

4.2 Epsilon Distribution Ministerial Holding Corporation may:

- 4.2.1 install electrical equipment within the easement site,
- 4.2.2 excavate the easement site to install the electrical equipment.
- 4.2.3 use the electrical equipment for the transmission of electricity,
- 4.2.4 enter the lot burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 4.2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 4.2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 9 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~20185~~ of 2018.....

PART 2

- 4.3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 4.4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
 - 4.4.1 install or permit to be installed any services or structures within the easement site, or
 - 4.4.2 alter the surface level of the easement site, or
 - 4.4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation
- 4.5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 4.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 4.6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledge and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 4.6.2 The owner must do all things reasonable necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority having the power to release vary or modify the Easement numbered 11 in the plan is
Epsilon Distribution Ministerial Holding Corporation.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 10 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ...00185 of 2018.....

DP1236192

PART 2

5. Terms of Easement numbered 12 in the plan

5.1 In this Easement for Overhang, Access & Maintenance:

"easement site" means that area of the lot burdened shown on the plan as being affected by "Easement for Overhang, Access & Maintenance 0.9 wide" designated (M) on the plan.

Subject to clause 5.3, the body having the benefit of this easement may:

- a. With prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:
 - i. The lot benefitted; and
 - ii. Any structure belonging to the owner of the lot benefitted, which cannot otherwise reasonably be carried out; and
- b. Do anything reasonably necessary for that purpose, including:
 - i. Entering into the lot burdened;
 - ii. Taking anything onto the lot burdened; and
 - iii. Carrying out necessary works such as constructing, placing, repairing or maintaining structures and overhanging structures
- c. May insist that the overhanging structures including gutters, fascias, window sills, downpipes forming part of the structure of the lot benefitted which, when this easement was created, overhung the lot burdened remain, but only to the extent that they are within the site of this easement; and
- d. Must keep the overhanging structures in good repair and safe condition.

5.2 The rights under this Easement for Overhang, Access & Maintenance are limited to the extent necessary to permit the owner of the lot benefitted to maintain and repair the exposed areas of:

- (a) The lot benefitted; and
- (b) Any structure belonging to the owner of the lot benefitted.

5.3 In exercising the rights under this clause 5.3, the owner of the lot benefitted must:

- (a) Ensure all work on the lot benefitted is done properly and carried out as quickly as is practicable;
- (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) Cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) Restore the lot burdened as nearly as is practicable to its former condition; and
- (e) Make good any collateral damage

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 11 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185~~ of ~~2018~~.....

PART 2

5.4 The owner of the lot burdened is not by the creation of this easement prohibited from constructing the following improvements within the easement site:

- (a) Fencing and gates;
- (b) Garbage bin storage;
- (c) Meter boxes for gas and electricity;
- (d) Retaining walls and landscaping; and
- (e) Other similar structures or improvements

provided the improvements do not significantly interfere with the use and enjoyment of the easements rights granted to the owner of the lot benefited under this easement.

5.5 The owners of each lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the maintenance of this easement and any dispute is a civil matter to be resolved with the relevant parties.

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easement numbered 12 in the plan is **Blacktown City Council**

6. Terms of Restriction on the use of land numbered 13 in the plan

- 6.1 No obstructions shall be placed within the area of the Easement for Overhang, Access & Maintenance 0.9 Wide designated (M).
- 6.2 Blacktown City Council will not be party to any civil dispute resolution arising from the use of the Easement for Overhang, Access & Maintenance or the maintenance and repair of the zero lot line walls. This is the responsibility of burdened and benefited property owners to be resolved in a court of appropriate jurisdiction.

Name of Authority having the power to release vary or modify the terms of restriction on use of land numbered 13 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 12 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~90185~~ of 2018.....

PART 2

7. Terms of Restriction on the Use of Land numbered 14 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 14 in the plan is **Blacktown City Council**

8. Terms of Restriction on the Use of Land numbered 15 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 15 is **Blacktown City Council**

9. Terms of Restriction on the Use of Land numbered 16 in the plan

No buildings shall be erected on the lot hereby burdened unless they comply with the requirements in the Salinity Report as prepared by Geotesta Pty Ltd Reference NE382 dated 13/09/18 and also held on Council File: DA-15-01643. A copy of this Report is available to all owners and occupiers of the burdened lot(s).

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 16 in the plan is **Blacktown City Council**

10. Terms of Restriction on the Use of Land numbered 17 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 17 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 13 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~SD185~~ of ~~2018~~.....

PART 2

11. Terms of Positive Covenant on the Use of Land numbered 18 in the plan

- 11.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the temporary on-site stormwater system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:
- a. Keep the system clean and free from silt, rubbish and debris.
 - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Stormwater Detention Maintenance Schedule" as prepared by Orion Consulting Engineers on 31/10/2017, and also held on Council File: CC-17-02263. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
 - e. Notify Council after each programmed maintenance inspection.
- 11.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 11.1(d) above.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 14 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by Subdivision Certificate No. ~~901859~~ 901859 of 2018

PART 2

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

- i. Any expense reasonably incurred by it in exercising its powers in subparagraph 11.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-02263.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 18 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 15 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185~~ of ~~2018~~.....

PART 2

12. Terms of Restriction on the Use of Land numbered 19 in the plan

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

- (a) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
- (b) Make or permit or suffer the making of any alterations or additions to the system.
- (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-02263.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 19 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 16 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185.9F~~ 2018.....

DP1236192

PART 2

13. Terms of Positive Covenant on the Use of Land numbered 20 in the plan

- 13.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed on the burdened lot(s) that they will:
- a. Keep the device clean and free from silt, rubbish and debris.
 - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" as prepared by Orion Consulting Engineers on 31/10/2017, and also held on Council File: CC-17-02263. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d. Notify Council after each programmed maintenance inspection.
 - e. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 13.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 13.1(e) above.

APPROVED BY BLACKTOWN CITY COUNCIL


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Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 17 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185~~ of ~~2018~~.....

PART 2

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

- i. Any expense reasonably incurred by it in exercising it's powers in sub-paragraph 13.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "the system" means the stormwater quality improvement device constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-17-02263.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 20 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 18 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~2018~~ ~~2018~~.....

PART 2

14. Terms of Restriction on the Use of Land numbered 21 in the plan

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

- (a) Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
- (b) Make or permit or suffer the making of any alterations or additions to the device.
- (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

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

For the purposes of this covenant, "the system" means the stormwater quality improvement device constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-17-02263.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 21 in the plan is **Blacktown City Council**

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easements numbered 1, 2, 3, 7, 8, 9 & 10 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 19 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. 90185 of 2018

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

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



Signature of Delegate



Signature of Witness

ALAN MIDDLEMISS

Name of Delegate

KATHERINE UHLA

Name of Witness

ACTING MANAGER DEVELOPMENT

Position of Delegate **SERVICES**

C/- Blacktown City Council

62 Flushcombe Road

BLACKTOWN NSW 2148
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 20 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by Subdivision Certificate No. ~~00185 of 2010~~.....

DP1236192

EXECUTED by)
UPG 22 Pty Limited)
ACN 607 945 915)
in accordance with s127 of)
the Corporations Act 2001)



.....
Bhart Bhushan
Sole Director/Secretary

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres


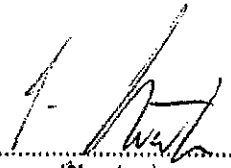
(Sheet 21 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No.00185...2018

Consent of Mortgagee

EXECUTED by
PETCOST PTY LTD
ACN 629 753 822
In accordance with s127 of
the Corporations Act 2001

}		
	(Signature)	(Signature)
}	MARY STRATON	PETER STRATON
	(Print Name) Director	(Print Name) Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 22 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by Subdivision Certificate No. ...~~90185~~...~~9018~~...

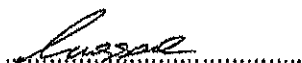
DP1236192

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:

Signature of attorney:






Name of witness:

Name and position of attorney:
Helen Smith
Manager Property & Fleet

NATASHA ISSAC

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book ~~4727~~ No. ~~524~~
34 883 
Signing on behalf of Endeavour Energy Network Asset Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS17097

Date of Signature:

13 August 2018.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

REGISTERED



28/03/2019

No. 260 Book 2948 CONVEYANCE

New South Wales
Stamp Duty
\$0.75

THIS DEED made the 25th day of September One thousand nine hundred and sixty nine BETWEEN TA-LAND ENTERPRISES PTY. LIMITED a Company duly incorporated whose registered office is situate at 15 Westbrook Avenue, Wahroonga, in the State of New South Wales (hereinafter called "the Vendor") of the first part AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED a Company duly incorporated whose registered office is situate at 56 Young Street, Sydney in the said State (hereinafter called "the Mortgagee") of the second part and WILLIAM NOEL FINCH of Lot 58 Gordon Road, Schofields in the said State, Truck Driver (hereinafter called "the Purchaser") of the third part

WHEREAS by contract of sale bearing date the Thirtieth day of June One thousand nine hundred and fifty nine made between the Vendor of the one part and the Purchaser of the other part the Vendor agreed to sell and the Purchaser to buy for the sum of Two Thousand Five Hundred Dollars (\$2500.00) on the terms therein set forth the lands and hereditaments hereinafter described AND WHEREAS by Deed of Mortgage bearing date the twenty-eighth day of November One thousand nine hundred and sixty three made between the Vendor of the one part and the Mortgagee of the other part registered No. 74 Book 2590 (inter alia) the land and hereditaments hereinafter described were conveyed to the Mortgagee by way of mortgage subject to and with the benefit of the said recited contract of sale AND WHEREAS the said Purchaser has paid to the Vendor the whole of the purchase money payable under the said recited contract and has requested it to convey to him the land and hereditaments hereinafter described AND WHEREAS the Mortgagee has been requested to join in this conveyance and has agreed to do so in manner hereinafter appearing NOW THIS DEED WITNESSETH that in pursuance of the said contract and in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) paid by the Purchaser to the Vendor with the consent of the Mortgagee (the receipt whereof is hereby acknowledged) and in consideration of the premises the said Mortgagee as mortgagee by direction of the said Vendor as beneficial owner doth hereby convey AND the said Vendor as beneficial owner doth hereby convey and confirm unto the said Purchaser ALL THAT piece or parcel of land situate at Schofields in the Municipality of Blacktown, Parish of Erskine Park County of Cumberland being part of Portion 3 of the said Parish and being Lot 58 as shown in Registered Plan Numbered 2341 being part of a resubdivision of Lot 21A Registered Plan No. 2303 excepting thereout the Vendor's estate and interest in all minerals lying within the said land TO HOLD unto the Purchaser in fee simple freed and discharged from all principal moneys and

Interest secured by and all claims and demands under the said Mortgage and Contract of Sale AND the said Mortgagee and Vendor so as to be liable under this covenant so long only as it respectively retains the documents hereby covenanted to be produced in its respective custody and for the purpose of binding also so far as it respectively can all other persons into whose custody the said documents may come but not further or otherwise hereby respectively covenant to produce or cause to be produced the documents set out in the Schedule hereto AND the said Purchaser for himself and his executors administrators and assigns covenants with the Vendor its successors and assigns (a) that no fence shall be erected on the said land to divide it from the Vendor's adjoining Lots 57 and 59 in registered plan No. 2341 without the consent of the Vendor but such consent shall not be withheld if the fence shall be erected without expense to the Vendor and in favour of any person dealing with the Purchaser such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected (b) not at any time hereafter to excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware AND the benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Vendor but upon conveyance of such adjoining land the said covenant (a) shall become absolutely void AND the burden of the foregoing covenant shall be upon the land hereby conveyed AND the said covenant may be released modified or varied by the owner for the time being of the land to which the said covenant is appurtenant.

THE SCHEDULE HEREINBEFORE REFERRED TO

Date of Instrument	Instrument	Parties	Date	Registered No. Book
1. 1.11.1822	Crown Grant	Joseph Biggs	2.11.1822	Page 66 No.10
2. 12.10.1824	Indenture of Release	Joseph Biggs, Esther Biggs & Joseph Pye		
3. 21.3.1877	Conveyance	Robert Dick, David Pye & George Startin & Mary Elizabeth Startin & James Adam Dick	15.4.1877	No. 28 Book 160
4. 10.2.1881	Conveyance	Charles Frederick Richard Muller & David Pye		No.210 Book 21
5. 26.2.1882	Conveyance	James Adam Dick & David Dick Pye	24.2.1882	No.172 Book 240
6. 7.5.1883	Conveyance	David Dick Pye & David Pye	1.5.1883	No.745 Book 300

Date of Instrument	Instrument	Parties	Date	Registered No. Book
7. 10.5.1898	Conveyance	Frank David Muller & Richard Rouse Terry	10.5.1898	No. 856 Book 619
8. 8.9.1898	Conveyance	James Dunsmore David Dick Pye & James John Pye	12.9.1898	No. 835 Book 627
9. 14.3.1904	Decree No.1154 of Supreme Court of New South Wales in Equity	Jane Emma Terry Frank David Muller & James John Pye	Passed and entered 11.4.1904	
10. 18.4.1904	Conveyance	Jane Emma Terry Frank David Muller and James John Pye	20.4.1904	No. 168 Book 759
11. 25.11.1947	Statutory Declaration	of David Sydney Pye		
12. 29.11.1947	Conveyance	David Sydney Pye & Francis James Pye & Alfred James Giles Swane & Amydine Sarah Swane	18.7.1951	No. 548 Book 8178
13. 7.4.1952	Statutory Declaration	David Sydney Pye		
14. 7.4.1952	Statutory Declaration	David Sydney Pye		
15. 4.8.1952	Conveyance	Alfred James Giles Swano, Sarah Amydine Swane & Kenneth John Swane	18.9.1952	No. 790 Book 2225
16. 4.8.1952	Mortgage	Kenneth John Swane & Alfred James Giles Swane & Amydine Sarah Swane	16.9.1952	No. 791 Book 2225
17. 8.9.1955	Statutory Discharge	Endorsed on abovementioned mortgage dated 4.8.1952	20.9.1955	No. 967 Book 2345
18. 2.4.1954	Mortgage	Kenneth John Swane & Rural Bank of New South Wales	7.9.1954	No. 422 Book 2284
19. 7.9.1955	Statutory Discharge	Endorsed on the abovementioned mortgage dated 2.4.1954	15.9.1955	No. 117 Book 2345
20. 8.9.1955	Conveyance	Kenneth John Swane & Allen Maitland Bailey	20.9.1955	No. 20 Book 2346
21. 8.9.1955	Mortgage	Allen Maitland Bailey & Kenneth John Swane	19.11.1955	No. 872 Book 2351
22. 30.9.1955	Transfer of Mortgage	Kenneth John Swane & Property Mortgages Limited	17.11.1955	No. 873 Book 2351
23. 17.9.1956	Mortgage	Kenneth John Swane & Robney (Aust.) Pty. Limited	27.9.1956	No. 265 Book 2386
24. 5.6.1957	Statutory Discharge	Endorsed on the abovementioned mortgage dated 17.9.1956	12.6.1957	No. 919 Book 2407

Date of Instrument	Instrument	Parties	Date	Registered No. Book
25. 1.11.1956	Variation of Mortgage	Property Mortgages Limited, Allen Maitland Bailey, Kenneth John Swane & Rothery (Aust.) Pty. Ltd.	13.2.1957	No. 100 Book 2396
26. 25.2.1958	Statutory Discharge	Endorsed on abovementioned mortgage dated 8.9.1956	3.3.1958	No. 640 Book 2345
27. 8.9.1956	Mortgage	Allen Maitland Bailey and Alfred James Giles Swane and Anydyma Sarah Swane	5.10.1956	No. 607 Book 2347
28. 27.3.1957	Statutory Discharge	Endorsed on abovementioned mortgage dated 8.9.1956	3.5.1957	No. 715 Book 2403
29. 14.1.1958	Mortgage	Allen Maitland Bailey & Commonwealth Trading Bank of Australia	23.1.58	No. 860 Book 2431
30. 19.2.1958	Statutory Discharge	Endorsed on abovementioned mortgage dated 14.1.1958	3.3.1958	No. 841 Book 2436
31. 25.2.1958	Mortgage	Allen Maitland Bailey & Irvine Robert Lauri Kennedy & Dorothy Evelyn Kennedy	3.3.1958	No. 842 Book 2435
32. 19.11.1958	Statutory Discharge	Endorsed on abovementioned mortgage dated 26.2.1958	3.12.1958	No. 156 Book 2466
33. 19.11.1958	Conveyance	Allen Maitland Bailey & Ta-Land Enterprises Pty. Ltd.	3.12.1958	No. 156 Book 2466
34. 19.11.1958	Mortgage	Ta-Land Enterprises Pty. Ltd. & Commerce & Commission Ltd.	3.12.1958	No. 157 Book 2466
35. 25.2.1959	Variation of Mortgage	No. 157 Book 2466		No. 211 Book 2475
36. 27.10.1961	Discharge of Mortgage	No. 157 Book 2466		No. 295 Book 2590
37. 27.10.1961	Mortgage	Ta-Land Enterprises Pty. Ltd., to Automobile & General Finance Co. Ltd.		No. 296 Book 2590
38. 4.9.1962	Further Charge	Ta-Land Enterprises Pty. Ltd. to Automobile & General Finance Co. Ltd.		No. 294 Book 2624
39. 28.11.1963	Statutory Mortgage Discharge of No.	296 Book 2590		No. 220 Book 2678
40. 29.11.1963	Discharge of Further Charge	No. 284 Book 2624		No. 221 Book 2678

Date of Instrument	Instrument	Parties	Date	Registered No. Book
41. 28.11.1963	Mortgage	Ta-Land Enterprises Pty. Ltd. to Automobile & General Finance Co. Ltd.		No. 74 Book 2680

IN WITNESS whereof the parties hereto of the first and second parts have hereunto affixed their Common Seals and the party hereto of the third part has hereunto set his hand and affixed his seal the day and year first hereinbefore written.

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

TA-LAND ENTERPRISES PTY. LIMITED.
 Common Seal.
 (Sgd.) John Taylor, Director.

THE COMMON SEAL OF AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereto affixed by Order of the Directors in the presence of:
 (Sgd.) F. McConnell
 Secretary

AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED.
 Common Seal.
 (Sgd.) J. Hammond
 (Sgd.) Peter Currie
 Directors.

SIGNED SEALED AND DELIVERED by the said WILLIAM NORMAN FINCH in the presence of:
 J.P. Sullivan,
 Solicitor,
 Blacktown.

(Sgd.) W.N. Finch.

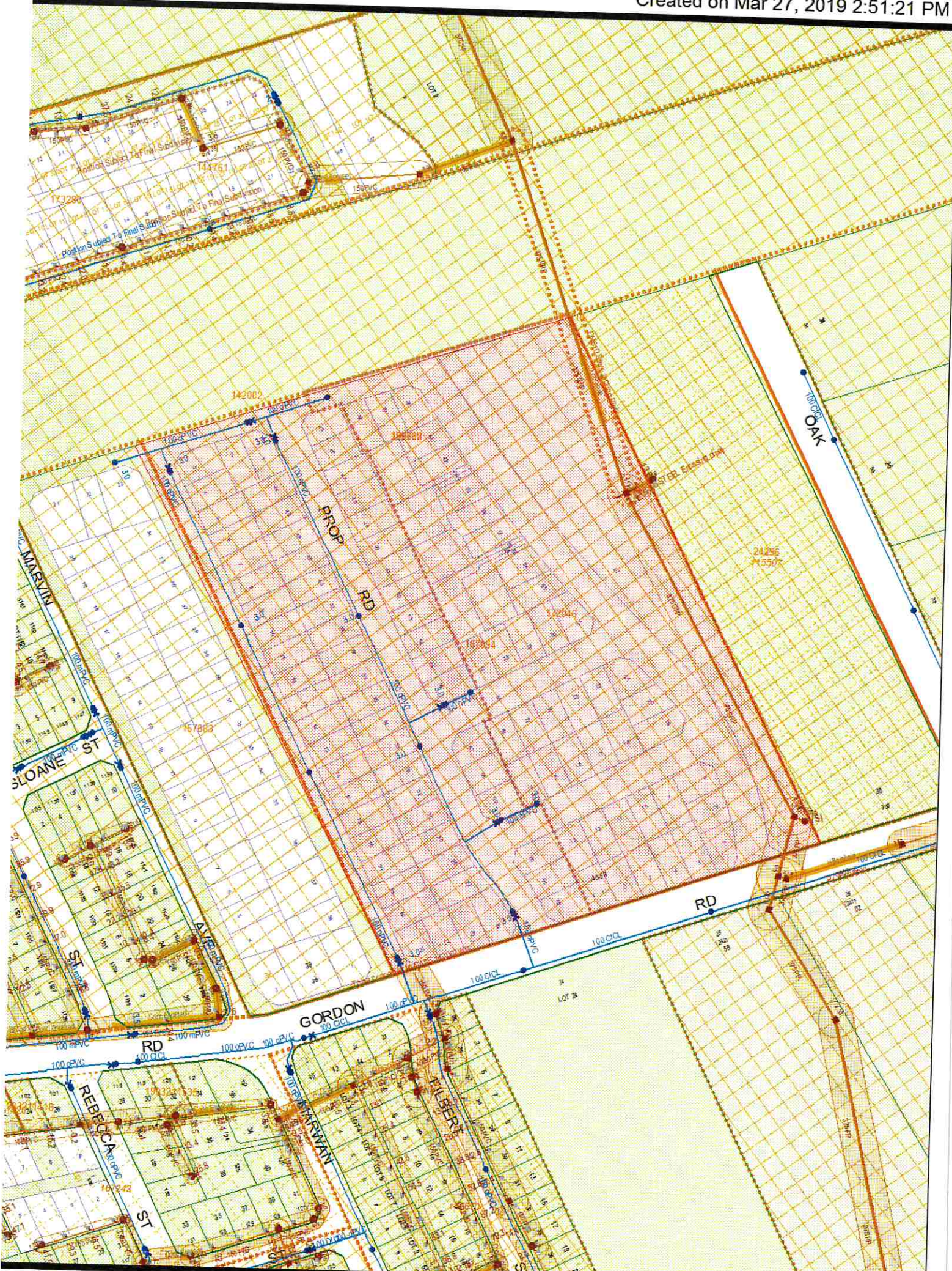
I, Marilyn Orivers, Clerk to J.P. Sullivan, Solicitor, of 14 Main Street, Blacktown, being duly sworn, depose that and saith: The writing contained on this and the foregoing pages has been compared by me with the original Conveyance and is a true copy thereof.

SWORN at Blacktown this Twenty-seventh day of October, One thousand nine hundred and sixty nine, before me:

James Leslie J.P.
 Justice of the Peace.

Received into the Registration of Deeds Office at Sydney, the 27th day of October 1963 at 11:00 minutes past 11 o'clock am noon from Marilyn Orivers, Clerk to J.P. Sullivan, Solicitor of 14 Main Street, Blacktown, and ~~number of 2680 Book 74~~

[Signature]
 Deputy Registrar.



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

Application: **10112774**
Your Ref: 150646

2 April 2019

Property details: 45-59 Gordon Rd, SCHOFIELDS 2762
LOT 1 DP 1242171

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



Enquiry ID 3053511
Agent ID 81429403
Issue Date 27 Mar 2019
Correspondence ID 1687504835
Your reference 150646

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1242171/1	45 GORDON RD SCHOFIELDS 2762	\$15 600 000

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2019 tax year.
As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue