

## Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	<b>UPG 5 Pty Ltd ACN 168 989 768</b> <b>137 Gilba Road, Girraween, NSW 2145</b>	
vendor's solicitor	<b>Marc Hardman &amp; Associates</b> <b>Level 1, 27 Hunter Street, Parramatta NSW 2150</b> <b>DX 28307 Parramatta</b>	<b>Phone: 9633 1033</b> <b>Fax: 9633 4936</b> <b>Ref: MH:LDP:180383</b> <b>E:marc@hardmanassociates.com.au</b>
date for completion land (address, plan details and title reference)	<b>See special condition 38</b> <b>Proposed Lot (Proposed Unit ) /31-37 Garfield Street, Wentworthville, NSW, 2145</b> <b>Proposed Lot in an unregistered strata plan (SP96812) being part of a subdivision of Lot 1 in Deposited Plan 1237158</b> <b>Part Folio Identifier 1/1237158</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" 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	<b>See Annexure hereto</b>	
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		

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

## 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* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

***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 97 078 297 748**

Supplier's business address: **137 Gilba Road, Girraween, NSW 2145**

Supplier's email address: **bobby@bathla.com.au**

Supplier's phone number: **9636 2465**

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

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

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

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

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

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

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

## List of Documents

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

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

**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.

131-37 GARFIELD STREET WENTWORTHVILLE NSW 2145

### **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:**

<b>Australian Taxation Office</b>	<b>NSW Fair Trading</b>
<b>Council</b>	<b>NSW Public Works Advisory</b>
<b>County Council</b>	<b>Office of Environment and Heritage</b>
<b>Department of Planning and Environment</b>	<b>Owner of adjoining land</b>
<b>Department of Primary Industries</b>	<b>Privacy</b>
<b>East Australian Pipeline Limited</b>	<b>Roads and Maritime Services</b>
<b>Electricity and gas</b>	<b>Subsidence Advisory NSW</b>
<b>Land &amp; Housing Corporation</b>	<b>Telecommunications</b>
<b>Local Land Services</b>	<b>Transport for NSW</b>
<b>NSW Department of Education</b>	<b>Water, sewerage or drainage authority</b>

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay 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 <sup>th</sup> 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> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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 or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make 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 *servicing* a notice before completion; and

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

20.6.7 served at the earliest time it is served, if it is served more than once.

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

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

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

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

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

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

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

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

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

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

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

## 21 Time limits in these provisions

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

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

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

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

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

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.4 –
- 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' 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.

131-37 GARFIELD STREET WENTWORTHVILLE NSW 2145

## ADDITIONAL CONDITIONS

### 30 DEFINITIONS AND INTERPRETATION

30.1 In this contract:

“Acceptable Increase” means an increase of less than or equal to 5% of the proportion of the unit entitlement of the Property to the total unit entitlement of the Strata Scheme specified on the draft strata plan annexed hereto;

“Acceptable Reduction” means a reduction in the Unit Area when compared to the draft strata plan annexed hereto which is less than or equal to 5%

“Act” means the Strata Scheme Management Act 1996;

“Building” means the residential strata unit building to be constructed on the Land known as 31-37 Garfield Street, Wentworthville

“Common Property” means the common property in respect of the Strata Scheme;

“Completion Date” means the date set out in Additional Condition 38;

“Council” means Cumberland Council

“Discharge” means a registrable discharge or withdrawal of an encumbrance;

“Deposit Holder” means Vendor’s Solicitor;

“Expert” means a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor;

“Land” means the land contained and described in part Folio Identifier 1/1237158 ;

“Lot” means the lot or lots referred to in “Land Plan - Unregistered Plan” on page 1;

“Major Defects” means a fault which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable.

“Owners Corporation” means the owners corporation constituted upon registration of the Strata Plan;

"Printed Conditions" means the conditions of sale contained in the Contract for the sale and purchase of land 2018 edition;

"Property" means the property being the Lot in the Strata Plan;

"Schedule of Inclusions" means the document entitled "Inclusion" annexed to this Contract;

"Strata Plan" means the draft strata plan a copy of which is annexed to this Contract, as that draft may be amended, varied or otherwise affected from time to time as contemplated in this Contract, or, where a draft strata plan is not available, the architectural or construction certificate plans which are annexed to this contract. It does not include any draft floor plan that may be annexed hereto.

"Strata Scheme" means the strata scheme constituted on registration of the Strata Plan;

"Sunset Date" means 31 December 2020 from the date of this Contract;

"Unit" means the Unit referred to in "Land-Address" on page 1, but not any courtyard area which may be included in the Lot;

"Unit Area" means the area of the residential portion of the Unit only as specified on the Strata Plan. It does not include any areas or dimensions that may be noted on any floor plan that may be annexed hereto;

"Works" means the construction of the Building generally in accordance with the development consent issued by Council.

### **31 AMENDMENTS TO PRINTED CONDITIONS**

The Printed Conditions shall be amended in the following manner:

31.1 Deleted.

31.2 Clause 5.2.1 is replaced with:

"if it arises out of this contract - within ten days after the day on which the Vendor serves notice of the registration of the documents referred to in schedule 1;"

31.3 Clause 5.2.2 is replaced with:

"if it arises out of anything served by the vendor on the purchaser - within ten days after the later of the day on which the vendor serves notice of the

registration of the documents referred to in schedule 1 and the day of that service, and"

31.4 Clause 7.1.3. is replaced with:

"the purchaser does not serve notice waiving the claims within seven days after that service, and"

31.5 Clause 10.1, line 1 is replaced with:

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

31.6 Clauses 15, 16.8, 22, 23.9, 23.13, 23.14 and 28 are deleted

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

31.8 "(this clause 20.6.3 applies to any document in an action in connection with this contract including, without limitation, any writ or summons or other originating process)" is inserted before the semi-colon at the end of clause 20.6.3.

## **32 REPRESENTATIONS AND WARRANTIES NEGATIVED**

32.1 The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the property.

32.2 The Purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution. The Purchaser further acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.

32.3 If a floor plan is annexed to this Contract the vendor does not warrant that the Unit will be constructed in accordance with that plan.

32.4 the purchaser has obtained appropriate independent advice on and is satisfied about:

32.4.1 the purchaser's obligations and rights under this contract; and

32.4.2 the nature of the property and the purposes for which the property may be lawfully used; and

32.4.3 the purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building

### **33 CONSTRUCTION OF THE WORKS**

33.1 Before completion the Vendor must cause the Works to be carried out in a proper and workmanlike manner. The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this clause. The Vendor must serve a copy of such Occupation Certificate on the purchaser.

### **34 SCHEDULE OF INCLUSIONS**

34.1 The Vendor must, prior to completion and in a proper and workmanlike manner:

34.1.1 cause to be installed in the Unit the items specified in the Inclusions list;

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

34.2 The Vendor reserves the right without being required to give any Notice to the Purchaser to:

34.2.1 alter any finish specified in the Schedule of Inclusions to another finish of equivalent or higher quality; and

34.2.2 alter any item to be installed in the Unit or the Common Property as specified in the Inclusions list to another item of equivalent or higher quality.



34.3 If any disagreement arises in connection with Additional Condition 34.2.2 or both;

34.3.1 either the Vendor or the Purchaser may before the expiration of 1 month after the date of completion 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 may be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs, and

34.3.2 the Purchaser may not make any objection, requisition or claim, delay completion of nor rescind or terminate this Contract and the Purchaser acknowledges that its sole remedy in relation to any disagreement arising in connection with the Additional Conditions 34.1 and 34.2 shall be the remedy set out in Additional Condition 34.3.1.

### **35 BUILDING DEFECTS**

35.1 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.

35.2 If any disagreement arises in connection with Additional Condition 35.1 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 is no such party then by the party or parties who the Expert determines is or are to bear the costs.

35.3 Except in the case of Major Defects 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.

### **36 REGISTRATION OF STRATA PLAN**

36.1 This Contract is conditional upon the registration of a strata plan substantially in the form of the Strata Plan prior to the Sunset Date. The Vendor will serve notice of registration of strata plan to the purchaser once registered.

- 36.2 The Vendor must use all reasonable endeavours to satisfy the condition in Additional Condition 36.1.
- 36.3 Should the condition in Additional Condition 36.1 not be satisfied either party may, by notice in writing, rescind this Contract, provided however, that the purchaser must first give to the vendor 14 days written notice of their intention to rescind. The vendor may then give notice pursuant to special condition 36.4. The Purchaser acknowledges and agrees that their only right or remedy available in the event that the condition in Additional Condition 36.1 is not satisfied is the right of rescission contained in this clause, and the Vendor will not be liable to pay to the Purchaser any damages, costs or expenses howsoever arising.
- 36.4 The Vendor may extend the Sunset Date for such further period or periods as the Vendor may determine, due to any of the following:
  - 36.4.1 inclement weather or conditions resulting from inclement weather;
  - 36.4.2 any civil commotion, combination of workmen strikes or lock-outs affecting the progress of the works or affecting the manufacture or supply of materials for the construction of the property;
  - 36.4.3 any delay in any approval required for development activities necessary or desirable for erection of the Building or completion of this contract; or
  - 36.4.4 any matter or thing beyond the control of the vendor, including the fact that the vendor may have miscalculated the time required to complete construction of the development in order to comply with special condition 36.1.
- 36.5 The vendor is the sole determinator of the vendor's entitlement to extensions of time under Clause 36.4.
- 36.6 Written notice to the Purchaser or their legal representative in relation to extensions of time under clause 36.4 is final, conclusive and binding on the parties. There is no limit to the number of notices that the vendor may issue.
- 36.7 The Vendor may make variations to the Strata Plan from time to time which the Vendor considers necessary or desirable and in its absolute discretion. The Purchaser shall not be entitled to make any objection requisition or claim for compensation nor rescind or terminate nor delay completion in respect of:
  - 36.7.1 any increase or Acceptable Reduction in the Unit Area; or

- 36.7.2 any minor variation in the location of the unit from the location shown on the Strata Plan annexed, or
  - 36.7.3 any allocation of the unit entitlement of the Property; or
  - 36.7.4 any variation in the number of lots in the Strata Plan or the area, location, or unit entitlement of any lot other than the Property or the area or location of the Common Property; or
  - 36.7.5 any addition to or change to the By-Laws specified in the Act; or
  - 36.7.6 the location of any carparking space or storage area.
- 36.8 If the Vendor:
- 36.8.1 varies the Strata Plan so as to reduce the Unit Area to an extent which exceeds an Acceptable Reduction; or
  - 36.8.2 varies the Strata Plan so as to vary the location of the Unit to an extent which is other than minor when compared to the draft strata plan annexed, or
  - 36.8.3 increases the unit entitlement for the Property to an extent which exceeds an Acceptable Increase, then the Vendor shall notify the Purchaser in writing of such variation ("the Variation Notice") and the Purchaser may (subject to Additional Condition 36.11) rescind this Contract, in which case the provisions of Clause 19 hereof shall apply.
- 36.9 Any disagreement between the Vendor and the Purchaser in relation to whether a variation in the location of the Unit is other than minor must be notified in writing by the Purchaser to the Vendor within fourteen (14) days of the date of service of a copy of the varied Strata Plan. If so, and only if so notified, either party may refer the disagreement to an Expert and the Expert's decision will be final and binding on the parties, including any decision as to the party or parties who are to bear the costs of the determination.
- 36.10 The right of rescission specified in Additional Condition 36.8 must be exercised within fourteen (14) days (time being of the essence) of the date of service of the Variation Notice, or if Additional Condition 36.9 applies, within fourteen (14) days (time being of the essence) of the date of the Expert's decision.
- 36.11 If the right of rescission conferred by Additional Condition 36.8 is not exercised within fourteen (14) days of the right of rescission accruing, this Contract remains binding in all respects as though that right of rescission had never arisen.

36.12 The Purchaser agrees that the right of rescission specified in Additional Condition 36.8 is the only remedy available to the Purchaser following receipt of a notification pursuant to Additional Condition 36.8 and the Vendor shall not be liable to the Purchaser for any damages, costs or expenses.

**37**     **TRANSFER**

37.1 The Purchaser must serve the form of Transfer within seven (7) days after the Vendor's Solicitors advise the Purchaser's Solicitor in writing of the Registration of the Strata Plan.

**38**     **COMPLETION DATE**

38.1 Completion of this Contract shall take place on the later of the two following dates:

(a) Twenty-eight (28) days from the date of this Contract; or

(b) Fourteen (14) days from and including the date upon which the Vendor's Solicitors notify the Purchaser's Solicitors in writing that the Strata Plan has been registered.

("the Completion Date")

38.2 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.

38.3 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.

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

38.4.1 the purchaser must pay the Vendor interest on:

38.4.1.1 the balance of the price; and

38.4.1.2 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

- 38.4.2 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.
- 38.5 Payment of interest in accordance with this Clause 38 is an essential term of this contract.
- 38.6 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.
- 38.7 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.
- 38.8 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.
- 38.9 If for any reason the Vendor is not ready willing and able to complete by the Completion Date, then the Completion Date will be 2 working days after the Vendors Solicitors notify the Purchasers representative that the Vendor is ready, willing and able to complete.

**39 PURCHASER'S ACKNOWLEDGMENT**

- 39.1 The Purchaser acknowledges that the title to the land , and the Strata Plan and/or the proposed lot/s and/or the Property and/or the Common Property may be affected or amended by any one or more of the following:
- 39.1.1 redefinition of the boundaries of the Land;
- 39.1.2 road re-alignment or dedication;
- 39.1.3 leases, easements or dedications;
- 39.1.4 variation of the proposed boundaries between the lots and between lots and Common Property other than the Property including those resulting from relocation of the external walls of the proposed improvements;

- 39.1.5 alteration to the unit numbers and/or lot numbers including car space numbers and positions of car spaces and storage area;
- 39.1.6 the grant of rights of exclusive occupancy in respect of any part of the Common Property; or
- 39.2 If the Strata Plan as registered is affected or amended as contemplated in this Additional Condition then the Strata Plan will be deemed to be substantially in the form of the Strata Plan for the purposes of Additional Condition 36 of this Contract.
- 39.3 Notwithstanding any contrary provision in this Contract, the Purchaser agrees not to make any objection, requisition or claim, nor delay completion not rescind or terminate should the circumstances set out in Additional Condition 40.1 occur.

#### **40 EASEMENTS, ETC**

- 40.1 The Purchaser acknowledges that he is aware that at the date of this Contract:
  - 40.1.1 there have not been created all the easements, covenants and restrictions as to user;
  - 40.1.2 there have not been entered into all the leases, agreements and arrangements;
  - 40.1.3 there have not been granted all the rights and privileges; and
  - 40.1.4 there has not been dedicated all the land;which it may be necessary or desirable for the Vendor or the Owners Corporation to create, enter into, grant, transfer or dedicate in respect of the Land, Lot or common property prior to completion.
- 40.2 If it is necessary or desirable for the Vendor or the Owners Corporation prior to completion to create easements, covenants or Restrictions as to user, to enter into leases, agreements or arrangements, to grant rights of privileges in respect of the Land or any adjoining land or to dedicate or transfer land from the Land, the Purchaser agrees that he may not make any objection, requisition or claim nor rescind or terminate in respect of that creation, entering, grant, transfer or dedication.
- 40.3 If the Vendor requires the Purchaser must:

- 40.3.1 vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation to execute or accept any document for the purposes of Additional Condition 41 including, without limitation, any motions for execution of other certificates and documents and for the production of the Certificate of Title for the common property to enable registration to occur;
  - 40.3.2 refrain from doing anything which would prevent the Purchaser exercising a vote in respect of the Property;
  - 40.3.3 execute and deliver to the Vendor as appropriate either a valid form of proxy naming the Vendor's nominee as the Purchaser's proxy holder or a valid nomination naming the Vendor's nominee as the Purchaser's company nominee entitling the Vendor's nominee to attend at any meeting of the Owners Corporation for the purposes of voting for any resolution referred to in Additional Condition 41;
  - 40.3.4 refrain from revoking the proxy or nomination referred to in special condition 40.3.3 (except at the request of the Vendor) or otherwise doing anything which may invalidate or render the proxy or nomination incapable for use; and
  - 40.3.5 use all reasonable endeavours to procure any mortgagee of the Property to comply with the provisions of this Additional Condition 40.3.
- 40.4 The Vendor specifically discloses to the Purchaser and the Purchaser acknowledges he will make no requisition, objection or claim for compensation in regard to any positive covenant noted on title required by Council requiring the Owners Corporation to clean and maintain the storm water detention system within the Common Property of the strata scheme.

#### **41 REPLACEMENT OF DOCUMENTS**

- 41.1 At any time before completion the Vendor may serve notice that the Vendor wishes to replace a document attached to this contract other than the Printed Conditions and the Additional Conditions with another document (being a document a copy of which is forwarded with that notice).
- 41.2 From and including the day a notice under Clause 41.1 is served, the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.

41.3 Subject to clause 41.4, the Purchaser may not make a claim or requisition, delay completion, rescind or terminate because the Vendor has served a Notice under clause 41.1 and the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.

41.4 If there is a difference between the replaced documents and the documents substituted for it which detrimentally affects the Property to an extent which is not minor, the Purchaser may rescind by written notice to the Vendor within 7 days after the day the Vendor serves notice under clause 41.1

#### **42 SELLING AGENT**

42.1 The Purchaser warrants that except for the Estate Agent or Agents referred in this Contract he has not been introduced to the Property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to Indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional Condition shall not merge on completion.

#### **43 EXISTING SERVICES**

43.1 The Purchaser shall take title subject to existing water sewerage drainage gas electricity and other installations and services and shall not make any objection requisition or claim for compensation or rescind or terminate in respect thereof on the ground that any connection passes through the Land.

43.2 Should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the Land, the Purchaser shall not make any objection thereto or make any requisition or claim any compensation or rescind or terminate in respect thereof.

#### **44 PURCHASER'S CAVEAT AND/OR PRIORITY NOTICE**

44.1 The Purchaser shall not lodge a Caveat and/or a Priority Notice for registration in respect of the Title to the Land prior to completion. This is an essential term of the Contract entitling the Vendor to claim damages from the Purchaser as a result of the Purchaser's breach of this condition.



**45 F.I.R.B. REQUIREMENTS**

- 45.1 The Purchaser acknowledges that after the date of this Contract the Vendor may apply for approval from the Foreign Investment Review Board to sell a proportion of the residential lots in the Strata Plan to foreign interests (the "Application")
- 45.2 The Purchaser shall not make any objection or make any requisition or claim any compensation or rescind or terminate this Contract or delay completion should the Vendor make the Application and if approved, sell a proportion of the residential lots in the Strata Plan to foreign interests in accordance with such approval.
- 45.3 The Purchaser warrants that if it is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (the "FIRB Act"), it has obtained the consent of FIRB in accordance with the provisions of the FIRB Act to its purchase of the Property. The Purchaser hereby indemnifies the Vendor against all liability, loss damage and expenses the Vendor may suffer or incur as a direct or indirect result of a breach of this warranty.

**46 LAND TAX, COUNCIL RATES, WATER RATES AND INSURANCE PREMIUMS**

- 46.1 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. A "separate assessment" of Council rates does not include any waste management service fees imposed by Council. On completion the Purchaser must adjust the amount of \$1,500.00 per annum on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.
- 46.2 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 been 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 on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.
- 46.3 Land Tax - The vendor and purchaser agree that the amount of \$1,200.00 for the Property 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 or Property.

46.4 Insurance Premiums and Pre-paid Maintenance Contracts- Insurance premiums and Pre-paid Maintenance Contracts for the maintenance of bio-filtration basins and storm filters payable in respect of the Strata Scheme will be out-goings for the purposes of calculating adjustments on settlement, and that such adjustment will be made on a unit entitlement basis;

46.5 The Vendor must, on or before completion, pay or procure the payment of:

- (a) any assessment for council rates, and
- (b) any assessment for water and sewerage rates

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

46.6 (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 or for the Property either in full or to the extent necessary to free the Property 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 31<sup>st</sup> December in the year immediately before the year of completion.

#### **47 SELLING AND LEASING ACTIVITIES**

47.1 The Purchaser acknowledges that both before and after completion the Vendor and persons authorized by the Vendor may:

47.1.1 conduct selling and leasing activities in the Building (but not the Property),

47.1.2 place and maintain in, on and about the Building (but not the Property) signs in connection with those selling and leasing activities, and

- 47.1.3 place and maintain in, or and about the Building (but not the Property) an office or other facility or both for salespersons.
- 47.2 The Purchaser agrees to vote against any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would curtail or inhibit the rights of the Vendor referred to in Additional Condition 47.1
- 47.3 The covenants in this clause shall continue until the Vendor completes the sale of all lots in the Strata Plan.

**48**     **NON MERGER**

- 48.1 The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

**49**     **SYDNEY WATER**

- 49.1 The Purchaser acknowledges that at the date of this Contract an accurate diagram for 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 at all times with the approval of Sydney Water and this warranty shall not merge on completion.

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

- 49.2 Completion is not subject to or conditional upon the Vendor providing any updated diagram from Sydney Water.

**50**     **RE-SALE PRIOR TO COMPLETION**

- 50.1 The Purchaser agrees that during the currency of this Contract the Purchaser will only be entitled to list the Property for re-sale with the Real estate agents the currently engaged by the Vendor to market properties located in the Building and the Purchasers agrees otherwise not to advertise for sale the Property during the currency of this Contract.

**51**     **GST**

- 51.1 The purchase price includes GST and the Vendor may not make any additional charge on account of GST.
- 51.2 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.
- 51.3 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.
- 51.4 For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

## **52 DEPOSIT**

- 52.1 The Deposit is ten percent (10%) of the Price.
  - 52.1.1 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:
    - 52.1.2 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.
    - 52.1.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price"
- 52.2 (a) Notwithstanding the provisions of this Contract the Vendor will accept on exchange of Contracts a bank guarantee or deposit bond for the deposit in the place of cash payment.
  - (b) 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.
  - (c) Where the Vendor has given notice to the purchaser pursuant to special condition 36.6, the Purchaser must within 14 days of such notice provide to the Vendor, or the Vendor's solicitor, a replacement bank

guarantee or deposit bond with an expiry date not earlier than the date of expiry of the notice issued pursuant to special condition 36.6.

52.3 The provisions set out herein are essential terms of this contract.

**53. RELEASE OF THE DEPOSIT**

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

**54. OCCUPATION CERTIFICATE**

The vendor shall provide a copy of an Occupation Certificate to the purchaser at least 14 days prior to completion.

**55. HOME BUILDING ACT**

**55.1** The Home Building Act requires residential building work (whether or not done under a contract) to be insured.

**55.2** The vendor may not have commenced work involved in the construction of the Building on the Property as at the date of this Contract.

Where clause 55.2 is applicable:

**55.3** The vendor is exempt under clause 61 of the Home Building Regulation 2004 from attaching a certificate of insurance to this contract evidencing the contract of insurance required by the Home Building Act for the residential building work referred to in clause 55.2, which is to be done on the Property.

**55.4** The vendor (or any assignee of the vendor's rights under this contract) must give the purchaser a certificate of insurance in respect of any residential building work referred to in clause 55.2 that is to be done in respect of the property (as required by section 96A(1) of the Home Building Act) within 14 days after the contract of insurance in respect of that work is made.

**55.5** The purchaser may rescind this contract if the vendor (or any assignee of the vendor's rights under this contract) does not comply with clause 55.4.

Where clause 55.2 is not applicable:

**55.6** the Vendor warrants that it has taken out, or will take out, insurance as required by the Home Building Act and will prior to completion serve on the Purchaser a Certificate of Insurance.

55.7 The Purchaser agrees that prior to exercising any right of rescission that may be available to the Purchaser pursuant to s.96A Home Building Act or clause 55.5 hereof, the Purchaser must first serve on the Vendor's Solicitor a 14 day notice of such intention to rescind, and where the Vendor serves a Certificate of Insurance within the notice period the Purchaser agrees not to rescind the Contract.

**56. PURCHASER'S REQUISITIONS ON TITLE**

56.1 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.

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

**57. INCLUSIONS**

57.1 Included in this sale of the subject premises are the Inclusions listed on the front page of the Contract, 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.

**58. DELETED**

**59. VENDOR DISCLOSURES**

59.1 Where the title search annexed hereto does not record the vendor as the registered proprietor, the vendor discloses that it has entered into a contract to purchase the property, but is not yet the registered proprietor. Completion is subject to and conditional upon the vendor being recorded as the registered proprietor of the property.

The purchaser shall not be entitled to make any requisition, claim for compensation or objection in relation to the disclosures made herein.

**60. ACCESS TO THE BUILDING SITE**

The purchasers acknowledge and agree that they are not entitled to access the building site during construction and prior to the completion of the contract unless they are accompanied by a representative of the vendor.

**61. TRADE PROMOTION LOTTERY**

- (a) The vendor is conducting a Trade Promotion Lottery pursuant to NSW Lottery Permit No. LTPS/18/29622, a copy of which is annexed hereto. The Terms and Conditions of the lottery are also annexed hereto.
- (b) The Purchaser acknowledges having read the Permit and Terms and Conditions and agrees to be bound by those terms and conditions.
- (c) The Purchaser specifically acknowledges that the value of the Prize will be credited as a further deposit paid pursuant to the terms of this Contract, and that the Purchaser is not entitled to any cash prize except as provided for herein.
- (d) In the event that the prize amount when combined with the deposit paid upon exchange exceeds the purchase price payable at completion, the Vendor agrees to pay to the Purchaser at completion the excess amount.
- (e) In the event of a valid rescission or termination of this Contract entitling the Purchaser to a refund of the deposit paid and/or damages, such refund and/or damages are limited to the actual deposit paid by the Purchaser which shall not include the prize amount.

## THE BATHLA GROUP GIVEAWAY

### 31-37 GARFIELD ROAD, WENTWORTHVILLE SALES PROMOTION

#### TERMS AND CONDITIONS

1. To be eligible for the prize draw a person, persons or corporation must have exchanged an unconditional contract for the purchase of any Unit in the development situated at 31-37 Garfield Road NSW ("the development") on or after the commencement date of the promotion being 10 December 2018 and on or before the end of the promotion being 6 December 2019.
2. Each unconditional purchase contract entitles the purchaser to one entry into the prize draw.
3. The draw will be conducted by means of a barrel draw at 12.00 noon on 9 December 2019 at Wenty Leagues Club 50 Smith Street, Wentworthville NSW 2145.
4. The prize winner will be announced on the day, and if necessary notified by email and/or telephone within 2 business days of the draw. The prize winner will also be published on the website: [www.bathla.com.au](http://www.bathla.com.au) on 9 December 2019.
5. The award of the prize/s to the prize winners will be by way of an immediate credit of the Prize amount as a further deposit paid pursuant to the Contract in the development as referred to in condition 1.
6. Any unclaimed prize will be redrawn on 31 January 2020. Such draw will be held at the offices of The Bathla Group 137 Gilba Rd., Girraween NSW and the winner will be announced on the day, and if necessary notified by email and/or telephone. The prize winner will also be published on the website: [www.bathla.com.au](http://www.bathla.com.au)
7. The Prizes are the below amounts which will be credited as a further deposit paid pursuant to the Contract for purchase as prescribed in Condition 1:

(a) First Prize:	\$500,000.00
(b) Second Prize:	\$200,000.00
(c) Third Prize:	\$100,000.00
(d) Fourth Prize:	\$ 50,000.00
(e) Fifth Prize:	\$ 50,000.00
(f) Sixth Prize:	\$ 20,000.00
(g) Seventh Prize:	\$ 20,000.00
(h) Eighth Prize:	\$ 20,000.00
(i) Ninth Prize:	\$ 20,000.00
(j) Tenth Prize:	\$ 20,000.00

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Total Prize Pool: \$1,000,000.00
8. The Promoter is defined as: *"UPG 5 Pty. Ltd. ACN 168 989 768."*
9. Employees, and immediate family members of employees of the Promoter, are ineligible to enter.





**Fair  
Trading**

08/11/2018

Mr Marc Hardman  
Marc Hardman and Associates  
UPG 5 PTY LIMITED  
Se 1 27 Hunter St  
PARRAMATTA NSW 2150

### Trade Promotion Lottery Permit

NSW permit number	<b>LTPS/18/29622</b>
This document certifies that	<b>UPG 5 PTY LIMITED</b>
ABN	<b>77168989768</b>
is authorised to conduct	<b>The Batha Group Giveaway</b>
for the amount	<b>\$1,000,000</b>
from	<b>10/12/2018</b>
until	<b>06/12/2019</b>

Subject to the *Lotteries and Art Unions Act 1901*, *Lotteries and Art Unions Regulations 2014* and the conditions attached in Annexure A.

This permit is approved under delegation from the Minister administering the *Lotteries and Art Unions Act 1901*.

#### Important information

Please ensure you read the conditions attached as they may have changed since your last permit.

Fees apply to amend the approved terms and conditions of this permit. To apply for an amendment, complete the amendment form available at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) and lodge via email.

It is recommended that you apply for new permits online through [www.onegov.nsw.gov.au/new/](http://www.onegov.nsw.gov.au/new/) to receive a faster service and discounted fees. Credit card payments are only accepted online.

Please contact us at [CELottery@finance.nsw.gov.au](mailto:CELottery@finance.nsw.gov.au) for further information.

## ANNEXURE A TRADE PROMOTION LOTTERY PERMIT CONDITIONS

NSW Fair Trading  
PO Box 972, Parramatta, NSW 2124  
Tel: 13 32 20  
ABN 81 913 830 179  
[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

- (1) The promoter must formulate rules in accordance with this condition under which persons may participate in the lottery.
- (2) The rules must provide for the following:
  - (a) the conditions of entry (including the minimum age of the participants)
  - (b) the closing date and time for the receipt of entries in the lottery
  - (c) details of the prizes and their value (including conditions, if any, relating to receiving, accepting or using the prizes)
  - (d) the place, time, date of the lottery
  - (e) the manner in which prizes are to be awarded
  - (f) the method for claiming prizes (including any requirement to be in attendance at the draw)
  - (g) the manner in which prize winners are to be notified
  - (h) details of how the results of the lottery will be published
  - (i) the name, address and telephone number of the promoter.
- (3) These rules must be advertised and available to all entrants from the commencement of the lottery.
- (4) The promoter must comply with such rules.

#### **4 Promoter to supply information to potential lottery entrants**

- (1) The promoter must ensure that in any advertisement the following information is made available to persons who may want to participate in the lottery:
  - (a) the rules
  - (b) the permit number in the format "NSW Permit No. LTPS/\_\_\_/\_\_\_\_\_" or "NSW Permit No. LTPM/\_\_\_/\_\_\_\_\_"
  - (c) where it is likely that a prize will not be awarded because of the nature of the lottery, an indication of the chance of winning the prize in the format, "1 in \_\_\_ chance of winning \_\_\_\_" and
  - (d) if, following the determination of a winner, a subsequent lottery is used to determine the prize awarded, a statement must be made as to how the subsequent lottery is to take place and what the odds are of winning the major prize, as per (c) above.
- (2) If, in fulfilling condition 4(1)(a), the promoter is constrained by the advertising medium to supply the rules because of time or space limitations, the advertisement must stipulate:
  - (a) where those rules may be found and
  - (b) any unusual or onerous rules unless they relate to compliance with condition 13 (such as a condition of entry, the closing date of the lottery, any time constraint on a tour or journey prize).
- (3) The promoter must not represent that the lottery is conducted for, or in conjunction with an appeal for, a charitable purpose, unless approved by the Office.

#### **5 Means of entry through telephone or MMS**

- (1) This condition applies to a lottery that involves a 190-premium service telephone, a Short Message Service (SMS) or a Multimedia Messaging Service (MMS), hereafter called a 'telephone service'.
- (2) The cost to an entrant or other person for calling or messaging a telephone service in order to enter the lottery must not exceed \$0.50, plus the amount of GST payable in respect of the call, and the rules must include a reference to that cost.
- (3) An entrant or other person must not incur any cost if the telephone service sends a message to that person's mobile telephone in connection with the lottery.
- (4) An entrant or other person must not be required to call or message a telephone service on more than one occasion to provide personal information or particulars, or to answer questions, or for any other reason, in order to obtain a right to a valid entry into the lottery.
- (5) An entrant or other person must not be required to call or message a telephone service to obtain information or particulars about the lottery. Without limiting the generality of the foregoing, information or particulars includes details of the conditions of entry, and the provision of numbers or symbols which a person matches with other numbers or symbols hidden or displayed on a game card or in a publication.



## Fair Trading

- (6) In this condition, GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth.

### **6 Instant win and scratch-type lotteries**

- (1) If the lottery is an instant win, scratch-type or pre-determined lottery, the rules of the lottery must include the following:
- (a) a statement that all prizes from the advertised total prize pool will be distributed during, or after the completion of, the lottery, together with a statement that details how prizes are to be distributed after the completion the lottery, unless the Office waives this requirement.
  - (b) a statement that at the end of the lottery all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been exceeded, and
  - (c) a statement that printing errors or other quality control matters outside the control of individual players must not be used as the sole basis for refusing to award a prize.
  - (d) Condition 6(1)(a) does not apply if the prizes are perishable food or drink products.
- (2) Security measures must be adopted to eliminate the potential for the manipulation of the distribution of winning tickets or other game material.
- (3) All details of claims for prizes over \$100 which are denied shall be retained. These details must include the name and address of the claimants and the reason why the claim was not met.
- (4) A claimant must be promptly informed of the reasons for refusing to award a prize, unless forgery or similar tampering with the ticket, entry form, etc. is suspected.

### **7 General requirements for conducting the lottery**

- (1) All entries to the lottery must be treated equally.
- (2) All entries must be included into the draw.
- (3) No person is to receive an unfair advantage or unfair gain over another.
- (4) The outcome of the lottery must not be determined on the basis of an unlawful game within the meaning of the *Unlawful Gambling Act 1998*.
- (5) A lottery cannot be conducted that imposes a condition that places some participants at a disadvantage. A condition that requires a participant to claim a prize at a draw you must allow at least four minutes for them to do so. This requirement must be clearly stated in the rules of the lottery.
- (6) The promoter must ensure that each and every draw is open for public scrutiny, and anyone must be afforded the opportunity to witness the draw.
- (7) The determination of the winner, whether by draw or instant win must take place in Australia.
- (8) If more than one prize is being offered, the major prize must be drawn first, and the other prizes then drawn in descending order of number and value. If the draw is to be conducted in other manner or method, the rules must describe the manner or method to be used to determine the winner of the lottery.
- (9) Prizewinners should receive their prizes within a maximum period of six weeks after the draw of the prizes, unless otherwise stated in the rules of the lottery.

### **8 Scrutiny of draw and notification of prizewinners**

- (1) This condition applies if the total value of prizes in a draw is greater than \$10,000 (unless all the prizes are determined by an instant win, scratch-type or bingo-style lottery, in which case this condition does not apply).
- (2) The draw and the announcement of the prize winners must be scrutinised by an independent person, unless the Office waives this requirement.
- (3) Any waiver given under condition 8(2) remains current until revoked, or the particulars upon which the waiver was granted have been modified without the prior approval of the Office, or the particulars upon which the waiver was granted are not being complied with by the promoter or the promoter's agent.

### **9 Computerised systems for drawing prizewinners**

Where a computerised system is used to determine the winner of a lottery, the promoter or the promoter's agent must, prior to the draw, obtained signed appraisal and draw procedure reports from a suitably qualified independent person into the operation and integrity of the computerised draw system.



## **10 Announcement of prizewinners**

- (1) As far as practicable, the promoter must notify all prize winners within two days of the draw of the prizes.
- (2) The prize winners must be personally notified (by face-to-face, telephone, mail, email or by other reasonable means).
- (3) The promoter must ensure that the name of the winner of any prize exceeding \$500 is announced in a newspaper generally circulating in the area where the lottery was conducted, or by radio or television generally received in the area where the lottery was conducted, or by the Internet, in accordance with the rules of the lottery.

## **11 Unclaimed prizes**

- (1) If within three months after the determination of the winner of the lottery, a prize (other than a prize consisting of perishable goods) has not been claimed by the winner, the promoter must take all reasonable steps to deliver the prize to the prize winner. At the conclusion of the three months, if the prize cannot be delivered, the promoter must notify the Office and, subject to the Office's approval, re-determine the winner of the prize in accordance with any directions by the Office.
- (2) If requesting approval under condition 11(1), the notification must set out the steps taken to deliver the unclaimed prize, and the last known address of the winner of the unclaimed prize.
- (3) If the prize is perishable and is not claimed by its winner on the day of the determination of the winner, the promoter may dispose of the prize in any manner the promoter considers fit. However, if the promoter disposes of the prize by selling it, the proceeds of the sale must be held as if it was the prize.

## **12 Record keeping**

- (1) The records that relate to the lottery (e.g. ticket butts, entry forms and lists of entrants) must be kept for a period of at least three months after the date on which the winner is determined.
- (2) Where a determination is made under condition 11, the records must be kept for at least a further three months after the last determination is made.
- (3) A register detailing prizes and their values must be maintained for multiple lottery permits for a period of at least 12 months.

## **13 Lotteries conducted by wagering operators**

A non-proprietary association or licensed wagering operator or their employee that conducts a lottery must not publish any advertising that offers any credit, voucher or reward as an inducement to participate, or to participate frequently, in any gambling activity including as an inducement to open a betting account.

## **14 Bingo style lotteries**

Bingo style games other than instant win or scratch type lotteries must not be conducted on licensed premises as a trade promotion.

## **15 Cash prizes on gaming machine premises**

If the lottery is conducted on the premises of a registered club, hotel (excluding general bar licences) or casino, cash prizes must not be offered between the hours of 10:00pm and 8:00am the following day. If a cheque is provided as a prize, the cheque must be made payable to the winner and cannot be cashed by the venue.

## **16 Electronic devices that resemble gaming machines**

Where a device resembling a gaming machine is used to determine the winner of a lottery, the device must be situated in an area of a hotel or registered club premises where minors are not permitted.



# Fair Trading

## Definitions

In these permit conditions:

**advertisement** means any advertisement, notice or information used in connection with the lottery. Without limiting the generality of the foregoing, advertisement includes the conditions of entry, entry forms, tickets or coupons, any electronic and/or print media advertisement (including on the outside or the inside of the product being promoted, or at the place where the product or service is sold or otherwise provided).

**casino** means the holder of a casino licence granted under the *Casino Control Act 1992*.

**conditions of entry** means the rules, terms and conditions upon which persons may participate in the lottery, and under which the promoter must conduct the lottery.

**hotel** means the holder of a hotelier's licence under the *Liquor Act 2007*.

**independent person** means a person who:

- (a) except for involvement with the scrutiny of the draw is not otherwise concerned with the management, conduct or promotion of the lottery for which this permit is issued; or is not a director, employee or otherwise employed by, or under contract to, the promoter, the promoter's agent, or any associated companies, businesses or agencies, and
- (b) does not have any interest or relationship, personal or commercial, with the promoter, or any person employed by that promoter which might be, or appear to be, incompatible with that person's objectivity.

**Office** means NSW Fair Trading.

**official approval** means approval in writing given by an authorised delegate of the Minister administering the *Lotteries and Art Unions Act 1901*.

**lottery** means a lottery or game of chance for the promotion of trade within the meaning of section 4B of the *Lotteries and Art Unions Act 1901*.

**licensed premises** means a premise holding a liquor licence under the *Liquor Act 2007*.

**non-proprietary association** means a corporation, club, or other unincorporated body of persons, formed for the purpose of promoting and conducting race meetings that is registered as a racing club.

**promoter** means the person(s) concerned with the management of the trade or business.

**registered club** means a club holding a club licence under the *Liquor Act 2007*.

**rules** means the rules formulated under condition 3.

**trade or business** means the sole proprietor, the partners in the partnership or the body corporate identified in the application for this permit as the benefiting trade or business for the purposes of section 4B of the *Lotteries and Art Unions Act 1901*.

## Any duty imposed by these conditions:

- (1) is imposed on the promoter,
- (2) is imposed jointly and severally on each promoter, and
- (3) may be performed by any one promoter.

### 1 Value of individual prizes for multiple lottery permits

- (1) Type B multiple permit where total prizes during the period of the permit do not exceed \$50,000 any one prize cannot exceed \$250.
- (2) Type C multiple permit where total prizes during the period of the permit do not exceed \$100,000 any one prize cannot exceed \$1000.

### 2 Changes to the conduct of the lottery

- (1) For single lottery permits, the promoter must not change the method of conducting the lottery, including the rules, as particularised on or accompanying the application for this permit, unless the change is approved by the Office.
- (2) The promoter must not terminate the lottery before the advertised closing date, unless approved by the Office.
- (3) For single lottery permits, if a change is approved by the Office under condition 2(1) or 2(2), the promoter must make the change in accordance with any directions given by the Office.

### 3 Promoter to formulate lottery rules

REPLIES TO STRATA TITLE (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) Not applicable  
(b) – (c) No
19. No
20. No
- 21.- 22 Not applicable
23. No
24. Not applicable
25. To be provided at completion
26. Noted
- 27.- 28. Subject to contract
29. Noted

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
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 together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common 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. In respect of the property and the common property:
  - (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) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common 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) If there are any party walls, please 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.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**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.





FOLIO: 1/1237158

SEARCH DATE	TIME	EDITION NO	DATE
12/11/2018	9:55 AM	3	3/7/2018

LAND

LOT 1 IN DEPOSITED PLAN 1237158  
 AT WENTWORTHVILLE  
 LOCAL GOVERNMENT AREA CUMBERLAND  
 PARISH OF PROSPECT COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP1237158

FIRST SCHEDULE

UPG 5 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F127820 RIGHT OF WAY 4.265 WIDE AND VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 F127820 RIGHT OF WAY 4.265 WIDE AND VARIABLE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED, AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 F127820 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 F527564 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 6 W12019 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 7 DP647992 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 5137178 EASEMENT TO DRAIN WATER 1.5 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 5151980 EASEMENT TO DRAIN WATER 1.5 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1215247 EASEMENT FOR DRAINAGE OF WATER 4.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1215247 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 AN461006 MORTGAGE TO ALCEON FINANCE PTY LIMITED

NOTATIONS

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1237158

PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: PP SP96812.

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

180383

PRINTED ON 12/11/2018

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Registrar. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.





PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)


<p>Registered:  1.12.2017          Title System: TORRENS          Purpose: CONSOLIDATION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 24pt;"><b>DP1237158</b></p>																
<p><b>PLAN OF CONSOLIDATION OF LOTS 6-9 IN DP 264286, LOTS 1 IN DP 264287, LOT 29A IN DP 307785, LOT 2 IN DP 393797, LOT 1 IN DP 212306 AND LOT 3 IN DP 212307</b></p>	<p>LGA: CUMBERLAND          Locality: WENTWORTHVILLE          Parish: PROSPECT          County: CUMBERLAND</p>																
<p>Crown Lands NSW/Western Lands Office Approval</p> <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.</p> <p>Signature: .....          Date: .....          File Number: .....          Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ALEXANDER RICHARDSON          of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD.          P.O. Box 2572, NORTH PARRAMATTA 1750          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 7<sup>TH</sup> MARCH 2016</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p>																
<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....          Accreditation number: .....          Consent Authority: .....          Date of endorsement: .....          Subdivision Certificate number: .....          File number: .....</p> <p>*Strike through if inapplicable.</p>	<p>Signature:  ..... Dated: 9-09-2016          Surveyor ID: 8870          Datum Line: 'X'-'Y'          Type: *Urban/*Rural          The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.          *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>																
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used in the preparation of survey/compilation.</p> <table border="0"> <tr> <td>DP1219823</td> <td>DP1042468</td> <td>DP1123199</td> <td>DP830675</td> </tr> <tr> <td>DP264286</td> <td>DP264287</td> <td>DP212306</td> <td>DP212307</td> </tr> <tr> <td>DP393797</td> <td>DP816973</td> <td>DP370982</td> <td>DP647992</td> </tr> <tr> <td>DP1215247</td> <td></td> <td></td> <td></td> </tr> </table> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	DP1219823	DP1042468	DP1123199	DP830675	DP264286	DP264287	DP212306	DP212307	DP393797	DP816973	DP370982	DP647992	DP1215247			
DP1219823	DP1042468	DP1123199	DP830675														
DP264286	DP264287	DP212306	DP212307														
DP393797	DP816973	DP370982	DP647992														
DP1215247																	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 6290</p>																

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Office Use Only  
Registered:  1.12.2017

Office Use Only  
**DP1237158**

PLAN OF CONSOLIDATION OF LOTS 6-9 IN  
DP 264286, LOTS 1 IN DP 264287, LOT 29A IN  
DP 307785, LOT 2 IN DP 393797, LOT 1 IN  
DP 212306 AND LOT 3 IN DP 212307

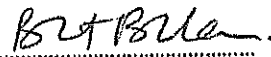
This sheet is for the provision of the following information as required:

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

Subdivision Certificate number: .....  
Date of Endorsement: .....

ADDRESS DETAILS FOR THE LOT ARE UNAVAILABLE

EXECUTED by )  
UPG 5 Pty Limited )  
ACN 168 989 768 )  
In accordance with s127 of )  
the Corporations Act 2001 )

  
Bhart Bhushan  
Sole Director/Secretary

If space is insufficient use additional annexure sheet


Surveyor's Reference: 6290

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Office Use Only  
Registered:  1.12.2017

Office Use Only  
**DP1237158**

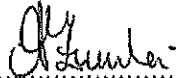
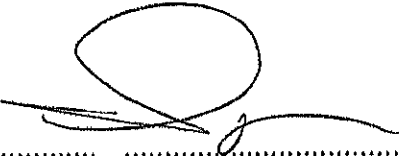
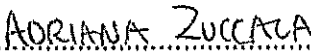
PLAN OF CONSOLIDATION OF LOTS 6-9 IN  
DP 264286, LOTS 1 IN DP 264287, LOT 29A IN  
DP 307785, LOT 2 IN DP 393797, LOT 1 IN  
DP 212306 AND LOT 3 IN DP 212307

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

Subdivision Certificate number: .....  
Date of Endorsement: .....

Consent of Mortgagee

EXECUTED by )  
Supra Capital Holdings Pty Ltd )  
ACN 616 401 471 )  
In accordance with s127 of )  
the Corporations Act 2001 )

 ..... )  
(Signature) (Signature)  
  
 ..... )  
(PRINT NAME) (PRINT NAME)  
DIRECTOR DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6290



R.P. 13

Site South 33

MEMORANDUM OF TRANSFER  
(REAL PROPERTY)

F127820



Fees -  
Lodgment ... 35.0  
Endorsement ...  
Certificate ... 10.0  
Plan ... 10.0  
Copies ... 3.0  
Total ... 30.0  
8.12.49



(Trusts must not be disclosed in the transfer.)

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

a If a less estate, strike out in fee simple and insert the required attestation.

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate for ... registered Vol. ... Where the consent of the local council is required for a subdivision of the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of TWO HUNDRED AND FIFTY POUNDS (£250.0.0) (the receipt whereof is hereby acknowledged) paid to me by

HOWLAND HENRY CARR of Wentworthville, Master Butcher, HENRY HAROLD PATSEY of Pancle Hill, Storekeeper, and GEORGE BENEST MAUNDSE of Wentworthville, Gentleman

(herein called transferees)

do hereby transfer to the said transferees as Joint Tenants

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	PROSPECT	PART	5862	250	Being Lot B on Plan marked "B" and annexed hereto.

And the transferees covenant with the transferor SUBJECT to the exceptions and reservations and to the covenants and conditions set out in the annexures hereto marked with the letters "B" and executed by the Transferor and Transferees.

PLAN REFILED IN PLAN ROOM AS F.P. 370982

ENCUMBRANCES, &c., REFERRED TO:

No. D 226858 Resumption in favour of the Minister for Public Works of an easement for drainages over the piece of land coloured blue on the plan endorsed on the said Certificate of Title

Signed at Parramatta the seventh day of December 1949

Signed in my presence by the transferor JAMES HOYLE ORMEROD WHO IS PERSONALLY KNOWN TO ME

James H. D. ... Transferor

Signed Accy to Notaries & Solicitors of Parramatta

Signed in my presence by the transferee HOWLAND HENRY CARR, HENRY HAROLD PATSEY WHO ARE PERSONALLY KNOWN TO ME

A. J. ... J.P. ARE  
H. H. ... Transferee.  
R. W. Carr

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

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

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

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

**F127820**  
 No. \_\_\_\_\_

LODGED BY \_\_\_\_\_

**F. W. EWART,**  
 SOLICITOR,  
 21 GEORGE STREET,  
 PARRAMATTA.

**CONSENT OF MORTGAGEE**

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_  
 who is personally known to me. \_\_\_\_\_  
 Mortgagee.

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

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

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

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

**FORM OF DECLARATION BY ATTESTING WITNESS**

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

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

INDEXED Checked	<b>MEMORANDUM OF TRANSFER</b> of _____ Acres _____ roods _____ perches.		<b>DOCUMENTS LODGED HEREWITH</b> To be filled in by person lodging dealing.	
	(Reserving Right of Way) Subject to Covenants		1. Statutory Declaration	Received _____ Docs. _____
Shire _____	Municipality _____	County _____	2. _____	3. _____
Parish _____	Transferee _____		4. _____	5. _____
			6. _____	7. _____

Particulars entered in Register Book, Vol. 5162 Fol. 250

the 20th day of February 1957.  
 at \_\_\_\_\_ minutes 12 o'clock in the noon.

*J. Hells*  
 Registrar-General.



LEAVE THESE SPACES FOR DEPARTMENTAL USE

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written ...		
Draft examined...		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
<b>VOL. 6331</b>	<b>FOL. 1</b>	

Consolidated with F127819  
 F127817  
 Vol. 5243 pp F127817

**EXECUTION OUTSIDE NEW SOUTH WALES**  
 If the parties be resident without the State, but in any other part of the British Dominions of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Consulate-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration) or other person as the said Chief Justice may appoint.  
 The fees are:— Upon Judgment (a) 15/-, if accompanied by the relevant title of the office of production thereof, (b) 2/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 1/- for each additional Certificate in favour of the Transfer, (b) 1/- to 10/- for each new Certificate of Title issued, (c) 5/- where the Transfer is a new covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way purporting to be made together with an easement or discharge of a mortgage is endorsed on the Transfer, (e) 2/6 where partial discharge of a mortgage or more than ten folios of engrossing are approved, in cases involving more than a simple Certificate.  
 Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



Municipality/Town of HOLROYD.

# Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 987.

COUNCIL CHAMBERS,

MERRYLANDS.

4th January, 19 49.

### APPLICANT

(Name) MR. R. HARRIS, HON. SECRETARY, WENTWORTHVILLE  
BOWLING CLUB.

(Address) 91 Old Windsor Road,  
WENTWORTHVILLE.

### OWNER

(Name) ORMEROD, J. H.,

(Address) 37 Garfield Street,  
WENTWORTHVILLE.

NEW ROAD (Particulars) nil.

SUBDIVISION (Particulars) Subdivision of the land in Certificate of Title,  
Vol. 5862 Fol. 250, into three parcels, Lot A having a frontage  
of 50'8 1/2" to Garfield Street and an area of 36 1/4 perches, Lot O  
having a frontage of 50'3 1/2" to Garfield Street and an area of  
1R. 2 1/2 P., and Lot B, being the residue of the land, and having a  
frontage of 14' to Garfield Street and an area of 1A, 2R, 30 1/2 P.,  
as per plan.

### CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above described (as described above) and more particularly set out in the accompanying plan being the Council's plan marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 987 of 4/1/49"

R. Adams  
Town Clerk.

npd

THIS is the annexure marked "B" referred to in the annexed Memorandum of Transfer from JAMES HOYLE ORMEROD to ROWLAND HENRY CARR, HENRY HAROLD PAUSEY AND GEORGE ERNEST MAUNDER.

SUBJECT to and excepting and always reserving unto the Transferor his Executors Administrators and assigns as appurtenant to Lots "A" and "C" shown on the said Plan FULL RIGHT AND LIBERTY for the Transferor his Executors Administrators and assigns as owner or owners for the time being of the said Lots "A" and "C" shown on the said plan and his and their Tenants and servants and all other persons authorised by him or them from time to time and at all times hereafter by day or by night and at his and their will and pleasure to pass and repass with or without horses and other animals carts carriages motor cars tractor engines and other vehicles laden or unladen along over and upon the strip of land edged red on the said plan and being 808 feet 8 inches in length on one side and 200 feet 11 inches in length on the other side and 11 feet in width to Garfield Street aforesaid and about 25 feet in width at the rear for all purposes whatsoever PROVIDED ALWAYS that the right of way hereby reserved to the Transferor his executors administrators and assigns may be used and enjoyed by the Transferees and any registered Proprietor of the land hereby transferred in common with the Transferor his executors administrators and assigns AND the Transferees so as to bind not only themselves respectively and their respective executors administrators and assigns but also the land hereby transferred and the successive Owners and Tenants thereof jointly and severally COVENANT with the Transferor his executors administrators and assigns

- (a) THAT the Transferees and any registered proprietor for the time being of the land hereby transferred shall not at any time hereafter use or permit or allow to be used the said land or any part thereof for any purpose whatsoever other than for the erection thereon of a Bowling and Recreation Club buildings and of the construction of Bowling Greens to be used in connection with such Bowling and Recreation Club.
- (b) THAT the Transferees or any registered proprietor or proprietors for the time being of the land hereby transferred shall not at any time hereafter erect or cause to be erected upon the land hereby transferred any Sanitary Convenience within a distance of forty feet of the Western or Rear boundaries of the said Lots A & C shown on the said plan.
- (c) THAT the Transferees or any registered proprietor or proprietors for the time being of the land hereby transferred shall construct grade and drain the strip of land edged red on the said plan and shall at all times hereafter keep the same in good and sufficient repair order and condition and properly drained so as to prevent the surface waters thereof from flowing into or upon the lands comprised in Lots A & C shown on the said plan.
- (d) THAT the Transferees or any registered proprietor or proprietors for the time being of the land hereby transferred shall at all times hereafter bear the expense of keeping the said strip of land edged red on the said plan in good and sufficient repair for the purposes aforesaid.

AND for the purposes of Section 88 of the Conveyancing Act 1919 - 1943 it is hereby agreed and declared that:-

- (a) THE land to which the foregoing Covenants are intended to be appurtenant is the land comprised in Lots A&C shown on the said plan.
- (b) The land which is to be subject to the burden of the said Covenants is the land hereby transferred.
- (c) The above covenants may be released varied or modified by the Transferor his executors administrators or assigns.

SIGNED at *Panama* this seventh day of December 1949

SIGNED in my presence by the Transferor who is personally known to me  
*Edward Carr to Rowland Ormerod*  
*of Panama solicitor*  
SIGNED in my presence by ROWLAND HENRY CARR, HENRY HAROLD PAUSEY and GEORGE ERNEST MAUNDER who are personally known to me  
*R. J. Snow J.P.*

*James H. Ormerod*  
*H. Pausey*  
*G. Ernerst Maunder*  
*H. Carr*



"O"

THIS is the annexure marked "O" referred to in the annexed Memorandum of Transfer from JAMES HOYLE ORMEROD to ROWLAND HENRY CARR, HENRY HAROLD FAUSEY and GEORGE ERENST MAUNDER

And the Transferees for themselves and their assigns for the benefit of the adjoining land being Lots A and C shown on the said Plan but only during the ownership thereof by the Transferor his executors administrators and assigns other than Purchasers on sale HEREBY covenant with the Transferor his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND for the purposes of Section 88 of the Conveyancing Act 1919 it is hereby agreed and declared that:-

- (a) The land to which the benefit of the above covenant is intended to be appurtenant is the said Lots A and C adjoining the land hereby transferred
- (b) The land which is to be subject to the burden of the above covenant is the land hereby transferred
- (c) The above covenant may be released varied or modified with the consent of the Transferor his executors administrators or assigns

SIGNED at Parramatta this Seventh day of December 1949

SIGNED in my presence by the Transferor) who is personally known to me:

*James H. Ormerod*

*Arthur Raymond Spivack*  
of Parramatta Solicitors

SIGNED in my presence by ROWLAND HENRY CARR HENRY HAROLD FAUSEY and GEORGE ERNEST MAUNDER who are personally known to me:

*Rowland H. Causey*  
*George Ernest Maunder*

*A. J. ... J.P.*

9/

45766  
Gross

REGISTRATION NO. 27564  
New South Wales



# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1919)



**FREDERICK MAJOR LAMBERT** of Wentworthville, Retired School Teacher

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however to such encumbrances, liens and interests as are notified hereunder, in consideration of **THREE HUNDRED AND FIFTY POUNDS**

(£350.0.0) (the receipt whereof is hereby acknowledged) paid to me by

**ROWLAND HENRY CARR** of Wentworthville, Master Butcher **HENRY HAROLD PABSEY** of Pendle Hill, Storekeeper and **GEORGE ERNEST MAUNDER** of Wentworthville, Gentleman,

(herein called transferee(s))

do hereby transfer to the said transferee(s) as Joint Tenants, All such my Estate and interest in All the land mentioned in the schedule following:—

Lot	Part	Reference to Title (c)			Description of Land (d)
		Whole or Part	Vol.	Fol.	
270	PROSPECT	PART	6881	9	Being Lot 270 on plan marked 447 and annexed hereto.

And the transferee(s) covenants with the transferor for the benefit of the adjoining land being Lot 270 on the said plan but only during the ownership thereof by the Transferor his executors administrators and assigns other than Purchasers on sale covenants with the transferor his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns; but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the transferee(s) of their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

### ENCUMBRANCES, &c. REFERRED TO:

PLAN APPROVED BY PLANNING AUTHORITY  
**374739**

Signed at Parramatta the 15th day of August 1951.

Signed in my presence by the transferor  
**FREDERICK MAJOR LAMBERT**  
WHO IS PERSONALLY KNOWN TO ME

*F.M. Lambert*  
Transferor

Signed in my presence by the transferee(s)  
**ROWLAND HENRY CARR, HENRY HAROLD PABSEY AND GEORGE ERNEST MAUNDER**  
WHO ARE PERSONALLY KNOWN TO ME

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

*R. H. Pabsey*  
*G. E. Maunder*  
Transferee(s)

1. This instrument must not be registered in the name of a minor or a person who is not sui juris.

2. If the instrument is made by two or more persons, it must be signed by all of them, or by one of them in the presence of the others, and in the presence of a witness.

3. If the instrument is made by a person who is not sui juris, it must be signed by him, or by one of his legal representatives, in the presence of a witness.

4. If the instrument is made by a person who is not sui juris, it must be signed by him, or by one of his legal representatives, in the presence of a witness, and the instrument must be attested by the witness.

5. If the instrument is made by a person who is not sui juris, it must be signed by him, or by one of his legal representatives, in the presence of a witness, and the instrument must be attested by the witness, and the instrument must be attested by the witness.

6. If the instrument is made by a person who is not sui juris, it must be signed by him, or by one of his legal representatives, in the presence of a witness, and the instrument must be attested by the witness, and the instrument must be attested by the witness.

7. If the instrument is made by a person who is not sui juris, it must be signed by him, or by one of his legal representatives, in the presence of a witness, and the instrument must be attested by the witness, and the instrument must be attested by the witness.

8. If the instrument is made by a person who is not sui juris, it must be signed by him, or by one of his legal representatives, in the presence of a witness, and the instrument must be attested by the witness, and the instrument must be attested by the witness.

9. If the instrument is made by a person who is not sui juris, it must be signed by him, or by one of his legal representatives, in the presence of a witness, and the instrument must be attested by the witness, and the instrument must be attested by the witness.



ORIGINAL

*PC 7564*

Municipality/Shire of HOLROYD,

# Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 1222

COUNCIL CHAMBERS,

MERRYLANDS.

23rd April, 1951.

## APPLICANT

(Name) JUNES, G. D.  
(Surname First)

(Address) 266A PACIFIC HIGHWAY,  
GROWS NEST,

## OWNER

(Name) F. H. LAMBERT,

(Address) 45 GARFIELD STREET,  
MENTWORTHVILLE.

NEW ROAD (Particulars) Nil.

SUBDIVISION (Particulars) Subdivision of Lot 27F in transfer F132167 into  
two parcels, Lot 27G, having a frontage of <sup>112 ft</sup> ~~112 ft~~ to Garfield St.  
and an area of 3roods 18perches, and Lot 27H, being the residue  
with an area of 1acre 2roods 22perches, on condition that Lot 27H  
is consolidated with and not alienated separately from Lot B in  
plan in transfer F127820, as per plan.

## CERTIFICATE

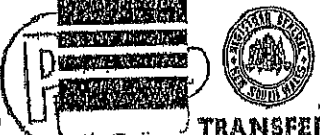
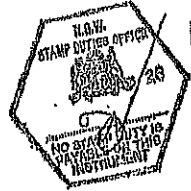
I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed subdivision above described and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 1222 of 23/4/51".

*P. J. ...*  
Town/Shire Clerk



RP 13A

STAMP DUTY



**TRANSFER**  
 (INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900  
 (See Instructions for Completion on back of form)

W012019  
 A S C X  
 53 C

DESCRIPTION OF LAND  
 Note (a)

LAND being transferred		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 6462 Folio 10	Part being Lots 11, 12, 20, 21, 22 & 23 in D.P. 264286	at Wentworthville
Volume 7393 Folio 40	Part being Lots 5 & 6 in D.P. 264287	

ENCUMBRANCES PANEL  
 Note (b)  
 This panel also to be completed for easements by transferor

Servient Tenement (Land burdened by easements)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Vol. 6462 Fol. 10 part being Lots 6, 7, 8 & 9 in D.P. 264286	Vol. 7393 Fol. 40 part being Lot 1 in D.P. 264287	Vol. 6462 Fol. 10 part being Lots 20, 21, 22 & 23 in D.P. 264286	Vol. 7393 Fol. 40 part being Lot 6 in D.P. 264287

TRANSFEROR  
 Note (c)

**THE WENTWORTHVILLE BOWLING AND RECREATION CLUB LIMITED**

Note (d)

(the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$410,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE  
 Note (e)

**THE COMMISSIONER FOR MAIN ROADS** of 309 Castlereagh Street, Sydney

TENANCY  
 Note (e)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES  
 Note (f)

subject to the following PRIOR ENCUMBRANCES

Note (g)

AND the TRANSFEROR:-  
 (i) GRANTS/RESERVED or easement or other right or privilege over the land  
 (ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

AND the TRANSFEROR COVENANTS with the TRANSFEREE as set out in SCHEDULE THREE hereto

EXECUTION  
 Note (h)

DATED BY TRANSFEROR 11th Dec 1985  
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the Transferor who is personally known to me  
**THE COMMON SEAL OF THE WENTWORTHVILLE BOWLING AND RECREATION CLUB LIMITED** was hereunto affixed by the authority of the Board and in the presence of



Name of Witness (BLOCK LETTERS) M. M. ... Secretary

Note (i)

SIGNED BY **ALAN STUART TOBIN** Legal Officer  
 Department of Main Roads in the presence of Alan Wall Secretary of Main Roads

S. M. Hall 309 Castlereagh St.  
 Name of Witness (BLOCK LETTERS)  
Judith ...  
 Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY  
 Notes (j) and (k)

LODGED BY		LOCATION OF DOCUMENTS	
ST	OTHER	ST	OTHER
DEPARTMENT OF MAIN ROADS 309 Castlereagh Street, SYDNEY, N.S.W. 2000 D.X. 13 SYDNEY Phone: 219 6697 Faxes: 1 205.1722 HG/PCM Delivery Box Number 556X			Herewith In R.P.C. with Produced by
Extra Fee	Checked by ZB12 GHR22 EPH	REGISTRATION 26-11-85 Registrar General	15423 189-40 7312 TO 15423 7569 WCT 659M

OFFICE USE ONLY

\$129.74

BACK

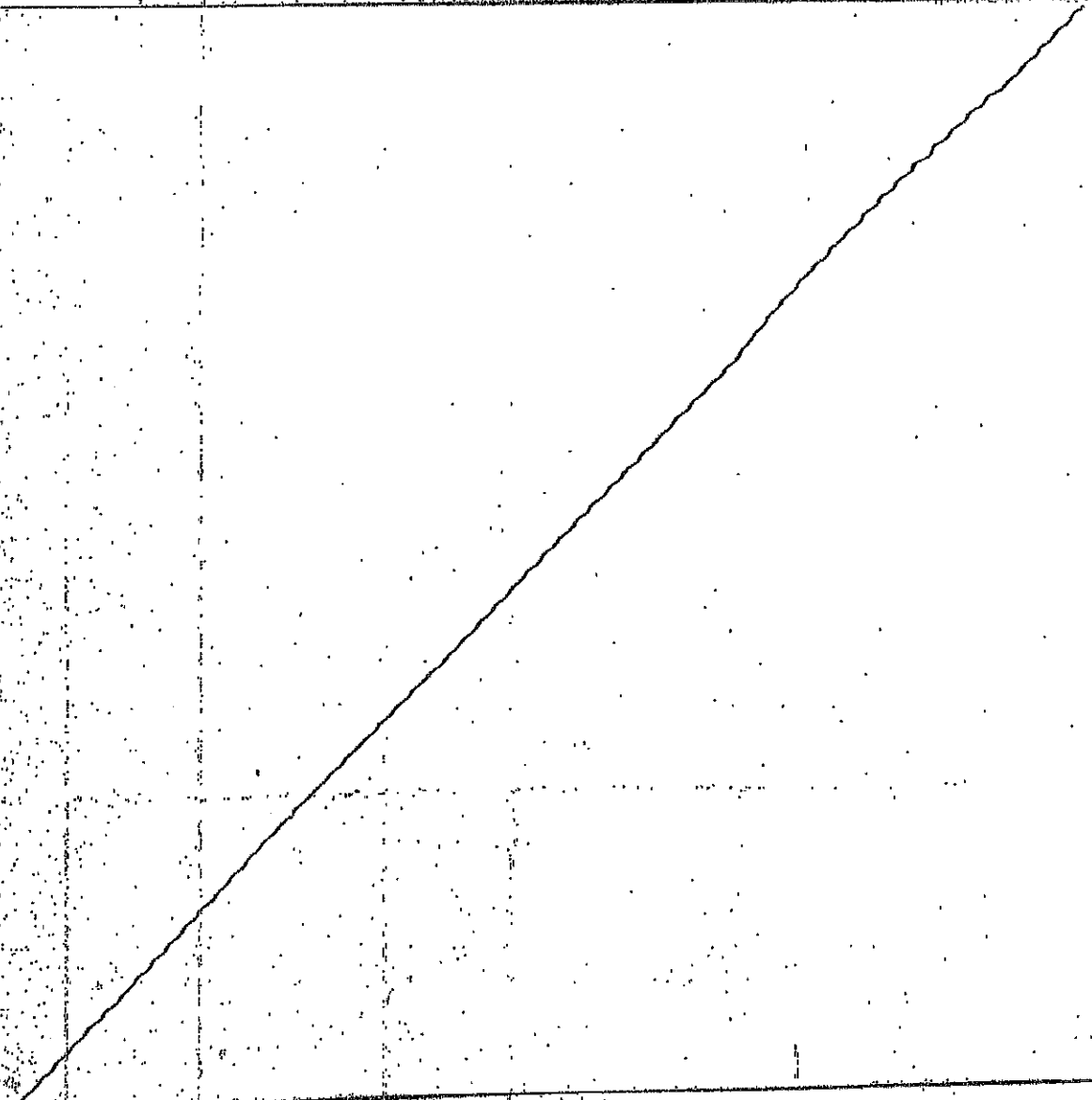
new lot to Delivery 659M

HP 18A

SCHEDULE ONE HEREBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)



SCHEDULE TWO HEREBEFORE REFERRED TO

The Transferor hereby covenants with

AND THE TRANSFEROR COVENANTS WITH THE TRANSFEREE and with the Council of the Municipality of Holroyd for the benefit of the dominant tenement and so as to bind and burden the servient tenement in the manner set forth in the Memorandum filed in the Registrar General's Office as Number R706112 which provisions are deemed to be incorporated herein.

Notes (m) and (n)  
Also complete tenements plan on front of form

*[Handwritten signature]*

*[Handwritten signature]*



RP 13A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land.
  - (i) **TOWNERS TITLE REFERENCE**—insert the current folio identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g. 128/12345 or Vol. 1234 56, 123.
  - (ii) **PART/WHOLE**—if part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 27 and 27AA of the Land Transfer Act, 1919.
  - (iii) **LOCATION**—insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Chifley. If the locality is not shown, insert the Parish and County, e.g. No. 12345 Co. Ross.
- (b) Tenement panel.—insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g. 123/12345 or Vol. 1234 56, 123. This panel is also to be completed for covenants by the transferor.
- (c) Show the full name, address and occupation or description.
- (d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the content of the mortgage, charge or lease is furnished) and of any writ recorded in the Register.
- (g) Delete whichever words are inappropriate.
- (h) **EXECUTION.**
  - GENERALLY** (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
  - (ii) The certificate of execution under the Real Property Act, 1919 must be signed by all parties to the transfer and carry to ensure the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The collector for the transferor may also be certified as a witness on behalf of the transferor, the collector's name (not that of his firm), to be legible, to be printed adjacent to his signature.
  - (iii) Any person acting as a witness or being a party to the dealing must be at least 17 years of age at the time of execution.
  - ATTORNEY** (iv) If the transfer is executed by an attorney for the transferor/transferors pursuant to a registered power of attorney, the form of acceptance must set out the full name of the attorney and the form of consent must indicate the source of his authority, e.g. "As by his attorney for purchaser or delegate, as the case may be, XY pursuant to power of attorney registered book No. Z, and I declare that I have no notice of the revocation of the said power of attorney".
  - AUTHORITY** (v) If the transfer is executed pursuant to an authority other than specified in (iv) the form of execution must indicate the authority, in full or other authority pursuant to which the transfer has been executed.
  - CORPORATION** (vi) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g. director, secretary) in the corporation.
- (i) Insert the name, postal address, Desmond Exchange reference, telephone number and delivery box number of the lodging party.
- (j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title, List, in an abbreviated form, other documents lodged, e.g. stat. dec. for statutory declaration, probate, L/A for letters of administration, etc.
- (k) State the nature of the easement (see, e.g. section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 27 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenants by the transferor (which must comply with section 28 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 28 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS			
No. OF NAMES:					
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E)	NAME AND DESCRIPTION
6462-10		5			THE COMMISSIONER FOR MAIN ROADS as to date 20, 21, 22 & 23 (proprietor/transferor) sent to H & R 12 in DP 264286. My part W12019. THE COMMISSIONER FOR MAIN ROADS as to date 24, 25 & 26 (proprietor/transferor) sent to H & R 12 in DP 264287.
7393-11B		5			
SECOND SCHEDULE & OTHER DIRECTIONS					
(F) FOLIO IDENTIFIER (or REG. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) MOTIVE TYPE	(I) DEALING NUMBER	(J)	DETAILS
6462-10	ON	CV	W12019		affecting lots 6, 7, 8 & 9 in DP 264286
7393-11C	ON	CV	W12019		affecting lot 1 in DP 264287.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 1 sheet)

**DP 647992**

PART 1

Plan: 5462

Easement to drain water <sup>1.5</sup> ~~1.25~~ wide *Ena* *JM*

Full name and address of  
Proprietor of the land

Wentworthville Bowling and Recreation Club Ltd, ACN000913468  
being a company duly incorporated in New South  
Wales, and having its registered office at Garfield  
Street, Wentworthville.

*Ena* *JM* ENA JOY HUTSON MAUNDER of 45 Cook Street Forestville

1. Identity of easement firstly referred  
to in abovementioned plan.

Easement to drain water  
1.5 wide

Schedule of lots etc. affected.

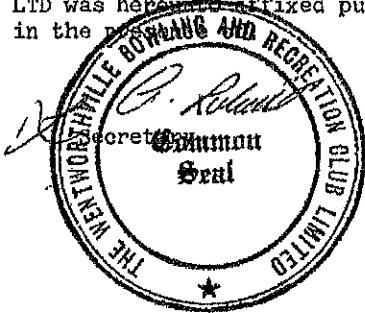
Lots burdened

1 in D.P.212306,  
3 in D.P.212307  
1 in D.P.264287  
8 in D.P.264286

Lots benefited

~~27A in D.P.350630,~~ LOTS 101-103 IN  
~~27L in D.P.380847,~~ DP 830675  
~~73 in D.P.8202~~

THE COMMON SEAL of WENTWORTHVILLE BOWLING AND RECREATION CLUB )  
LTD was hereto affixed pursuant to a resolution of directors )  
in the presence of



GENERAL MANAGER HOLROYD CITY COUNCIL

Signed in my presence by Ena Joy Hutson Maunder  
who is personally known to me:

*Ena*  
.....  
Registered Proprietor

*Leanne*  
Leanne Gay Meyer  
9 George Street, Parramatta  
Law Clerk

*Ena*  
*Ena*

REGISTERED 1.7.1993

97-01TG LTO Licence Number  
10V/0170/95

# TRANSFER GRANTING EASEMENT

Real Property Act 1900

## 5137178 P



Office of State

(A) **LAND**  
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
3 / 212307	4 / 212307

(B) **LODGED BY**

L.T.O. Box 1073P	Name, Address or DX and Telephone CONSTANTINE G PAVLIS & CO Solicitors DX 1071 SYDNEY TEL: 9181-2304 REFERENCE (max. 15 characters): P: CGP:AE/8418	<b>TG</b>
---------------------	---	-----------

(C) **TRANSFEROR**  
(Registered Proprietor of servient tenement)

ENA JOY HUTSON MAUNDER

(D) acknowledges receipt of the consideration of

(E) and TRANSFERS and GRANTS AN "EASEMENT TO DRAIN WATER 1.5 WIDE" OVER THAT PART OF THE LAND BURDENED SHOWN AS "E" IN DP 647992

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) **TRANSFEREE**  
(Registered Proprietor of dominant tenement)

ANTHONY ROBERT ROVETO, CONCETINA ROVETO,  
TONY DAHER, SAM DAHER AND TOM DAHER

(G) subject to the following ENCUMBRANCES 1. 2. 3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 19-7-98

Signed in my presence by the Transferor who is personally known to me.

*J. Ferguson*  
Signature of Witness

Joyce FERGUSON  
Name of Witness (BLOCK LETTERS)

58/45 Cook St. Forestville  
Address of Witness

*E. Maunder*  
Signature of Transferor

Signed in my presence by the Transferee who is personally known to me.

*Paul Smith JP.*  
Signature of Witness

PAUL SMITH  
Name of Witness (BLOCK LETTERS)

100 CUMBERLAND RD GREYSTONES  
Address of Witness

*T. Daher*  
Signature of Transferee

0495LTO

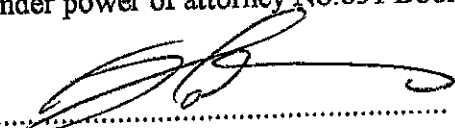
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

REFER TO ANNEXURE 'A' ATTACHED FOR CONSENT OF MORTGAGEE.

Annexure A for the Transfer Granting Easement dated 17/7/98

Westpac Banking Corporation ARBN 007 457 141  
By its attorney *Frederick Alan Holmes*  
under power of attorney No.831 Book 4059

  
.....  
Supervisor, NSW Service Centre

  
.....  
Witness  
**MICHAEL LE**

**BANK OFFICER  
NSW SERVICE CENTRE  
1 KING STREET  
CONCORD WEST NSW**





# TRANSFER GRANTING EASEMENT

## 5151980 N

Real Property Act 1900



Office of State R

97-01TG LTO Licence Number  
10V/0170/95

(A) LAND  
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
1 / 264287 <sup>p</sup>	4 / 212307 <sup>c</sup>

(B) LODGED BY

L.T.O. Box 1073P	Name, Address or DX and Telephone CONSTANTINE G PAVLIS & CO Solicitors DX 1071 SYDNEY TEL: 9181-2304 REFERENCE (max. 15 characters): <sup>p</sup> CGP:AE/8418	TG
---------------------	---	----

(C) TRANSFEROR  
(Registered Proprietor of servient tenement)

THE WENTWORTHVILLE BOWLING AND RECREATION CLUB LIMITED

(D) acknowledges receipt of the consideration of .....

(E) and TRANSFERS and GRANTS AN "EASEMENT TO DRAIN WATER 1.5 WIDE" OVER THAT PART OF THE LAND BURDENED SHOWN AS "E" IN DP 647992 out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) TRANSFEREE  
(Registered Proprietor of dominant tenement)

ANTHONY ROBERT ROVETO, CONCETINA ROVETO, TONY DAHER, SAM DAHER AND TOM DAHER

(G) subject to the following ENCUMBRANCES 1. .... 2. .... 3. ....

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 17-7-98

Signed in my presence by the Transferor who is personally known to me.

*[Signature]*  
Name of Witness (BLOCK LETTERS) HIKEN JAMES HUGHES  
Address of Witness 24 NORTH COTT ST WENTWORTHVILLE 2145



*[Signature]*  
Signature of Transferor  
THIS IS THE COMMON SEAL OF THE WENTWORTHVILLE BOWLING AND RECREATION CLUB LTD

Signed in my presence by the Transferee who is personally known to me.

*[Signature]*  
Signature of Witness  
Name of Witness (BLOCK LETTERS) PAUL SMITH

*[Signature]*  
Signature of Transferee

Address of Witness 100 CUMBERLAND RD, BEECHDALE

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

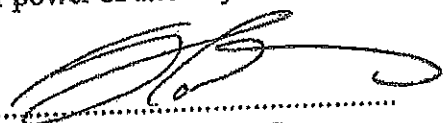
CHECKED BY (Office use only)

REFER TO ANNEXURE 'A' ATTACHED FOR CONSENT OF MORTGAGEE. <sup>CP Prod</sup> IW A.J. Hughes

0495LTO

Annexure A for the Transfer Granting Easement dated 17/7/98

Westpac Banking Corporation ARBN 007 457 141  
By its attorney *Frederick Alan Holmes*  
under power of attorney No.831 Book 4059



.....  
Supervisor, NSW Service Centre

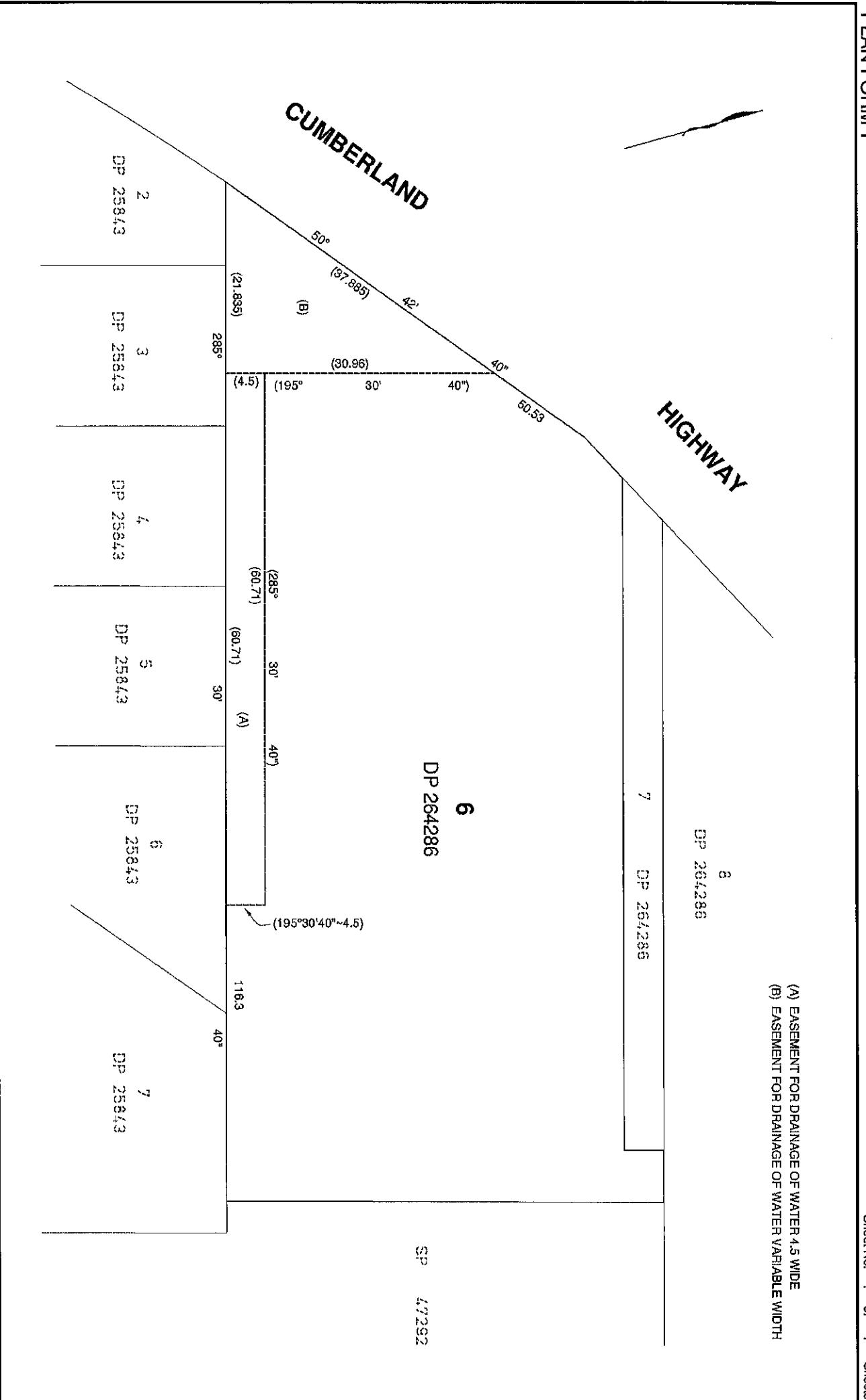


.....  
Witness

**MICHAEL LE**

**BANK OFFICER  
NSW SERVICE CENTRE  
1 KING STREET  
CONCORD WEST NSW**





(A) EASEMENT FOR DRAINAGE OF WATER 4.5 WIDE  
 (B) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH

Surveyor: VICTORIA TESTER  
 Date of Survey: 06-10-2015  
 Surveyor's Ref: 6289

PLAN OF EASEMENTS WITHIN LOT 6 IN DP 264286

L.G.A. HOLROYD  
 Locality: WENTWORTHVILLE  
 Subdivision No: \_\_\_\_\_  
 Lengths are in metres. Reduction Ratio 1:400

Registered  
 5.2.2016

DP 1215247

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													

SP 47292



PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheets

Registered:  5.2.2016 Title System: TORRENS Purpose: EASEMENT	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1215247</div>
<b>PLAN OF EASEMENTS WITHIN LOT 6                  IN DP264286</b>	LGA: HOLROYD Locality: WENTWORTHVILLE Parish: PROSPECT County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD. 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 2012</i> , is accurate and the survey was completed on ..... *(b) The part of the land shown in the plan ( <del>*being*</del> <sup>^</sup> .....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  ..... Dated: 06-10-2015 Surveyor ID: 8514 Datum Line: Type: *Urban/*Rural The terrain is <del>*Level Undulating / *Steep Mountaineous.</del> *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, ..... *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: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: ..... *Strike through if inapplicable.	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Plans used in the preparation of survey/compilation. DP 264286 If space is insufficient continue on PLAN FORM 6A Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 6289


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  5.2.2016 Office Use Only

Office Use Only  
**DP1215247**

PLAN OF EASEMENTS WITHIN LOT 6  
IN DP 264286

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

Subdivision Certificate number: .....

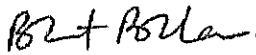
Date of Endorsement: .....

'STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE'

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

1. EASEMENT FOR DRAINAGE OF WATER 4.5 WIDE (A)
2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (B)

EXECUTED by )  
 UPG 5 Pty Limited )  
 ACN 168 989 768 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

  
 .....  
**Bhart Bhushan**  
 Sole Director/Secretary


Surveyor's Reference: 6289

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Registered:  5.2.2016 Office Use Only	Office Use Only <b>DP1215247</b>
<b>PLAN OF EASEMENTS WITHIN LOT 6 IN DP 264286</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: ..... Date of Endorsement: .....	

Consent of Mortgagee

The Trust Company (PTAL) Limited ACN 008 412 913  
by its Attorney pursuant to Power of Attorney dated  
18 September 2014 Registered No. 134 Book 4676  
Who states that he/she has received no notice of  
revocation of the Power of Attorney.

Attorney Name: John Newby  
Position: Head of Custody



Witnessed By

  
RACHEL CHAN

L12, 123 PITT ST  
SYDNEY

Surveyor's Reference: 6289

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

Lengths are in metres

(Sheet 1 of 3 sheets)

Plan: **DP1215247**

Plan of Easements within Lot 6 in DP 264286

Full name and address of the  
owner of the land:

UPG 5 Pty Limited  
137 Gilba Road  
GIRRAWEE NSW 2145

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant 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 4.5 wide (A)	6/264286	6/25843 & 7/25843
2	Easement for Drainage of Water Variable Width (B)	6/264286	6/25843 & 7/25843



.....  
Bhart Bhushan



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

Lengths are in metres

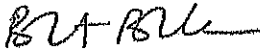
(Sheet 2 of 3 sheets)

Plan: **DP1215247**

Plan of Easements within Lot 6 in DP 264286

**PART 2**

EXECUTED by  
UPG 5 Pty Limited  
ACN 168 989 768  
In accordance with s127 of  
the Corporations Act 2001

  
.....  
Bhart Bhushan  
Sole Director/Secretary

  
.....  
Bhart Bhushan

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

Lengths are in metres

(Sheet 3 of 3 sheets)

Plan: **DP1215247**

Plan of easements within lot 6 in DP 264286

**PART 2**

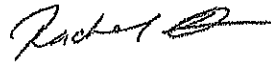
**Consent of Mortgagee**

The Trust Company (PTAL) Limited ACN 008 412 913  
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18 September 2014 Registered No. 134 Book 4676  
Who states that he/she has received no notice of  
revocation of the Power of Attorney.

Attorney Name: John Newby  
Position: Head of Custody



Witnessed By

  
RACHEL CHAN  
L12, 123 PITT ST  
SYDNEY

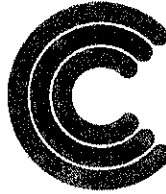
REGISTERED



5.2.2016

OUR REFERENCE  
CONTACT  
TELEPHONE

OLC2-03  
STRATEGIC PLANNING  
02 8757 9000



CUMBERLAND  
COUNCIL

Info Track  
DX 578  
SYDNEY NSW 2001

Certificate No: 6290/2018  
Date: 12/11/2018  
Applicant Reference: 180383  
Receipt Number: 2027329

## PLANNING CERTIFICATE

Issued under Section 10.7 (2) of the  
*Environmental Planning and Assessment Act 1979*

---

### PROPERTY DETAILS

**Property:** 31 Garfield Street WENTWORTHVILLE NSW 2145  
**Legal Description:** Lot: 1 DP: 1237158  
**Parcel No:** 51528

**Owner(s) Name (as recorded by Council):**

UPG 5 Pty Ltd  
PO Box 270  
WENTWORTHVILLE NSW 2145


In accordance with the requirements of Section 10.7(2) of the Environmental Planning and Assessment Act, 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

Note: The information contained in Planning Certificates issued for a lot within Strata-Titled development relates to the land the development is situated on.

---

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 F 02 9840 9734 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au  
ABN 22 798 563 329

Welcome *Belong* Succeed



## **INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT**

As at the date of this Certificate the subjectland is land to which an Environmental Planning Instrument applies. Details are set out as follows:-

### **1. RELEVANT PLANNING INSTRUMENTS AND DCPS APPLYING TO THE LAND**

#### **State Environmental Planning Policies (SEPPs):**

State Environmental Planning Policy No. 19 - Bushland in Urban Areas  
State Environmental Planning Policy No. 21 - Caravan Parks  
State Environmental Planning Policy No. 33 - Hazardous & Offensive Development  
State Environmental Planning Policy No. 55 - Remediation of Land  
State Environmental Planning Policy No. 64 - Advertising & Signage  
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Affordable Rental Housing) 2009

#### **Deemed Statement Environmental Planning Policies**

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)  
SYDNEY REGIONAL ENVIRONMENTAL PLAN (SYDNEY HARBOUR CATCHMENT) 2005 - 28/09/2005

#### **Proposed State Environmental Planning Policies (SEPPs)**

No proposed SEPPs apply to the land.

#### **Local Environmental Plans**

Holroyd Local Environmental Plan 2013

#### **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to the land.

#### **Development Control Plans**

Holroyd Development Control Plan 2013

### **2. Zoning and land uses under relevant LEPs:**

1. ZONE

R4 High Density Residential

2. DEVELOPMENT PERMITTED WITHOUT CONSENT

Home occupations.

3. DEVELOPMENT PERMITTED ONLY WITH CONSENT

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Environmental protection works; Exhibition homes; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop-top housing.

#### 4. PROHIBITED DEVELOPMENT

Any other development not specified in item 2 or 3.

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed  
NO

Whether the land includes or comprises critical habitat  
NO

Whether the land is in a conservation area (however described)  
NO

Whether an item of environmental heritage (however described) is situated on the land  
NO

### 3. Complying Development under SEPP (Exempt and Complying Development Codes) 2008

#### **General Housing Code**

The extent to which complying development may or may not be carried out on this land under the General Housing Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land

#### **Rural Housing Code**

The extent to which complying development may or may not be carried out on this land under the Rural Housing Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land

#### **Commercial and Industrial (New Buildings and Additions) Code**

The extent to which complying development may or may not be carried out on this land under the Commercial and Industrial (New Buildings and Additions) Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

**Housing Alterations Code**

The extent to which complying development may or may not be carried out on this land under the Housing Alterations Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

**General Development Code**

The extent to which complying development may or may not be carried out on this land under the General Development Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

**Commercial and Industrial Alterations Code**

The extent to which complying development may or may not be carried out on this land under the Commercial and Industrial Alterations Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

**Subdivisions Code**

The extent to which complying development may or may not be carried out on this land under the Subdivisions Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

**Demolition Code**

The extent to which complying development may or may not be carried out on this land under the Demolition Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

**Fire Safety Code**

The extent to which complying development may or may not be carried out on this land under the Fire Safety Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

**4. Coastal Protection**

Whether or not the land is affected by the operation of Section 38 or 39 of the *Coastal Protection Act 1979* but only to the extent that the Council has been so notified by the Department of Services Technology & Administration :

NO

**5. Mine Subsidence** NO  
 Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*:

**6. Road widening & road realignment**  
 Whether or not the land is affected by any road widening or road realignment under:

Division 2 of Part 3 of the Roads Act 1992	NO
Any Environmental Planning Instrument	NO
Any resolution of Council	NO

**7. Council and other Public Authority policies on hazard risk restrictions**  
 Whether or not the land is affected by a policy adopted by the Council or adopted by any other public authority and notified to the Council, which restricts the development of the land because of the likelihood of:

Bush fire:	NO
Tidal Inundation:	NO
Subsidence:	NO
Acid Sulfate Soils:	NO

Any other risk (other than flooding): Council has adopted a policy on contaminated land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State Legislation is warranted. Further information in relation to the land is contained in s10.7 (5).

**7A. Flood related development controls** NO  
 Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls:

Whether or not development on the land or part of the land for any other purposes is subject to flood related development controls: NO

**8. Land reserved for acquisition** NO  
 Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in item 1 makes provision in relation to the acquisition of the land by a public authority as referred to in section 3.15 of the *Environmental Planning & Assessment Act 1979*:

**9. Contributions Plans applying to the land**  
 Holroyd Section 7.11 Development Contributions Plan 2013

**9A. Biodiversity certified land**  
 NOT APPLICABLE

**10. Biobanking Agreements**

NOT APPLICABLE

**11. Bush fire prone land**

The land is NOT bush fire prone land as defined in the *Environmental Planning & Assessment Act 1979*.

**12. Property Vegetation Plans**

NOT APPLICABLE

**13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the Council has been notified of the order): NO

**14. Directions under Part 3A**

NOT APPLICABLE

**15. Site Compatibility Certificates and conditions for seniors housing**

There is no current Site Compatibility Certificate (of which Council is aware), issued under clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land.

There are no terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

**16. Site Compatibility Certificates for infrastructure**

There is no valid Site Compatibility Certificate (of which Council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land.

**17. Site Compatibility Certificates and conditions for affordable rental housing**

There is no current Site Compatibility Certificate (Affordable Rental Housing), of which the Council is aware, in respect of proposed development on the land.

There are no terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

**18. Matters arising under Section 59(2) of the Contaminated Land Management Act 1997**

No matters apply to the land to which the certificate relates.

**19. Site Verification Certificates**

Whether there is a current site verification certificate, of which the council is aware, in respect of the land: NO



**20. Loose-fill asbestos insulation**

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Council is not aware of the land being affected.

**21. Affected building notices and building product rectification orders**

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

(3) In this clause:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 .

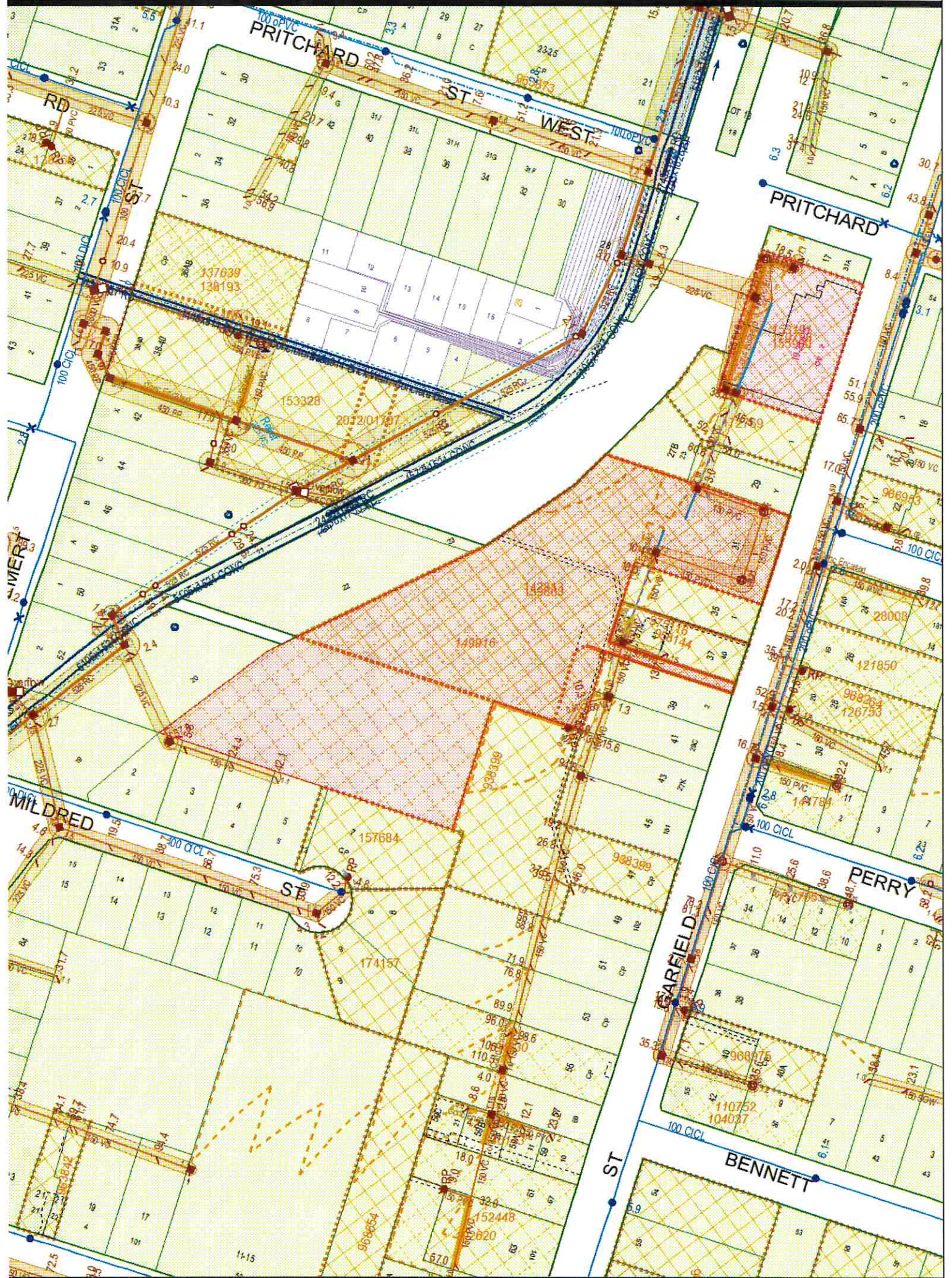
Building product rectification order has the same meaning as in the Building Products(Safety) Act 2017

Council is not aware of the land being affected.

*Monica Cologna*

**HAMISH McNULTY  
GENERAL MANAGER**

**Per: Monica Cologna  
Manager – Strategic Planning - Planning**



**Disclaimer** The information on this print shows if we provide any water, wastewater or storm 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.



# SEWERAGE SERVICE DIAGRAM

Municipality of *Holroyd*

No. 523671

*ORDER ID*

## SYMBOLS AND ABBREVIATIONS

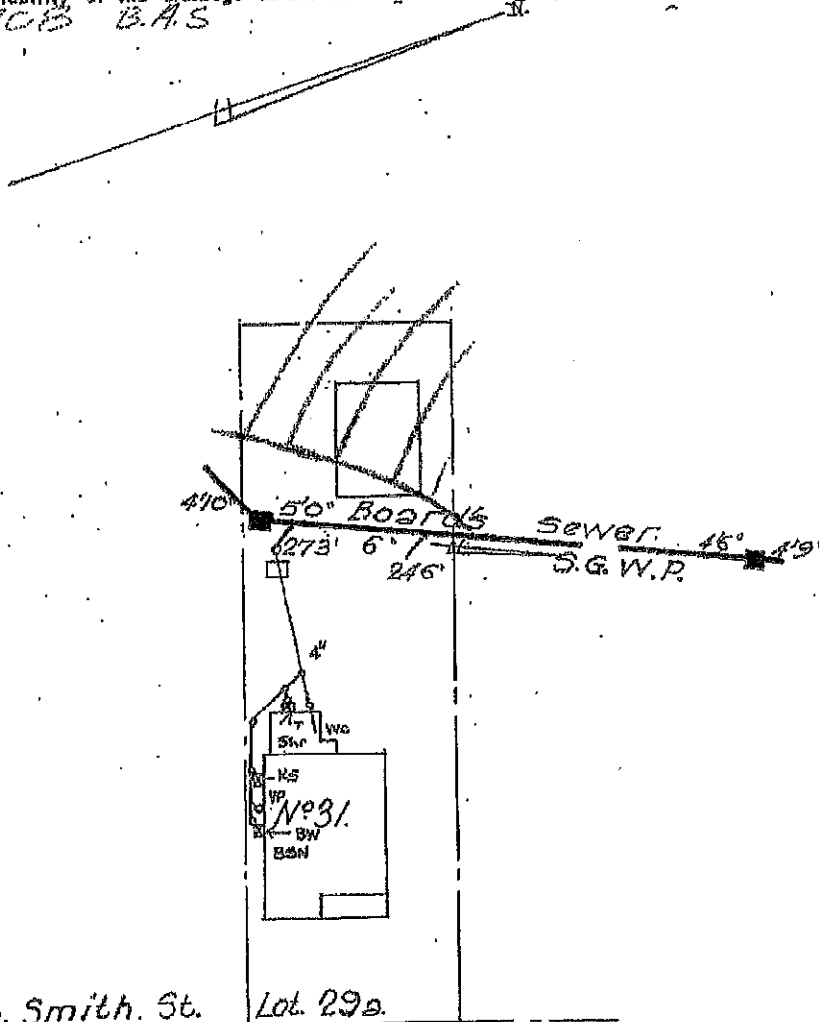
- |  |   |                   |                          |
|--|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap           | <input type="checkbox"/> R.V. Reflex Valve      | I.P. Inlet Pipe   | Bon. Basin               |
| <input type="checkbox"/> Pit                     | <input type="checkbox"/> C.E. Cleaning Eye      | M.F. Mica Flap    | Shr. Shower              |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> VERT. Vertical Pipe    | T. Tubs           | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully                   | <input type="checkbox"/> V.P. Vent. Pipe        | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| <input type="checkbox"/> P.T. P. Trap            | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste         |
| <input type="checkbox"/> R.S. Reflex Sink        | <input type="checkbox"/> D.C.C. Down Cast Cowl  | B.W. Bath Waste   | W.M. Washing Machine     |

SCALE: 40 FEET TO AN INCH.

### SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

*50/407CB B.A.S*



*Abt. 1060' to Smith St. Lot 29B.*  
**GARFIELD ST.**

RATE No. .... W.C.s. .... U.C.s. .... 19 .....

SHEET No. *5319* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
Supervised by	DATE	Supervised by	DATE
Inspector	/ /	Inspector	/ /
Examined by	/ /	543 248	
Chief Inspector	/ /	Plumber	
		Boundary Trap	

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and location of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of the Sydney Water offices.