

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	<b>UPG 15 Pty. Ltd. ACN 605 447 130 137 Gilba Rd., Girraween, NSW 2145</b>	
vendor's solicitor	<b>Marc Hardman &amp; Associates Level 1, 27 Hunter Street, Parramatta NSW 2150 DX 28307 Parramatta</b>	<b>Phone: 9633 1033 Fax: 9633 4936 Ref: MH:LDP:180405 E:marc@hardmanassociates.co m.au</b>
date for completion land (address, plan details and title reference)	<b>See special condition 38 Proposed Lot 773-77 Hambledon Road, Schofields, NSW 2762 Proposed Lot in an unregistered strata plan being a subdivision of Lot 1 in Deposited Plan 1244376 Part Folio Identifier 1/1244376</b>	(clause 15)

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other: Villa/Townhouse

attached copies  documents in the List of Documents as marked or as numbered:  
 other documents:

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

inclusions **See Annexure hereto**

exclusions

purchaser

purchaser's solicitor

price \$ \_\_\_\_\_

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

balance \$ \_\_\_\_\_

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

buyer's agent

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

## Choices

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

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

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

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

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

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

173-77 HAMBLETON ROAD SCHOLLERS NSW 2159

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

Australian Taxation Office

Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas

Land & Housing Corporation

Local Land Services

NSW Department of Education

NSW Fair Trading

NSW Public Works Advisory

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Subsidence Advisory NSW

Telecommunications

Transport for NSW

Water, sewerage or drainage authority

If you think that any of these matters affects the property, 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 2017) 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 – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 *depositor* 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 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 If the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

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

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.



**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the <i>land</i> which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;   |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate title data</i>      | to complete data fields in the <i>Electronic Workspace</i> ; and 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.

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## 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 73-77 Hambledon Road, Schofields

“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 Blacktown 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 1/1244376 ;

“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 three (3) years 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.



## Elegance inclusion- 73-77 Hambledon Rd (Stage 1 Town houses)

Ducted Air-conditioner (REVERSE CYCLE)

Kitchen Appliances

- **Westinghouse Oven WVE613S**
- **Westinghouse Cook Top WHG955 SA**
- **Westinghouse Retractable Range hood 3 Speed WRH908IS 900mm**
- **Westinghouse Dishwasher**

Timber look Hybrid flooring in Kitchen and Living Areas

Bench top 40mm

Tiles to Kitchen Splash Backs

Kitchen cupboards (White & Grey as per display)

Down lights to both bathrooms

Frameless Mirrors to vanities

Timber look Hybrid flooring in bedroom, Steps & Hallway

Built-in Wardrobes (Mirror & White Glass)

TV Antenna, Outlet in Living Area & Master bedroom

Telephone Outlet in Living Area & Master Bedroom

Hand shower with mixer

Semi frameless Shower Screen to Main Bathroom (Subject to Layout)

Square Tap ware

Vanities to Bathrooms

Full ceiling height Wall tiles to bathrooms with grey feature wall

Laundry Tub

Light Fittings with bulbs

Fly Screens to Windows

Locks on Aluminum Sliding Windows and Doors

Lever door handles

Vertical Blinds

Phone Line

Gas Outlet – Natural gas will be connected if available. If not, bottled gas will be fitted.

Gas Hot Water Tank

Security Alarm

Video Intercom system

Smoke Alarms

Concrete Driveways

Landscaping

Fencing

Cloth liner

Remote control to garage door



## 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**

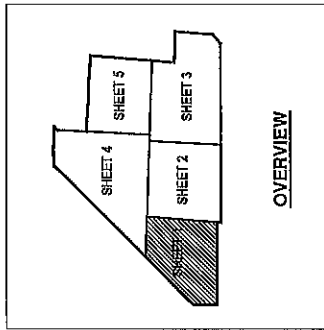
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of 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.

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

DRAFT PLAN - SUBJECT TO FINAL SURVEY



**LOCATION PLAN**



SEE SHEET 4 FOR CONTINUATION

SEE SHEET 2 FOR CONTINUATION



**NOTES:**

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY THE BATHLA GROUP RECEIVED 27/07/2018

WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS DIMENSIONS AND AREAS HAVE BEEN DETERMINED FROM DIGITAL PLANS AND HAVE NOT BEEN MEASURED THEREFORE THEY ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY

THE STRATA AREA SHOW IS BASED ON THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND MAY VARY FROM MARKETING PLANS THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY LAND REGISTRY SERVICES

WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION

CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR

- CP - COMMON PROPERTY
- B - BALCONY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO
- VP - VISITOR PARKING (CP)

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7121

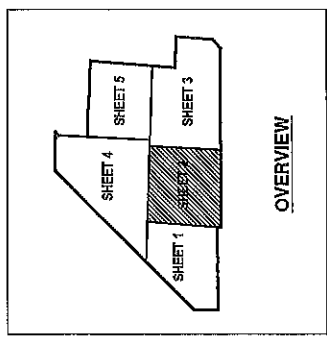
PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

LGA: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:400  
Lengths are in metres.



**SP DRAFT**  
**ISSUE B**

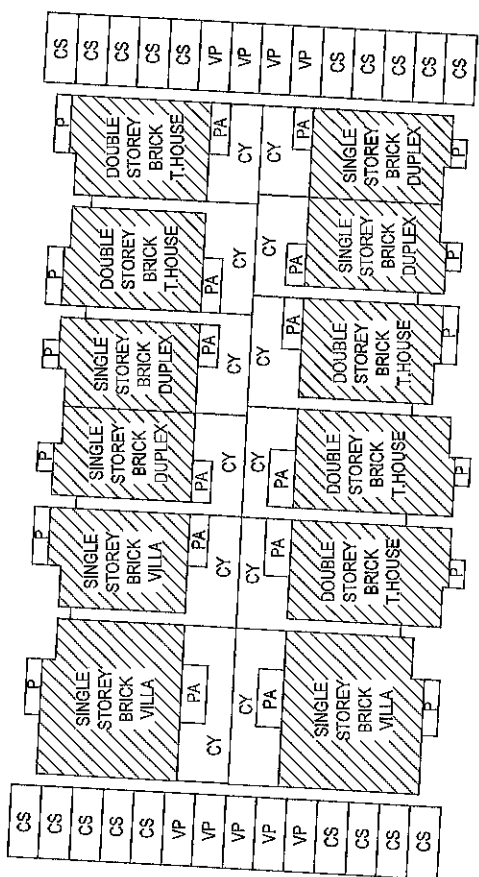
DRAFT PLAN - SUBJECT TO FINAL SURVEY



**LOCATION PLAN**



SEE SHEET 4 FOR CONTINUATION



SEE SHEET 1 FOR CONTINUATION

**NOTES:**

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WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS

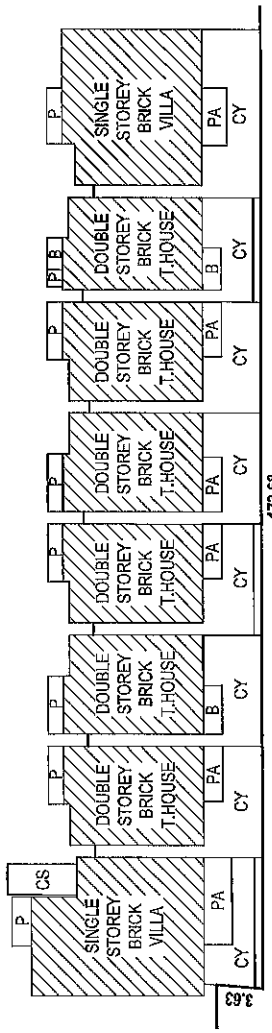
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- CP - COMMON PROPERTY
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- P - PORCH
- PA - PATIO
- VP - VISITOR PARKING (CP)



**ROAD**

**HAMBLEDON**

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7121

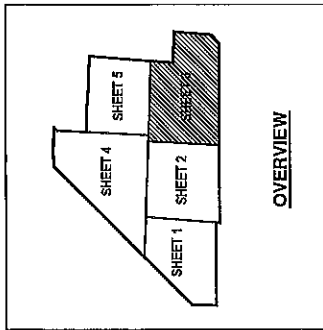
PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

LGA: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:400  
Lengths are in metres.



**SP DRAFT**  
**ISSUE B**

DRAFT PLAN - SUBJECT TO FINAL SURVEY



OVERVIEW

LOCATION PLAN

SEE SHEET 5 FOR CONTINUATION



NOTES:

- THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY THE BATHLA GROUP RECEIVED 27/07/2018
- WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS
- DIMENSIONS AND AREAS HAVE BEEN DETERMINED FROM DIGITAL PLANS AND HAVE NOT BEEN MEASURED THEREFORE THEY ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY
- THE STRATA AREA SHOWS IS BASED ON THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND MAY VARY FROM MARKETING PLANS
- THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY LAND REGISTRY SERVICES
- WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION
- CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR

- CP - COMMON PROPERTY
- B - BALCONY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO

Surveyor:

VICTORIA TESTER

Date of Survey: 27/07/2018

Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

LGA: BLACKTOWN

Locality: SCHOFIELDS

Reduction Ratio 1:400

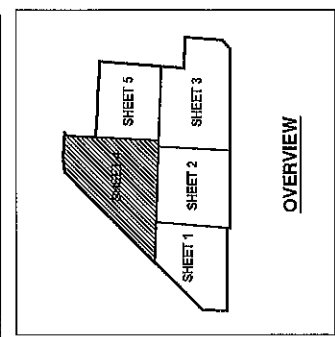
Lengths are in metres.



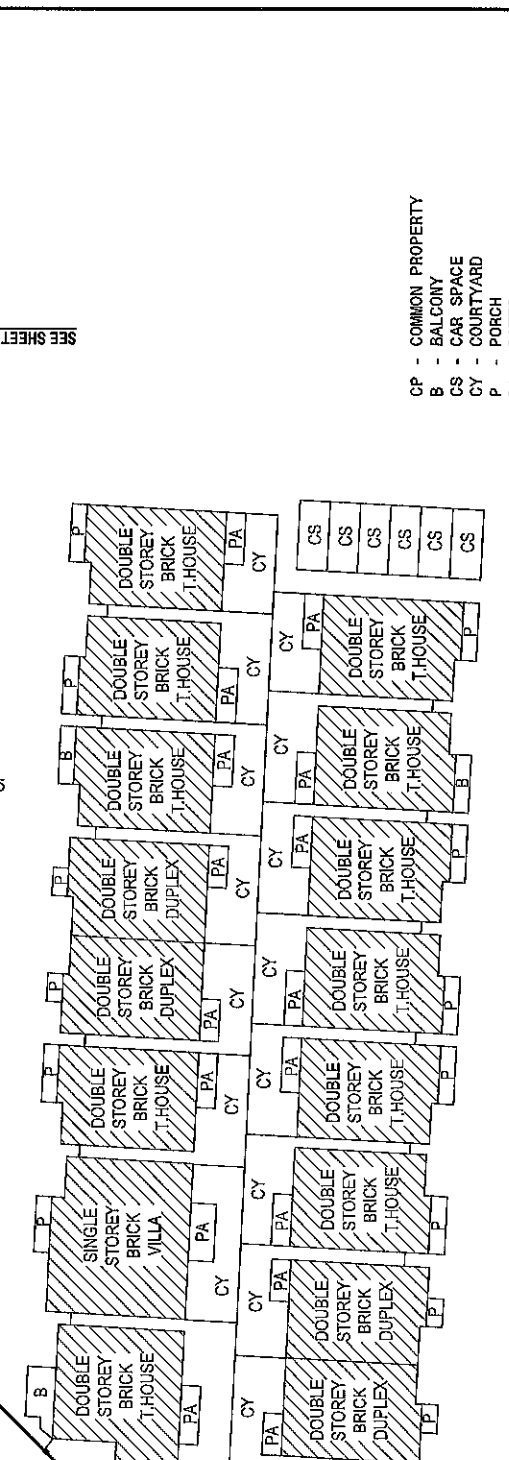
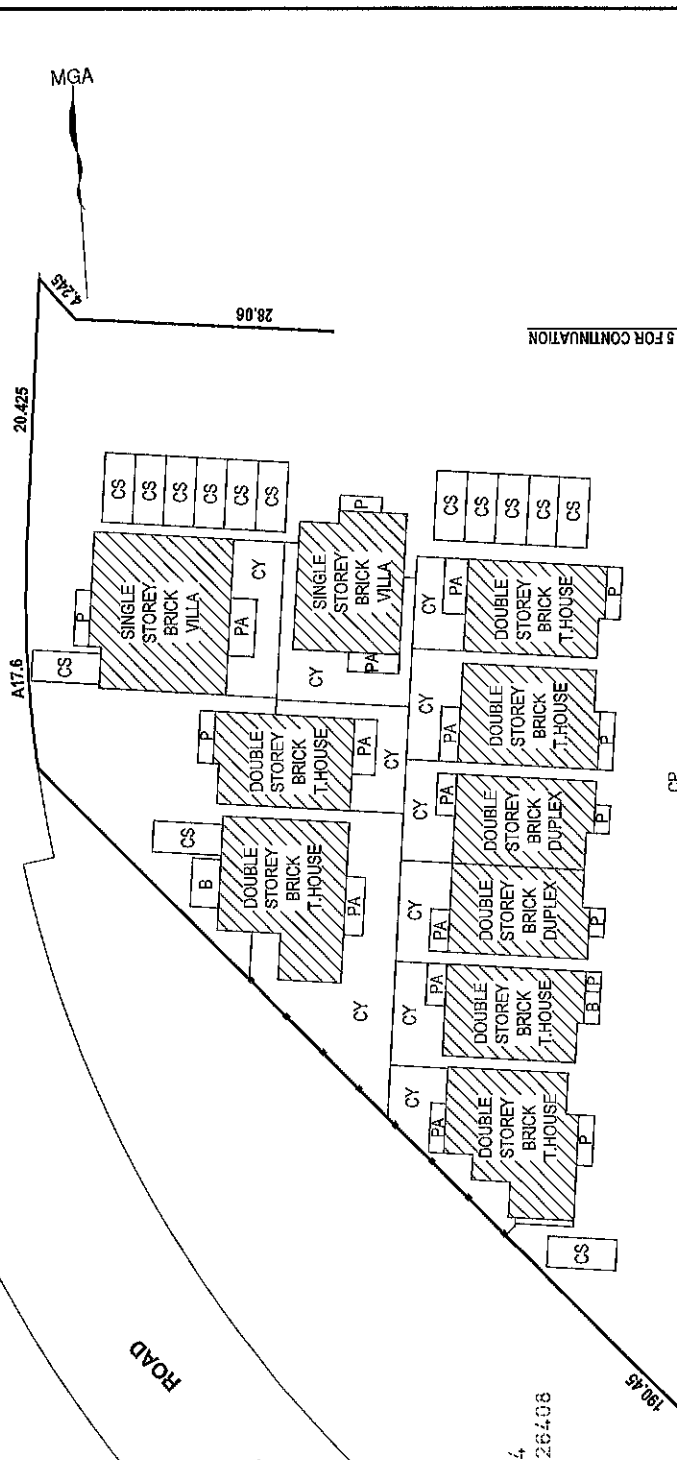
SP DRAFT  
ISSUE B

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DRAFT PLAN - SUBJECT TO FINAL SURVEY



**LOCATION PLAN**



**NOTES:**  
 THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY THE BATHLA GROUP RECEIVED 27/07/2018  
 WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS DIMENSIONS AND AREAS HAVE BEEN DETERMINED FROM DIGITAL PLANS AND HAVE NOT BEEN MEASURED THEREFORE THEY ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY  
 THE STRATA AREA SHOW IS BASED ON THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND MAY VARY FROM MARKETING PLANS BY LAND REGISTRY SERVICES  
 WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION  
 CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR

SEE SHEET 5 FOR CONTINUATION

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 1 FOR CONTINUATION

- CP - COMMON PROPERTY
- B - BALCONY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO

Surveyor:  
 VICTORIA TESTER  
 Date of Survey: 27/07/2018  
 Surveyor's Ref: 7121

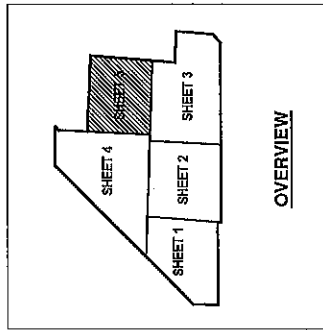
PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

LGA: BLACKTOWN  
 Locality: SCHOFIELDS  
 Reduction Ratio 1:400  
 Lengths are in metres.



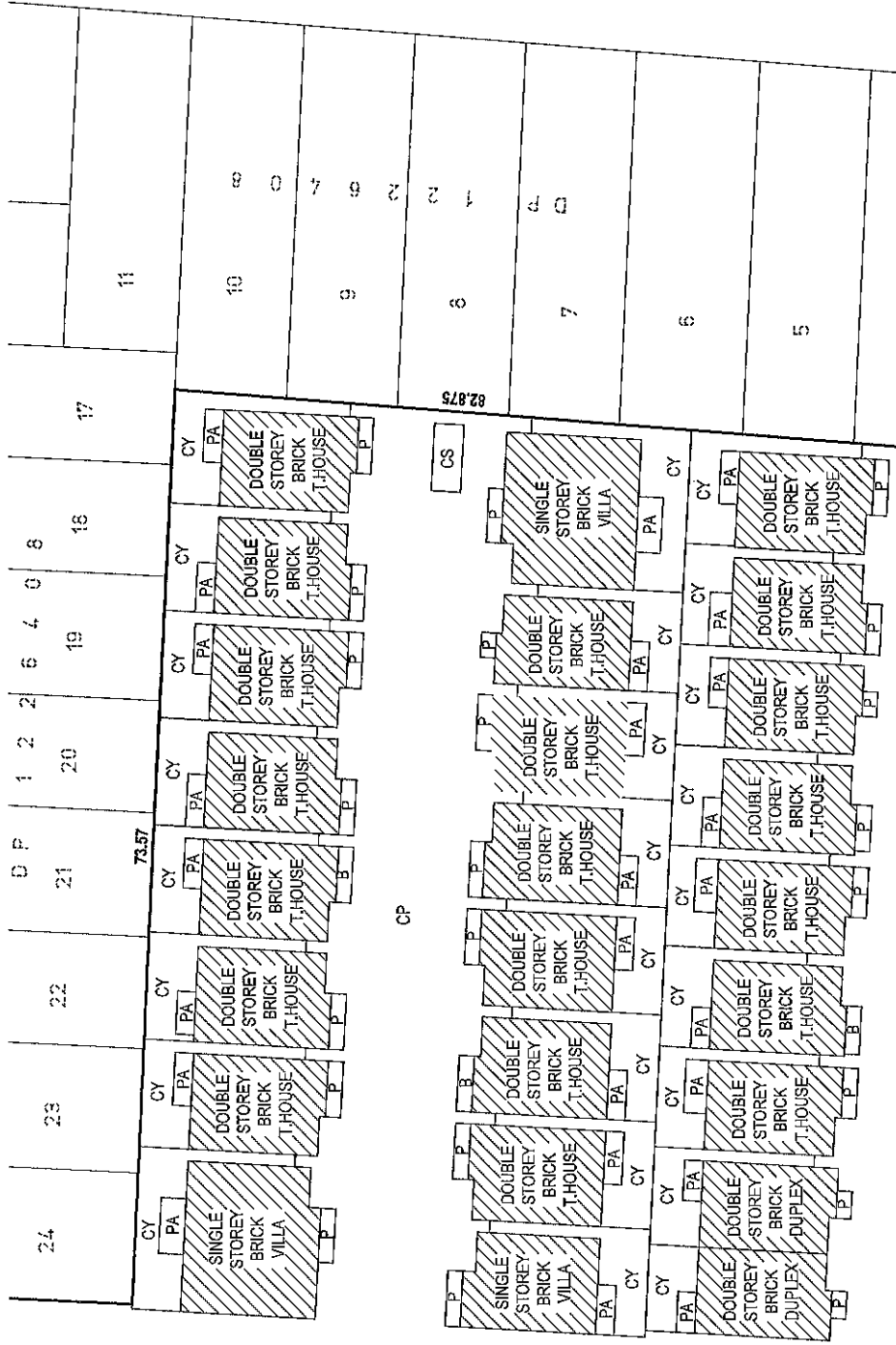
**SP DRAFT**  
**ISSUE B**

DRAFT PLAN - SUBJECT TO FINAL SURVEY



OVERVIEW

LOCATION PLAN



- CP - COMMON PROPERTY
- B - BALCONY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

NOTES:

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY THE BATHLA GROUP RECEIVED 27/07/2018

WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS DIMENSIONS AND AREAS HAVE BEEN DETERMINED FROM DIGITAL PLANS AND HAVE NOT BEEN MEASURED THEREFORE THEY ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY

THE STRATA AREA SHOW IS BASED ON THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND MAY VARY FROM MARKETING PLANS BY LAND REGISTRY SERVICES

THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED

WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION

CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR

Surveyor:

VICTORIA TESTER

Date of Survey: 27/07/2018

Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

LGA: BLACKTOWN

Locality: SCHOFIELDS

Reduction Ratio 1:400

Lengths are in metres.



SP DRAFT  
ISSUE B

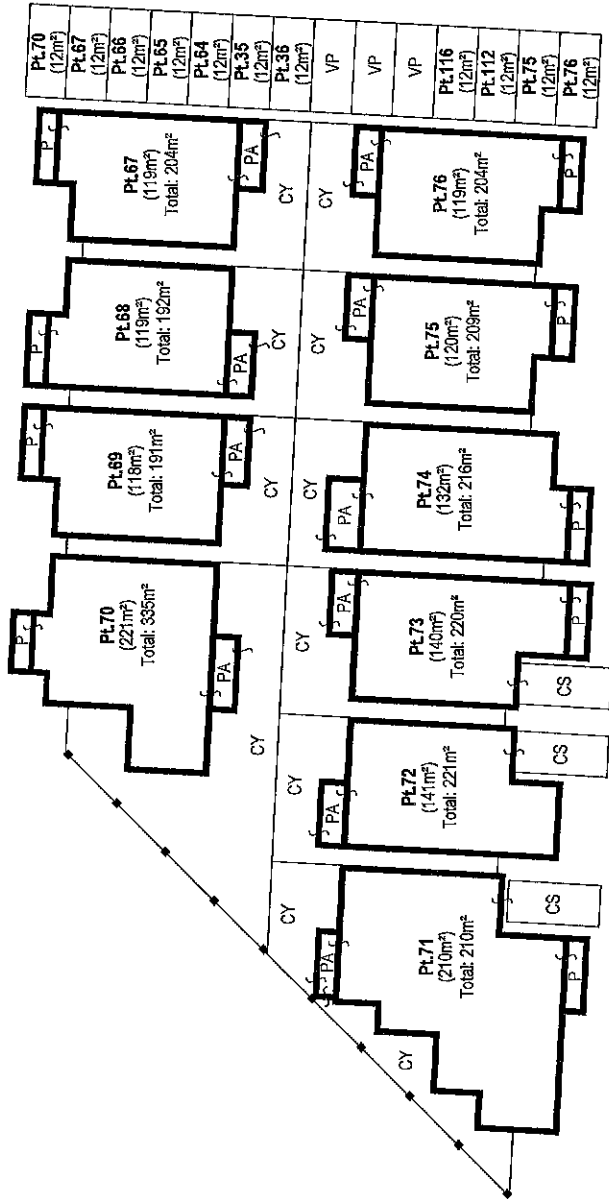


DRAFT PLAN - SUBJECT TO FINAL SURVEY

Lot#	Combined Areas (m <sup>2</sup> )				
	Unit	CS	CY	P	PA
67	71	0	37	5	6
68	71	0	37	5	6
69	71	0	36	5	6
70	98	0	113	4	6
71	135	13	52	5	5
72	79	13	43	0	6
73	79	13	37	5	6
74	82	0	36	5	9
75	71	0	38	5	6
76	71	0	37	5	6
112	66	0	37	2	6
113	71	0	37	5	6
114	71	0	39	5	6
115	66	0	39	4	4
116	118	0	51	5	9
117	66	0	39	4	4
118	66	0	37	2	6
119	118	0	59	5	9

CP - COMMON PROPERTY  
 CS - CAR SPACE  
 CY - COURTYARD  
 P - PORCH  
 PA - PATIO  
 VP - VISITOR PARKING (CP)

SEE SHEET 10 FOR CONTINUATION

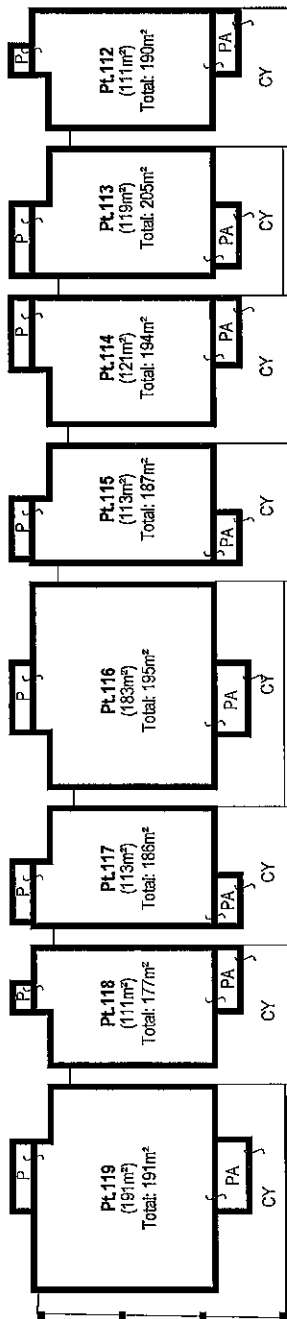


SEE SHEET 7 FOR CONTINUATION



NOTES:-

1. THE STRATUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
3. THE STRUCTURE OF ALL TIMBER DECKING AND CONCRETE STAIRS WITHIN ALL LOTS IS COMMON PROPERTY
5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
7. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



GROUND FLOOR PLAN

Surveyor:

VICTORIA TESTER

Date of Survey: 27/07/2018

Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN

Locality: SCHIOFIELDS

Reduction Ratio 1:300

Lengths are in metres.



SP DRAFT  
 ISSUE B

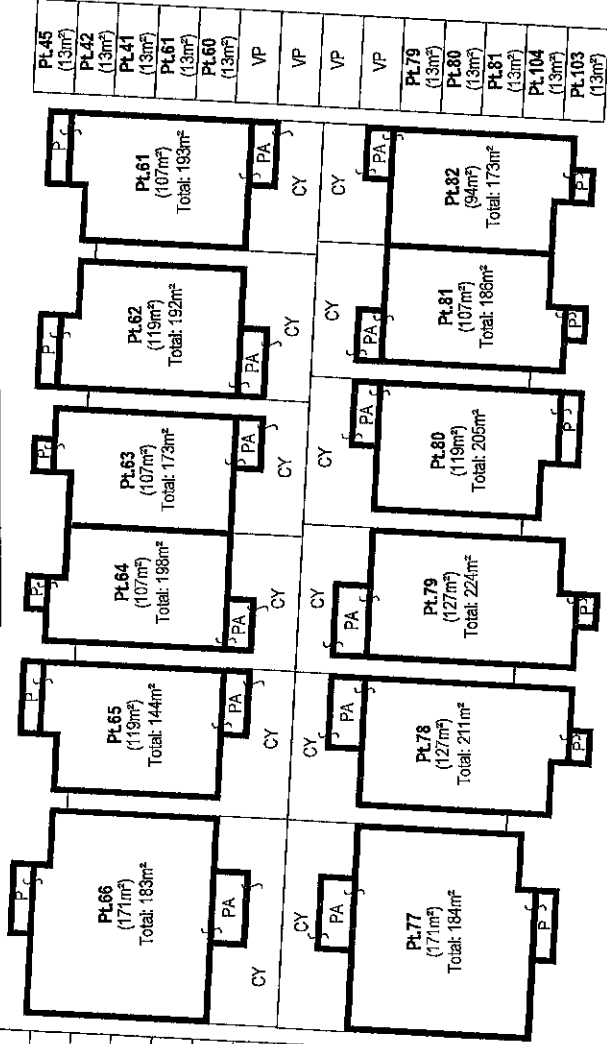
DRAFT PLAN - SUBJECT TO FINAL SURVEY

Lot #	Combined Areas (m <sup>2</sup> )				
	Unit	CS	CY	P	PA
61	71	0	25	5	6
62	71	0	37	5	6
63	65	0	35	2	5
64	65	0	35	2	5
65	71	0	37	5	6
66	118	0	39	5	9
77	118	0	39	5	9
78	82	0	34	2	9
79	82	0	34	2	9
80	71	0	37	5	6
81	65	0	35	2	5
82	65	0	35	2	5
104	118	0	57	5	9
105	66	0	36	4	4
106	71	0	40	5	6
107	71	0	40	5	6
108	71	0	36	5	6
109	71	0	41	5	5
110	71	0	40	5	6
111	121	13	25	5	14

SEE SHEET 6 FOR CONTINUATION

PL64	(13m <sup>2</sup> )
PL65	(13m <sup>2</sup> )
PL37	(13m <sup>2</sup> )
PL38	(13m <sup>2</sup> )
PL39	(13m <sup>2</sup> )
VP	
VP	
VP	
VP	
VP	
VP	
PL110	(13m <sup>2</sup> )
PL109	(13m <sup>2</sup> )
PL113	(13m <sup>2</sup> )
PL77	(13m <sup>2</sup> )

SEE SHEET 10 FOR CONTINUATION



SEE SHEET 8 FOR CONTINUATION

CP - COMMON PROPERTY  
 CS - CAR SPACE  
 CY - COURTYARD  
 P - PORCH  
 PA - PATIO  
 VP - VISITOR PARKING (CP)

NOTES:-

1. THE STRUTUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE STRUTUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
3. THE STRUCTURE OF ALL TIMBER DECKING AND CONCRETE STAIRS WITHIN ALL LOTS IS COMMON PROPERTY
5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
7. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

MGA

GROUND FLOOR PLAN

Surveyor:  
 VICTORIA TESTER  
 Date of Survey: 27/07/2018  
 Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
 Locality: SCHOFIELDS  
 Reduction Ratio 1:300  
 Lengths are in metres.



SP DRAFT  
 ISSUE B

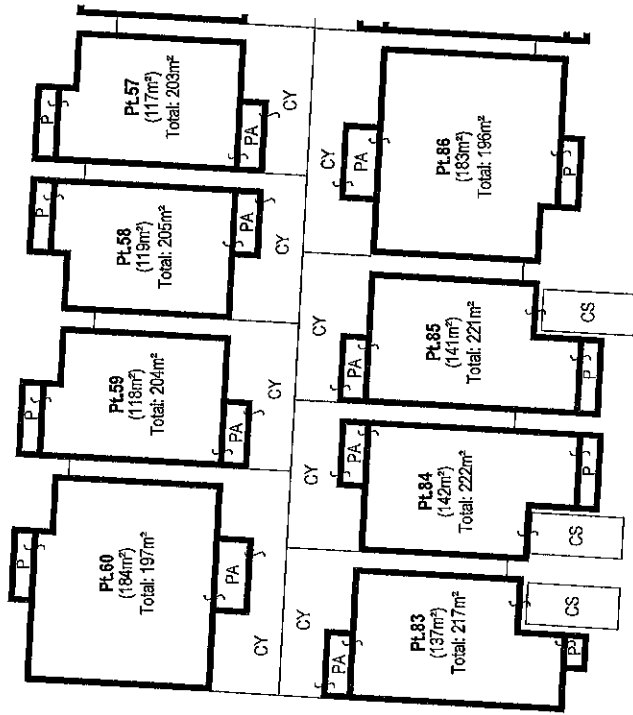
DRAFT PLAN - SUBJECT TO FINAL SURVEY

Lot#	Combined Areas (m <sup>2</sup> )				
	Unit	CS	CY	P	PA
57	71	0	35	5	6
58	71	0	37	5	6
59	71	0	36	5	6
60	118	0	52	5	9
83	79	13	37	2	6
84	79	13	39	5	6
85	79	13	38	5	6
86	118	0	51	5	9
99	66	0	38	4	5
100	118	0	52	5	9
101	66	0	39	4	5
102	71	0	40	5	6
103	66	0	32	4	7

CP - COMMON PROPERTY  
 CS - CAR SPACE  
 CY - COURTYARD  
 P - PORCH  
 PA - PATIO

Pt.59	(13m <sup>2</sup> )
Pt.58	(13m <sup>2</sup> )
Pt.57	(13m <sup>2</sup> )
Pt.46	(13m <sup>2</sup> )
Pt.45	(13m <sup>2</sup> )
VP	
VP	
VP	
Pt.86	(13m <sup>2</sup> )
Pt.82	(13m <sup>2</sup> )
Pt.102	(13m <sup>2</sup> )
Pt.101	(13m <sup>2</sup> )
Pt.100	(13m <sup>2</sup> )

SEE SHEET 7 FOR CONTINUATION

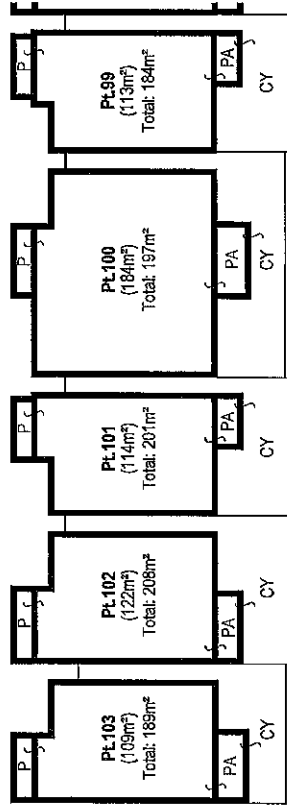


SEE SHEET 9 FOR CONTINUATION



NOTES:-

1. THE STRATUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
3. THE STRUCTURE OF ALL TIMBER DECKING AND CONCRETE STAIRS WITHIN ALL LOTS IS COMMON PROPERTY
5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
7. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



GROUND FLOOR PLAN

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
 Locality: SCHOIELDS  
 Reduction Ratio 1:300  
 Lengths are in metres.



Surveyor:  
 VICTORIA TESTER  
 Date of Survey: 27/07/2018  
 Surveyor's Ref: 7121

SP DRAFT  
 ISSUE B

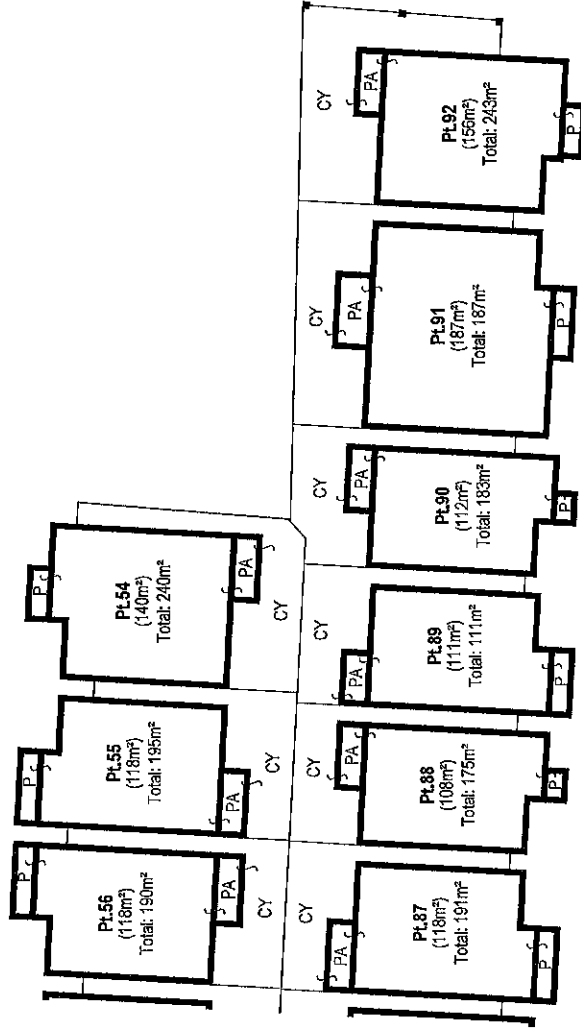
DRAFT PLAN - SUBJECT TO FINAL SURVEY

Lot #	Combined Areas (m <sup>2</sup> )			
	Unit	CY	P	PA
54	86	45	3	6
55	71	36	5	6
56	71	36	5	6
87	71	36	5	6
88	66	34	2	6
89	66	36	4	5
90	66	38	2	6
91	118	55	5	9
92	86	61	3	6
93	117	62	5	8
94	71	40	5	6
95	71	41	5	6
96	71	41	5	5
97	71	36	5	6
98	71	40	5	6

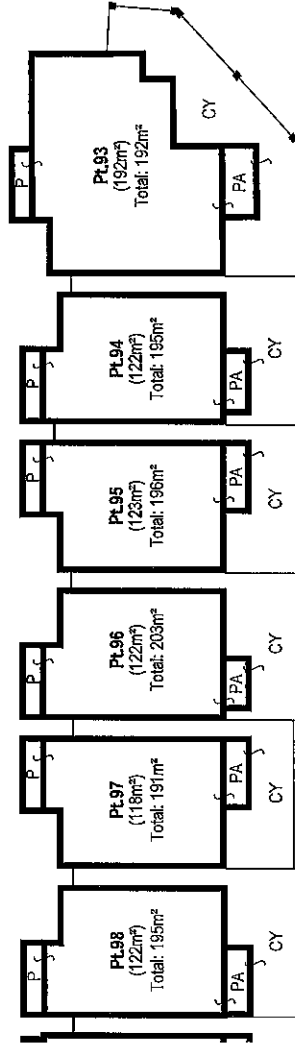
CP - COMMON PROPERTY  
 CS - CAR SPACE  
 CY - COURTYARD  
 P - PORCH  
 PA - PATIO

SEE SHEET 11 FOR CONTINUATION

PL54  
(13m<sup>2</sup>)



SEE SHEET 8 FOR CONTINUATION



GROUND FLOOR PLAN

- NOTES:-
1. THE STRATUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  2. THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
  3. THE STRUCTURE OF ALL TIMBER DECKING AND CONCRETE STAIRS WITHIN ALL LOTS IS COMMON PROPERTY
  5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  7. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



Surveyor:

VICTORIA TESTER

Date of Survey: 27/07/2018

Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN

Locality: SCHORFIELDS

Reduction Ratio 1:300

Lengths are in metres.

THE DRAFT STRATA PLAN HAS BEEN PREPARED BY



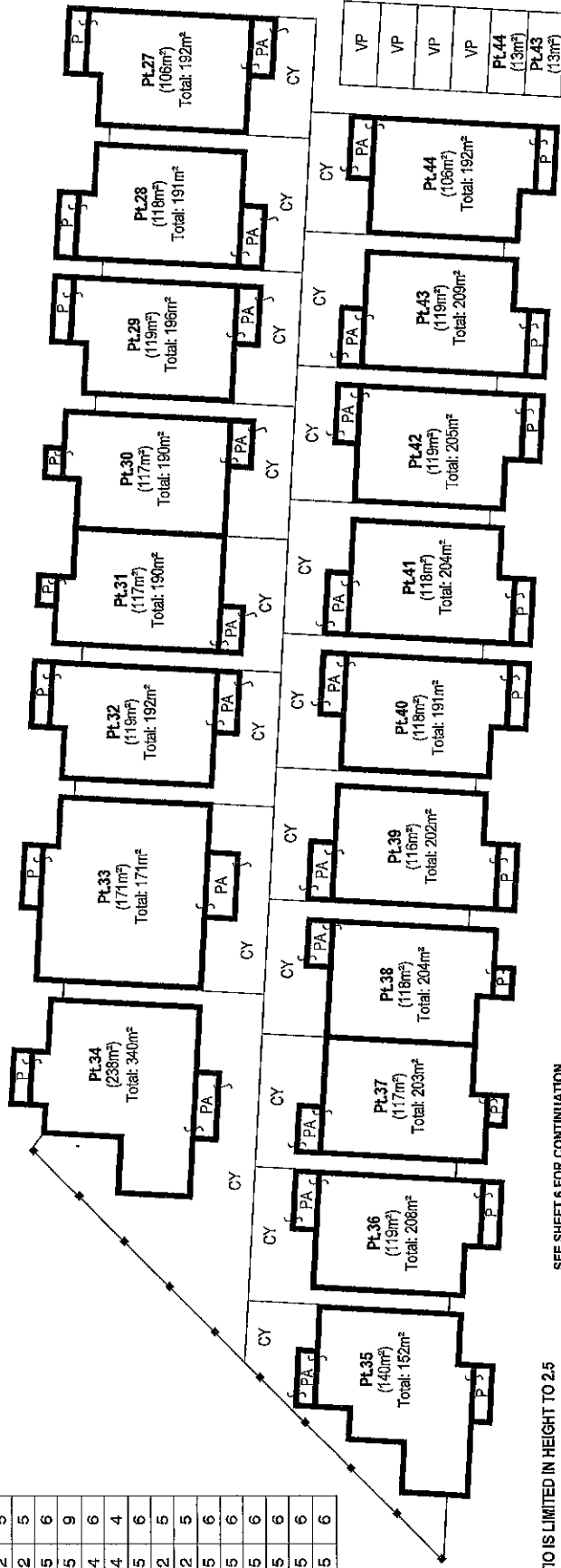
SP DRAFT  
ISSUE B

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Lot#	Combined Areas (m <sup>2</sup> )			
	Unit	CY	P	PA
27	71	24	5	6
28	71	36	5	6
29	71	37	5	6
30	72	38	2	5
31	72	38	2	5
32	71	37	5	6
33	118	39	5	9
34	98	130	4	6
35	86	46	4	4
36	71	37	5	6
37	72	38	2	5
38	72	39	2	5
39	71	34	5	6
40	71	36	5	6
41	71	36	5	6
42	71	37	5	6
43	71	37	5	6
44	71	24	5	6



SEE SHEET 12 FOR CONTINUATION



SEE SHEET 11 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

- NOTES:-
1. THE STRATUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  2. THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
  3. THE STRUCTURE OF ALL TIMBER DECKING AND CONCRETE STAIRS WITHIN ALL LOTS IS COMMON PROPERTY
  5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  7. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

- CP - COMMON PROPERTY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO

GROUND FLOOR PLAN

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
 Locality: SCHOFIELDS  
 Reduction Ratio 1:300  
 Lengths are in metres.



SP DRAFT  
 ISSUE B

Surveyor:  
 VICTORIA TESTER  
 Date of Survey: 27/07/2018  
 Surveyor's Ref: 7121

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Lot#	Combined Areas (m <sup>2</sup> )		
	CY	P	PA
11	118	51	9
12	71	36	5
13	71	37	5
14	71	37	5
15	71	36	5
16	71	37	5
17	71	37	5
18	71	42	5
19	118	54	9
20	66	33	2
21	71	43	5
22	71	36	5
23	71	37	5
24	71	36	5
25	71	37	5
26	71	37	5
45	65	23	2
46	65	35	2
47	66	33	4
48	66	34	4
49	66	33	4
50	66	33	4
51	66	35	2
52	66	31	4
53	71	42	5

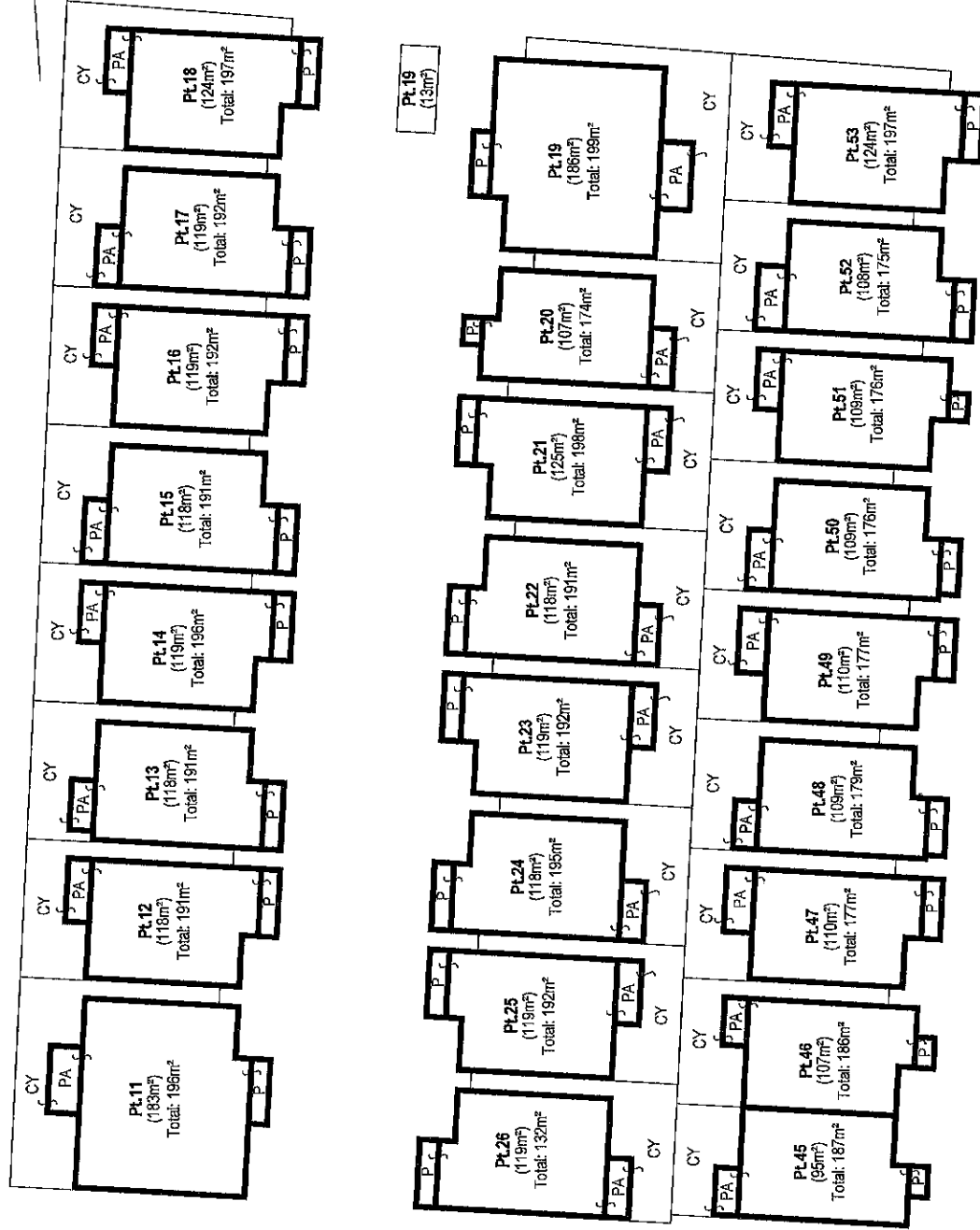
SEE SHEET 12 FOR CONTINUATION

SEE SHEET 10 FOR CONTINUATION

NOTES:-

1. THE STRATUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
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5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
7. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

MGA



CP - COMMON PROPERTY  
 CS - CAR SPACE  
 CY - COURTYARD  
 P - PORCH  
 PA - PATIO

SEE SHEET 9 FOR CONTINUATION

SEE SHEET 8 FOR CONTINUATION

GROUND FLOOR PLAN

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

LGA: BLACKTOWN  
 Locality: SCHOFIELDS  
 Reduction Ratio 1:300  
 Lengths are in metres.

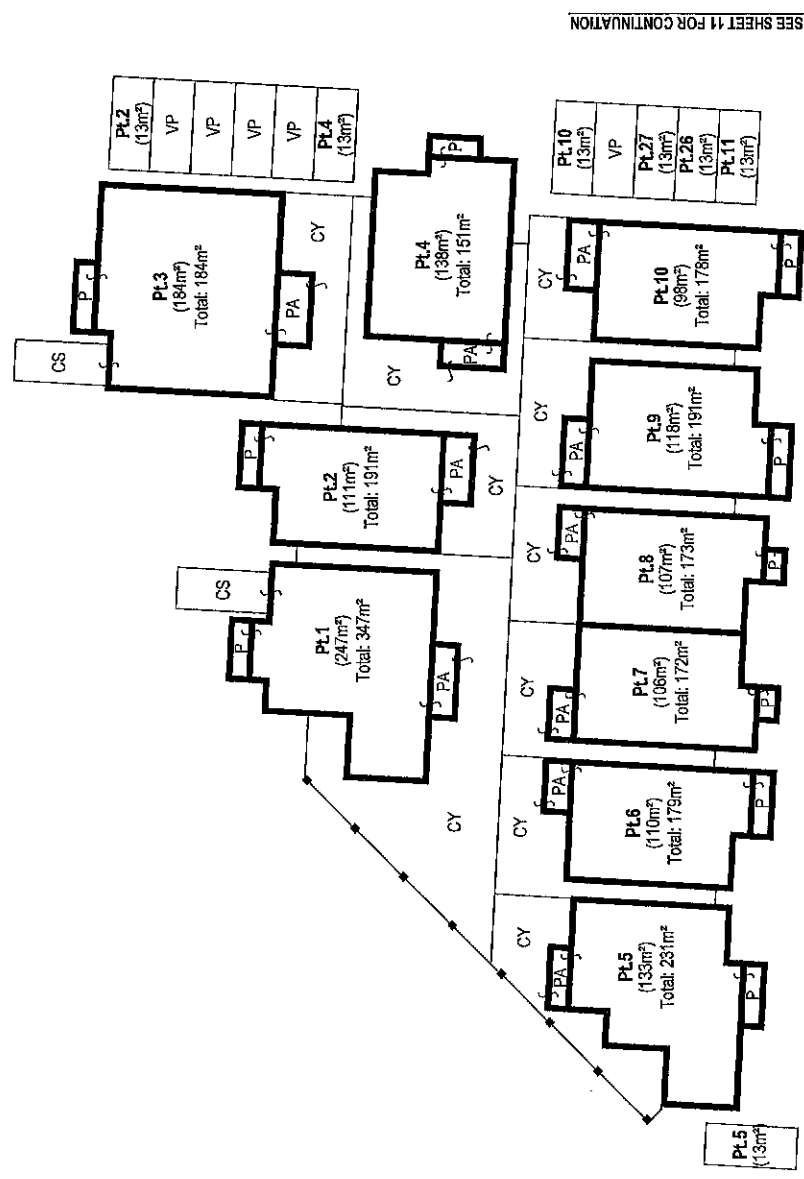
THE DRAFT STRATA PLAN HAS BEEN PREPARED BY  
 SDG  
 LAND DEVELOPMENT SOLUTIONS  
 WWW.SDG.NET.AU

SP DRAFT  
 ISSUE B

Surveyor:  
 VICTORIA TESTER  
 Date of Survey: 27/07/2018  
 Surveyor's Ref: 7121

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Lot#	Combined Areas (m <sup>2</sup> )						
	Unit	CS	CY	P	PA		
1	98	13	125	4	7		
2	66	0	34	4	7		
3	118	13	39	5	9		
4	79	0	50	3	6		
5	86	0	39	4	4		
6	66	0	35	4	5		
7	65	0	34	2	5		
8	65	0	35	2	5		
9	71	0	36	5	6		
10	66	0	21	4	7		



SEE SHEET 11 FOR CONTINUATION

SEE SHEET 10 FOR CONTINUATION

- CP - COMMON PROPERTY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO

- NOTES:-
- THE STRUTUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  - THE STRUTUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
  - THE STRUCTURE OF ALL TIMBER DECKING AND CONCRETE STAIRS WITHIN ALL LOTS IS COMMON PROPERTY
  - ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  - AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  - FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND FLOOR PLAN

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L.C.A.: BLACKTOWN  
 Locality: SCHOFIELDS  
 Reduction Ratio 1:300  
 Lengths are in metres.



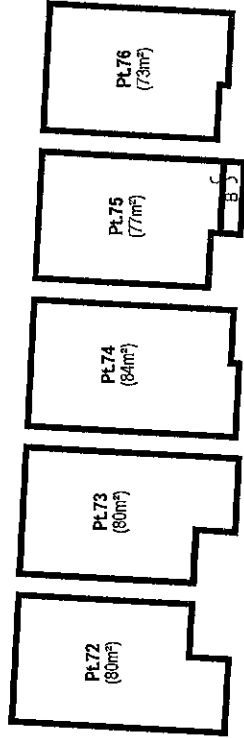
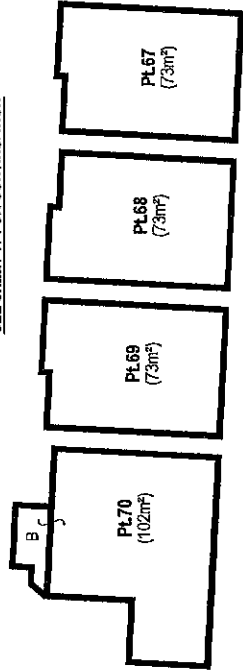
Surveyor:  
 VICTORIA TESTER  
 Date of Survey: 27/07/2018  
 Surveyor's Ref: 7121

SP DRAFT  
 ISSUE B

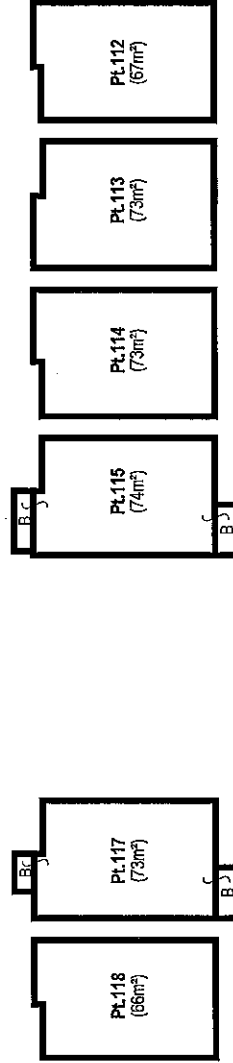
DRAFT PLAN - SUBJECT TO FINAL SURVEY

SEE SHEET 17 FOR CONTINUATION

Combined Areas (m <sup>2</sup> )	
Lot #	Unit B
70	94
75	73
115	67
117	67



SEE SHEET 14 FOR CONTINUATION



FIRST FLOOR PLAN

CP - COMMON PROPERTY  
B - BALCONY

- NOTES:
1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  3. THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY
  4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  5. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7421

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L O A: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:300  
Lengths are in metres.



SP DRAFT  
ISSUE B

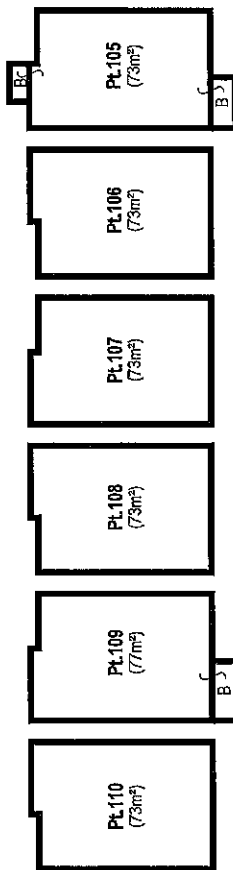
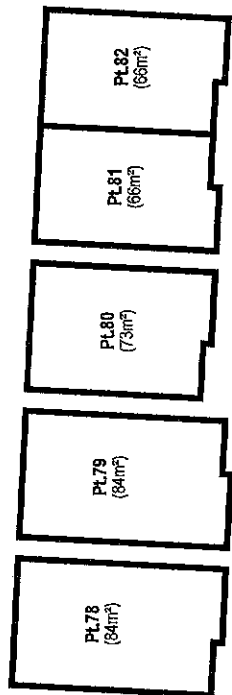
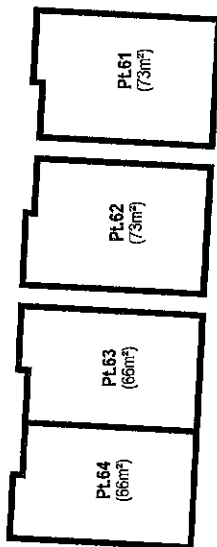




DRAFT PLAN - SUBJECT TO FINAL SURVEY

SEE SHEET 17 FOR CONTINUATION

Combined Areas (m <sup>2</sup> )	
Lot #	Unit
105	67
109	73
	4



FIRST FLOOR PLAN

CP - COMMON PROPERTY  
B - BALCONY

SEE SHEET 13 FOR CONTINUATION

SEE SHEET 15 FOR CONTINUATION



- NOTES:-
1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
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  4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  5. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L.G.A: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:300  
Lengths are in metres.

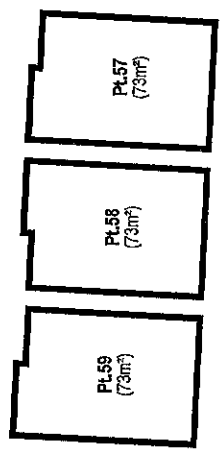


SP DRAFT  
ISSUE B

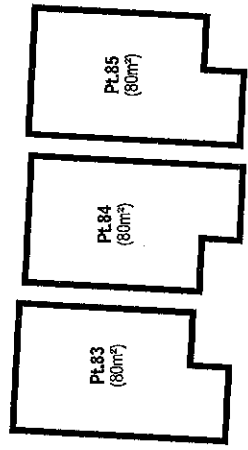
DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m <sup>2</sup> )	
Lot #	Unit
99	67
101	67
	7

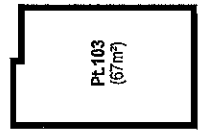
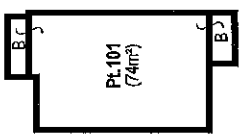
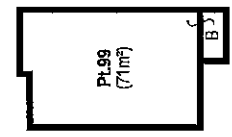
SEE SHEET 18 FOR CONTINUATION



SEE SHEET 16 FOR CONTINUATION



SEE SHEET 14 FOR CONTINUATION



- NOTES:-
- THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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  - FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP - COMMON PROPERTY  
B - BALCONY

FIRST FLOOR PLAN

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:300  
Lengths are in metres.



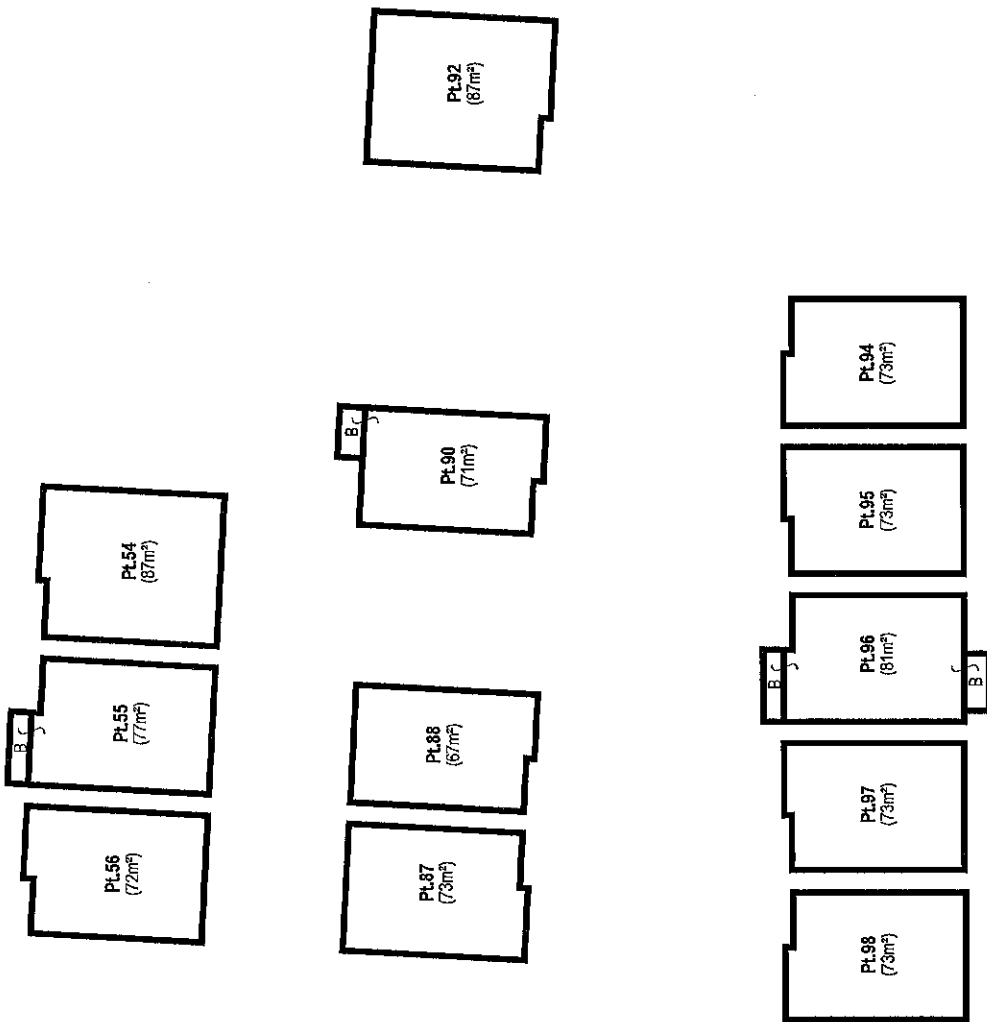
SP DRAFT  
ISSUE B



DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m <sup>2</sup> )		
Lot #	Unit	B
55	73	4
90	67	4
96	73	8

SEE SHEET 18 FOR CONTINUATION



SEE SHEET 15 FOR CONTINUATION

FIRST FLOOR PLAN

CP - COMMON PROPERTY  
B - BALCONY

- NOTES:-
- THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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  - FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:300  
Lengths are in metres.



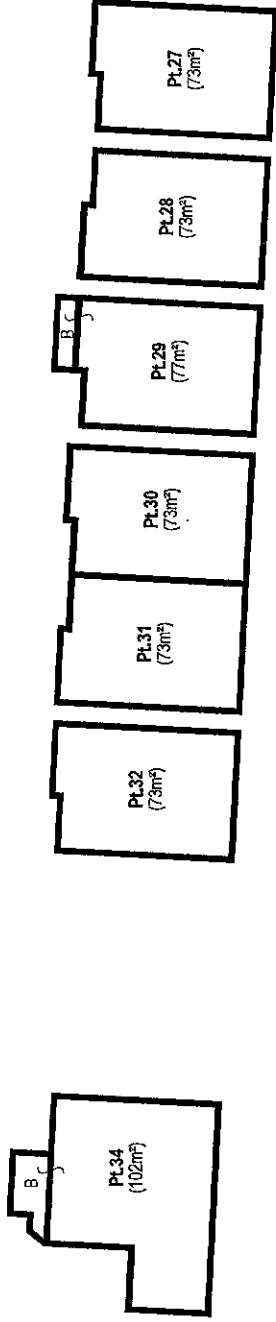
SP DRAFT  
ISSUE B

DRAFT PLAN - SUBJECT TO FINAL SURVEY

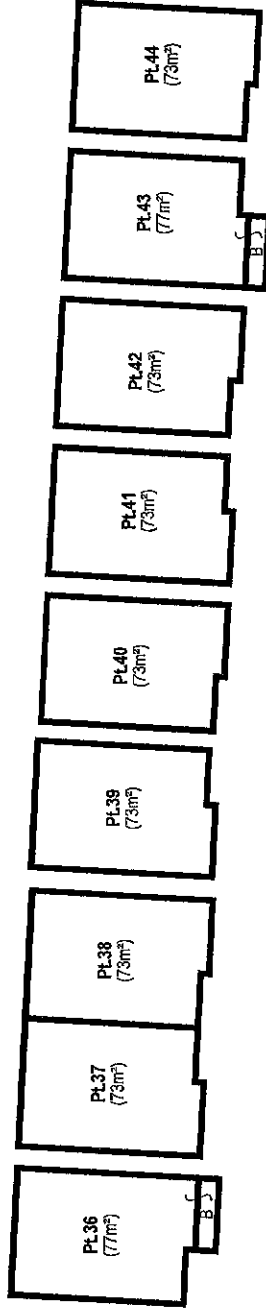
Lot #	Unit	B
29	73	4
34	94	8
36	73	4
43	73	4

MGA

SEE SHEET 19 FOR CONTINUATION



SEE SHEET 18 FOR CONTINUATION



SEE SHEET 13 FOR CONTINUATION

SEE SHEET 14 FOR CONTINUATION

- NOTES:**
1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
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  4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  5. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP - COMMON PROPERTY  
B - BALCONY

**FIRST FLOOR PLAN**

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
Locality: SCHORFIELDS  
Reduction Ratio 1:300  
Lengths are in metres.

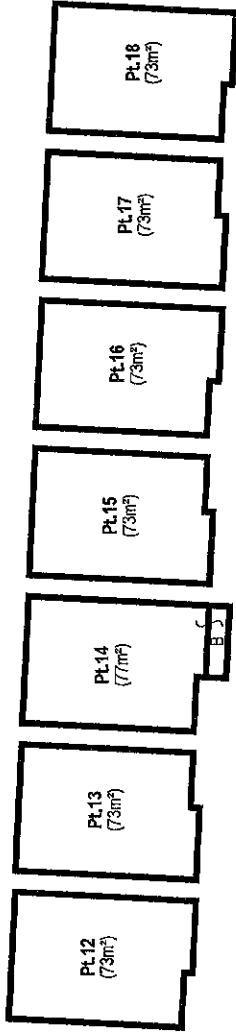


**SP DRAFT**  
**ISSUE B**

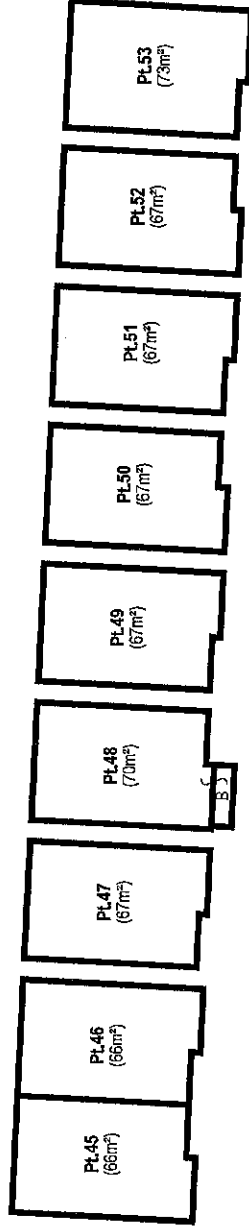
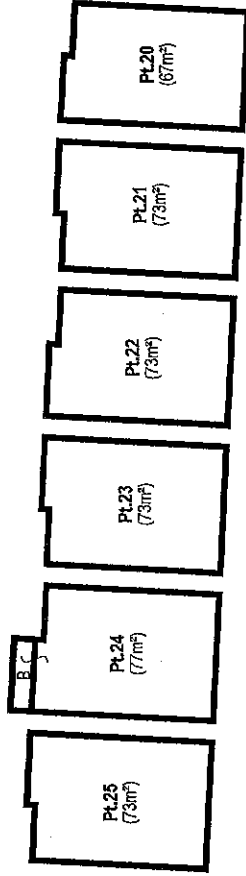


Lot #	Unit	B
14	73	4
24	73	4
48	67	3

SEE SHEET 19 FOR CONTINUATION



SEE SHEET 17 FOR CONTINUATION



SEE SHEET 15 FOR CONTINUATION

**FIRST FLOOR PLAN**

SEE SHEET 16 FOR CONTINUATION

CP - COMMON PROPERTY  
B - BALCONY

- NOTES:-
1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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  4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  5. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:

VICTORIA TESTER

Date of Survey: 27/07/2018

Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:300  
Lengths are in metres.

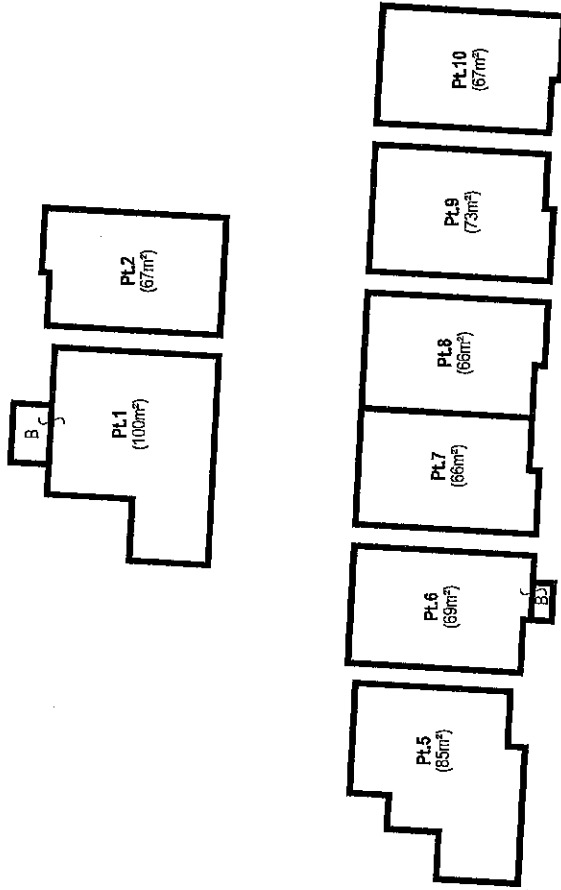


**SP DRAFT**  
ISSUE B

DRAFT PLAN - SUBJECT TO FINAL SURVEY

MGA

Combined Areas (m <sup>2</sup> )		
Lot #	Unit	B
1	94	6
6	67	2



SEE SHEET 18 FOR CONTINUATION

SEE SHEET 17 FOR CONTINUATION

FIRST FLOOR PLAN

CP - COMMON PROPERTY  
B - BALCONY

- NOTES:
- THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  - ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
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  - FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:  
VICTORIA TESTER  
Date of Survey: 27/07/2018  
Surveyor's Ref: 7121

PLAN OF SUBDIVISION OF LOT 1 IN DP 1226408

L G A: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:300  
Lengths are in metres.

THE DRAFT STRATA PLAN HAS BEEN PREPARED BY



LAND DEVELOPMENT SOLUTIONS  
WWW.SDG.NET.AU

SP DRAFT  
ISSUE B



FOLIO: 1/1244376

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/12/2018	4:33 PM	1	11/7/2018

LAND

-----

LOT 1 IN DEPOSITED PLAN 1244376  
AT SCHOFIELDS  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1244376

FIRST SCHEDULE

-----

UPG 15 PTY LTD

SECOND SCHEDULE (18 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H993502 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 K141485 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 4 J829398 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 5 J967499 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 6 L806478 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 7 H993502 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 8 D392305 EASEMENT FOR ELECTRICITY PURPOSES 3.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 K141485 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 J967499 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 H609250 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 12 J829398 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 13 L806478 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1000696 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1000239 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1244376

PAGE 2

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- 
- SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1009284 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
                    NUMBERED (6) IN S.88B INSTRUMENT AFFECTING THE PART  
                    SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1009284 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
                    NUMBERED (8) IN S.88B INSTRUMENT AFFECTING THE PART  
                    SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 AM987079 MORTGAGE TO GLOBAL PACIFIC OPPORTUNITY VIII LIMITED

NOTATIONS

-----

8071555 NOTE: LOT 7 DP 1016066 ACQUIRED & DEDICATED PUBLIC ROAD GAZ.  
                    26.10.2001 FOL. 8876

DP1016066 NOTE: ROADS ACT 1993

DP1228048 PLAN OF ACQUISITION (ROADS ACT, 1993)

UNREGISTERED DEALINGS:      PP DP1226408      PP DP1226411      PP DP1226412  
                    PP DP1226415      PP SP94595      PP SP94596      PP SP94597.

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

130000

PRINTED ON 14/12/2018

\* 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 Register. 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.



SCHEDULE OF REFERENCE MARKS				
NO.	BEARING	DIST	MARK	ORIGIN
(A)	203°29'	14.506	DHW FD	(DP 1208979)
(B)	230°52'30"	20.36	DHW FD	(DP 1231698)
(C)	150°14'	0.42	GIP FD	(DP 1231698)
(D)	273°56'	1.0	GIP FD	(DP 1000239)
(E)	273°56'	1.0	GIP FD	(DP 1000239)
(F)	300°06'	0.455	OS FD	(DP 28893)
(G)	300°06'	13.395	DHW PL	(DP 28893)
(H)	357°15'	1.12	DHW s FD	(DP 1154895)
(I)	12°42'30"	0.47	ME DHW FD	(DP 1228046)
(J)	355°50'30"	2.715	ME DHW FD	(DP 1228046)
(K)	163°53'30"	2.0	GIP FD	(DP 1009284)
(L)	256°17'30"	1.01	ME GIP FD	(DP 1009284)
(M)	187°34'	2.95	DHW FD	(DP 1155249)

SCHEDULE OF REFERENCE MARKS				
NO.	BEARING	DIST	MARK	ORIGIN
(N)	130°09'	1.395	DHW FD	(DP 1193248)
(O)	61°37'	13.94	SSN 191565 PL	(DP 1193248)
(P)	228°21'	3.4	DHW s FD	(DP 1009284)
(Q)	228°21'	11.5	DHW s FD	(DP 1009284)
(R)	221°46'30"	3.4	SSN 118966 FD	(DP 1009284)
(S)	221°45'	11.5	DHW FD	(DP 1009284)
(T)	278°00'30"	11.55	DHW s FD	(DP 1009284)
(U)	278°01'30"	3.4	DHW s FD	(DP 1009284)
(V)	119°10'	10.41	DHW s FD	(DP 1009284)

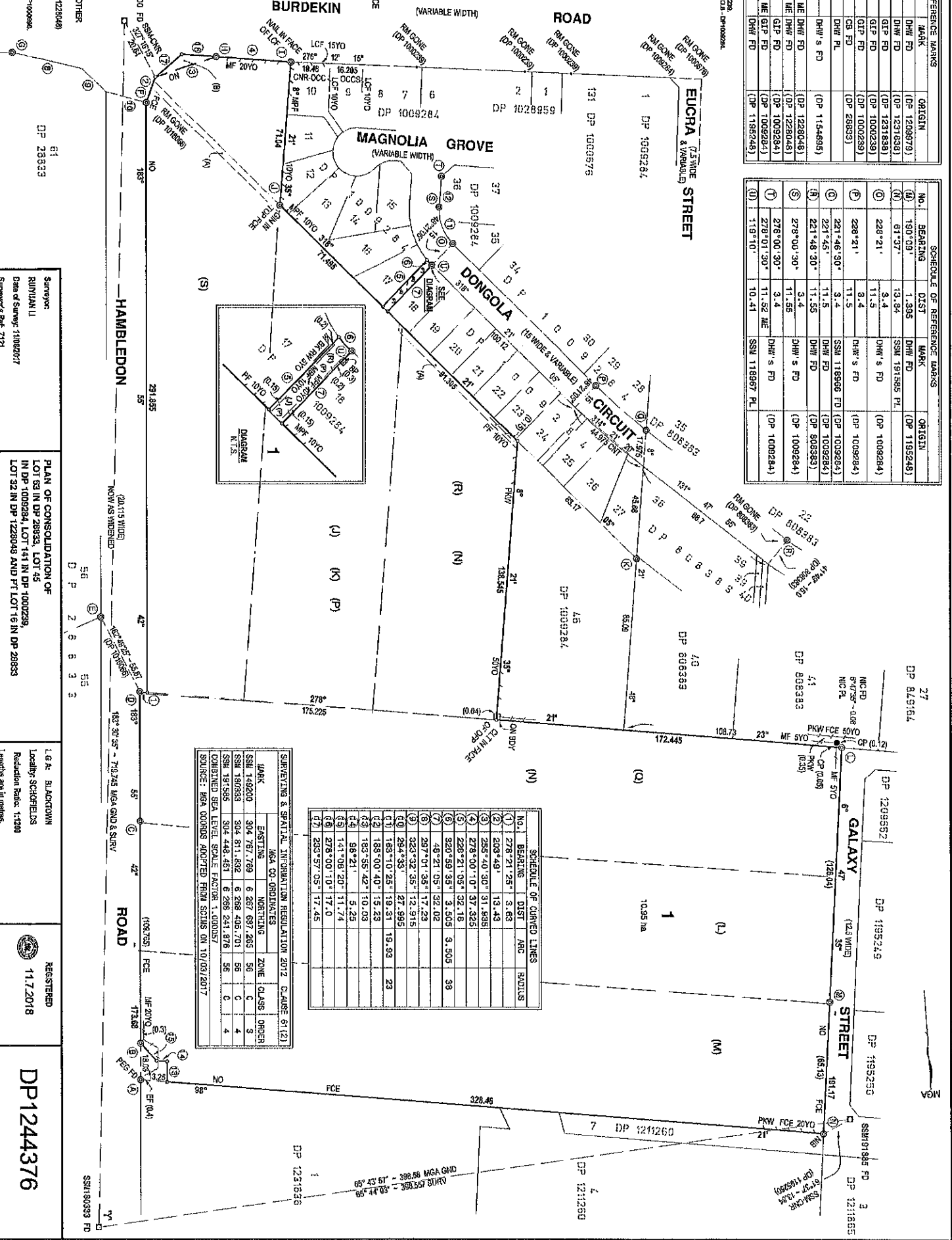
**LEGEND**

- BK denotes BRICK
- BP denotes BRICK PER
- CLT denotes CLOUT
- CON denotes CONNECTION
- CP denotes CENTRE OF POST
- EF denotes END OF FENCE
- LCF denotes LAPPED & CAPPED FENCE
- MF denotes METAL PANEL FENCE
- NIB denotes NAIL IN BITUMEN
- NIC denotes NAIL IN CONCRETE
- OPF denotes OLD FENCE POST
- PF denotes PALING FENCE
- PKW denotes PICKET & WIRE FENCE
- RY denotes RETAINING WALL

SSM 149200 - SSM 191565  
 530°04'00" - 655.53' (MGA GND  
 530°04'18" - 655.52' (SUN)

(A) EASEMENT FOR ELECTRICITY AND OTHER  
 PURPOSES 3.00 M (DP 28833)  
 (B) PROPOSED ROAD ACQUISITION (DP 28833)

(C) LAND EXCLUDED MATERIALS - 1889302  
 (D) LAND EXCLUDED MATERIALS - 1889302  
 (E) LAND EXCLUDED MATERIALS - 1889302  
 (F) LAND EXCLUDED MATERIALS - 1889302  
 (G) LAND EXCLUDED MATERIALS - 1889302  
 (H) LAND EXCLUDED MATERIALS - 1889302  
 (I) LAND EXCLUDED MATERIALS - 1889302  
 (J) LAND EXCLUDED MATERIALS - 1889302  
 (K) LAND EXCLUDED MATERIALS - 1889302  
 (L) LAND EXCLUDED MATERIALS - 1889302  
 (M) LAND EXCLUDED MATERIALS - 1889302  
 (N) LAND EXCLUDED MATERIALS - 1889302  
 (O) LAND EXCLUDED MATERIALS - 1889302  
 (P) LAND EXCLUDED MATERIALS - 1889302  
 (Q) LAND EXCLUDED MATERIALS - 1889302  
 (R) LAND EXCLUDED MATERIALS - 1889302  
 (S) LAND EXCLUDED MATERIALS - 1889302  
 (T) LAND EXCLUDED MATERIALS - 1889302  
 (U) LAND EXCLUDED MATERIALS - 1889302  
 (V) LAND EXCLUDED MATERIALS - 1889302  
 (W) LAND EXCLUDED MATERIALS - 1889302  
 (X) LAND EXCLUDED MATERIALS - 1889302  
 (Y) LAND EXCLUDED MATERIALS - 1889302  
 (Z) LAND EXCLUDED MATERIALS - 1889302



**SCHEDULE OF CURVED LINES**

NO.	BEARING	DIST	ARC	RADIUS
(1)	278°21'25"	3.63		
(2)	208°49'	13.43		
(3)	255°40'30"	31.895		
(4)	278°00'10"	37.325		
(5)	228°21'05"	32.18		
(6)	920°59'55"	3.505		3.505
(7)	48°21'05"	52.02		38
(8)	257°01'35"	17.23		
(9)	257°01'35"	12.915		
(10)	294°35'	27.995		
(11)	163°10'25"	19.51	19.53	23
(12)	188°00'40"	15.23		
(13)	183°55'42"	10.03		
(14)	68°21'	5.25		
(15)	141°08'20"	11.74		
(16)	278°00'10"	17.0		
(17)	238°57'05"	17.45		

**SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 6(12)**

MARK	MGA CO-ORDINATES	NORTHING	EASTING	ZONE	CLASS	ORIGEN
SSM 149200	304 767 769	6 267 897 265	56	C	3	
SSM 191565	304 811 892	6 268 405 701	56	C	4	
SSM 191565	304 448 451	6 268 241 578	56	C	4	

COMBINED SEA LEVEL SCALE FACTOR: 1.000057  
 SOURCE: MGA COORDS ADOPTED FROM SORS ON 10/03/2017

**PLAN OF CONSOLIDATION OF**  
 LOT 53 IN DP 28833, LOT 45  
 IN DP 1009284, LOT 141 IN DP 1000239,  
 LOT 32 IN DP 1228048 AND PT LOT 16 IN DP 28833


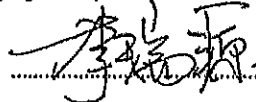
Surveyor:  
 RIJUNIAN LI  
 Date of Survey: 11/08/2017  
 Surveyor's Ref: 7121

REGISTERED  
 11.7.2018

**DP1244376**


LEG: BLACKTOWN  
 Locally: SCHOFIELDS  
 Radiation: 1:200  
 Lengths are in metres.

DEPOSITED PLAN ADMINISTRATION SHEET

Registered:  11.7.2018 <span style="float: right;">Office Use Only</span> Title System: TORRENS Purpose: CONSOLIDATION	<span style="float: right;">Office Use Only</span> <h1 style="margin: 0;">DP1244376</h1>
PLAN OF CONSOLIDATION OF LOT 63 IN DP 28833, LOT 45 IN DP 1009284, LOT 141 IN DP 1000239, <del>LOTS 32</del> IN DP 1228048 AND PT LOT 16 IN DP 28833	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY 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, RUIYUAN LI of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD. a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, 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 11 <sup>TH</sup> AUGUST 2017 <del>*(b) The part of the land shown in the plan (*being/*excluding ^.....)</del> <del>was surveyed in accordance with the <i>Surveying and Spatial</i></del> <del><i>Information Regulation 2012</i>, is accurate and the survey was</del> <del>completed on..... the part not surveyed was compiled</del> <del>in accordance with that Regulation.</del> *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  ..... Dated: 1/3/2018 Surveyor ID: 8824 Datum Line: 'X'-'Y' Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep-Mountainous. *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.
<div style="text-align: center;">Subdivision Certificate</div> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>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.	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  11.7.2018 Office Use Only

Office Use Only  
**DP1244376**

**PLAN OF CONSOLIDATION OF  
 LOT 63 IN DP 28833, LOT 45  
 IN DP 1009284, LOT 141 IN DP 1000239,  
 LOT 32 IN DP 1228048  
 AND PT LOT 16 IN DP 28833**

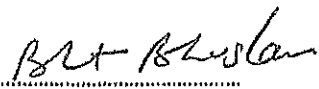
This sheet is for the provision of the following information as required:

- 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: .....

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	73-77	Hambledon	Road	Schofields

EXECUTED by )  
 UPG 15 Pty Limited )  
 ACN 605 447 130 )  
 In accordance with s127 of )  
 the Corporations Act 2001 )


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

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Registered:  11.7.2018 Office Use Only

Office Use Only

DP1244376

PLAN OF CONSOLIDATION OF  
LOT 63 IN DP 28833, LOT 45  
IN DP 1009284, LOT 141 IN DP 1000239,  
LOT 32 IN DP 1228048  
AND PT LOT 16 IN DP 28833

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(e) 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

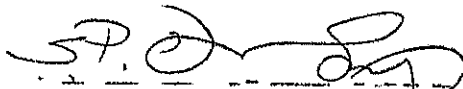
Executed by Stuart Peter Dixon-Smith  
as attorney for Global Pacific Opportunity VIII  
Limited under power of attorney registered book 4739  
no 359 in the presence of:



Signature of witness

Michelle Wong  
Name of witness

1 Farrer Place, Sydney NSW 2000  
Address of witness



By executing this document  
the attorney states that  
the attorney has received  
no notice of revocation  
of the power of attorney.



And the transferee covenant(s) with the transferor's:-

(a) That no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 13, 15 and 62 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

(b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenant (a) shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

\* Strike out if unnecessary, or suitably adjust.

(i) if any covenants are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 95 of the Conveyancing Act, 1919-1904.

ENCUMBRANCES, &c., REFERRED TO.\*

Easement contained in grant and transfer D 392305.

\* A very short note will suffice.

K 1165-2 2-437

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

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

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consul Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consul Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at **Sydney** the **22nd.** day of **December** 19**61.**

Signed in my presence by the transferor **are**

WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
Transferor.\*

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
Transferee(s).

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

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

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

Signed at **the** **day** of **19**  
Signed in the presence of—

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

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

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

† N.B.—Section 117 requires that this 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 covenants by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

H 993502  
 No. ....

THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED  
 343 GEORGE ST. SYDNEY N.S.W. 2026  
 LODGED BY PHILIP GOSLING DALRYMPLE & SUTCLIFFE  
 27 Phillip Street,  
 Telephone: 28-4641.

**FEES.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £3 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 6s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of 10s. is made in each of the following—  
 (i) where a restrictive covenant is imposed; or  
 (ii) a new easement is created; or  
 (iii) a partial discharge of mortgage is endorsed on the transfer.  
 (c) Where a new Certificate of Title must issue the scale charges are—  
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;  
 (ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
 Where the engraving exceeds 15 folios, an amount of 6s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging document.

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

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

THE ~~COMMON SEAL OF~~ INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at Sydney the Twentyfirst day of December 1961.

THE COMMON SEAL OF INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED was hereunto affixed by the authority of the directors in the presence who is personally known to me, of —  
*J. J. Smith* Manager.

*W. J. Harding*  
 Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
<i>H</i>	<i>Covenant accepting minerals</i>
Checked by	Particulars entered in Register Book, Volume <u>7790</u> Folios <u>29, 30</u>
Passed (in S.D.B.) by	the <u>2nd</u> day of <u>April</u> 1962 at
Signed by	<u>—</u> minutes past <u>12</u> o'clock in the <u>—</u> noon. <i>J. J. Smith</i> Registrar

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>J. J. Smith</i>	14/3/62
Draft written	<i>J. J. Smith</i>	15/3
Draft examined	<i>J. J. Smith</i>	21/3/62
Diagram prepared	<i>J. J. Smith</i>	26/3
Diagram examined	<i>J. J. Smith</i>	27/3
Draft forwarded	<i>J. J. Smith</i>	27/3
Supt. of Engrosser	<i>J. J. Smith</i>	6/4/62
Cancellation Clerk	<i>J. J. Smith</i>	

Vol. 9156 Fol. 14

H 993503 to follow



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



R.P. 131. No. **K 141485**

New South Wales

**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT, 1900.)



Stamp: 50448 DUTY BY SWAPPER

WE, JOHN ALLEN TAYLOR of Wahroonga, Salesman AND ALEXANDER FRANK COWDRILL of Wahroonga, Company Director

*(Joint Consent Transfer)*

(Trusts must not be disclosed in the transfer.)

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

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

(herein called transferor)

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

(£1,070. 0. 0) (the receipt whereof is hereby acknowledged) paid to us by

VULE PETROVIC

do hereby transfer to

VULE PETROVIC of 199 Fairfield Road, Fairfield, Hospital Orderly

(herein called transferee)

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

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>GIDLEY</u>	<u>PART</u>	<u>7790</u>	<u>29 and 30</u>	<u>BEING lot 63 in Deposited Plan 28633</u>
Excepting therout the Transferor's Estate and interest in all minerals lying within the said Land.					

Unless authorized by Reg. 89 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

And the transferee covenant(s) with the transferor:

- (a) That no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 62, 64 and 94 Deposited Plan 20033 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery wares.

Strike out if unnecessary, or suitably adjust.

- (1) If any covenants are to be created or any exceptions to be made; or  
(2) If the statutory covenants implied by the Act are intended to be varied or modified.

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

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

*l.g.*

ENCUMBRANCES, &c., REFERRED TO:

Reservations of minerals.

A very short note will suffice.

M 477-2 R 1102-2

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

Execution in New South Wales may be proved if the instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 129 (1) (i) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

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

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

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

Strike out unnecessary words. Add any other matter necessary to give effect to the power.

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

Signed at Sydney the 30<sup>th</sup> day of September 1965

Signed in my presence by the transferor

WHO AM PERSONALLY KNOWN TO ME

P.H. Macleod  
Solicitor  
Sydney

James Roberts  
Transferor  
W. Macleod  
Transferor

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

A.J. Macken  
Solicitor  
Sydney

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

J. Petrovic  
Transferee(s)

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 72640 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 20<sup>th</sup> day of September 1965.  
Signed in the presence of

[Signature] } Joseph J. Clark  
[Signature] } John Irvine

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

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

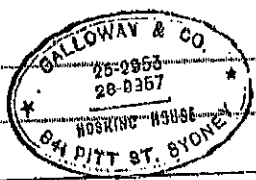
\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 119 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 £500 or to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, sub-mortgage or lease, the Transferor must accept personally.

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

No **K 141485**

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



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

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_

Received Docs.  
Nos.  
Receiving Clerk.

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

I, **AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED**

mortgagee under Mortgage No. **193550**  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at *Sydney* this *20th* day of *September* 19*65*.  
 Signed ~~in my presence~~ by **Joseph Frederick Marks**  
 SIGNED in my presence by **Joseph Frederick Marks**  
 and **Peter Currie** as the duly constituted attorneys of **AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED** who are personally known to me.  
*E. Jackson*  
**E. Jackson**

day of *September* 19*65*.  
**AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED**  
 By its Attorneys  
*Joseph Frederick Marks*  
*Peter Currie*  
 Mortgages.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	<b>MEMORANDUM OF TRANSFER</b> <i>Exempt from stamp duty</i> <b>M.T.P.D.</b> <i>marginals</i> <i>Subject to Covenant.</i>
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.)	
Signed by	on <i>21-11-1965</i> at <i>10 AM</i> <i>J. Watson</i> Registrar-General

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Recorder	<i>W</i>	<i>17/11/65</i>
Draft written	<i>OS</i>	<i>22/11/65</i>
Draft examined	<i>CH</i>	<i>22/11/65</i>
Diagram prepared	<i>OS</i>	<i>24/11/65</i>
Diagram examined	<i>OS</i>	<i>24/11/65</i>
Draft forwarded	<i>OS</i>	<i>24/11/65</i>
Supt. of Engineer's		
Cancellation Clerk	<i>OS</i>	<i>17/11/65</i>

v.10176 Vol.180

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



R.P. 13A. No. J 829398

New South Wales

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

FEES:— £  
 Lodgment 1  
 Endorsement 1  
 17/11/64  
 £ 5:5



(Trusts must not be disclosed in the transfer.)

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

We, JOHN ALLEN TAYLOR of Wairoonga, Salesman and  
ALEXANDER FRANK COMDRILL of Wairoonga, Company Director,

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand and seventy pounds

(£ 1070, 0, 0) (the receipt whereof is hereby acknowledged) paid to us by  
WILHELM WIELAND

do hereby transfer to

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

the said WILHELM WIELAND of Lot 15 Burdakin Road, Quakers Hill,  
Poultry Farmer,  
 (herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number...") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section... D.P. ...").

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	GIDLEY	PART	7790	29 30	Being Lot 15 on Deposited Plan 28833.
Excepting thereout the transferors' estate and interest in all minerals lying within the said land.					

Unless authorized by Reg. 68 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

And the transferee covenant(s) with the transferor's as follows:-

(a) That no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 14, 16 and 62 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favor of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

(b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

d Strike out if unnecessary, or suitably adjust.

(i) If any easements are to be created or any exceptions to be made; or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 85 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

Easement D 92305.

g A very short note will suffice.

h 47-2 K 115-1

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

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

Execution may be proved where the parties are resident:-

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

(b) in the United Kingdom signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

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

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

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

Signed at Sydney the 16<sup>th</sup> day of Nov. 1964.

Signed in my presence by the transferors

WHO IS PERSONALLY KNOWN TO ME

PHW Enchman  
Solicitor,  
Sydney

John Taylor  
Transferor

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Austin Blair  
Solicitor  
Sydney

A. Blair  
Transferee(s)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 72640 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 17<sup>th</sup> day of Nov. 1964.

Signed in the presence of-

John F. Clark  
John Currie

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

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ and declared that he personally know the attesting witness to this instrument and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with such 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 the firm) is permitted only where the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument creates some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

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

**J 829398**

LODGED BY PRIDDLE GOSLING DALRYMPLE &

STUART,

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

Solicitors  
 17 Castlereagh Street,  
 SYDNEY, 28-4641.

**FEES.**

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

- (a) £8 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £8. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 8s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
  - (i) Where a restrictive covenant is imposed; or
  - (ii) A new easement is created; or
  - (iii) A partial discharge of mortgage is endorsed on the transfer.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging despatch.

1 _____	} Received Docs. Not. Receiving Clerk.
2 _____	
3 _____	
4 _____	
5 _____	
6 _____	

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.— Before execution read marginal note.)

**I, AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED**

mortgages under Mortgage No. **J193550**

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 loan comprised in such mortgage.

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

Dated at Sydney the Ninth day of November 19 64

Signed in my presence by **Joseph Frederick Marks**  
 and **Peter Currie** as the duly constituted attorneys of **AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED** who are personally known to me.

**AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED**

By its Attorneys

*Joseph F. Marks*  
*Peter Currie*  
 Mortgagees.

*B. Jackson*

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to covenant - run of minerals.</i>
Checked by	Particulars entered in Register Book.  <b>M.P.D.</b>
Passed (in S.D.B.) by	on <i>9.12.1964</i>
Signed by	at <i>4.02 P.M.</i> <i>Jaworski</i> Registrar-General.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>JK</i>	<i>11/12/64</i>
Draft examined	<i>JK</i>	<i>11/12/64</i>
Diagram prepared	<i>JK</i>	<i>11/12/64</i>
Diagram examined	<i>JK</i>	<i>11/12/64</i>
Draft forwarded	<i>JK</i>	<i>11/12/64</i>
Supt. of Engrossers	<i>JK</i>	<i>11/12/64</i>
Cancellation Clerk	<i>JK</i>	<i>11/12/64</i>

Vol. **9895** Fol. **246**

LEAVE THESE SPACES FOR DEPARTMENTAL USE



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



R.P. 13A. No. **J 967499**

New South Wales

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



RECEIVED  
 Lodgment 11/10/10  
 Endorsement  
 5-10  
 3-15  
 2/1/15

(Trusts must not be disclosed in the transfer.)

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

WE, JOHN ALLAN TAYLOR of Wahroonga, Salesman,  
 and ALEXANDER FRANK GOWDRIE of Wahroonga,  
 Company Director.

(herein called transferors)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One Thousand and Sixty Five Pounds (£1,065.0.0.)

(£1,065.0.0.) (the receipt whereof is hereby acknowledged) paid to us by RONALD ERNEST ELLIOTT and DONALD ALFRED McMILLAN

do hereby transfer to

RONALD ERNEST ELLIOTT of 20 Homeale Crescent, Hurstville, Metal Polisher,  
 and DONALD ALFRED McMILLAN of 27 Lloyd Street, Oatley, Fitter.

As tenants in common in equal shares. (herein called transferees)

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Gisley	Part	7790	29 & 30	Lot 64 D.P. 28833

"excepting thereout the transferors estate and interest in all minerals lying within the said land."

9/14

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

The description may refer to the defined residue of the land in a certificate of grant (e.g. "And being residue after transfer number ...") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General (e.g. "and being Lot ... section ... D.P. ...").

Unless authorized by Reg. 59 Conveyancing Act, Regulations, 1901 a plan may not be annexed to or endorsed on this transfer form.

966838

1023881

1023881

And the transferees covenant(s) with the transferors

a. That no fence shall be erected on the said land to divide it from the Transferors' adjoining lots 63, 65 and 67 Deposited plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.

b. That the Transferees shall not at any time hereafter excavate earth away or remove or permit to be excavated carried away or removed any earth clay or gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant a. shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

if the one is unnecessary, or  
equally adjust  
(b) if any easements are to  
be granted or any excep-  
tions to be made; or  
(c) if the statutory coven-  
ants implied by the Act  
are intended to be varied  
or modified.

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

ENCUMBRANCES, &c., REFERRED TO.

\* A very short note will suffice.

St 437-1 X 1165-1

16238RP1

16238RP1

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

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

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

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

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

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

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

Signed at SYDNEY the 5<sup>th</sup> day of April 1965.  
Signed in my presence by the transferors JOHN ALLAN TAYLOR and ALEXANDER FRANK COWDRILL who are PERSONALLY KNOWN TO ME  
*John Taylor*  
*Alexander Cowdrill*  
Transferors

Signed in my presence by the transferees RONALD ERNEST SILLETT and DONALD ALFRED McMILLAN who are PERSONALLY KNOWN TO ME  
*R. E. Elliott*  
*D. A. McMillan*  
Transferees

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

MEMORANDUM AS TO NON-REVOCAION OF POWERS OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 72640 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at SYDNEY the 5<sup>th</sup> day of April 1965  
Signed in the presence of—  
*James L. Clarke*  
*John L. Clarke*

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

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person liable or negligently certifying liable to a penalty of \$20; also a damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

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

**J 967499**

LODGED BY



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

**FEES.**

- The Fees, which are payable on lodgment, are as follows:—
- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
  - (b) A supplementary charge of £1 is made in each of the following:—
    - (i) Where a restrictive covenant is imposed; or
    - (ii) A new easement is created; or
    - (iii) A partial discharge of mortgage is endorsed on the transfer.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1	
2	
3	
4	
5	
6	
7	

Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

I, **AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED**

mortgagee under Mortgage No. J193550

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at Sydney this **fifth** day of **April** 19**65**.


Signed and witnessed by  
 SIGNED in my presence by **Joseph Frederick Marks**  
 and **Peter Currie** as the duly constituted  
 attorneys of **AUTOMOBILE AND GENERAL  
 FINANCE COMPANY LIMITED** who are personally  
 known to me as personally known to me.

**AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED**

By Its Attorneys

*Joseph F. Marks*  
*Peter Currie*  
 Mortgagee.

**E. Jackson**

INDEXED	<b>MEMORANDUM OF TRANSFER</b>
	<i>See all minutes</i>
	<i>Subject is contained</i>
Checked by	Particulars entered in Register Book.
	<b>M.P.D.</b>
Passed (in S.D.B.) by	
Signed by	on <b>9-6-1965</b>
	at <b>10 AM</b>
	<i>E. Jackson</i>
	
	Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>JP</i>	<i>1/5/65</i>
Draft examined	<i>JP</i>	<i>1.5.65</i>
Diagram prepared	<i>JP</i>	<i>2/5/65</i>
Diagram examined	<i>JP</i>	<i>2/5/65</i>
Draft forwarded	<i>JP</i>	<i>2/5/65</i>
Supt. of Engrs. & Supt.	<i>JP</i>	<i>17/6/65</i>
Cancellation Clerk		

Vol. **10025** Fol. **221-220**

*Transfer 3996108 to follow*

16238RP1

16238RP1





L806478 (2)

FORM FOR SIMPLE TRANSFER WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

New South Wales

## MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)



Free— (2) s. d.  
 Lodgment  
 Endorsement

(Traits must not be disclosed in the transfer.)

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

If a line erases, strike out "in fee simple" and interline the required alteration.

State in full the name of the person who furnished the consideration money.

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

The description may refer to the defined residue of the land in a certificate or grant (eg. "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar-General (eg. "and being lot 550, D.P. "). Unless authorised by Reg. 63 of the Conveyancing Act 1919-1954, a plan may not be attached to or endorsed on this transfer form.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, or a Commissioner for Affidavits, or a person whom the Transferor is allowed to appoint. If the attesting witness should appear before one of the above mentioned persons who having questioned the witness should sign the certificate on the back of this form.

In instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 106 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

Repeat attestation if necessary.

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

WE, JOHN ALLEN TAYLOR of Wahroonga, Salesman, and ALEXANDER FRANK COWDRILL of Wahroonga, Company Director. (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE THOUSAND AND SIXTY FIVE POUNDS (£1065.0.0) (& 1065.0.0) (the receipt whereof is hereby acknowledged) paid to us by

MARABE OLAH of 232a Hambleton Road, Quakers Hill, and LIONA OLAH do hereby transfer to

MARABE OLAH of 232a Hambleton Road, Quakers Hill and LIONA OLAH, his wife (herein called transferee) as Joint Tenants.

ALL such our Estate and Interest in ALL the land mentioned in the schedule following:

County	Parish	Reference to Title		Description of Land (If part only) d
		Whole or Part	Vol. Fol.	
CUMBERLAND	GIDLEY	Part	7790 29	Being Lot 62 in Deposited Plan No. 28833
CUMBERLAND	GIDLEY	Part	7790 30	

Excepting thereout the Transferors' estate and interest in all minerals lying within the said land.

And the Transferees jointly and severally covenant with the Transferors in terms of Annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO

Easement for electricity as in Transfer D. 392305

Signed at Sydney the 25<sup>th</sup> day of June, 1964.

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

[Signature]  
[Signature]

[Signature]  
 Transferor

Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME

[Signature]  
[Signature]

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

[Signature]  
[Signature]  
 Transferee(s)

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-attachment 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 (except a negligently certifying liable to a penalty of \$50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

5c 47—W K 1163 V. C. M. BIRTH, Government Printer

2

This is the Annexure marked "A" referred to in MEMORANDUM OF TRANSFER dated 25<sup>th</sup> June 1964 made between JOHN ALLEN TAYLOR and ALEXANDER FRANK CONDRILL of the one part and MICHAEL OLAH and ILONA OLAH of the other part,  
MIRROLY

AND the Transferees jointly and severally covenant with the Transferors:-

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining lots 11, 12, 13, 14, 15, 16, 63 and 95 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favor of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected,
- (b) That the Transferees shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

SIGNED in my presence by the Transferors who are personally known to me:

*John Allen Taylor*  
*Alexander Frank Condrill*

*John Taylor*  
*Alexander Condrill*  
*Ilona Olah*  
*Michael Olah*

SIGNED in my presence by the Transferees who are personally known to me:

*Michael Olah*  
*Ilona Olah*

X *Michael Olah*  
*Ilona Olah*

B

M.P.D

DN

THIS CO BE LEFT

L806478

LODGED BY A. S. LAMROCK & SON  
 SOLICITORS  
 PENRITH

No. \_\_\_\_\_ **PARTIAL DISCHARGE OF MORTGAGE**  
 (N.B.—Before execution read margin/spot)  
**WE, AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED**  
 mortgagee under Mortgage No. J193550  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at Sydney this 12th day of May 1966.  
 Signed in my presence by Joseph Frederick Marks and Peter Curria, the duly constituted attorneys of **AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED** who are personally known to me.  
 By Its Attorneys  
Joseph F. Clarke  
Peter Curria  
 Mortgagee.

Person Discharged

**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. 72640 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 12th day of May, 1966.  
 Signed in the presence of  
Joseph F. Clarke  
Peter Curria

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED 	MEMORANDUM OF TRANSFER <u>Subject to loanant</u>		DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing	
	Checked by <u>AB/19</u> <u>21/5/70</u>	Particulars entered in Register Book, Volume <u>7790</u> Folio <u>29</u> <u>7790</u> <u>30</u>	1 _____	4 _____
	Passed (in S.D.B.) by <u>AB/19</u>	on <u>27.5.1970</u> at <u>8pm</u>	2 _____	5 _____
	Signed by <u>AB/19</u>	<u>J. Jackson</u> Registrar-General	3 _____	6 _____
			Received Does Nos.	Receiving Clerk

**PROCESS RECORD**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<u>AB</u>	<u>15.5.70</u>
Draft examined	<u>AB</u>	<u>17.5.70</u>
Diagram prepared	<u>AB</u>	<u>19.5.70</u>
Diagram examined	<u>AB</u>	<u>20.5.70</u>
Draft forwarded	<u>AB</u>	<u>20.5.70</u>
Supt. of Engrossers	<u>AB</u>	<u>2.6.70</u>
Cancellation Clerk	<u>AB</u>	<u>2.6.70</u>

**FEEs.**

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

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the Certificate of Title or Crown Grants, otherwise £3. Where such land is to be endorsed on more than one folio of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant so first.
- (b) A supplementary charge of £1 is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.

L806479 to follow.

JUL 11 '3 21 1945

MEMORANDUM OF TRANSFER  
Real Property Act 1900



*Plan of 12.10  
L 12.10  
11.7.45*

THE INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED (hereinafter called "Grantor") 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 **N 8 6 45 K** of the sum of Ten Pounds (£10.) (the receipt whereof is hereby acknowledged) by THE SYDNEY COUNTY COUNCIL (hereinafter called the Council) doth **N 8 6 45 K** and transfer unto the said Council for a period of twenty years from the date hereof full right leave liberty and license for the said Council its agents servants workmen and contractors to lay down erect construct and place repair renew maintain and remove overhead low tension electricity mains wires cables posts poles and other apparatus for the transmission of electric current and for purposes incidental thereto through over in or upon all that piece or parcel of land situated in the County of Cumberland and Parish of Sidley being part of the land comprised in Certificate of Title Registered Volume 3873 Folio 65 as shown on plan hereunto annexed marked with the letter "A" and being the strip of land ten feet wide shown thereon AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining through over or along the said land and the said electricity mains when constructed TOGETHER WITH power for the said Council its servants agents and workmen either with or without horses and vehicles to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for carrying overhead electricity mains and cables or other apparatus in or above or over the said land or any part thereof AND TOGETHER WITH full right leave liberty and license to cut and trim trees branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing on the said land PROVIDED THAT the Council shall not knowingly permit or suffer any person other than its officers servants agents contractors and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the said land AND PROVIDED FURTHER that the Council shall not be under any obligation or in anywise be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land AND the Grantor doth hereby for itself and other the owner or owners from time to time of the land comprised in the said Certificate of Title Volume 3873 Folio 65 covenant with the said Council that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said wires cables or other apparatus or interfere with the free flow of electric current or power through over or along the said land AND that if any such damage or injury be done or interference be made the said Grantor or other the owner or owners from time to time as aforesaid will forthwith pay the cost to the Council of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current or power as aforesaid AND for the consideration aforesaid the Council doth hereby covenant with the Grantor its successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electrical current or power or wires cables posts poles and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under the Council and that the Council will at its own cost and charge pay for all damage and injury arising to the Grantor or to any other persons or person in consequence of any breach or non-observance of this covenant AND IT IS HEREBY AGREED that a memorial or notification hereof shall be endorsed upon the said Certificate of Title and the Registrar General is hereby required to endorse such memorial or notification accordingly.

*off  
map  
con. called*

ENCUMBRANCES &c. REFERRED TO.

N11.  
SIGNED at Sydney the eleventh day of April 1945  
THE COMMON SEAL of THE INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED was hereunto affixed by

Given under the hand of the Company at Sydney this eleventh day of April 1945  
*Thomas [Signature]*  
Directors  
in the presence of  
Accepted and it is hereby certified that this transfer is correct for the purposes of the Real Property Act  
*[Signature]*  
Deputy Registrar General

in the presence of:-  
THE COMMON SEAL of THE SYDNEY COUNTY COUNCIL was hereunto duly affixed in pursuance of the General Manager's Signed Order dated the Twentyfirst day of March 1944 and numbered 5700 and in the presence of the Chairman and General Manager of the Council whose signatures appear opposite hereto:-

IN PURSUANCE OF THE NATIONAL SECURITY (ECONOMIC ORGANIZATION) REGULATIONS, I HEREBY CONSENT TO THE WITHIN TRANSACTION DATED THIS 28 DAY OF June 1945

*H. A. Hunt*  
DELEGATE OF THE TREASURER  
OF THE COMMONWEALTH OF AUSTRALIA



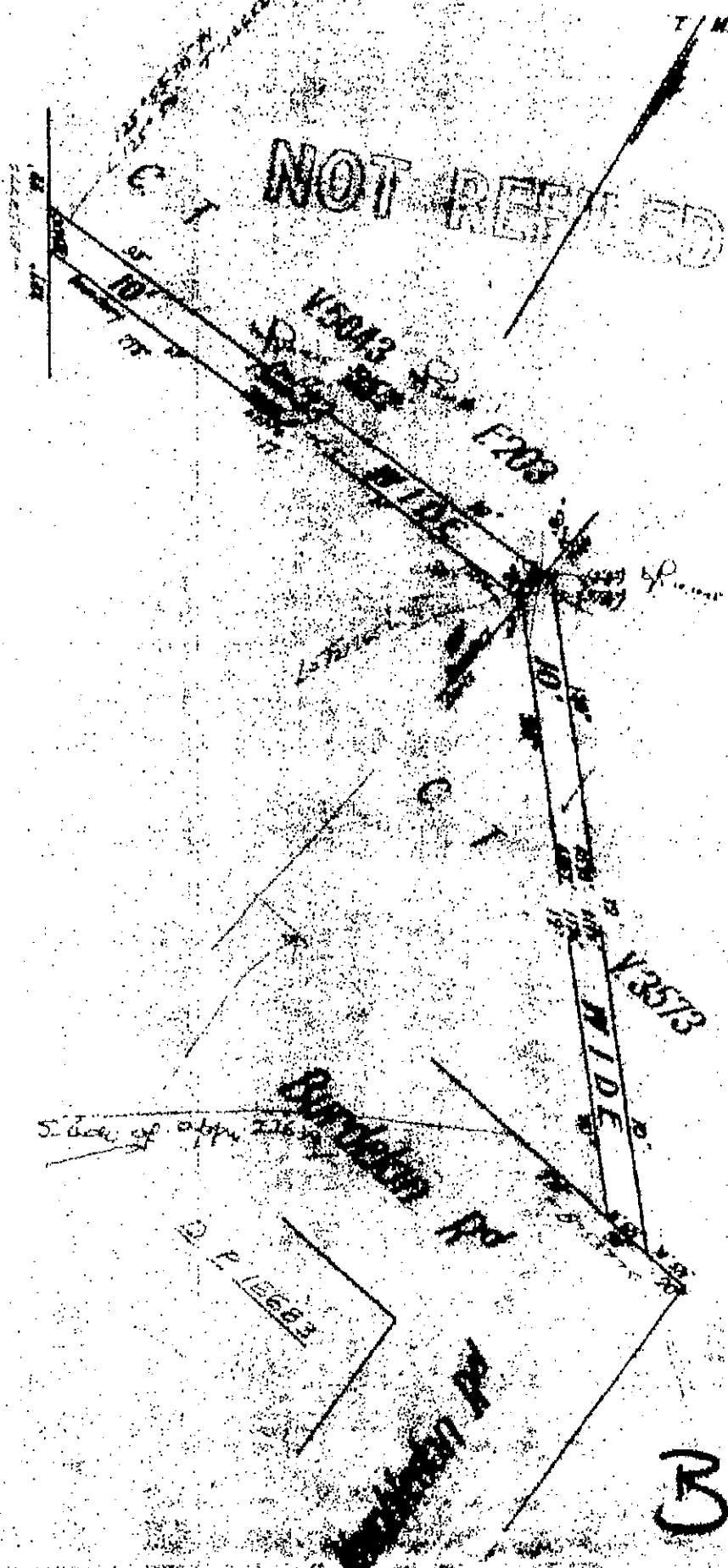


of part of land in Certs of Vol V3573 F65 & V5043 F203  
P<sup>h</sup> of Gidley C<sup>o</sup> of Cumberland

Scale 40' to an inch

Burdekin Rd

NOT REVIEWED




1395000 If and grant of  
Easement <sup>affected</sup> part of Port ~~to (the)~~  
12 (P<sup>th</sup>) Gardiner Road Shire of  
Blacktown

BARTIER, PERRY & PURCELL

The Sydney County Council  
Transfer

Particulars entered in Register Book  
Vol 3573 Fol 65

the 27th day of June, 1946, at  
12.0: clock noon

J. H. Purcell  
Registrar General  


EXTRA FEES  
Extra Folios...  
16.

INDEXED  
BY  
CHECKED BY

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

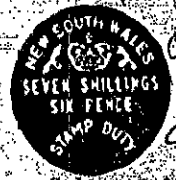
Files  
 Lodgment 2  
 Endorsement 5  
 Certificate 2



R.P. H 609250

New South Wales

MEMORANDUM OF TRANSFER  
 (REAL PROPERTY ACT, 1900)



1960  
 9721286  
 We, JOHN ALLEN TAYLOR of Wahroonga, Salesman and  
 ALEXANDER FRANK COWDRILL of Wahroonga, Company Director,

(Trusts must not be disclosed in the transfer.)

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

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

(herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

(£ 1065 ) (the receipt whereof is hereby acknowledged) paid to us by  
 GEORGE NEMER KHOURI

do hereby transfer to

the said GEORGE NEMER KHOURI of 312 George Street,  
 Windsor, Milk Bar Proprietor.  
 (herein called transferee)

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

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... of ... DP ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ...".

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1930, should accompany the transfer.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	GIDLEY	PART	7790	29 & 30	Being Lot 16 on Deposited Plan 28833

And the transferee covenant(s) with the transferors:

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 18 and 62 on Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or for the purpose of building a dam or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void. The burden of the foregoing covenants is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

ENCUMBRANCES, &c., REFERRED TO:

Engagement reserved by Transfer D 392305

Strike out if unnecessary, or suitably adjust.

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

A very short note will suffice.

K 1162-2 4-2078-2



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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

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

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consul Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and 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 such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 26<sup>th</sup> day of August 1960.  
Signed in my presence by the transferors }  
WHO IS PERSONALLY KNOWN TO ME }  
[Signature]  
[Signature]  
Transferor.

Signed in my presence by the transferee }  
WHO IS PERSONALLY KNOWN TO ME }  
[Signature]  
Transferee(s).

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non revocation on back of form signed by the attorney before a witness.  
† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person liable or negligently certifying liable to a penalty of £50; and to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains any special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being certified by signature or initials in the margin, or noticed in the attestation.  
K 1107-2 51 2070-2

*Returns No Liabilities*  
*(Mortgage)*  
**H 609250**

LODGED BY **W. A. KAY, DAVIES & CHAMBERS**  
 SOLICITORS  
 SILLAR,  
 14 GEORGE STREET  
 SYDNEY  
 ANGLE 18355 BL-1228 28-4641

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

**FEE'S.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) Where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of 10s. is made in each of the following—  
 (i) where a restrictive covenant is imposed; or  
 (ii) a new easement is created; or  
 (iii) a partial discharge of mortgage is endorsed on the transfer.  
 (c) Where a new Certificate of Title must issue the scale charges are—  
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagrams;  
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
 (iii) as ascertained where more than one simple diagram, or an extensive diagram, will appear.  
 Where the foregoing exceeds 15 folios, an amount of 5s. per folium extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging draft.

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_

Received Docs.  
 Nos.  
 Receiving Clerk.

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

**J. THE INTERCOLONIAL INVESTMENT LAND AND BUILDING COMPANY LIMITED** mortgagee under Mortgage No. G 721286  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at Sydney this Twentyfirst day of July 1960.  
 J. THE INTERCOLONIAL INVESTMENT LAND AND BUILDING COMPANY LIMITED was hereto affixed by Order of the Board of Directors in the presence of  
*[Signature]* Secretary.  
*[Signature]* Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
<i>[Initials]</i>	<i>Covenant</i>
Checked by	Particulars entered in Register Book, Volume <i>7790</i> folio <i>29230</i>
Passed (in A.D.) by	<i>[Signature]</i> the <i>21st</i> day of <i>July</i> 19 <i>60</i> at _____ minutes past <i>11</i> o'clock in the _____ of <i>Sydney</i> .
Signed by	<i>[Signature]</i> Registrar

**PROGRESS RECORD.**

	Initials	Date
Sent to Surrey Branch		
Received from Records	<i>[Initials]</i>	<i>18-10-60</i>
Draft written	<i>[Initials]</i>	<i>17/10/60</i>
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. etc.		
Cancellation Clerk		

Vol. **8017** FOR **134**

*H609250 to follow*





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

Lengths are in metres

Sheet 1 of 2 sheets

**PART 1**

**DP1000696**

Plan of Subdivision of  
Lot 15 in D.P. 28833  
Covered by Council Certificate  
No. 10053 of 25.3.99.

Full name and address of  
Proprietors of the land.

Wieland & Son (NSW) Pty Limited  
ACN 001 322 434  
10 Burdekin Road, Quakers Hill

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

**Right of Carriageway 3.5 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

151

152

2. Identity of Restriction secondly referred  
to in the abovementioned plan.

**Restriction on the Use of Land.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

152

The Council of the City of Blacktown

**PART 2**

**TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

A Right of Carriageway 3.5 metres wide within the meaning of Part 1 of Schedule 8 of the Conveyancing Act 1919, But such Right of Carriageway shall only exist until such time as alternate access is available to lot 152 or it is re-subdivided whichever is the earlier.

**TERMS OF RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

No development shall be permitted on the burdened lot unless approved by the Council of the City of Blacktown.

**NAME OF PERSON OR AUTHORITY WHO'S CONSENT IS REQUIRED TO RELEASE THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The Council of the City of Blacktown

Approved by the Council of the City of Blacktown

.....  
Authorised Person

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

Lengths are in metres

Sheet 2 of 2 sheets

**PART 2**

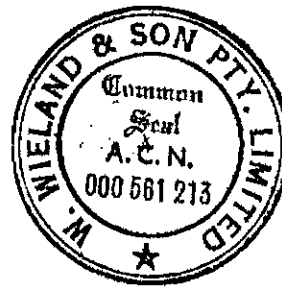
Plan of Subdivision of  
Lot 15 in D.P. 28833  
Covered by Council Certificate  
No. 10153 of 25.3.99.

DP 1000696

**NAME OF PERSON OR AUTHORITY EMPOWER TO RELEASE, VARY OR MODIFY THE  
RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The Council of the City of Blacktown

The Common Seal of  
Wieland & Son (NSW) PTY LIMITED  
was hereunto affixed by  
authority of the board in  
the presence of :



*[Signature]*  
.....  
Director/Secretary

Mortgagee under Mortgage No. 2215395

Signed at Sydney this 14TH day of  
APRIL 1999 for National

Australia Bank Limited ABN 61 000 044 937  
by **Fiona Mary FERGUSON** its duly appointed  
Attorney under Power of Attorney  
No. 849 Dork 5/99

*[Signature]*  
.....  
Manager

*[Signature]*  
.....  
Witness's Name: **GERALDINE L. MIGUEL**  
255 George Street, Sydney NSW

Approved by the Council of the City of Blacktown .....  
Authorized Person

REGISTERED 5.5.1999

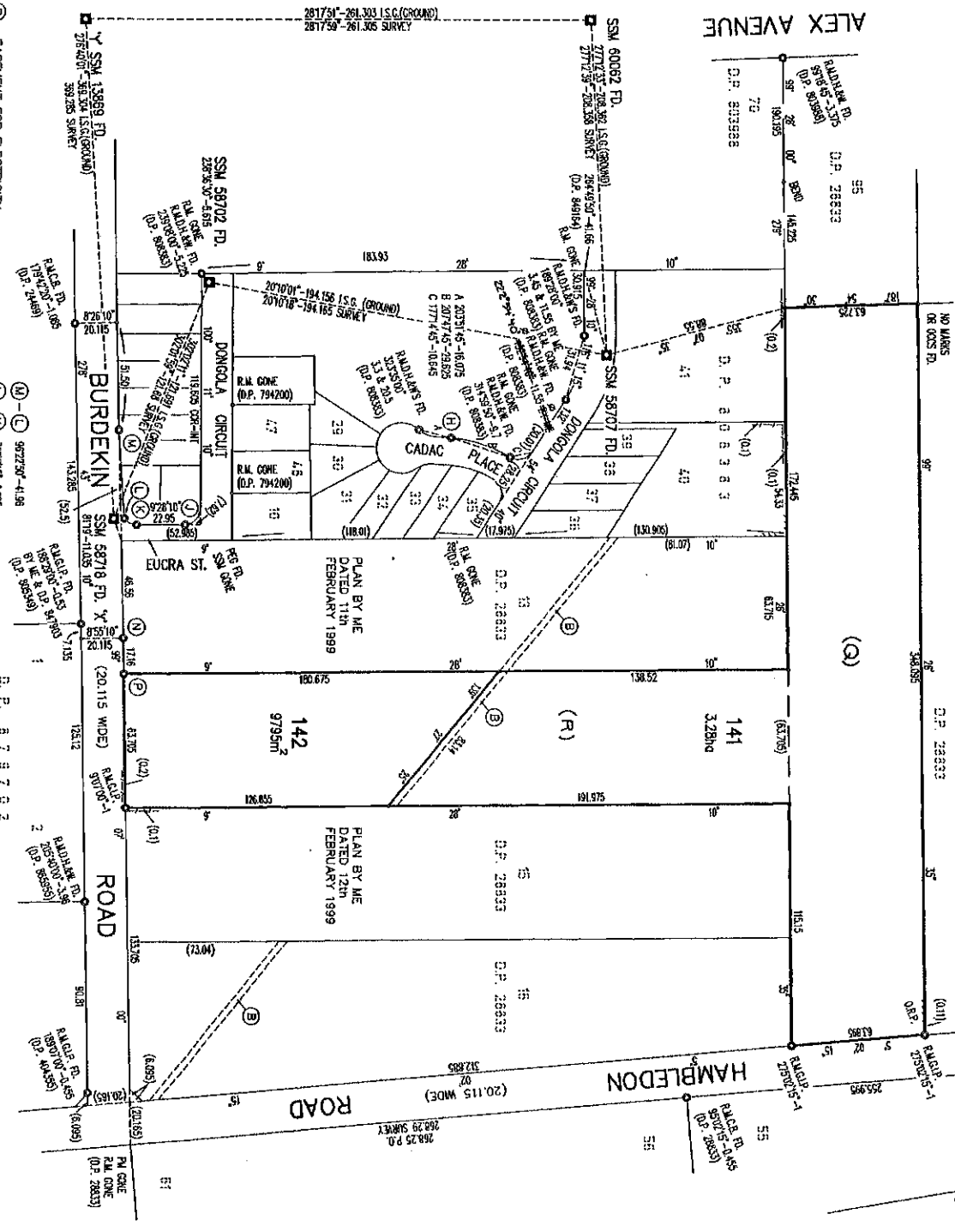
SEALERS, SEALS AND STATEMENTS of retention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

*MA Torrens*  
*Stuvia Torrens*

No.	REFERENCE	TYPE
H	284100/45 3.4 & 9.5	D.H.&W.S. FD. (D.P. 808383)
J	329281/10 4.75	D.H.&W.S. FD. (D.P. 808383)
K	279281/10 3.35	D.H.&W.S. FD. (D.P. 808383)
L	20711/00 4.985	D.H.&W.S. FD. (D.P. 808383)
M	335272/00 4.485 BY ME	D.H.&W.S. FD. (D.P. 808383)
N	R.M. GONE 8.5500" 1	C.B. FD. (D.P. 808383)
P	9307/00 1	C.B. FD. (D.P. 28833)

MARK	(I.S.G. CO-ORDINATES)	ZONE	ACC.
SM 58718	28970.221	NORTHING	4
SM 58719	28967.002	NORTHING	4
SM 58702	28946.702	NORTHING	4
SM 58706	28953.344	NORTHING	2

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM G. & L. M. AT COMBINED SEA LEVEL & L.S. FACTOR USED 0.99993



Council Certificate

1. I hereby certify that—

(a) the requirements of the Land Management Act, 1999 (other than section 10) have been complied with in relation to the proposed subdivision; and

(b) the requirements of Part 3, Section 2, of the Public Works Act (Consolidation) Act 1991 of the Territory have been complied with in relation to the proposed subdivision.

Date: 11 May 1999  
 Signature: [Signature]  
 General Manager/Territory Director

(B) EASEMENT FOR ELECTRICITY PURPOSES 3.05 WIDE (VIDE D392305)

(Q) LAND EXCLUDES MINERALS AND COVENANT - H 993502

(M) - L 962250 - 4.186  
 (N) - K 353015 - 4.685

D.P. 8 7 3 7 3 2

DP1000239 (E)

Registered 13/4/1999  
 CA. NO. 101/52 OF 23.2.1999

Title System: TORRENS

Purpose: SUBDIVISION

Reference: U 8267-94#

Last Plan: D.P. 28833

PLAN OF BOUNDARY ADJUSTMENT OF LOT 14 & LOT 62 IN D.P. 28833

Lengths are in metres. Reduction Ratio 1:500

LCA: BLACKTOWN

Locality: SCHOFIELDS

Parish: GIDLEY

County: CUMBERLAND

This is sheet 1 of my plan 1111 sheets. (Delete if inapplicable)

ANTHONY GEORGE KELLNER  
 NORTH WESTERN SURVEYS PTY. LTD.  
 of 1/111 ROUNDFORD ROAD, BLACKTOWN, 2148

1999 was completed on 10/11 FEBRUARY, 1999

DATE: 11/05/1999  
 SIGNATURE: [Signature]  
 SURVEYOR/GEOMETRIAN

Plans used in preparation of survey/development:  
 D.P. 865955 D.P. 404335  
 D.P. 849154 D.P. 28833  
 D.P. 808383 D.P. 24466  
 D.P. 803988  
 D.P. 794200

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

(1) RESTRICTION ON THE USE OF LAND

AMENDMENTS MADE IN L.T.O. VIDE 1500/5/99

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON  
USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B,  
OF THE CONVEYANCING ACT, 1912.**

Sheet 1 of 1 sheet

**PART 1**

**DP1000239**

Plan of Subdivision of  
Lot 14 and Lot 62 in D.P. 28833  
Covered by Council Certificate  
No. 1052 of 28.3.1999

Full name and address of  
Proprietors of the land.

Michael & Savera Farrugia  
8 Burdekin Road, Quakers Hill

1. Identity of Restriction firstly referred  
to in the abovementioned plan.

**Restriction on the Use of Land.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

141

The Council of the City of Blacktown

**PART 2**

**TERMS OF RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

No development shall be permitted on the burdened lot unless approved by the Council of the  
City of Blacktown.

**NAME OF PERSON OR AUTHORITY EMPOWER TO RELEASE, VARY OR MODIFY THE  
RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The Council of the City of Blacktown

Signed in my presence by the said:  
Michael Farrugia & Savera Farrugia  
who are personally known to me:

*MA Farrugia*  
.....  
Michael Farrugia

*SYLVIA Farrugia*  
.....  
Savera Farrugia

*W. Theodore SP*  
.....  
Signature of Witness

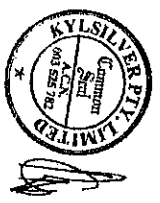
*W. THEODORE SP*  
.....  
Name of Witness

Approved by the Council of the City of Blacktown

*[Signature]*  
.....  
Authorised Person



STANDARD SEALS AND STATEMENTS OF INTENTION TO DEDICATE public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



SUNCOOP-4467WAY LIA AGN,  
010 817 722 BY ITS ATTORNEY  
V. 430 MONROSO CIRCLE

WHO CERTIFIES THAT THEY ARE A  
TRUSTED ATTORNEY FOR SUNCOOP  
RESERVE NO 172 OF WHICH THEY ARE A  
MEMBER AND THAT THE ABOVE  
MENTIONED PRESENCE BY  
THE SAID ATTORNEY IS  
THEIR OWN KNOWLEDGE

WITNESSES

PLAN APPROVED  
Land District: .....  
Page No.: .....  
Field Book: .....

Crown Land Office Approval

1. I hereby certify that:-  
(a) The requirements of the Land Management Act 1978 (Law of 1978) and the requirements of the regulations of 1980, and  
(b) The requirements of the regulations of 1980, and  
(c) The requirements of the regulations of 1980, and  
(d) The requirements of the regulations of 1980, and  
(e) The requirements of the regulations of 1980, and  
(f) The requirements of the regulations of 1980, and  
(g) The requirements of the regulations of 1980, and  
(h) The requirements of the regulations of 1980, and  
(i) The requirements of the regulations of 1980, and  
(j) The requirements of the regulations of 1980, and  
(k) The requirements of the regulations of 1980, and  
(l) The requirements of the regulations of 1980, and  
(m) The requirements of the regulations of 1980, and  
(n) The requirements of the regulations of 1980, and  
(o) The requirements of the regulations of 1980, and  
(p) The requirements of the regulations of 1980, and  
(q) The requirements of the regulations of 1980, and  
(r) The requirements of the regulations of 1980, and  
(s) The requirements of the regulations of 1980, and  
(t) The requirements of the regulations of 1980, and  
(u) The requirements of the regulations of 1980, and  
(v) The requirements of the regulations of 1980, and  
(w) The requirements of the regulations of 1980, and  
(x) The requirements of the regulations of 1980, and  
(y) The requirements of the regulations of 1980, and  
(z) The requirements of the regulations of 1980, and

REFERENCE MARKS

No.	REFERENCE	TYPE
H	284700.45° 1.4 & 9.5	D.H.&W. FD. (D.P. 808383)
I	279281.0° 3.3	D.H.&W. FD. (D.P. 808383)
J	274249.10° 4.78	D.H.&W. FD. (D.P. 808383)
K	279281.0° 3.35	D.H.&W. FD. (D.P. 808383)
L	2017.00° 4.885	D.H.&W. FD. (D.P. 808383)
M	136277.00° 4.485 BY ME	D.H.&W. FD. (D.P. 808383)
N	8743.10° 0.5	C.B. FD. (D.P. 808383)
O	895.00° 1	G.I.P. FD. (D.P. 1000279)
P	977.00°	G.I.P. FD. (D.P. 1000279)
Q	126.48° 5.1	D.H.&W. FD. (D.P. 1000678)

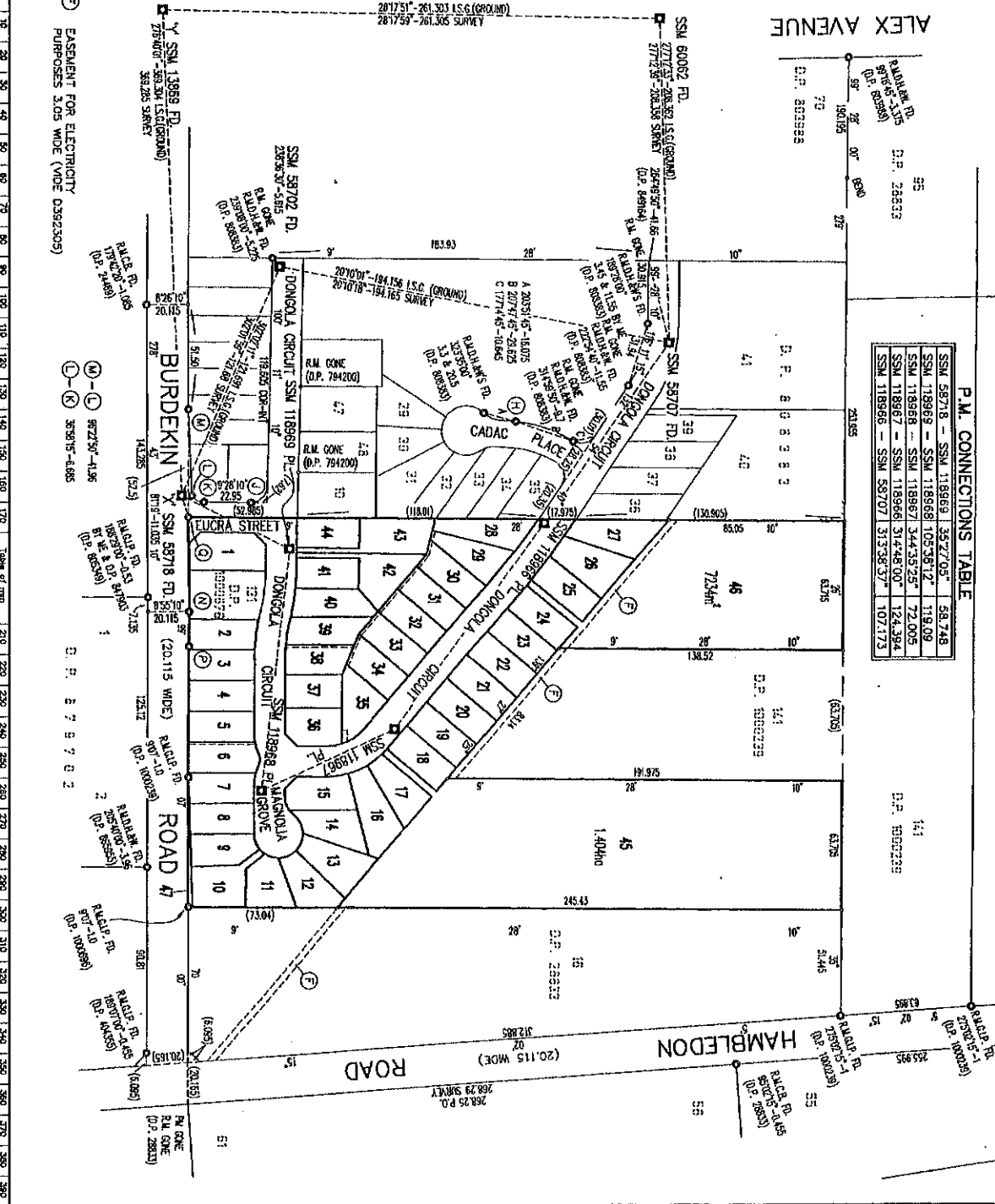
SURVEYORS (PRACTICE) REGULATION 1996 : CLAUSE 32 (2)

MARK	EASTING	NORTHING	ZONE ACC.
SSM 58718	289710.027	1288260.986	561
SSM 58702	289874.012	1288507.512	561
SSM 58702	289874.012	1288125.512	561
SSM 60062	289467.202	1288551.899	561
SSM 13889	289345.440	1288203.838	561

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM C. & L. M. AT COMBINED SEA LEVEL & L.S. FACTOR USED 0.999935

P.M. CONNECTIONS TABLE

SSM 59718 - SSM 118969	35727.05°	58.748
SSM 118969 - SSM 118968	105381.2°	119.09
SSM 118968 - SSM 118967	344352.25°	72.005
SSM 118967 - SSM 118966	314481.00°	124.394
SSM 118966 - SSM 58707	313383.37°	107.173



Registered  
CA SEE CERTIFICATE  
This System: TORBENS  
Purpose: SUBDIVISION  
Reference: U 8267-914  
Last Plan: DP 1000279, DP 1000678

PLAN  
OF SUBDIVISION OF  
LOT 132 IN D.P. 1000678  
LOT 142 IN D.P. 1000239 AND  
LOTS 151 & 152 IN D.P. 1000696  
Lengths are in meters. Reduction Rate 1:1500

LOCALITY: BLACKTOWN  
LOCALITY: SCHOFIELDS  
LOCALITY: GIDLEY  
COUNTY: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.  
(Delete if inoperative)

1. ANTHONY GEORGE KEINER  
NORTH WESTERN SURVEYS PTY LTD.  
of 1/11 ROWDON ROAD, BLACKTOWN, N.S.W.

2. A survey registered under the Surveyors Act 1978, hereby certifies that the survey represented in this plan is correct, has been made in accordance with the Surveyors Act 1978 and the regulations made thereunder on 21st December 1989.

SUBDIVISION/DEVELOPER: W.L.K.

DATUM LINE OF ORIENTATION: X-Y  
the Surveyors Act 1928

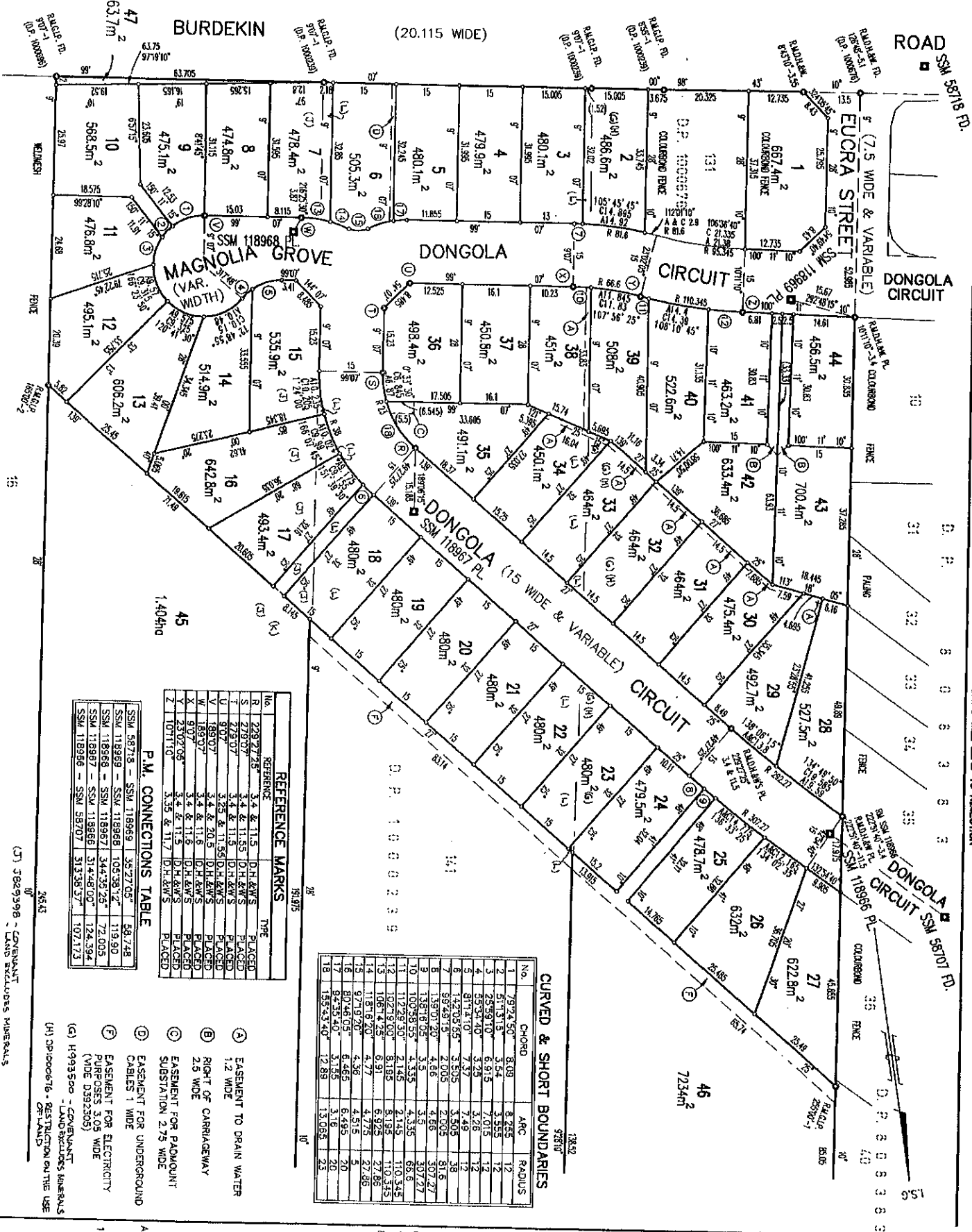
Plans used in preparation of survey/development:  
D.P. 865955 D.P. 28833  
D.P. 849184 D.P. 24489  
D.P. 808283 D.P. 1000239  
D.P. 794200 D.P. 1000596  
D.P. 404335

PLAN FOR USE ONLY for statements of intention to dedicate public roads or easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE  
1) THE EXTENSION OF DONGOLOA CIRCUIT 75 WIDE & VARIABLE  
2) MARNOLOA GROVE VARIABLE WIDTH  
3) EUCRA STREET 7.5 WIDE AND VARIABLE

TO THE PUBLIC AS ROAD

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION



No.	REFERENCE	TYPE
R	229/27/25	3.4 & 11.5 D.H.E.W.S PLACED
S	279/07	3.4 & 11.5 D.H.E.W.S PLACED
T	279/07	3.4 & 11.5 D.H.E.W.S PLACED
U	189/07	3.4 & 11.5 D.H.E.W.S PLACED
V	189/07	3.4 & 20.5 D.H.E.W.S PLACED
W	189/07	3.4 & 11.5 D.H.E.W.S PLACED
X	9/07	3.4 & 11.5 D.H.E.W.S PLACED
Y	23/07/05	3.4 & 11.5 D.H.E.W.S PLACED
Z	10/11/10	3.5 & 11.7 D.H.E.W.S PLACED

P.M. CONNECTIONS TABLE

No.	CHORD	ARC	RADIUS
1	79724.50	8.09	8.25
2	51731.8	3.54	3.55
3	25591.0	6.915	7.015
4	35524.40	3.25	3.26
5	81741.70	7.57	7.48
6	14270.65	3.505	3.505
7	99429.15	2.005	2.005
8	13878.05	4.66	3.0727
9	10058.55	4.335	4.335
10	11228.50	2.145	2.145
11	10279.00	8.195	8.195
12	10614.25	6.91	6.925
13	11819.20	4.77	4.775
14	9719.20	4.36	4.515
15	8046.05	6.465	6.495
16	5435.40	3.195	3.19
17	15543.40	12.88	13.085
18			2.5

CURVED & SHORT BOUNDARIES

Plan Drawing only to appear in this space

Registered: **DP1009284**

Registered: **14/10/2000**

This is plan 2 of 2 in 2 sheets dated 2nd DECEMBER 1999

*W. Allan*

Surveyor registered under Surveyors Act 1928

This is plan 2 of 2 in 2 sheets dated 2nd DECEMBER 1999

*Alan*

Surveyor registered under Surveyors Act 1928

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

- 1) 'A' EASEMENT TO DRAIN WATER 1.2 WIDE
- 2) 'B' RIGHT OF CARRIAGEWAY 2.5 WIDE
- 3) 'C' EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- 4) 'D' EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- 5) RESTRICTION ON THE USE OF LAND
- 6) RESTRICTION ON THE USE OF LAND
- 7) RESTRICTION ON THE USE OF LAND
- 8) RESTRICTION ON THE USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO RELEASE:-

- 1) RIGHT OF CARRIAGEWAY 3.5 FIRSTLY REFERRED TO IN D.P. 1000596

Reduction ratio: 1: 600

Surveyors' References: 10314

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

Lengths are in metres

Sheet 1 of 5 sheets

**PART 1**

**DP1009284**

Plan of Subdivision of  
Lot 132 in D.P. 1000676, Lot 142  
in D.P. 1000239 and Lot 151 &  
152 in D.P. 1000696  
Covered by Council Certificate  
No. ~~10404~~ of ~~6:3:00~~

Full name and address of  
Proprietors of the land.

Kylsilver Pty Limited  
ACN 003 525 782  
62 Croydon Street, Cronulla 2230

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

**Easement to Drain Water 1.2 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

<u>Lots Burdened</u>	<u>Lots, Roads or Authority benefited</u>
29	28
30	29 and 28
31	30, 29 and 28
32	31, 30, 29 and 28
33	32, 31, 30, 29 and 28
34	35, 33, 32, 31, 30, 29 and 28
38	35, 34, 33, 32, 31, 30, 29 and 28

2. Identity of Easement secondly referred  
to in the abovementioned plan.

**Right of Carriageway 2.5 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

<u>Lots Burdened</u>	<u>Lots, Roads or Authority benefited</u>
42	43
43	42

3. Identity of Easement thirdly referred  
to in the abovementioned plan.

**Easement for Padmount Substation 2.75  
wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

<u>Lots Burdened</u>	<u>Lots, Roads or Authority benefited</u>
35	Integral Energy Australia

Approved by the Council of the City of Blacktown

.....  
Authorised Person

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

Lengths are in metres

Sheet 2 of 5 sheets

**PART 1**

**DP1009284**

Plan of Subdivision of  
Lot 132 in D.P. 1000676, Lot 142  
in D.P. 1000239 and Lot 151 &  
152 in D.P. 1000696  
Covered by Council Certificate  
No. ~~10004~~ of ~~6:3:00~~.....

4. Identity of Easement fourthly referred  
to in the abovementioned plan.

**Easement for Underground Cables 1 wide**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

6

Integral Energy Australia

5. Identity of Restriction fifthly referred  
to in the abovementioned plan.

**Restriction on the Use of Land.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

1, 2, 3, 4, 5, 6, 7, 8, 9 and 10

The Council of the City of Blacktown.

6. Identity of Restriction sixthly referred  
to in the abovementioned plan.

**Restriction on the Use of Land.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

45 and 46

The Council of the City of Blacktown.

7. Identity of Restriction seventhly referred  
to in the abovementioned plan.

**Restriction on the Use of Land.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

2, 3, 4, 5, 6, 7, 21, 22, 23, 24, 36  
37, 38, 39, 40, 41, 42, 43, 44 and 46

The Council of the City of Blacktown.

Approved by the Council of the City of Blacktown

Authorised Person



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

Lengths are in metres

Sheet 3 of 5 sheets

**PART 1**

**DP1009284**

Plan of Subdivision of  
Lot 132 in D.P. 1000676, Lot 142  
in D.P. 1000239 and Lot 151 &  
152 in D.P. 1000696  
Covered by Council Certificate  
No. ~~1000676~~ of 6.3.00.....

8. Identity of Restriction eighthly referred  
to in the abovementioned plan.

**Restriction on the Use of Land.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

Each Lot

Every other lot

**PART 1A**

1. Identity of Easement to be released  
Firstly referred to in DP 1000696.

**Right of Carriageway 3.5 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

Lot 151 in DP 1000696

Lot 152 in DP 1000696

**PART 2**

**TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Terms of Easement for Padmount Substation as set in Memorandum Number 3021852.

**TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Terms of Easement for Underground Cables as set out in Memorandum Number 3021851.

**TERMS OF RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

No burdened lot shall be used nor shall any part thereof be used as a means of access or route to or from any part of Burdekin Road and no owner of such a lot shall pass or re-pass nor shall that owner permit or authorise any of his employees visitors or authorised persons to pass or re-pass on foot or by vehicle or otherwise across the boundary between Burdekin Road and those lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 without the consent of the said Council at its absolute discretion.

Approved by the Council of the City of Blacktown

  
Authorised Person



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

Lengths are in metres

Sheet 4 of 5 sheets

**PART 2**

**DP1009284**

Plan of Subdivision of  
Lot 132 in D.P. 1000676, Lot 142  
in D.P. 1000239 and Lot 151 &  
152 in D.P. 1000696  
Covered by Council Certificate  
No. ~~1000~~ of ~~6:3:00~~.....

**TERMS OF RESTRICTION SIXTHLY REFERRED TO IN THE ABOVEMENTIONED  
PLAN.**

No further development of the lots burdened is to take place unless it is approved by Development Consent issued by the Council of the City of Blacktown.

**TERMS OF RESTRICTION SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED  
PLAN.**

No building shall be erected on any burdened lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a chartered professional engineer to the requirements and satisfaction of the Council of the City of Blacktown.

**TERMS OF RESTRICTION EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED  
PLAN.**

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

**NAME OF PERSON OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE  
THE EASEMENT FIRSTLY AND SECONDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.**

The Council of the City of Blacktown

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT  
THIRDLY AND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Integral Energy Australia.

Approved by the Council of the City of Blacktown

.....  
Authorised Person

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

Lengths are in metres

Sheet 5 of 5 sheets

**PART 2**

**DP1009284**

Plan of Subdivision of  
Lot 132 in D.P. 1000676, Lot 142 in  
D.P. 1000239 and Lot 151 & 152 in  
D.P. 1000696  
Covered by Council Certificate  
No. ~~1000A~~ of ~~16-3-00~~

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY  
THE RESTRICTION FIFTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

The Council of the City of Blacktown.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY  
THE RESTRICTION EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The aforementioned proprietor for such period as it is the Registered Proprietor of any of the lots  
in the abovementioned plan or for the period of five years from the date of registration of the  
abovementioned plan as a deposited plan whichever is the latter.

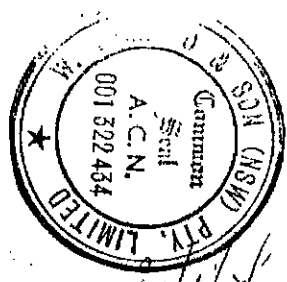
The Common Seal of )  
KYSILVER PTY LIMITED )  
was hereunto affixed by )  
authority of the board in )  
the presence of : )



**REGINALD CLAUDE KEMISTER**  
Sole Director

SUNCORP-METWAY Ltd. A.C.N.  
010 831 722 BY ITS ATTORNEY  
MARIO MATOSO CALEITE

*[Handwritten signature]*



WHO CERTIFIES THAT THEY ARE A )  
LEVEL II ATTORNEY PURSUANT )  
TO POWER OF ATTORNEY BOOK )  
3859 NO. 372 OF WHICH THEY HAVE )  
RECEIVED NO NOTICE OF )  
REVOCATION )  
SIGNED IN MY PRESENCE BY )  
THE SAID ATTORNEY WHO IS )  
PERSONALLY KNOWN TO ME )

*[Handwritten signature]*  
WITNESS

Approved by the Council of the City of Blacktown

BLACKTOWN CITY COUNCIL  
*[Handwritten signature]*  
Authorised Person





## Applicant Details

Your reference 130000

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

Certificate no.	PL2018/10393	Fee: \$53.00
Date issued	17 December 2018	Urgency fee: \$79.00
Receipt no.	ePay Ref 25865	

## Property information

Property ID	384398	Land ID	383223
Legal description	LOT 1 DP 1244376		
Address	HAMBLEDON ROAD SCHOFIELDS NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

## PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

### Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • DX 8117 Blacktown  
**Email:** [s10.7certificates@blacktown.nsw.gov.au](mailto:s10.7certificates@blacktown.nsw.gov.au) • **Website:** [www.blacktown.nsw.gov.au](http://www.blacktown.nsw.gov.au)  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## **Section 10.7(2)**

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

---

### **1. Names of relevant planning instruments and development control plans**

#### **1.1 Environmental Planning Instrument**

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

*Blacktown Local Environmental Plan 2015* applies to the subject land.

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

Not applicable.

#### **1.3 State Environmental Planning Policies**

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

#### **1.4 Proposed State Environmental Planning Policies**

Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

## 1.5 Development control plans

*Blacktown Development Control Plan 2015* applies to the subject land.

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2014*.

*Blacktown Development Control Plan 2015* generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2014*.

## 2. Zoning and land use under relevant environmental planning instruments

*The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

### 2.1 Zoning

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

#### **Zone R2 Low Density Residential**

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

#### **2 Permitted without consent**

*Home occupations*

#### **3 Permitted with consent**

*Bed and breakfast accommodation; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Veterinary hospitals*

#### **4 Prohibited**

*Any other development not specified in item 2 or 3.*

### **Zone SP2 Infrastructure**

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

#### ***2 Permitted without consent***

*Nil*

#### ***3 Permitted with consent***

*The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Drainage; Earthworks; Environmental protection works; Flood mitigation works; Roads; Water recycling facilities; Waterbodies (artificial)*

#### ***4 Prohibited***

*Any other development not specified in item 2 or 3.*

*Under Blacktown Local Environmental Plan 2015, the land is zoned*

### **Zone R2 Low Density Residential**

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

#### ***2 Permitted without consent***

*Home occupations*

#### ***3 Permitted with consent***

*Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Veterinary hospitals; Water reticulation systems*

#### ***4 Prohibited***

*Any development not specified in item 2 or 3.*

The SP2 Infrastructure zone applicable to this site is for the purposes of:  
SP2 - Infrastructure-Drainage  
SP2 - Infrastructure-Local Road

**2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

**2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

**2.4 Conservation areas**

The land is not within a conservation area.

**2.5 Environmental Heritage**

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

**3. Complying development**

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

**4. Coastal protection**

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



## **5. Mine subsidence**

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

## **6. Road widening and road realignment**

The land is affected by road widening/road realignment by an environmental planning instrument.

## **7. Council and other public authority policies on hazard risk restrictions**

### **7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)**

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

### **7.2 Other policies on hazard risk restrictions**

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

### **7a. Flood related development controls information**

This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.

## **8. Land reserved for acquisition**

Blacktown Local Environmental Plan 2015 and State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

## **9. Contributions plans**

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

*Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts* applies to the subject land.

## **9a. Biodiversity certified land**

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

## **10. Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

## **11. Bushfire prone land**

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

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## 12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

## 14. Site compatibility certificates and conditions for seniors housing

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

## 15. Site compatibility certificates for infrastructure

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

## 16. Site compatibility certificates and conditions for affordable rental housing

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

## 17. Paper subdivision information

Not applicable

## 18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

### **SEPP (Affordable Rental Housing) 2009**

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

### **SEPP Building Sustainability Index (BASIX) 2004**

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

### **SEPP (Exempt and Complying Development Codes) 2008**

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

### **SEPP (Sydney Region Growth Centres) 2006**

This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

### **SEPP (Housing for Seniors and People with a Disability) 2004**

This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, effective 12.10.07.

### **SEPP (Infrastructure) 2007**

The aim of this policy is to facilitate the orderly and economic use and development of rural

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

**SEPP (Miscellaneous Consent Provisions) 2007**

This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

**SEPP (State Significant Precincts) 2005**

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Mining, Petroleum, Production and Extractive Industries) 2007**

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

**SEPP No. 1 - Development Standards**

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 19 - Bushland in Urban Areas**

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

**SEPP No. 21 - Caravan Parks**

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the *Local Government Act* in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

**SEPP No. 30 - Intensive Agriculture**

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

**SEPP No. 32 - Urban Consolidation**

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

**SEPP No. 33 - Hazardous and Offensive Development**

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**SEPP No. 55 - Remediation of Land**

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**SEPP No. 62 - Sustainable Aquaculture**

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and

categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

**SEPP No. 64 - Advertising and Signage**

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

**SEPP No. 65 - Design Quality of Residential Apartment Development**

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

**SREP No. 30 - St Marys**

Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

**SEPP (Western Sydney Employment Area) 2009**

This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

**SEPP (Western Sydney Parklands) 2009**

The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.



**SEPP (Western Sydney Recreation Area)**

This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council  
Proforma ID: 577375

End of Certificate

Application: **10054769**  
Your Ref: 130000

20 December 2018

**Property details: 73-77 HAMBLEDON RD, SCHOFIELDS 2762**  
**LOT 1 DP 1244376**

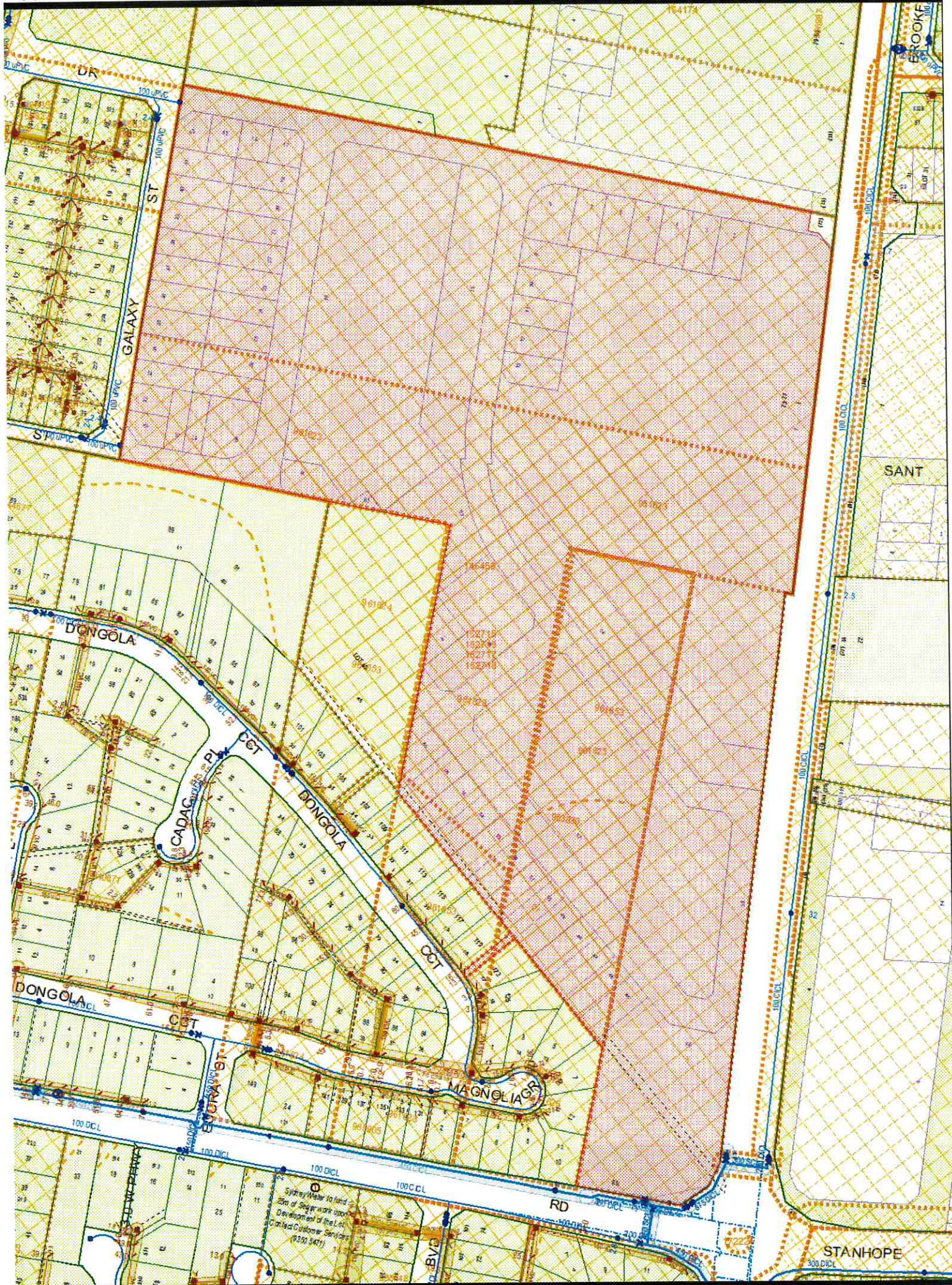
We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

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

Yours sincerely

Customer Property Services  
Customer Services





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