

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>Universal Property Group Pty Ltd ACN 078 297 748</b> <b>137 Gilba Road, Girraween, NSW 2145</b>	
vendor's solicitor	<b>Marc Hardman &amp; Associates</b> <b>Level 1, 27 Hunter Street, Parramatta NSW 2150</b> <b>PO Box 227, Parramatta NSW 2124</b>	<b>Phone: 9633 1033</b> <b>Fax: 9633 4936</b> <b>Ref: MH:KEH:170042</b> <b>E:</b> <b>karen@hardmanassociates.com.au</b>
date for completion	<b>See special condition 38</b>	(clause 15)
land (address, plan details and title reference)	<b>Proposed Lot /54 Schofields Road, Schofields, New South Wales 2762</b> <b>Proposed Lot in an unregistered strata plan of subdivision allocated SP95224 being part of proposed lot 3 in proposed DP1229725 being a subdivision of lot 1 in Deposited Plan 1249042</b> <b>Part Folio Identifier 1/1249042</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse/Duplex	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<b>See Annexure hereto</b>
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**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 a **GSTRW payment**  
(GST 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.**GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

**Universal Property Group Pty Ltd**

Supplier's ABN:

**98 078 297 748**

Supplier's GST branch address (if applicable):

Supplier's business address:

**137 Gilba Road, Girraween, NSW 2145**

Supplier's email address:

**bobby@bathla.com.au**

Supplier's phone number:

**(02) 9636 2465**Supplier's proportion of **GSTRW payment**:**7%****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input checked="" type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input checked="" type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input checked="" type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<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.

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 transfer 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. More information is available from the ATO.

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being 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>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>GSTRW 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>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>rescind</i>	rescind this contract from the beginning;
<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 22 of the Swimming Pools Regulation 2018).

## 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* or by payment by electronic funds transfer to the *depositholder*.



- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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



## 6 Error or misdescription

- 6.1 *Normally*, 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

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 *serving* 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 *serving* 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 a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 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 lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that 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;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.



- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 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 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 materially prejudices 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 to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot 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 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 *Lodgment 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*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* 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 *FRCGW remittance*.



- 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.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

54 Schofields Road SCHOFIELDS NSW 2762

## 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 2015;

“Building” means the residential strata unit building to be constructed on the Land known as

“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 City 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 1/1249042;

“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 2019 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. 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 eight (8) months from the date of this Contract;

“Unit” means the Unit referred to in “Land-Address” on page 1, and shown on the floor plan annexed hereto (if any), 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.

### **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 acknowledges and agrees that they have obtained appropriate independent advice on and are 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, and the right of rescission conferred by special condition 36.3 will be at an end.
- 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 following dates:

- (a) Twenty-eight (28) days from the date of this Contract; or
- (b) Twenty-one (21) 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; or
- (c) Fourteen (14) days from and including the date upon which the Vendor's Solicitors serve on the Purchaser's Solicitors an Occupation Certificate in respect of the Building

("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

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- 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.

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- 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")

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- 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 Purchaser 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. DELETED**

**54. OCCUPATION CERTIFICATE**

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

**55. HOME BUILDING ACT**

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

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



Where clause 55.2 is applicable:

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

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

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

Where clause 55.2 is not applicable:

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

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

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

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

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

## **57. INCLUSIONS**

57.1 Included in this sale of the subject premises are the Inclusions listed on the front page of the Contract, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the

-  
inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

**58. DELETED**

**59. VENDOR DISCLOSURES**

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

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

**60. ACCESS TO THE BUILDING SITE**

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

**61. RESCISSION BY THE VENDOR**

Should the Purchaser (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the Vendor may by notice in writing rescind this Contract whereupon the provisions of clause 19 shall apply, provided that the rescinding party is not otherwise in default under this Contract.

**62. TERMINATION BY THE VENDOR**

Should the Purchaser (or either of them if more than one) be declared bankrupt prior to the date of completion of this Contract, then the Vendor may by notice in writing terminate this Contract whereupon the provisions of clause 9 shall apply.

**63. GUARANTEE FOR CORPORATE BUYER**

In consideration of the Vendor contracting with the corporate Purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the

**SIGNED** by the guarantors in the )  
presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

# Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Universal Property Group Pty Ltd
<b>PROPERTY</b>	Proposed Lot/54 Schofields Road, Schofields, New South Wales 2762

<b>TITLE STRUCTURE</b>	
Will the lot be a lot in a strata scheme?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: Choose an item.

<b>DETAILS</b>					
Completion	The later of: 21 days after registration of the subdivision, or 14 days after the service of an Occupation Certificate		Refer to clause(s):	38	
Is there a sunset date?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	36.4
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest and Legal fees: 38.3 & 38.4		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA-15-2810		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Tim West Terry West Building Approvals and Consultants 9659 0593		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:			

<b>ATTACHMENTS</b> (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement
<input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/development contract
<input checked="" type="checkbox"/> proposed schedule of finishes	<input type="checkbox"/> draft strata management statement
<input checked="" type="checkbox"/> draft strata by-laws	<input type="checkbox"/> draft building management statement
<input type="checkbox"/> draft strata development contract	

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Universal Property Pty. Ltd.

Purchaser:

Property:

Dated:

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### 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. Subject to contract
13. Noted
14. No
15. (a) Yes
  - (b) – (c) No
  - (d) Subject to contract
  - (e) Subject 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. Not agreed, to be provided prior to completion
- 27.- 28. Subject to contract
29. Noted



## **Elegance inclusion- 54 Schofields Rd, Schofield**

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**

Floor Tiles in Kitchen, Living & Dinning Area

Bench top 40mm

Tiles to Kitchen Splash Backs

Kitchen cupboards -Combination of two colours

Square Kitchen sink with gooseneck mixer

Pendant lighting over island bench

Chandelier in living

Hybrid flooring in bedrooms, Steps & Hallway

Built-in Wardrobes (Mirror & White Glass)

TV Antenna, Outlet in Living Area & Master bedroom

Telephone Outlet in Living Area & Master Bedroom

Down lights to both bathrooms

Semi frameless Shower Screen to Main Bathroom (Subject to Layout sliding door or openable door)

Vanities to Bathrooms

Back to wall toilet suite

Frameless Mirrors to vanities

Chrome finish mixer tapware to vanity basin, bath and shower

Chrome finish toilet roll holder and towel rail

Tiles to bathroom floor

Full ceiling height Wall tiles to bathrooms

Laundry Tub with mixer

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.

Instantaneous Gas Hot Water Tank

Security Alarm

Video Intercom system

Smoke Alarms

Concrete Driveways

Landscaping

Fencing

Cloth liner

Remote control to garage door



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1249042

SEARCH DATE	TIME	EDITION NO	DATE
18/10/2019	2:59 PM	1	16/4/2019

LAND

LOT 1 IN DEPOSITED PLAN 1249042  
AT SCHOFIELDS  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1249042

FIRST SCHEDULE

UNIVERSAL PROPERTY GROUP PTY LTD

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K264068 LAND EXCLUDES MINERALS
- 3 K264068 COVENANT
- 4 AN121880 MORTGAGE TO AUSTRALIAN COMPANY NUMBER 002 451 827  
PTY LTD, NADER PTY LTD, BELLMAR HOLDINGS PTY LTD,  
TOMMY WAYNE POWERS & ROSEMARY ANN POWERS (SEE AN433806)

NOTATIONS

UNREGISTERED DEALINGS: PP DP1229725 PP SP95222 PP SP95223  
PP SP95224.

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

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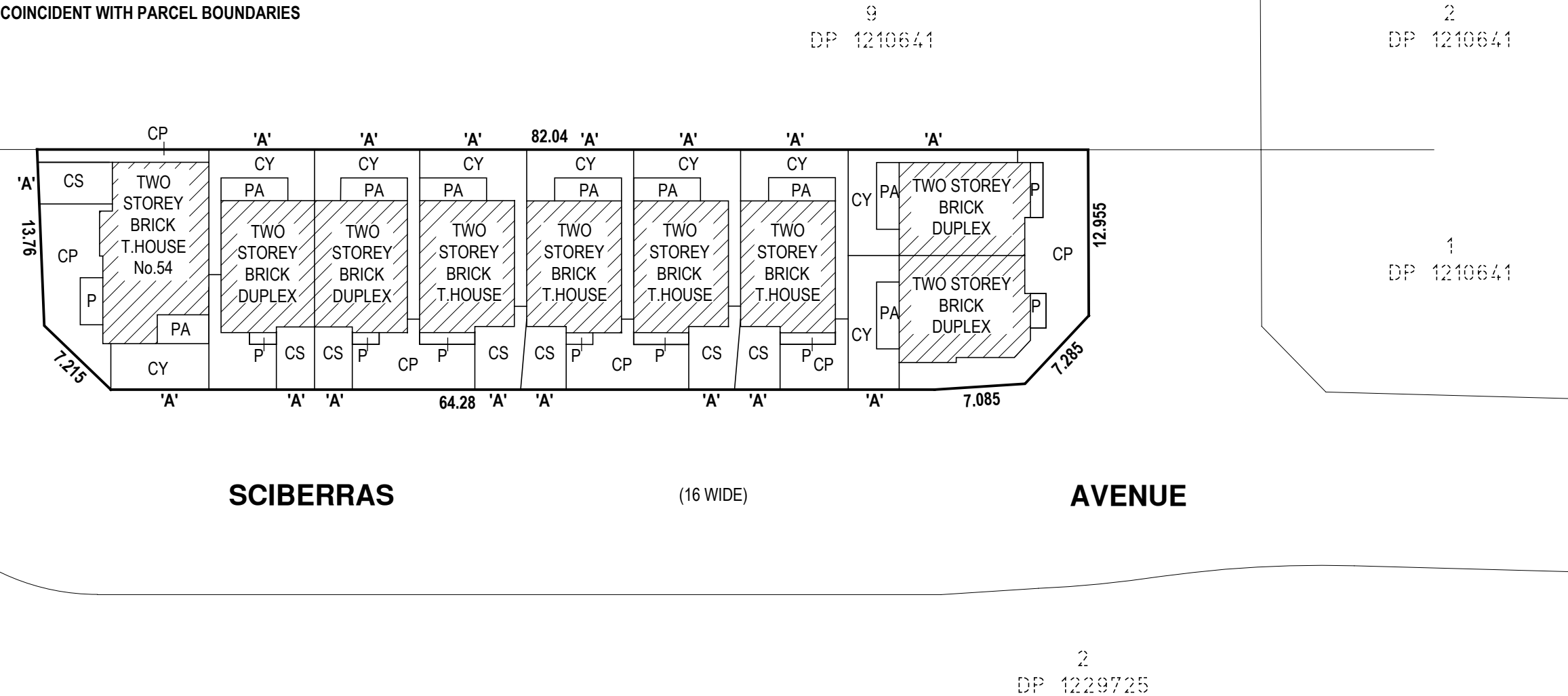
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Received: 18/10/2019 14:59:13

DRAFT PLAN - SUBJECT TO FINAL SURVEY

LOCATION PLAN

ROAD  
SCHOFIELDS

LOT BOUNDARIES DENOTED 'A' ARE  
COINCIDENT WITH PARCEL BOUNDARIES



NOTES:

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY THE BATHLA GROUP

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 AND PROPERTY INFORMATION

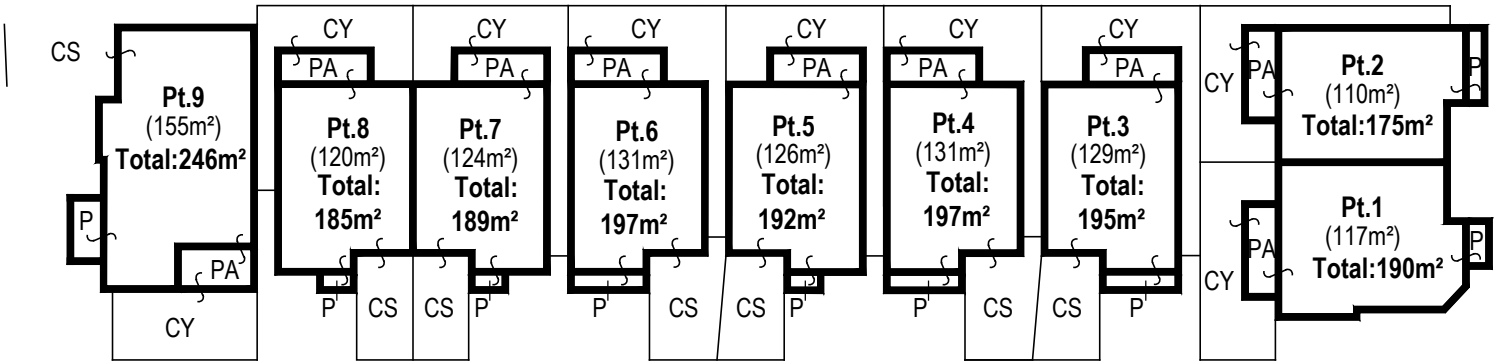
WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION

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  
CS - CAR SPACE/S  
CY - COURTYARD  
P - PORCH  
PA - PATIO

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m²)				
Lot	Main	CS	CY	P
1	72	-	42	3
2	64	-	42	4
3	64	18	43	4
4	64	22	41	4
5	64	18	42	2
6	64	22	41	4
7	64	16	42	2
8	64	16	38	2
9	95	18	36	6



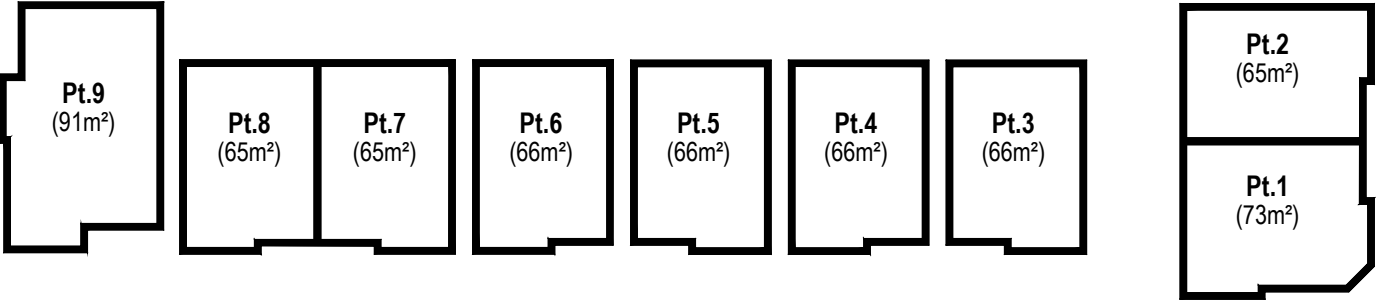
NOTES:-

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 LIMIT OF 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. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CS - CAR SPACE/S  
CY - COURTYARD  
P - PORCH  
PA - PATIO

GROUND FLOOR PLAN


DRAFT PLAN - SUBJECT TO FINAL SURVEY



NOTES:-

- 1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
- 2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FIRST FLOOR PLAN

<div>Surveyor: VICTORIA TESTER Date of Survey: 16/12/2019 Surveyor's Ref: 6800-3</div>	<div>PLAN OF SUBDIVISION OF LOT 3 IN DP 1229725</div>	<div>L G A: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:400 Lengths are in metres.</div>	<div>THE DRAFT STRATA PLAN HAS BEEN PREPARED BY  LAND DEVELOPMENT SOLUTIONS WWW.SDG.NET.AU</div>	<div>DRAFT SP 95224 ISSUE D</div>
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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 1 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

Instrument setting out the details of by-laws to be created upon registration of a strata plan

**Lot 2 Sciberras Avenue**  
**SCHOFIELDS 2762**



Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 2 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 4 of 21 sheet(s)
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## 1. Purpose of the by-laws

The by-laws regulate the day to day management and operation of the building by conferring rights and imposing obligations on the owners and occupiers of the lots.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in the building.

The by-laws are designed to maintain the quality of the building and operate to enhance everyone's use and enjoyment of their lot and the common property, while balancing the rights of the owners and occupiers of apartments and commercial lots.

## 2. Who must comply with the by-laws?

Owners and occupiers of apartments and their guests and the owners corporation must comply with the by-laws.

## 3. Common Property Rights by-laws

### 3.1 Purpose of the common property rights by-law

To give the owners and occupiers of a lot exclusive rights to and privileges over part of the common property. To more fairly apportion the costs for maintaining, repairing and replacing common property, the owners benefited by a common property rights by-law are responsible for the proper maintenance of and for keeping in a state of good and serviceable repair, the common property to which the common property rights by-law refers. In the event that more than one owner benefits from a common property rights by-law, then all owners benefited must contribute to the cost of such maintenance and upkeep of the common property.

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 5 of 21 sheet(s)
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### **3.2 How to change a common property rights by-law**

The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

### **3.3 Occupiers may exercise rights**

The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies and principal certifying authorities to comply with the obligations of the owner under the common property rights by-law.

### **3.4 Repairing damage**

The owner of a lot which has the benefit of a common property rights by-law must repair damage caused by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

### **3.5 Indemnities**

The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

### **3.6 Additional insurances**

In addition to their obligations under these by-laws, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's right under the by-law.

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 6 of 21 sheet(s)
Office Use Only		Office Use Only
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#### 4. Requirements if you lease your lot

If you lease or license your lot, you must:

1. Provide your tenant or licensee with an up-to-date copy of the by-laws and the strata development contract;
2. Ensure that your tenant or licensee and their visitors comply with the by-laws; and
3. Take all action available to you, including action under the lease or licence agreement, to make them comply or leave the building.

#### 5. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

#### 6. Changes to common property

An owner or person authorised by an owner may install, without the consent of the owners corporation:

1. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
2. any screen or other device to prevent entry of animals or insects on the lot, or
3. any structure or device to prevent harm to children.

Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

1. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

The owner of a lot must:

- a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

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- b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot

## **7. Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
2. use for his or her own purposes as a garden any portion of the common property.

## **8. Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

## **9. Keeping of Animals**

### **9.1 Subject to this by-law:**

If you are the owner or occupier of an apartment or a commercial lot you may keep:

1. Fish in an indoor aquarium; or
2. 1 (one) caged bird; or
3. 1 (one) cat; or
4. 1 (one) dog ; or
5. An assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 8 of 21 sheet(s)
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Registered:		

## 9.2 When will you need consent?

You must have consent from the owners corporation to keep other types or numbers of animals not approved under this by-law. The owners corporation must not unreasonably withhold its consent and must give an owner or occupier written reasons for any refusal to grant approval.

## 9.3 Obligations of owners in notifying the owners corporation

An owner or occupier of a lot who keeps an assistance animal on the lot must provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

An owner or occupier of a lot must give the owners corporation written notice of all animals that are being kept on the lot not later than 14 days after the animal commences to be kept on the lot.

## 9.4 Keeping an animal register

The owners corporation must keep a register of all animals kept on all lots.

## 9.5 Keeping of Dogs

If you are the owner or occupier of an apartment or a commercial lot and you keep a dog:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It cannot be a restricted or dangerous dog as set out in the Companion Animals Act 1998 (NSW)
3. It must be de-sexed

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 9 of 21 sheet(s)
Office Use Only  Registered:		Office Use Only

## **9.6 Keeping of Cats**

If you are the owner or occupier of an apartment or a commercial lot and you keep a cat:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It must be de-sexed

## **9.7 Controlling your animal**

You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (e.g. to transport it out of the building), you must restrain it (e.g. by leash or pet cage) and control it at all times.

## **9.8 Your responsibilities**

You are responsible for:

1. Keeping the animal within your lot and
2. Any noise your animal makes which causes unreasonable disturbance; and
3. Damage to or loss of property or injury to any person caused by your animal; and
4. To clean up after your animal

## **9.9 Your visitors**

You must not allow your visitors to bring animals into the building unless the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.



Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 10 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

### **9.10 Conditions for keeping an animal**

The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:

1. It becomes offensive, vicious, aggressive, noisy or a nuisance to other owners or occupiers;
2. Your animal unreasonably interferes with the peace, comfort, or convenience of any person in any other lot of the strata scheme
3. You do not comply with your obligations under this by-law;
4. You breach a condition made by the owners corporation when it gave you consent to keep the animal

### **10.Noise**

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

### **11.Behaviour of owners, occupiers and invitees**

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
  - b. without limiting paragraph (a), that invitees comply with clause (1).

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 11 of 21 sheet(s)
Office Use Only  Registered:		Office Use Only

## **12. Children playing on common property**

1. Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
2. An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

## **13. Smoke penetration**

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **14. Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## **15. Storage of inflammable liquids and other substances and materials**

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 12 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## 16. Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## 17. Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## 18. Hanging out of washing

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
3. In this by-law:

**'washing'** includes any clothing, towel, bedding or other article of a similar type.

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 13 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## 19. Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
  - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
6. An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
7. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
8. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
9. In this by-law:

**'bin'** includes any receptacle for waste.

**'waste'** includes garbage and recyclable material.

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 14 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## **20. Change in use or occupation of lot to be notified**

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
2. Without limiting clause (1), the following changes of use must be notified:
  - a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **21. Compliance with planning and other requirements**

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 15 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## **22. Responsibility of maintenance, repair or replacement**

Clause 22 shall take precedence over all other by-laws in respect to the maintenance, repair or replacement of common property if there is a dispute.

### **22.1 Owners corporation responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>a) columns and railings</li> <li>b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>c) balcony ceilings (including painting)</li> <li>d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>f) common wall fencing, shown as a thick line on the strata plan</li> <li>g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>i) walls of planter boxes shown by a thick line on the strata plan</li> <li>j) that part of a tree which exists within common property</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility)</li> <li>b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility)</li> <li>c) guttering</li> <li>d) membranes</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 16 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>a) air conditioning systems serving more than one lot</li> <li>b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>c) fuses and fuse board in meter room</li> <li>d) intercom handset and wiring serving more than one lot</li> <li>e) electrical wiring serving more than one lot</li> <li>f) light fittings serving more than one lot</li> <li>g) power point sockets serving more than one lot</li> <li>h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>i) telephone, television, internet and cable wiring within common property walls</li> <li>j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>a) original door lock or its subsequent replacement</li> <li>b) entrance door to a lot including all door furniture and automatic closer</li> <li>c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>a) original floorboards or parquetry flooring affixed to common property floors</li> <li>b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 17 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

<b>6. General</b>	<ul style="list-style-type: none"> <li>a) common property walls</li> <li>b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>c) any door in a common property wall (including all original door furniture)</li> <li>d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>h) exhaust fans outside the lot</li> <li>i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>j) letter boxes within common property</li> <li>k) swimming pool and associated equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>a) floor drain or sewer in common property</li> <li>b) pipes within common property wall, floor or ceiling</li> <li>c) main stopcock to unit</li> <li>d) storm water and on-site detention systems below ground</li> </ul>



Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 18 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

<b>9. Windows</b>	<div>a) windows in common property walls, including window furniture, sash cord and window seal</div> <div>b) insect-screens, other than those installed by an owner after the registration of the strata plan</div> <div>c) original lock or other lock if subsequently replacement by the owners corporation</div>
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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 19 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## 22.2 Lot owner responsibilities for maintenance, repair or replacement

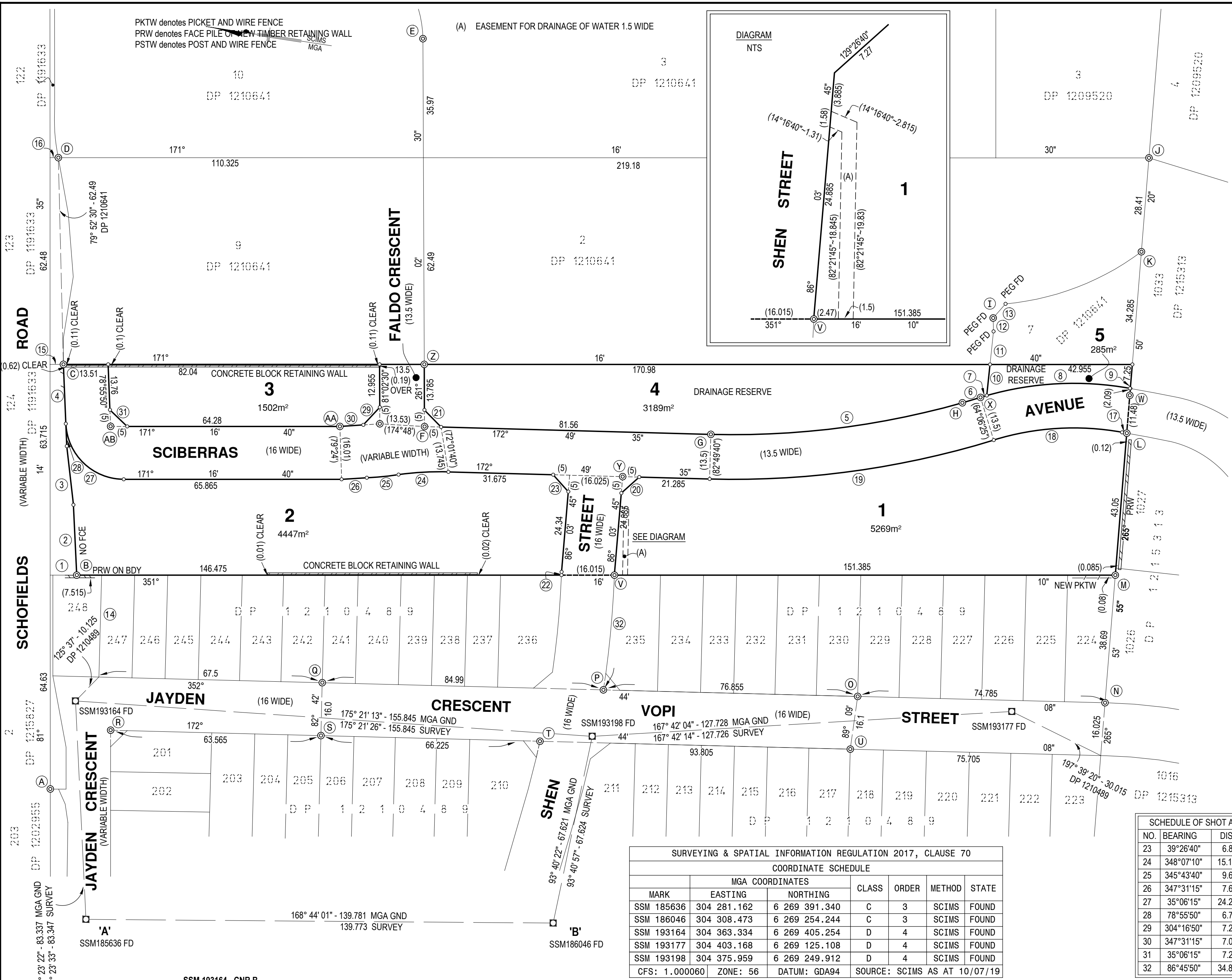
<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>b) fuses and fuse boards within the lot and serving only that lot</li> <li>c) in-sink food waste disposal systems and water filtration systems</li> <li>d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>g) telephone, television, internet and cable service and connection sockets</li> <li>h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>b) keys, security cards and access passes</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>b) lacquer and staining on surface of floorboards or parquet flooring</li> <li>c) internal carpeting and floor coverings, unfixed floating floors</li> <li>d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 20 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

<b>6. General</b>	<ul style="list-style-type: none"> <li>a) internal (non-common property) walls</li> <li>b) paintwork inside the lot ( including ceiling and entrance door)</li> <li>c) built in wardrobes, cupboards, shelving</li> <li>d) dishwasher</li> <li>e) stove</li> <li>f) washing machine and clothes dryer</li> <li>g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>h) internal doors (including door furniture</li> <li>i) skirting and architraves on non-common property walls</li> <li>j) tiles and associated waterproofing affixed to non-common property walls</li> <li>k) letterbox within a lot</li> <li>l) pavers installed within the lot's boundaries</li> <li>m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>a) garage door remote controller</li> <li>b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>c) sink, laundry tub and hand basin</li> <li>d) toilet bowl and cistern</li> <li>e) bath</li> <li>f) shower screen</li> <li>g) bathroom cabinet and mirror</li> <li>h) taps and any associated hardware</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>b) locks additional to the original (or any lock replaced by an owner)</li> <li>c) window lock keys</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 21 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

**23. Signatures Page**



SCHEDULE OF REFERENCE MARKS				
No.	BEARING	DIST	MARK	ORIGIN
A	60°03'00"	13.465	GIP FD	DP1215287
B	336°25'00"	5.125	GIP FD	DP1191633
C	169°22'00"	10.745	DHW FD	DP1249042
	34°08'00"	4.885	GIP FD	DP1191633
	168°59'30"	6.31	DHW FD	DP1249042
D	358°21'00"	1.14	GIP FD	DP1191633
	358°23'00"	1	GIP FD	DP1210641
	330°32'00"	0.985	GIP FD	DP1210641
E	271°20'00"	0.995	GIP FD	DP1210641
	271°20'00"	0.995	DHW's PLD	
	271°20'00"	0.995	DHW's PLD	
H	265°21'00"	1.01	GIP FD	DP1249042
I	25°33'00"	1.015	GIP FD	DP1210641
J	71°51'30"	1.02	GIP FD	DP1215314
K	81°27'25"	1.07	GIP FD	DP1249042
L	321°56'45"	5.28	DHW's FD	DP1215313
	284°06'30"	12.835	DHW's FD	DP1215313
M	227°20'00"	2.3	GIP FD	DP1210489
N	160°16'00"	15.93	DHW's FD	DP1210489
	139°02'00"	22.745	DHW's FD	DP1210489
O	90°21'00"	3.33	DHW FD	DP 1210489
	96°59'00"	0.86	DHW FD	DP 1210489
P	15.015	SSM 193198 FD		
	15.015	SSM 193198 FD		
Q	41°00'30"	4.46	DHW FD	DP 1210489
R	211°06'00"	1.205	DHW FD	DP 1210489
	13.825	SSM 193164 FD		
S	275°53'00"	3.49	DHW FD	DP 1210489
T	274°49'30"	0.63	DHW's FD	DP 1210489
	14.4	DHW's FD		
U	264°48'00"	3.43	DHW FD	DP 1210489
V	104°05'30"	9.965	DHW's FD	DP 1249042
	131°19'00"	17.24	DHW's FD	DP 1249042
W	345°49'25"	4.085	DHW FD	DP 1249042
X			DHW's PLD	
Y			DHW's PLD	
Z			DHW's PLD	
AA			DHW's PLD	
AB			DHW's PLD	

SCHEDULE OF SHOT AND CURVED LINES				
NO.	BEARING	DIST	ARC	RADIUS
1	171°16'08"	8		
2	78°35'15"	21.525		
3	74°43'40"	17.615		
4	78°55'50"	24.735		
5	164°06'55"	76.61	76.905	252.9
6	154°45'20"	5.725	5.725	252.9
7	154°42'00"	1.975	1.975	95.5
8	168°24'15"	43.335	43.715	95.5
9	181°31'30"	0.085	0.085	353
10	87°16'35"	9.435		
11	87°16'35"	10.065		
12	79°33'50"	4.04		
13	122°19'20"	5.68		
14	82°45'35"	30.79		
15	171°16'40"	4.005		
16	351°15'50"	2.51		
17	1°38'20"	1.43	1.43	339.5
18	347°48'45"	38.855	39.23	82
19	343°28'05"	86.655	87.04	266.4
20	129°26'40"	7.27		
21	36°56'05"	7.18		
22	83°33'00"	0.98	0.98	292

SCHEDULE OF SHOT AND CURVED LINES				
NO.	BEARING	DIST	ARC	RADIUS
23	39°26'40"	6.87		
24	348°07'10"	15.1	15.115	92
25	345°43'40"	9.62	9.625	92
26	347°31'15"	7.61		
27	35°06'15"	24.235	24.775	17.5
28	78°55'50"	6.76		
29	304°16'50"	7.285		
30	347°31'15"	7.085		
31	35°06'15"	7.215		
32	86°45'50"	34.84	34.86	308

SURVEYING & SPATIAL INFORMATION REGULATION 2017, CLAUSE 70						
COORDINATE SCHEDULE						
MGA COORDINATES			CLASS	ORDER	METHOD	STATE
MARK	EASTING	NORTHING				
SSM 185636	304 281.162	6 269 391.340	C	3	SCIMS	FOUND
SSM 186046	304 308.473	6 269 254.244	C	3	SCIMS	FOUND
SSM 193164	304 363.334	6 269 405.254	D	4	SCIMS	FOUND
SSM 193177	304 403.168	6 269 125.108	D	4	SCIMS	FOUND
SSM 193198	304 375.959	6 269 249.912	D	4	SCIMS	FOUND
CFS: 1.000060	ZONE: 56	DATUM: GDA94	SOURCE: SCIMS AS AT 10/07/19			

Surveyor:  
VICTORIA TESTER  
Date: 10/12/2019  
Surveyor's Ref: 6800-2

PLAN OF SUBDIVISION OF LOT 1 IN DP1249042 AND  
LOTS 1 & 6 IN DP 1210641

L G A: BLACKTOWN  
Locality: SCHOFIELDS  
Reduction Ratio 1:800  
Lengths are in metres.

REGISTERED

DP 1229725

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

Lengths are in metres

(Sheet 1 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**Full name and address of the owner of the land:** Universal Property Group Pty Ltd  
137 Gilba Road  
GIRRAWEE NSW 2145

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide (A)	1	Blacktown City Council
2	Restriction on the Use of Land	1, 2 & 3	Blacktown City Council
3	Positive Covenant	1, 2 & 3	Blacktown City Council
4	Restriction on the Use of Land	1, 2 & 3	Blacktown City Council
5	Positive Covenant	1, 2 & 3	Blacktown City Council
6	Restriction on the Use of Land	1, 2 & 3	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 2 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

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

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 2 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 3 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

**2. Terms of Positive Covenant on the Use of Land numbered 3 in the plan**

- 2.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed on the burdened lot(s) that they will:
- a. Keep the system clean and free from silt, rubbish and debris.
  - b. Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or "Stormwater Maintenance Manual" as prepared by BG&E on 12/12/2018, and also held on Council File: CC-19-00070. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
  - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
  - d. Provide to the Prescribed Authority each year on or before the 1 September an annual maintenance and monitoring report ("Report") outlining all maintenance undertaken on the Device in accordance with the maintenance and monitoring schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.
  - e. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 2.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 2.1(e) above.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer



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

Lengths are in metres

(Sheet 4 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

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

- i. Any expense reasonably incurred by it in exercising its powers in subparagraph 2.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "the device" means the (Stormwater 360 Stormfilter, Envirpods & Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15211 on 11/01/2019, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-19-00070.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 3 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 5 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

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

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

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

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

For the purposes of this restriction, "the device" means the (Stormwater 360 Stormfilter, Envirpods & Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15211 on 11/01/2019, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-19-00070.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 4 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 6 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

**4. Terms of Positive Covenant on the Use of Land numbered 5 in the plan**

- 4.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will:
- a. Keep the overland flowpath clean and free from silt, rubbish and debris.
  - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the overland flowpath contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner.
  - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the overland flowpath and the state of construction, maintenance or repair of the overland flowpath, for compliance with the requirements of this covenant.
  - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the overland flowpath and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 4.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 4.1(d) above.
  - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
    - i. Any expense reasonably incurred by it in exercising its powers in subparagraph 4.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 7 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

- ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15211 on 11/01/2019. A copy of this Construction Certificate is held on Council file No: 19-00070.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 5 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 8 of 15 sheets)

**Plan:** Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

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

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purposes of this covenant, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15211 on 11/01/2019. A copy of this Construction Certificate is held on Council file No: 19-00070.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 6 in the plan is **Blacktown City Council**

Name of Authority having the power to release, vary or modify the terms of Easements numbered 1 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 9 of 15 sheets)

**Plan:**

Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

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

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

.....  
Signature of Delegate

.....  
Signature of Witness

.....  
Name of Delegate

.....  
Name of Witness

.....  
Position of Delegate

.....  
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 10 of 15 sheets)

**Plan:**

Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

Registered Proprietor  
1/1210641 & 6/1210641

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 11 of 15 sheets)

**Plan:**

Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

Registered Proprietor

1/1249042

EXECUTED by )  
Universal Property Group Pty Limited )  
ACN 078 297 748 )  
in accordance with s127 of )  
the Corporations Act 2001 )

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer



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

Lengths are in metres

(Sheet 12 of 15 sheets)

**Plan:**

Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

Consent of Mortgagee  
AN121880

EXECUTED by	)	.....	.....
Australian Company Number	)	(Signature)	(Signature)
002 451 827 Pty Limited	)		
ACN 002 451 827	)		
in accordance with s127 of	)	.....	.....
the Corporations Act 2001	)	(Print Name) Director	(Print Name) Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 13 of 15 sheets)

**Plan:**

Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

Consent of Mortgagee  
AN121880

EXECUTED by )  
Nader Pty Limited )  
ACN 005 002 504 )  
in accordance with s127 of )  
the Corporations Act 2001 )

.....  
**Leon Goldman**  
Director

.....  
**James Richard Melzak**  
Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

.....  
 Authorised Officer

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

Lengths are in metres

(Sheet 15 of 15 sheets)

**Plan:**

Plan of Subdivision of Lot 1 in DP1249042 and  
lots 1 & 6 in DP1210641 covered by  
Subdivision Certificate No. ....

**PART 2**

Consent of Mortgagee  
AN121880

SIGNED in my presence by Tommy Wayne  
Powers who is personally known to me

.....  
**Tommy Wayne Powers**

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

SIGNED in my presence by Rosemary Ann  
Powers who is personally known to me

.....  
**Rosemary Ann Powers**

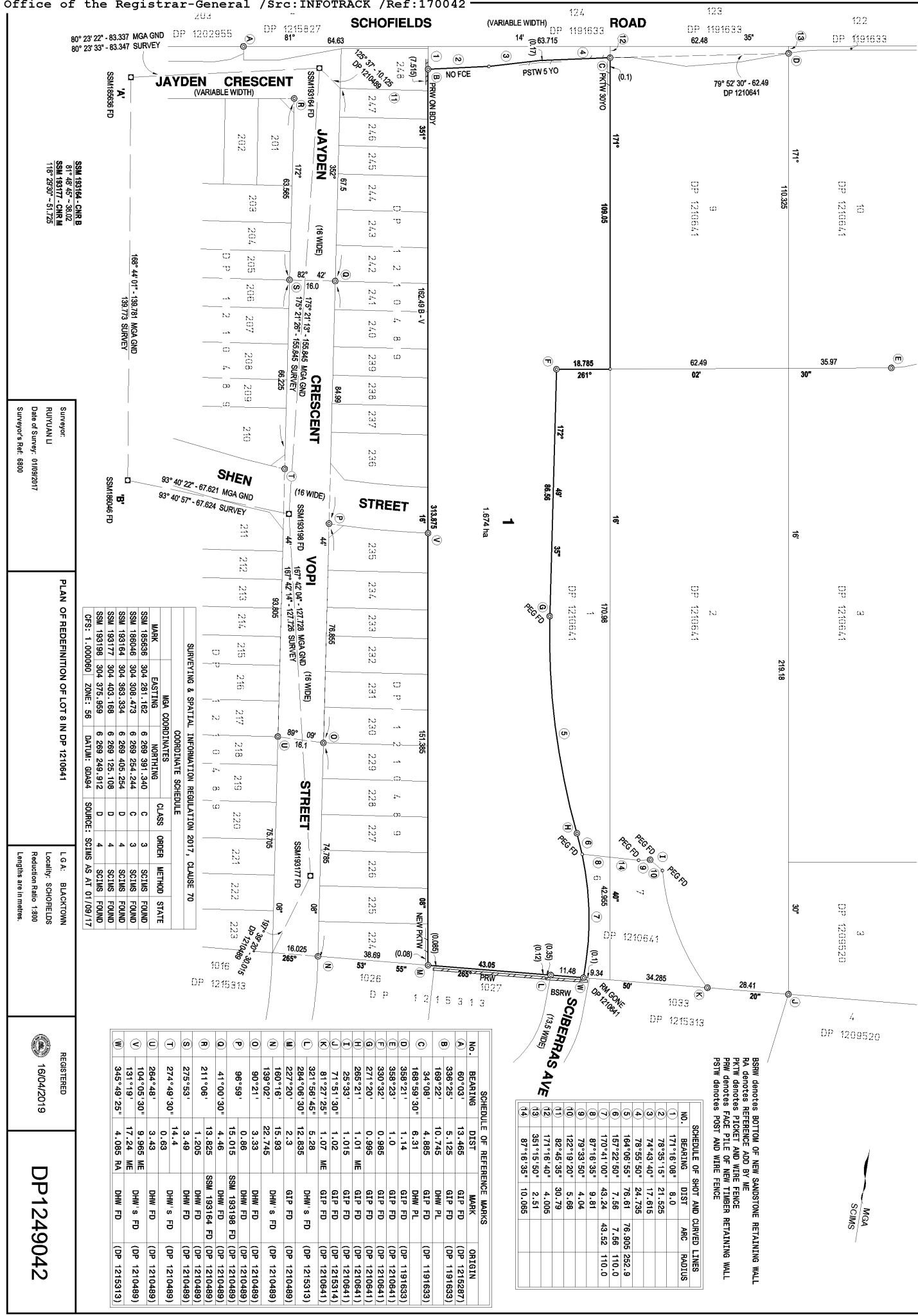
.....  
Signature of Witness


.....  
Name of Witness

.....  
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer



<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use C		Office Use C
Registered:  <b>16/04/2019</b>		<h1 style="margin: 0;">DP1249042</h1>
Title System: <b>TORRENS</b>		
<b>PLAN OF REDEFINITION OF LOT 8 IN DP 1210641</b>	LGA: <b>BLACKTOWN</b> Locality: <b>SCHOFIELDS</b> Parish: <b>GIDLEY</b> County: <b>CUMBERLAND</b>	
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, <b>RUIYUAN LI</b>          of <b>SDG LAND DEVELOPMENT SOLUTIONS</b>  <b>P.O. Box 2572, NORTH PARRAMATTA 1750</b></p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <b>1<sup>st</sup> SEPTEMBER 2017</b>, or</p> <p>*(b) <del>The part of the land shown in the plan (*being*excluding **.....)</del>  <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: 'A'- 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: <b>10/06/2018</b></p> <p>Surveyor Identification No: <b>8824</b>          Surveyor registered under          the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.          **Specify the land actually surveyed or specify any land shown in the plan that</small></p>	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....          Date: .....          File Number: .....          Office: .....</p> <hr/> <p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, .....          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....          Accreditation number: .....          Consent Authority: .....          Date of endorsement: .....          Subdivision Certificate number: .....          File number: .....</p> <p><small>*Strike through if inapplicable.</small></p>	
Plans used in the preparation of survey/compilation.  <b>DP 1215313 DP 1191633</b> <b>DP 1215287</b> <b>DP 1210641</b> <b>DP 1210489</b> <b>DP 1209520</b>	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: <b>6800</b>	Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



16/04/2019

Office Use Only

Office Use Only

DP1249042

PLAN OF REDEFINITION OF LOT 8 IN

DP 1210641

Subdivision Certificate number: .....

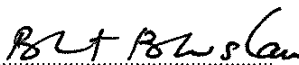
Date of Endorsement: .....

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	54	Schofields	Road	Schofields

EXECUTED by )  
Universal Property Group Pty Limited )  
ACN 078 297 748 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
Bhart Bhushan  
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6800

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



16/04/2019

Office Use Only

Office Use Only

DP1249042

PLAN OF REDEFINITION OF LOT 8 IN

DP 1210641

Subdivision Certificate number: .....

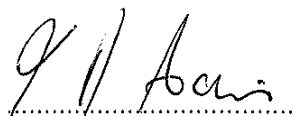
Date of Endorsement: .....

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

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

Consent of Mortgagee

EXECUTED by )  
AUSTRALIAN COMPANY NUMBER )  
002 451 827 PTY LIMITED )  
ACN 002 451 827 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
(Signature)

IAN D CAIRNS  
(PRINT NAME)  
DIRECTOR

  
(Signature)

DAVID CRAIK  
(PRINT NAME)  
DIRECTOR/SECRETARY

EXECUTED by )  
NADER PTY. LTD )  
ACN 005 002 504 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
(Signature)

LEON GOLDMAN  
DIRECTOR

  
(Signature)

JAMES RICHARD MELZAK  
DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6800



PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



16/04/2019

Office Use Only

Office Use Only

DP1249042

PLAN OF REDEFINITION OF LOT 8 IN

DP 1210641

Subdivision Certificate number: .....

Date of Endorsement: .....

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

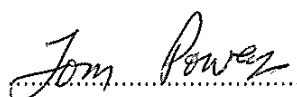
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

Consent of Mortgagee


EXECUTED by  
BELLMAR HOLDINGS PTY. LTD.  
ACN 006 272 448  
in accordance with s127 of  
the Corporations Act 2001

)  .....  
(Signature) (Signature)

) MARCOT MELZAK JAMES RICHARD MELZAK  
(PRINT NAME) (PRINT NAME)  
DIRECTOR DIRECTOR/SECRETARY



TOMMY WAYNE POWERS



ROSEMARY ANN POWERS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6800

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

Fees — £ s. d.  
Mortgage 7 00 2:58  
Encroachment 1 00 00  
Stamp Duty 10 00 00  
7/7/4



R.P. 13A. No. K 264068

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(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.

I, DOUGLAS SPINKS and EDNA SPINKS of Warragunga, Balmain  
and ALEXANDER FRANK CO'DRILL of Warragunga, Company Director,

If a new 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 (£ 1070.0.0.) (the receipt whereof is hereby acknowledged) paid to us by

DOUGLAS SPINKS and EDNA SPINKS do hereby transfer to

the said DOUGLAS SPINKS of Lot 24 Schofields Road Schofields  
Metel Polisher and EDNA SPINKS his Wife as joint tenants

(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. ...").

Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1991 a plan may not be annexed to or endorsed on this transfer form.

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	GIDDEY	Part	7790	29 & 30	Being Lot 24 on Deposited Plan 22833
Excepting hereout the Transferees' estate and interest in all minerals lying within the said land					

58/879373

jointly and severally  
And the transferees covenant(s) with the transferor<sup>d</sup>

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 23, 25 and 80 Deposited Plan 28823 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 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.

<sup>d</sup> 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.

ENCUMBRANCES, &c., REFERRED TO:

\* A very short note will suffice.

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 assented 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 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 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, N.S.W. Government Offices, London; who should affix his seal to such declaration, or such other person as the said Chief Justice may appoint.

g 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 fourth day of November 1965.

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

John Allen Taylor  
Solicitor Sydney

John Allen Taylor  
Transferor.\*

Signed in my presence by the transferor ALEXANDER FRANK GOWDRILL  
by his Attorney MAURILE HELON  
GOWDRILL who is personally known to me:

Alexander Frank Gowdrill  
by his Attorney:  
M. H. Bowdill

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

A. B. Madden  
E. Byrne  
B. Lacktown

A. B. Madden  
E. Byrne  
Transferee(s).

† 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 she has no notice of the revocation of the Power of Attorney registered No. 62416 Miscellaneous Register under the authority of which she has just executed the within transfer.\*

Signed at Sydney the fourth day of November 1965.  
Signed in the presence of—  
E. Byrne  
B. Lacktown

### 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 doing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the 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 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 signature or initials in the margin, or noticed in the attestation.

No. ~~11~~ 264068

LODGED BY WILLIE GOSLING BARRYWISE & SONS

Solicitors,  
17, George Street,  
SYDNEY.  
Telephone: 22-2171

**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 2s. 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 £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 Down.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

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

~~By~~ AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED

mortgagee under Mortgage No. 3193650  
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. And memorandum whereby the undersigned state that they have no notice of the revocation of the Power of Attorney Registered No. 72640 Miscellaneous Register under the authority of which they have just executed the within instrument.

Dated at Sydney this fourth day of March 1966.

Signed in my presence by Joseph Frederick Marks and Reginald Belton Gard as the duly constituted Attorneys of Automobile and General Finance Company Limited who are ~~known~~ personally known to me.

E. Jackson, J.P.

AUTOMOBILE AND GENERAL FINANCE  
COMPANY LIMITED by its Attorneys:—

Joseph F. Marks  
Reginald B. Gard

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 the whole of the land in the mortgage.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Acceptance of minerals Covenant</i>
Checked by	Particulars entered in Register Book. <i>M.P.D.</i>
Passed (in S.I.P.) by	on <u>24.3.1966</u>
Signed by	at <u>10 am</u> <i>[Signature]</i> Registrar-General.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>[Signature]</i>	<u>16.3.66</u>
Draft written	<i>[Signature]</i>	<u>6.3.</u>
Draft examined	<i>[Signature]</i>	<u>17.3.</u>
Diagram prepared	<i>[Signature]</i>	<u>22.3.66</u>
Diagram examined	<i>[Signature]</i>	<u>23.3.66</u>
Draft forwarded	<i>[Signature]</i>	<u>23.3.66</u>
Supt. of Engrossers	<i>[Signature]</i>	<u>23.3.66</u>
Cancellation Clerk	<i>[Signature]</i>	<u>23.3.66</u>
VOL. <u>10274</u> Fol. <u>20</u>		

## Applicant Details

Your reference 170042

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

Certificate no.	PL2019/09375	Fee: \$53.00
Date issued	21 October 2019	Urgency fee: N/A
Receipt no.	ePay Ref 42518	

## Property information

Property ID	388488	Land ID	387101
Legal description	LOT 1 DP 1249042		
Address	SCHOFIELDS 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  
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## 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.

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

#### 1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

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

#### 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

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 2018*.

*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 2018*.

## **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.*

The SP2 Infrastructure zone applicable to this site is for the purposes of:

SP2 - INFRASTRUCTURE - CLASSIFIED 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

**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 subject land is not affected by road widening or road realignment under 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**

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

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

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 identify and

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

#### **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: 700994

End of Certificate

Application: **10287000**  
Your Ref: 170042

23 October 2019

**Property details: 54 Schofields Rd Schofields NSW 2762**  
**LOT 1 DP 1249042**

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

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