


Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	UPG 42 Pty Ltd ACN 616 169 450 137 Gilba Road, Girraween, NSW 2145	
vendor's solicitor	 <p>Sydney West Conveyancing LN: 05008976</p> <p> P: 02 8860 5590 F: 02 9688 4762 info@swconveyancing.com.au 137 Gilba Road, Girraween NSW 2145 www.swconveyancing.com.au </p>	Phone: (02) 8860 5590 Fax: 02 9688 4762 Ref: JA:0111 E: judy@swconveyancing.com.au

date for completion land (address, plan details and title reference) **See additional condition 34.1** (clause 15)
Lot ,66-68 Hambledon Road, The Ponds, New South Wales 2769 now known as

Registered Plan: Lot Plan DP1229454
Folio Identifier /1229454

☐ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

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

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: See Schedule of Finishes
exclusions	
purchaser	
purchaser's solicitor	E:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

See Execution Page attached hereto

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

ChoicesVendor 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:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**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 checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input 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 checked="" type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input checked="" type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input checked="" type="checkbox"/> 25 brochure or warning	<input 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
Swimming Pools Act 1992	Other
<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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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*.

AMENDMENTS TO PRINTED FORM OF CONTRACT FOR THE SALE AND PURCHASE OF LAND AND ADDITIONAL CONDITIONS

Amendments to Terms

33. This contract shall be amended by
- 33.1 deleting
- (i) clauses: 5.2.3, 13.10, 14.3, 16.8, 23.9.2, 23.9.3, 23.17, 28 and 29; and
 - (ii) the words "plus another 20% of that fee" from clause 16.5,
- 33.2 inserting the words "state of repair or absence" before the words "of any fence" in clause 10.1.1;
- 33.3 substituting:
- (i) "0.1%" in place of "5%" in clause 7.1.1; and in place of "10%" in clause 7.2.1;
 - (ii) "7 days" in place of "14 days" in clauses 4.1, 7.1.3 and 8.3 and in place of "21 days" in clause 5.2.2;
 - (iii) the word "substance" with the word "existence" in clauses 10.1.9 and 10.1.8;
 - (iii) "3 days" in place of "7 days" in clauses 23.13 and 23.14.
- 33.4 replacing clause 16.6 with "If the Vendor serves a land tax certificate showing a charge on the Property, then the Purchaser agrees to accept at completion an undertaking from the Vendor to pay any assessment within the time limited by such assessment or payment arrangement. The Vendor agrees that the amount of \$1,500.00 is to be held trust by the Vendor's Conveyancer until such time as the assessment has been paid".
- 33.5 inserting the words "or the date the cooling off period ends, whichever is the later" after the words "within 7 days of the effective date" in clause 30.5.
- 33.6 inserting the words "unless the nominated place is within the city of Sydney" at the end of clause 16.12.
- 33.7 deleting clause 14.4 and replacing it with:-
- "14.4 The Vendor can require a land tax adjustment for the year current at the adjustment date only if:-
- 14.4.1 the contract indicates that a land tax adjustment is required;
- 14.4.2 the Vendor or a predecessor in title has paid or is liable to pay land tax for that year.
- 33.8 Inserting the words the words "or the Date for Completion" after the word "completion" in the definition of adjustment date in clause 1

Definitions

- 34.1 In this contract these terms (in any form) have the following meanings:

"Attached Requisitions" means the form of requisitions annexed hereto;

"Authority" or **"Authorities"** includes any government, semi or local government, statutory or other authority or body;

"Building" means the house to be constructed on the Parcel.

"Certificate of Occupation" means the Certificate required under S.109M of the Environmental Planning and Assessment Act in a form that complies with Schedule 2 of the Conveyancing (Sale of Land) Regulation 2003 as amended;

"Clause" means a numbered term or condition of this Contract including its special conditions

"Conditions Precedent" means the conditions referred to in clause 46 below;

"Council" means Blacktown City Council;

"Covenant" includes covenants, restrictions, by-laws, easements, licences, sub-licenses, leases, sub leases, rights and privileges;

"Date for Completion" means the later of:

- (a) 28 days from the date of this contract; or
- (c) 14 days after the date upon which the Vendor serves the Certificate of Occupation.

"Default Rate" means 10% per annum

"Development Consent" means any development consent and/or building permit issued by the Council pursuant to an application to construct the Building, so as to permit the Development Works to be carried out together with such further or other permits and approvals required to carry out the Development Works and any amendments, variations or Court orders relating to or evidencing such consents, permits and approvals and the conditions thereof;

"Development Works" means any demolition, site works, construction, landscaping, fit out, installations or ancillary work required to carry out the works contemplated by the Development Consent in respect of the Parcel;

"Document" means any document, plan, instrument, covenant, by-law, strata management statement, development contract or other annexure attached to or contemplated by this Contract

"Easement" means any Easement that shall be required to give effect to the Development Consent;

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

"GST" means any tax, levy, charge or other impost imposed pursuant to the A New Tax System (Goods and Services) Act 1999 or any other Act of Parliament or Regulation of the Commonwealth of Australia which the Vendor is obliged to pay in respect of the sale or supply of the subject matter of this contract;

"GST Act" means the A New Tax System (Goods and Services) Act 1999;

"Home Building Act Warranty" means the warranty by the Vendor referred to in clause 43.6 herein;

"HBCF Certificate" means the certificate of insurance required under the Home Building Compensation Fund evidencing a contract of insurance which complies with Section 96 of the Home Building Act 1989 and Home Building Amendment Act 2014;

"Lot" means a Lot in Deposited Plan 1229454;

"Major Defect" means a physical fault or defect in the Property, which because of its nature, requires urgent attention or makes the Property uninhabitable.

"Minor Amendment" or if more than one, "Minor Amendments" means:

- (a) deleted;
- (b) deleted;

- (c) deleted;
- (d) deleted;
- (e) deleted;
- (f) deleted;
- (g) deleted;
- (h) deleted.
- (i) deleted;
- (j) a change in the postal address of the Property from that on the cover page of this contract
- (k) an alteration to any finish specified or item to be installed in the Property, provided the alteration is to a finish or item of a similar quality to that specified in the Schedule of Finishes; and
- (l) deleted.

"Minor Variation" means:

- (a) deleted
- (b) deleted
- (c) in relation to the position of the Property, a change in the floorplan; or
- (d) in any other case a change which does not substantially diminish the enjoyment or use of the Property by the Purchaser.

"Parcel" means the land comprising the lots in Deposited Plan 1229454;

"Property" means the lot which is the subject of this contract and which is particularised in the Terms on the cover page of this contract;

"Rates and Taxes Assumptions" means \$500.00 per quarter for Water rates, \$1,850.00 per annum for Council rates and \$1500.00 per annum for Land Tax;

"Received", for the purposes of clause 20.6.5 only, means:

when a facsimile transmission has been completed unless:

- (a) the senders machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been received and accordingly not served; or
- (b) the time of dispatch is later than 5:00pm on a business day in the place that the document has been sent, in which case it is taken to have been served at 9:00am on the next business day at that place.

"Schedule of Finishes" means the schedule of fixtures and finishes a copy of which is annexed hereto;

"Sunset Date" means 30 June 2021;

"Vendor Disclosure" means:

- (a) all the information appearing in the copy documents attached to this contract even if the contract does not specifically refer to it;
- (b) the Vendor may create enter into or dedicate the matters referred to in the minor Amendments;
- (c) the position of the sewer or connection to the sewer on the Land or the Parcel may not be the same as that identified on any sewerage service diagram attached; and

- (d) the Property may be subject to an easement for an electricity substation, padmount or an electrical cable.

Interpretation and general matters

34.2 In this contract:

- 34.2.1 Headings are for ease of reference only and do not affect the interpretation of this contract.
- 34.2.2 If there is any inconsistency between these Additional Conditions and the printed conditions or any annexure to this contract these Additional Conditions apply.
- 34.2.3 Each clause and subclause of this contract is severable and if any clause or subclause is invalid or unenforceable this shall not prejudice or in any way affect the validity or enforceability of any other clause or subclause
- 34.2.4 A reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;
- 34.2.5 A reference to any party to this contract includes that party's executors, administrators, substitutes, successors and permitted assigns;
- 34.2.6 Where the Purchaser or guarantor consists of two or more persons, this contract benefits and binds them jointly and severally;
- 34.2.7 A party that is a trustee is bound both personally and in its capacity as a trustee.
- 34.2.8 The words "includes or including" in any form are not to be taken as a limitation.
- 34.2.9 Rights that can apply after completion shall continue to apply after completion
- 34.2.10 The parties acknowledge that they have authorised the firms nominated on the front cover of this contract as their legal representative, on behalf of each of them to:
- (a) make and initial amendments to the terms and conditions of the contract before, at or after the date of this contract; and
- (b) negotiate and enter into binding variations to the terms and conditions of this contract, by way of exchange of solicitors' letters
- and neither party is required or entitled to make any further enquiry about the nature and accuracy of the other party's representative's instructions or authority.
- 34.2.11 The obligations, warranties, covenants, agreements, guarantees and indemnities contained in or required or contemplated by or in connection with this contract which remain to be performed or are capable of having effect or application (express or implied) after completion shall not merge on completion of this contract.

Late Completion

35. It is an essential term of this contract that, if completion does not take place by 3:00pm on the Date for Completion then:
- 35.1. (notices to complete) For the purposes of clause 15, either the Purchaser or the Vendor may, provided that party is not in default, serve upon the other party a notice to

complete, making time of the essence of this contract, at any time after 3.00 pm on the Date for Completion. The time for completion under that notice shall be at a time, no later than 4.00 pm, on a business day being not less than 14 days after service and the party which issues such a notice may unilaterally extend the time for completion, or revoke or withdraw or reissue the notice to complete at any time without affecting any other right that party may have. The Vendor may serve a notice to complete on the Purchaser despite the fact that, at the time such notice is issued or at any time after the notice is issued, there is a charge on the Property for any rate, tax or outgoing or another notice to complete has lapsed;

The parties acknowledge that a time, no later than 4.00 pm, on a business day being not less than 14 days after service of a notice to complete is a reasonable period to allow for completion; and

- 35.2. (interest) If the Purchaser does not complete this contract on the Date for Completion then:
- (i) the Purchaser must pay to the Vendor, in addition to the balance of the purchase price, interest on that balance at the Default Rate calculated from and including the Date for Completion up to and including the date completion actually takes place (the "Interest Payment Period"), provided that the Vendor shall not charge interest for such of those days during the Interest Payment Period where the failure to complete is caused solely by the Vendor;
 - (ii) interest under this clause must be paid on completion and in this respect time is of the essence.
 - (iii) the parties agree that interest calculated at the rate referred to in this clause represents a reasonable pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on the Date for Completion;
 - (iv) the right to interest is in addition to any other rights that the Vendor may have;
 - (v) the Vendor is not obliged to complete unless the interest referred to in this clause is paid; and
- 35.3. (obligation to complete) the Vendor is not obliged to complete unless the amounts referred to in this clause are paid.

Death, Liquidation, Etc.

36. (corporations) If the Purchaser, being a corporation, resolves to go into liquidation or has a summons for winding up presented or if any liquidator, provisional liquidator, administrator, receiver, or receiver and manager is appointed or if the Purchaser enters into any scheme or makes any assignment for the benefit of creditors, the Purchaser will have failed to comply with an essential provision of this contract; or
37. (natural persons) if a party is an individual and dies or becomes incapable because of unsoundness of mind to manage his or her own affairs then the other party can rescind this contract by giving notice in writing to the individual and the provisions of clause 19 shall apply; or if the Purchaser has a bankruptcy petition presented against him or her or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the Purchaser will have failed to comply with an essential provision of this contract.

Adjustments

38. (adjustments) If on the Date for Completion there is no separate assessment for Land Tax, Council Rates or Water Rates (the "Charge"), then notwithstanding any other provision of this contract, the amount of the unassessed Charge and the period of calculation on which settlement adjustments are calculated for that Charge is to be determined on the basis of the Rates and Taxes Assumptions.

All such adjustments are to be made on an 'as paid' basis and no regard shall be had to and no further adjustments will be required for the actual assessment/s that may subsequently be issued for the Property or the Parcel. If adjustment of Land Tax, Council rates and/or water rates is made on the basis set out in this clause, the Vendor must pay any assessments for Council rates or water rates for the then current annual or quarterly periods current at completion.

Purchaser's Promises

39. The Purchaser acknowledges and warrants that:

- 39.1. (inspections and inquiries) the Purchaser is purchasing the Property as a result of the Purchaser's own inspection and enquiries and, if the improvements on the Property have been completed, in their present condition and state of repair and subject to all faults and defects both latent and patent;
- 39.2. (warranties and representations) the Vendor has not nor has anyone on the Vendor's behalf made any warranty or representation in respect of the Property including without limitation; its state of repair, its fitness or suitability for any use, any rights or privileges relating to the Property, any financial return to be derived from the Property, the neighbourhood, or any improvements erected or to be erected on the Property that are not specifically referred to in this contract and that this contract represents the entire agreement between the Vendor and the Purchaser;
- 39.3. (consents) the Purchaser has satisfied him, her or itself as to the terms of all building and development consents, if any, relating to the Property and the use to which the Property may be put with or without those consents;
- 39.4. (disclosures) the Purchaser has reviewed and satisfied him, her or itself as to the matters disclosed by the Vendor in the Vendor Disclosures;
- 39.5. (brochures and negotiations) the provisions of this contract contain the entire agreement between the parties despite any negotiations or discussions held or documents signed or brochures or forecasts produced and that any measurements or scales which appear in any plan or document annexed to this Contract are approximate and indicative only (other than the area of the Property);
- 39.6. (real estate agents) the Purchaser has not been introduced to the Vendor or to the Property by any Real Estate Agent other than the Vendor's Agent named on the front page of this contract and the Purchaser indemnifies the Vendor and will continue to indemnify the Vendor against any claim for commission made by any Real Estate Agent (who purports to have introduced the Purchaser to the Property) other than the Vendor's Agent;
- 39.7. (early possession) if the Vendor permits the Purchaser to take possession of the Property prior to completion, and the Purchaser acknowledges that there is no obligation on the Vendor to do so, then the Purchaser has accepted title unconditionally and also has accepted all furnishings and chattels specified in this contract and is not entitled to raise any requisition, objection or claim for compensation in respect of title or furnishings and chattels and the deposit must be released to the Vendor at that time;

- 39.8. (defect period commences from early possession) if the Purchaser takes possession of the Property in accordance with clause 39.7 the defects warranty period commences on the date of possession or the Date for Completion whichever is the earlier;
- 39.9. (caveat) the Purchaser or any person associated with the Purchaser must not lodge a caveat and or a Priority Notice on the Property or the Parcel;
- 39.10. (form of requisitions) the only form of general requisitions on title that the Purchaser shall be entitled to serve on the Vendor pursuant to clause 5 shall be in the form of the Attached Requisitions. Nothing contained in this contract shall prohibit the Purchaser from raising a specific requisition arising out of any of the matters dealt with by any of these special conditions (as opposed to the printed form of conditions), provided it is made in accordance with the terms of clause 5 of this contract;
- 39.11. (consumer credit) the Purchaser expressly warrants to the Vendor that it either holds a current loan approval in an amount and upon terms which it considers to be reasonable and fully satisfactory and sufficient to enable completion of this Contract within the time stipulated and upon terms and conditions set out herein or does not require finance to complete this Contract;

The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into future contractual obligations on or after the date of this Contract in reliance upon this warranty; and

The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any rights which the Purchaser may have pursuant to the provisions of the Consumer Credit (NSW) Act;

- 39.12. (Home Building Act Disclosure) if no HBCF Certificate is annexed to this Contract, then the Vendor has disclosed to the Purchaser that in certain circumstances (for example where the Vendor or its Builder undertakes residential building work to a value that exceeds the threshold specified in the Home Building Regulations):
- (i) the Home Building Act requires the Vendor to insure any residential building work
 - (ii) the Vendor is exempt under Clause 61 of the Home Building Regulation 2004 from attaching a HBCF Certificate;
 - (iii) the Vendor is required to provide a HBCF Certificate in respect of any building work to the Purchaser within 14 days after the contract of insurance in respect of that work is made.

Notwithstanding anything to the contrary in this Contract, this clause and clause 41.2 do not apply and the Vendor is not obliged to comply with the Home Building Act Warranty if:

- (i) between the date of this Contract and the Date for Completion there is a new law, the effect of which is that the HBCF Certificate for the Property or the Building is no longer required; or
 - (ii) is such insurance is not required under the Home Building Act or for any other reason;
- 39.13. (not erect signs) the Purchaser must not and the Purchaser must procure that its transferees and assigns must not, erect sales signs on the Building or the Parcel whilst the Vendor owns a lot within the Parcel;
- 39.14 (access to the building site) the Purchaser is not entitled to access the building site during construction and prior to the completion of this contract unless they are accompanied by a representative of the Vendor;

- 39.15 (re-sale prior to completion) during the currency of this Contract, the Purchaser is not entitled to advertise the Property for re-sale unless it is with the real estate agents currently engaged by the Vendor to market properties located in the Building;
- 39.16 (boundary fencing) the Purchaser is not entitled to require the Vendor to contribute to fencing work;
- 39.17 (land fill) the existence and classification of any land fill forming part of the land, if applicable; and
- 39.18 (foreign takeovers and acquisitions) prior to entering into this Contract the Purchaser has obtained all relevant approvals, licences and consents that may be required by any law or under any policy for the acquisition of the property including, where required, approval from the Foreign Investment Review Board or otherwise under the Foreign Takeovers and Acquisitions Act 1975 (Cth) and the Purchaser will produce evidence of any approval, licence or consent to the Vendor on request by the Vendor.

Rights to Object

- 40. The Purchaser may not make any objection, requisition or claim for compensation or delay or attempt to delay completion of this contract or rescind or terminate or attempt to rescind or terminate by reason of:
 - 40.1. (attachments) any matter disclosed or referred to in these special conditions, the Vendor Disclosures or any Document attached to or contemplated by this contract;
 - 40.2. (acknowledgments and Vendor's rights) any matter acknowledged or disclosed in this contract or any right granted to the Vendor in this contract;
 - 40.3. (services) the position or proposed position and location of any drainage pipe or watercourse or any services to the Property the Land or the Parcel including sewer, gas, electricity, water and telephone as they may affect or pass through the Property or lack thereof or that the sewer as described in the Sewerage Diagram annexed hereto may not represent the position of the sewer on completion;
 - 40.4. (caveat) any caveat on title created by the Purchaser or any person associated with them or claiming through them; and
 - 40.5. (certificate of title) any easements, rights of way, reservations and conditions noted on the attached copy of the Folio Identifier for the Land or the Property or any easement, restrictions as to user, covenants and other encumbrances, if any, to be created under this contract.
 - 40.6. (facilities) the type of common facilities, the quality of finish, their location and availability, if any.
 - 40.7. (remove charges etc.) any charge on the Property for any rate, tax or outgoing or any mortgage or caveat until completion of this contract.
 - 40.8. (minor faults) any defects or faults which relate to normal wear and tear and minor shrinkage or settlement cracks and may not delay completion for any defect or fault identified prior to completion, except in the case of a Major Defect,
 - 40.9. (Minor Amendments) a Minor Amendment.
 - 40.10. (Encroachments and Compliance) any encroachment by or upon the Property or the Parcel or any non compliance with the Local Government Act or the Environmental Planning and Assessment Act by improvements on or the use of the Property or the

Parcel, subject only to Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation;

- 40.11. (floorplan) any difference between the property as shown in the Floorplan/s (if any) and the property as actually constructed or proposed to be constructed (including a difference in the layout of the interior of the lot) unless the difference detrimentally affects the property to an extent that is substantial; and
- 40.12 (Land Tax Certificate) a land tax certificate showing a charge on the Property. Notwithstanding any other provision in this Contract, the Purchaser agrees to accept at completion an undertaking from the Vendor to pay any assessment within the time limited by such assessment or payment arrangement. The Vendor agrees that the amount of \$1,500.00 is to be held trust by the Vendor's Conveyancer until such time as the assessment has been paid

41. Unless a right of rescission is specifically granted elsewhere, the Purchaser may only rescind this contract, and take no other action or make no other requisition or claim, if:

41.1. there exists at the date hereof:

- (i) deleted;
- (ii) deleted;
- (iii) deleted;
- (iv) (alterations to Floorplan/s) any alteration to the Floorplan/s which substantially and detrimentally affects the Property;

41.2 the Vendor (or any assignee) is required under the Home Building Act to supply a HBCF Certificate and fails to comply with the provisions of the Home Building Act Warranty.

42. Any right of rescission conferred by this contract, including clause 41 above:

42.1. can only be exercised in accordance with clause 42.2. Prior to serving a notice of rescission, the Purchaser must first serve written notice of its intention to rescind (the "Notice of Intention to Rescind") on the Vendor which notice can only be served within seven (7) days of:

- (i) deleted;
- (ii) the Vendor giving the Purchaser a copy of the relevant Document or the relevant instrument creating the further or amended Document or By-law; or
- (iii) where it relates to a breach of the Home Building Act Warranty, the date that the Purchaser becomes aware of the Vendor's failure to comply with the Home Building Act Warranty;

whichever occurs first ("the Notice Date"). This time is essential and the right to issue a Notice of Intention to Rescind lapses if it is not served before the Notice Date.

The Notice of Intention to Rescind must specify the circumstances giving rise to the alleged right to rescind and specify a reasonable time for the Vendor to remedy or rectify the circumstances (if a remedy or rectification is possible), prior to issuing a notice of rescission. Where the circumstances giving rise to a right of rescission are not capable of being remedied, a "reasonable time" must not be less than 5 business days and in any other case, the Purchaser must allow the Vendor a reasonable time (but not less than 30 days) for the Vendor to remedy or rectify, having regard to the nature of the circumstances, before issuing a notice of rescission

- 42.2. the notice of rescission may, despite printed clause 19.1.1, only be exercised by the Purchaser, if the Purchaser has served a Notice of Intention to Rescind strictly in accordance with clause 42.1. The Purchaser's right to issue a notice of rescission commences upon the expiration of the reasonable time in the Notice of Intention to Rescind and lapses on the date which is seven (7) days from the expiration of the reasonable time. This time is essential.
- 42.3 the Purchaser agrees that the right of rescission referred to in Clause 42.1(iii), is lost as soon as the HBFC Certificate is served.
- 42.4 is subject to the dispute resolution procedures contained in clause 45, if the Vendor disputes the Purchaser's right of rescission.

Vendor's Promises

43. The Vendor warrants that it:

- 43.1. (sole agency) has not signed any sole agency agreement in respect of the Property with any Real Estate Agent other than the Vendor's Agent (if any) as named in this contract.
- 43.2. (complete works) will subject to any other provision of this contract;
 - (i) (works) procure and cause the Development Works to be carried out in a proper and workmanlike manner as expeditiously as possible and generally in accordance with the Development Consent. A Council or an accredited certifier's certification of the Plan of Subdivision will be conclusive evidence that the Vendor has complied with its obligations under this clause; and
 - (ii) (finishes) cause the items specified in the Schedule of Finishes to be finished and installed in the Property in a proper and workmanlike manner and substantially in accordance with the Schedule of Finishes
- 43.3. deleted;
- 43.4. (defects warranty) will rectify and make good any faults or defects which may appear in the Property due to faulty materials or workmanship within 3 months of the Date for Completion provided that the Purchaser serves notice of such faults or defects on the Vendor prior to the expiration of 3 months after completion or the date of early possession whichever first occurs, and in this regard time is of the essence. This clause does not apply to nor include normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks. Except in the case where delay is likely to cause further damage to the Property or to persons lawfully using it, the Vendor shall not be obliged to effect any repairs pursuant to this clause until a reasonable time after the expiry of the 3 month period after completion or the date of early possession, whichever is the earlier. The Purchaser shall not be entitled to delay completion on account of any defect of fault other than a Major Defect;
- 43.5. (manufacturer's warranties) will provide to the Purchaser any manufacturer's warranties in respect of any fixtures, fittings or plant installed on the Property as are reasonably obtainable by the Vendor. Where they are not personal, the Vendor is taken to have assigned them to the Purchaser by virtue of completion of this Contract.
- 43.6 (Home Building Act warranty) will if required under the Home Building Act, provide to the Purchaser a HBCF Certificate within 14 days after the contract of insurance is entered into in respect of residential building work included in the Developments Works, if no HBCF Certificate is annexed to this Contract.

Vendor's Rights

44. The Vendor may, subject to clause 41, in its absolute discretion:
- 44.1. (easements) create easements, Covenants, restrictions as to user, grant rights or privileges (by way of s88B instrument or otherwise), dedicate land or leases (not being leases over all or part of the Property) on the Land, lot/s or Parcel shown on the Plan of Subdivision;
 - 44.2. (selling and leasing) conduct selling and leasing activities on the Parcel;
 - 44.3. (signs) place and maintain on the Parcel (but not the Property) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia in connection with those selling and leasing activities;
 - 44.4. deleted;
 - 44.5. (right to rescind) rescind this contract if it forms the view, in its absolute discretion, that it will be unable to obtain the Development Consent in sufficient time to be able to perform in accordance with the Conditions Precedent or that the conditions of the Development Consent are not acceptable to it; and
- and the Purchaser may not make any objection, requisition or claim for compensation or delay completion by reason of the Vendor exercising any of its rights contained in this clause.

Dispute resolution

45. If:
- 45.1. (finishes and defects) either party gives notice in writing to the other (within 3 months of date for completion) in relation to a dispute about the rectification or existence of any fault or defect and the parties are unable to resolve the dispute within 14 days of that notice then that dispute must be submitted to an Expert.
 - 45.2. (rights of rescission) the Vendor gives notice in writing to the Purchaser that it disputes the Purchaser's right of rescission and the parties are unable to resolve the dispute within 14 days of that notice then that dispute must be submitted to an Expert.
 - 45.3. if the parties are unable to agree on an Expert within seven days of the notice then the President for the time of the institute of Surveyors NSW Inc or any replacement body shall determine the appropriate arbitrator (the "Arbitrator").
 - 45.5. an Arbitrator is to act as an arbitrator and not an expert and both parties may make written submissions to the Arbitrator as to the subject of the disagreement; and
 - 45.6. the Arbitrator's decision is final and binding and the costs of the decision will be borne by the parties in such shares as the Arbitrator may determine.

Conditions precedent

46. Completion of this contract is conditional upon the completion of the Development Works by the Sunset Date. However, if construction or completion of the Development Works is delayed due in whole or part to anything beyond the Vendor's control, including:
- 46.1. any delays in the Vendor obtaining the necessary approvals from any Authority for the construction of the Property;
 - 46.2. inclement weather or conditions resulting from inclement weather; and

- 46.3. any civil commotion, strikes or lock-outs affecting the progress of the Development Works or affecting the supply or manufacture of materials required for the carrying out of the Development Works

then, the Vendor may in its absolute discretion at any time thereafter by written notice or notices to the Purchaser extend the Registration Date by the period of the delay.

47. If completion of the Development Works is not effected by the Sunset Date or any extension thereof, either party can rescind by giving the other party notice in writing of such rescission but only between the Sunset Date and the date that the Development Works is actually completed and in that case the provisions of clause 19 shall apply.

Guarantee if Corporate Purchaser

48. If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) then:

- 48.1. In consideration of the execution of this contract by the Vendor the persons whose signatures appear as signatories for the Purchaser, being duly authorised by the Purchaser to execute this contract and named as follows:

(if no name is inserted then the names of the parties who executed this contract on behalf of the Purchaser are deemed to be inserted) to be collectively referred to as "the Guarantors", hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this contract. This Guarantee shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever.

- 48.2. Nothing herein shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser
- 48.3. No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of a company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.
- 48.4. The Guarantors' liability hereunder shall not be affected by the death of any Guarantor or by the granting of time or other indulgence to the Purchaser or any Guarantor or any claim or right to set off or cross action which the Purchaser may have or claim to have against the Vendor on any account whatsoever nor shall the Guarantors be entitled to any set off against the Vendor.
- 48.5. The Guarantors waive all rights inconsistent with the provisions hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise as surety be entitled to claim and enforce.
- 48.6. The Guarantors warrant that they are directors or shareholders of the Purchaser as at the date hereof.

GST

49. The purchase price includes GST and the parties acknowledge that the Vendor has elected to use the Margin Scheme.
50. The Purchaser acknowledges that he or she will not be entitled to claim an input tax credit in respect of the GST paid by the Vendor and that the Vendor is not required to provide a tax invoice.

Deposit

51. Notwithstanding any other provision in this Contract the Purchaser hereby authorises and directs the Vendor's Conveyancer and or Vendor's Agent to unconditionally release to the Vendor or as the Vendor's may direct the deposit monies payable herein.

GST withholding - Residential premises or potential residential land

- 52.1 The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input checked="" type="checkbox"/> Withholding payment is required to be made	
<input type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

52.2 *Vendor's notice*

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

52.3 *Amount to be withheld by the purchaser*

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

52.4 Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

52.5 Purchaser to remit withheld amount

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

52.6 Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

Deposit payable by instalments

53. The parties agree that the deposit under this Contract shall be 10% of the purchase price and is payable as follows:-

- (i) \$ upon the date hereof; and
- (ii) the balance, being the amount of \$ on or before 5.00 pm on the earlier of the following dates, time being of essence:-
 - (a) the Date for Completion; or
 - (b) the date on which this Contract is ended or terminated.

The parties acknowledge that the 10% deposit is a genuine pre-estimate of the Vendor's loss

This clause shall not merge on completion.

Executed on behalf of UPG 42 Pty Ltd ACN
616 169 450 by it authorised officers:

.....
Signature of authorised person:

Bhart Bhushan

Office held: Sole Director/Secretary

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Signature of witness:

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Purchaser:

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Signature of witness:

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Purchaser:

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Signature of witness:

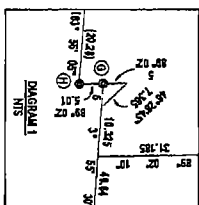
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Guarantor:

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Signature of witness:

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Guarantor:

No.	BEARING	DIST	MARK	ORIGIN
1	180°12'00"	0.555	DMH+RD	DP1181243
2	141°20'05"	4.255	DMH+RD	DP1181243
3	212°31'20"	1.425	DMH+RD	DP1181243
4	200°41'35"	0.27	DMH+RD	DP1181243
5	214°40'00"	1.43	SSM18048 RD	DP122802
6	110°10'15"	12.555	DMH+RD	DP1181243
7	200°26'05"	1.56	DMH+RD	DP1181243
8	180°12'00"	0.555	DMH+RD	DP122802
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100	180°12'00"	0.555	DMH+RD	DP1181243

(C6) - CONVEYANT (UTM14)
 (C7) - LAND EXCLUDES MINERALS (UTM14)
 - LAND EXCLUDES MINERALS (UTM14)



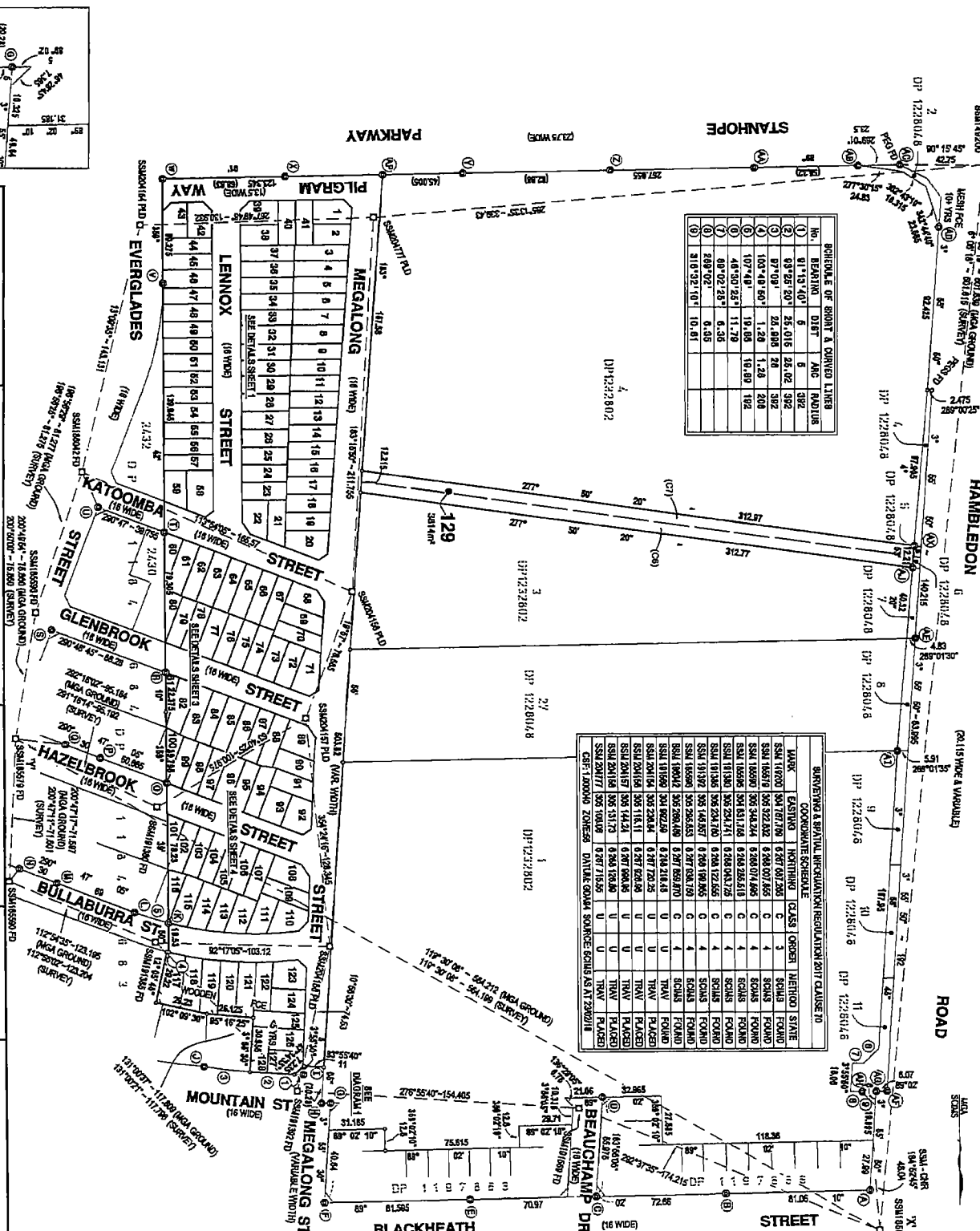
Surveyor:
 VICTORIA TESTER
 Date of Survey: 18/11/2018
 Surveyor's Lic: 72672

PLAN OF SUBDIVISION OF LOT 2 IN DP 122802

L.G.A.: BLACKTOWN
 Locality: THE HOBBS
 Allocation: 1:100
 Lengths are in metres.

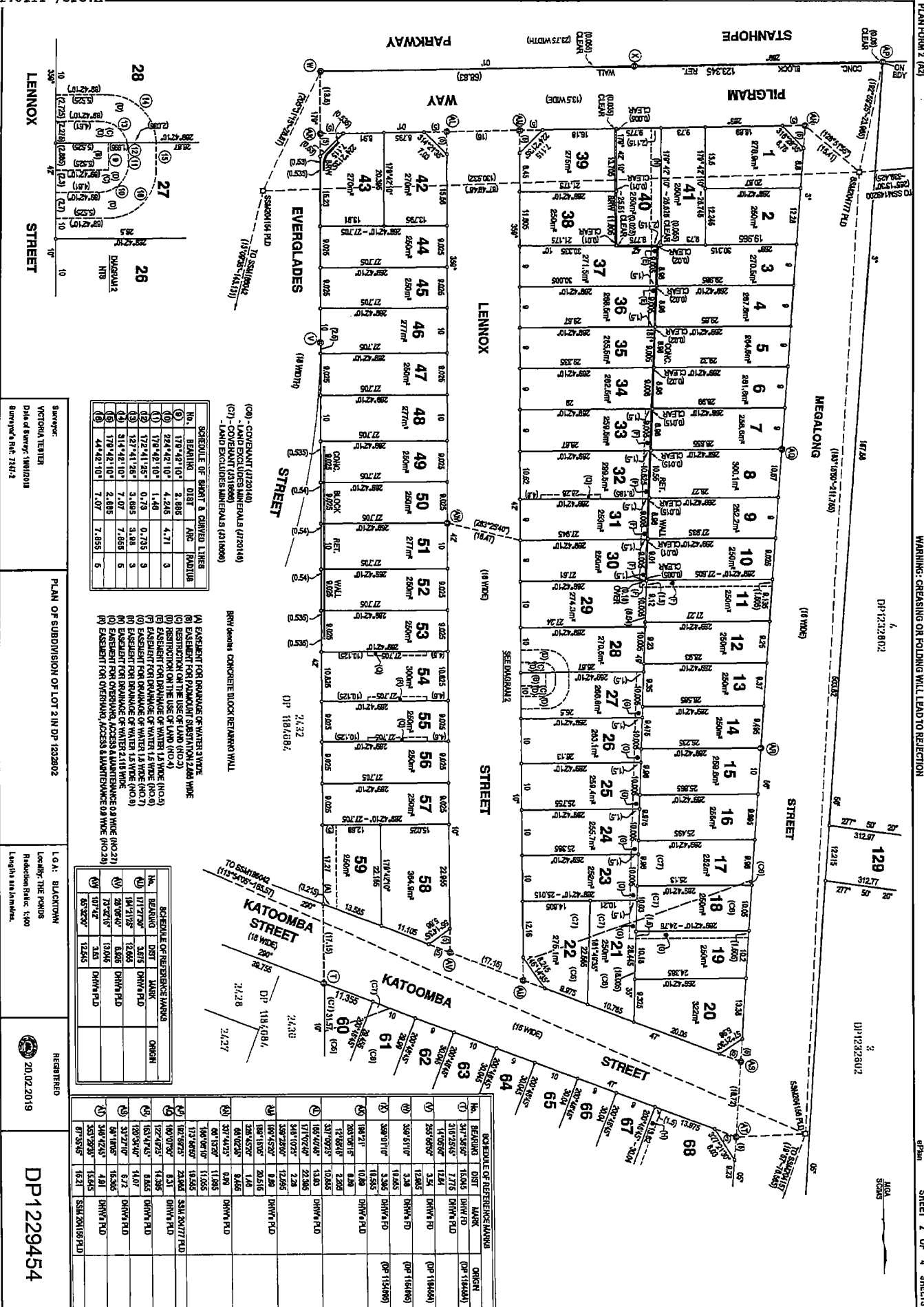
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 20.02.2018

DP1229454



No.	BEARING	DIST	MARK	ORIGIN
1	91°13'40"	5	ANC	POULUS
2	68°25'30"	25.015	ANC	392
3	87°09'	26.085	ANC	392
4	103°40'50"	1.28	ANC	208
5	107°40'	10.08	ANC	192
6	48°30'25"	11.78	ANC	192
7	80°02'25"	0.58	ANC	192
8	89°02'	0.50	ANC	192
9	91°02'10"	10.81	ANC	192

ENHANCED BY APVALUATION REGULATION 2017 CLAUSE 10							
COORDINATE SCHEDULE							
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE	
SSM 10070	506 787.76	6 287 617.26	C	3	SCANS	FOUND	
SSM 10071	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10072	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10073	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10074	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10075	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10076	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10077	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10078	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10079	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10080	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10081	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10082	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10083	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10084	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10085	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10086	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10087	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
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SSM 10089	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10090	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10091	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10092	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10093	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
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SSM 10096	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
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SSM 10182	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
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SSM 10189	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10190	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
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SSM 10212	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
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SSM 10216	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10217	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10218	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
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SSM 10228	506 787.76	6 288 001.45	C	4	SCANS	FOUND	
SSM 10229	506 787.76	6 288					



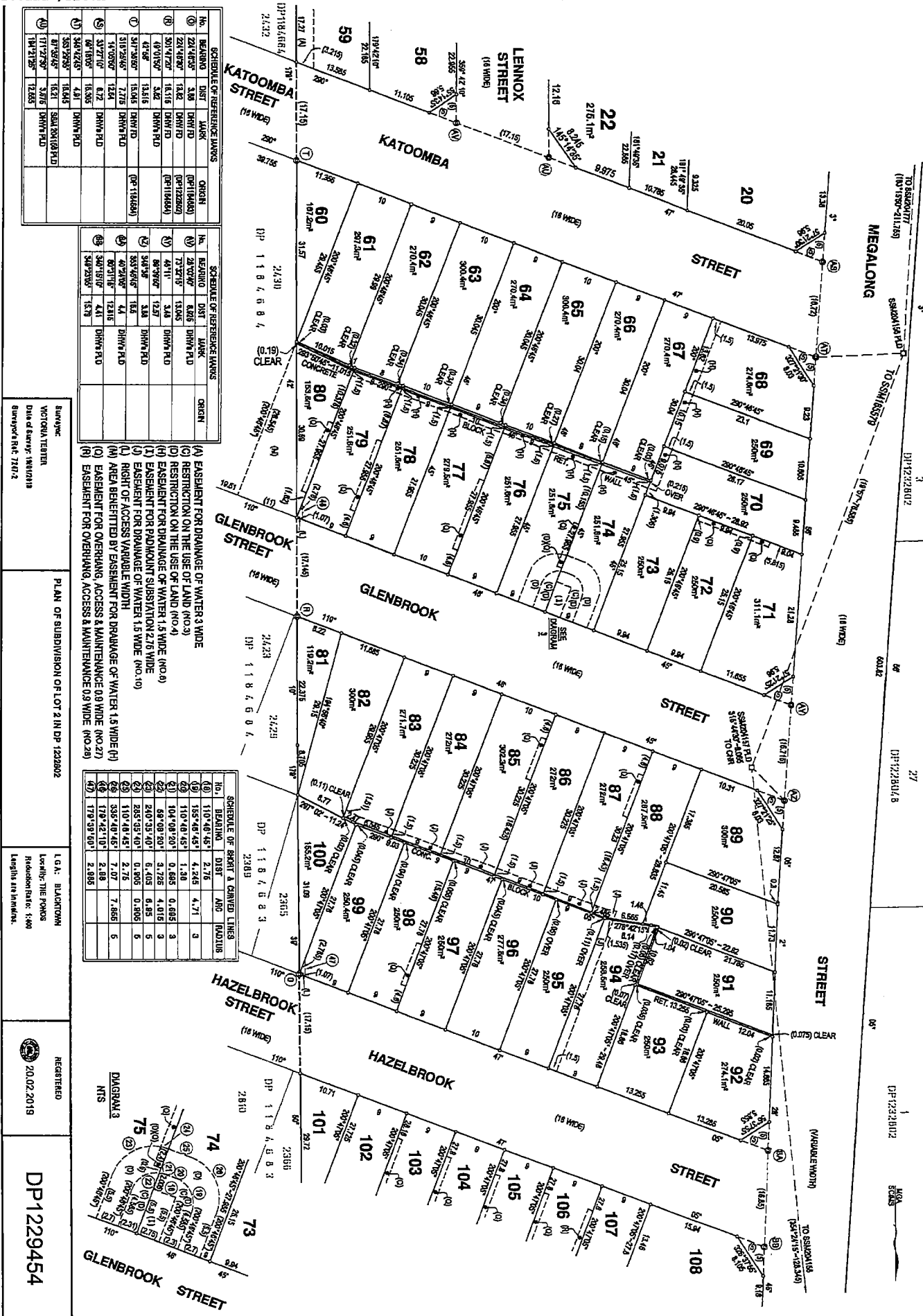
Surveyor: VICTORIA TESTER
 Date of Survey: 19/01/2018
 Burmip's Ref: 73472

PLAN OF SUBDIVISION OF LOT 2 IN DP 1229454

LOCALITY: THE POINTS
 Reduction Ratio: 1:500
 Length in Meters



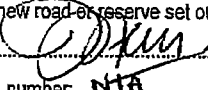
REGISTERED
 20.02.2019

DP1229454




DP1229454


ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheet(s)
Registered:  20.02.2019 Title System: TORRENS		Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1229454</div>	
PLAN OF SUBDIVISION OF LOT 2 IN DP 1232802		LGA: BLACKTOWN Locality: THE PONDS Parish: GIDLEY County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 19 TH January 2018, or *(b) The part of the land shown in the plan (*being* *excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X'-Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 26/02/2018 Surveyor Identification No: 8514 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP 1232802		<p style="text-align: center;">Subdivision Certificate</p> I, JUDITH PORTELLI *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: NTA Consent Authority: BLACKTOWN CITY COUNCIL Date of endorsement: 24.1.19 Subdivision Certificate number: SC-18-00061 File number: DA-15-02074 *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE LENNOX STREET & PILGRAM WAY TO THE PUBLIC AS PUBLIC ROADS. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF KATOOMBA STREET, GLENBROOK STREET, HAZELBROOK STREET, BULLABURRA STREET & MEGALONG STREET TO THE PUBLIC AS PUBLIC ROADS.		Surveyor's Reference: 7247-2	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			


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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 8 sheet(s)
Registered:  20.02.2019	<div style="text-align: center;"> DP1229454 </div>	
PLAN OF SUBDIVISION OF LOT 2 IN DP 1232802	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate number: <u>SC-18-00061</u> Date of Endorsement: <u>24.1.19</u>		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (A) 2. EASEMENT FOR PADMOUNT SUBSTATION 2.885 WIDE (B) 3. RESTRICTION ON THE USE OF LAND (C) 4. RESTRICTION ON THE USE OF LAND (D) 5. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (E) 6. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (F) 7. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (G) 8. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (H) 9. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (I) 10. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (J) 11. EASEMENT FOR DRAINAGE OF WATER 1.6 WIDE (K) 12. RESTRICTION ON THE USE OF LAND 13. RESTRICTION ON THE USE OF LAND 14. RESTRICTION ON THE USE OF LAND 15. RESTRICTION ON THE USE OF LAND 16. RESTRICTION ON THE USE OF LAND 17. RESTRICTION ON THE USE OF LAND 18. RESTRICTION ON THE USE OF LAND 19. RESTRICTION ON THE USE OF LAND 20. RESTRICTION ON THE USE OF LAND 21. TEMPORARY RIGHT OF ACCESS VARIABLE WIDTH (L) 22. POSITIVE COVENANT 23. RESTRICTON ON THE USE OF LAND 24. RESTRICTION ON THE USE OF LAND 25. RESTRICTION ON THE USE OF LAND 26. EASEMENT FOR DRAINAGE OF WATER 2.115 WIDE (N) 27. EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE 0.9 WIDE (Q) 28. EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE 0.9 WIDE (R) 29. RESTRICTION ON THE USE OF LAND 30. RESTRICTION ON THE USE OF LAND <p>TO RELEASE:</p> <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1184683) 2. EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE (DP1184683) 3. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1184683) 		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 7247-2		

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PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 8 sheet(s)
Registered:		20.02.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 2 IN DP 1232802			<h1 style="margin: 0;">DP1229454</h1>	
Subdivision Certificate number: <u>SC-18-00061</u> Date of Endorsement: <u>24-1-19</u>			This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	109	Megalong	Street	The Ponds
2	107	Megalong	Street	The Ponds
3	105	Megalong	Street	The Ponds
4	103	Megalong	Street	The Ponds
5	101	Megalong	Street	The Ponds
6	99	Megalong	Street	The Ponds
7	97	Megalong	Street	The Ponds
8	95	Megalong	Street	The Ponds
9	93	Megalong	Street	The Ponds
10	91	Megalong	Street	The Ponds
11	89	Megalong	Street	The Ponds
12	87	Megalong	Street	The Ponds
13	85	Megalong	Street	The Ponds
14	83	Megalong	Street	The Ponds
15	81	Megalong	Street	The Ponds
16	79	Megalong	Street	The Ponds
17	77	Megalong	Street	The Ponds
18	75	Megalong	Street	The Ponds
19	73	Megalong	Street	The Ponds
20	71	Megalong	Street	The Ponds
21	Not Available	Katoomba	Street	The Ponds
22	2	Lennox	Street	The Ponds
23	4	Lennox	Street	The Ponds
24	6	Lennox	Street	The Ponds
25	8	Lennox	Street	The Ponds
26	10	Lennox	Street	The Ponds
27	12	Lennox	Street	The Ponds
Surveyor's Reference: 7247-2				

ePlan


PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 8 sheet(s)
Registered:  20.02.2019	Office Use Only	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1229454</div> <div style="font-size: 0.8em;"> Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>		
PLAN OF SUBDIVISION OF LOT 2 IN DP 1232802				
Subdivision Certificate number: <u>SC-18-00061</u> Date of Endorsement: <u>24-1-19</u>				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
28	14	Lennox	Street	The Ponds
29	16	Lennox	Street	The Ponds
30	18	Lennox	Street	The Ponds
31	20	Lennox	Street	The Ponds
32	22	Lennox	Street	The Ponds
33	24	Lennox	Street	The Ponds
34	26	Lennox	Street	The Ponds
35	28	Lennox	Street	The Ponds
36	30	Lennox	Street	The Ponds
37	32	Lennox	Street	The Ponds
38	34	Lennox	Street	The Ponds
39	36	Pilgram	Way	The Ponds
40	8	Pilgram	Way	The Ponds
41	10	Pilgram	Way	The Ponds
42	4	Pilgram	Way	The Ponds
43	2	Pilgram	Way	The Ponds
44	29	Lennox	Street	The Ponds
45	27	Lennox	Street	The Ponds
46	25	Lennox	Street	The Ponds
47	23	Lennox	Street	The Ponds
48	21	Lennox	Street	The Ponds
49	19	Lennox	Street	The Ponds
50	17	Lennox	Street	The Ponds
51	15	Lennox	Street	The Ponds
52	13	Lennox	Street	The Ponds
53	11	Lennox	Street	The Ponds
Surveyor's Reference: 7247-2				

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 8 sheet(s)

Registered:  20.02.2019 Office Use Only

Office Use Only

PLAN OF
 SUBDIVISION OF LOT 2 IN DP 1232802

DP1229454


Subdivision Certificate number: SC-18-00061
 Date of Endorsement: 24.1.19

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
54	9	Lennox	Street	The Ponds
55	7	Lennox	Street	The Ponds
56	5	Lennox	Street	The Ponds
57	3	Lennox	Street	The Ponds
58	Not Available	Katoomba	Street	The Ponds
59	Not Available	Katoomba	Street	The Ponds
60	14	Katoomba	Street	The Ponds
61	16	Katoomba	Street	The Ponds
62	18	Katoomba	Street	The Ponds
63	20	Katoomba	Street	The Ponds
64	22	Katoomba	Street	The Ponds
65	24	Katoomba	Street	The Ponds
66	26	Katoomba	Street	The Ponds
67	28	Katoomba	Street	The Ponds
68	69	Megalong	Street	The Ponds
69	67	Megalong	Street	The Ponds
70	65	Megalong	Street	The Ponds
71	25	Glenbrook	Street	The Ponds
72	23	Glenbrook	Street	The Ponds
73	21	Glenbrook	Street	The Ponds
74	19	Glenbrook	Street	The Ponds
75	17	Glenbrook	Street	The Ponds
76	15	Glenbrook	Street	The Ponds
77	13	Glenbrook	Street	The Ponds
78	11	Glenbrook	Street	The Ponds
79	9	Glenbrook	Street	The Ponds

Surveyor's Reference: 7247-2

ePlan


PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 8 sheet(s)
Registered:		20.02.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 2 IN DP 1232802			<h1 style="margin: 0;">DP1229454</h1>	
Subdivision Certificate number: <u>SC-18-00061</u> Date of Endorsement: <u>24.1.19</u>			This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
80	7	Glenbrook	Street	The Ponds
81	10	Glenbrook	Street	The Ponds
82	12	Glenbrook	Street	The Ponds
83	14	Glenbrook	Street	The Ponds
84	16	Glenbrook	Street	The Ponds
85	18	Glenbrook	Street	The Ponds
86	20	Glenbrook	Street	The Ponds
87	22	Glenbrook	Street	The Ponds
88	24	Glenbrook	Street	The Ponds
89	61	Megalong	Street	The Ponds
90	59	Megalong	Street	The Ponds
91	57	Megalong	Street	The Ponds
92	55	Megalong	Street	The Ponds
93	25	Hazelbrook	Street	The Ponds
94	23	Hazelbrook	Street	The Ponds
95	21	Hazelbrook	Street	The Ponds
96	19	Hazelbrook	Street	The Ponds
97	17	Hazelbrook	Street	The Ponds
98	15	Hazelbrook	Street	The Ponds
99	13	Hazelbrook	Street	The Ponds
100	11	Hazelbrook	Street	The Ponds
101	14	Hazelbrook	Street	The Ponds
102	16	Hazelbrook	Street	The Ponds
103	18	Hazelbrook	Street	The Ponds
104	20	Hazelbrook	Street	The Ponds
105	22	Hazelbrook	Street	The Ponds
Surveyor's Reference: 7247-2				

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 8 sheet(s)

Registered:  20.02.2019 Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 2 IN DP 1232802


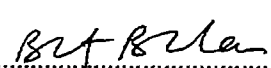


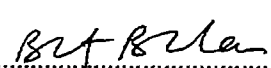


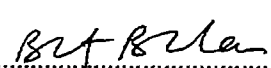


DP1229454

Subdivision Certificate number: SC-18-00061
 Date of Endorsement: 24-1-19

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
106	24	Hazelbrook	Street	The Ponds
107	26	Hazelbrook	Street	The Ponds
108	53	Megalong	Street	The Ponds
109	51	Megalong	Street	The Ponds
110	27	Bullburra	Street	The Ponds
111	25	Bullburra	Street	The Ponds
112	23	Bullburra	Street	The Ponds
113	21	Bullburra	Street	The Ponds
114	19	Bullburra	Street	The Ponds
115	17	Bullburra	Street	The Ponds
116	15	Bullburra	Street	The Ponds
117	18	Bullburra	Street	The Ponds
118	20	Bullburra	Street	The Ponds
119	22	Bullburra	Street	The Ponds
120	24	Bullburra	Street	The Ponds
121	26	Bullburra	Street	The Ponds
122	28	Bullburra	Street	The Ponds
123	47	Megalong	Street	The Ponds
124	45	Megalong	Street	The Ponds
125	43	Megalong	Street	The Ponds
126	41	Megalong	Street	The Ponds
127	39	Megalong	Street	The Ponds
128	35	Mountain	Street	The Ponds
129	Not Available	Hambledon	Road	The Ponds

Surveyor's Reference: 7247-2

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 8 of 8 sheet(s)									
<div style="display: flex; justify-content: space-between;"> <div> Registered:  20.02.2019 </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOT 2 IN DP 1232802 </div> <div style="margin-top: 5px;"> Subdivision Certificate number: <u>SC-18-00061</u> Date of Endorsement: <u>24-1-19</u> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;"> DP1229454 </div> <div style="margin-top: 10px;"> <p style="font-size: 0.8em;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> EXECUTED by) UPG 42 Pty Limited) ACN 616 169 450) in accordance with s127 of) the Corporations Act 2001) </td> <td style="width: 20%; text-align: center; vertical-align: middle;">  Bhart Bhushan Sole Director/Secretary </td> <td style="width: 40%;"></td> </tr> <tr> <td colspan="3" style="text-align: center; padding: 20px 0;"> <u>Consent of Mortgagee</u> </td> </tr> <tr> <td style="vertical-align: top;"> EXECUTED by) Alceon Group No. 55 Pty Limited) ACN 616 105 867) in accordance with s127 of) the Corporations Act 2001) </td> <td style="text-align: center; vertical-align: middle;">  Trevor Loewensohn (Print Name) Director </td> <td style="text-align: center; vertical-align: middle;">  Melanie Hedges (Print Name) Director/Secretary </td> </tr> </table>			EXECUTED by) UPG 42 Pty Limited) ACN 616 169 450) in accordance with s127 of) the Corporations Act 2001)	 Bhart Bhushan Sole Director/Secretary		<u>Consent of Mortgagee</u>			EXECUTED by) Alceon Group No. 55 Pty Limited) ACN 616 105 867) in accordance with s127 of) the Corporations Act 2001)	 Trevor Loewensohn (Print Name) Director	 Melanie Hedges (Print Name) Director/Secretary
EXECUTED by) UPG 42 Pty Limited) ACN 616 169 450) in accordance with s127 of) the Corporations Act 2001)	 Bhart Bhushan Sole Director/Secretary										
<u>Consent of Mortgagee</u>											
EXECUTED by) Alceon Group No. 55 Pty Limited) ACN 616 105 867) in accordance with s127 of) the Corporations Act 2001)	 Trevor Loewensohn (Print Name) Director	 Melanie Hedges (Print Name) Director/Secretary									
Surveyor's Reference: 7247-2											

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

Lengths are in metres

(Sheet 1 of 27 sheets)

Plan: **DP1229454**

Plan of Subdivision of Lot 2 in DP1232802 covered by Subdivision Certificate No. ~~00061~~ of ~~2013~~

Full name and address of the owner of the land:

UPG 42 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 3 Wide (A)	59	2432/DP1184684
2	Easement for Padmount Substation 2.885 Wide (B)	27	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (C)	Part 27 designated (C), Part 28 designated (C), Part 74 designated (C) & Part 75 designated (C)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Restriction on the Use of Land (D)	Part 27 designated (D), Part 28 designated (D), Part 74 designated (D) & Part 75 designated (D)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Easement for Drainage of Water 1.5 Wide and variable (E)	36 37 48	35 35 & 36 35, 36 & 37
6	Easement for Drainage of Water 1.5 Wide (F)	11 29 30 31 32 33	29-34 inclusive 30-34 inclusive 31-34 inclusive 32, 33 & 34 33 & 34 34

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 27 sheets)

Plan:

DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
 Subdivision Certificate No. 00061 of 2018

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
7	Easement for Drainage of Water 1.5 Wide (G)	19 21 23 24 25 26 27	21 & 23-28 inclusive 23-28 inclusive 24-28 inclusive 25-28 inclusive 26, 27 & 28 27 & 28 28
8	Easement for Drainage of Water 1.5 Wide (H)	68 69 70 74 75 76 77 78 79	69, 70 & 74-80 inclusive & Pt. 2430/1184684 designated (M) 70 & 74-80 inclusive & Pt. 2430/1184684 designated (M) 74-80 inclusive & Pt. 2430/1184684 designated (M) 75-80 inclusive & Pt. 2430/1184684 designated (M) 76-80 inclusive & Pt. 2430/1184684 designated (M) 77-80 inclusive & Pt. 2430/1184684 designated (M) 78, 79, 80 & Pt. 2430/1184684 designated (M) 79, 80 & Pt. 2430/1184684 designated (M) 80 & Pt. 2430/1184684 designated (M)

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 27 sheets)

Plan:

Plan of Subdivision of Lot 2 in DP1232802 covered by
 Subdivision Certificate No. ~~DP1232802~~ **96 2018**

DP1229454

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
9	Easement for Padmount Substation 2.75 Wide (I)	74	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
10	Easement for Drainage of Water 1.5 Wide (J)	83 84 85 86 87 88 94	82 82 & 83 82, 83 & 84 82-85 inclusive 82-86 inclusive 82-87 inclusive 82-88 inclusive
11	Easement for Drainage of Water 1.6 Wide (K)	101 102 103 104 105	2366/DP1184683 & 2381/DP1184683-2385/DP1184683 inclusive 2366/DP1184683, 2381/DP1184683-2385/DP1184683 inclusive & 101 2366/DP1184683, 2381/DP1184683-2385/DP1184683 inclusive, 101 & 102 2366/DP1184683, 2381/DP1184683-2385/DP1184683 inclusive 101, 102 & 103 2366/DP1184683, 2381/DP1184683-2385/DP1184683 inclusive & 101-104 inclusive

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 27 sheets)

Plan:

DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
 Subdivision Certificate No. **00061 of 2018**

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
11	Easement for Drainage of Water 1.6 Wide (K) (Cont.)	106 107 111	2366/DP1184683, 2381/DP1184683- 2385/DP1184683 inclusive & 101-105 inclusive 2366/DP1184683, 2381/DP1184683- 2385/DP1184683 inclusive & 101-106 inclusive 2366/DP1184683, 2381/DP1184683- 2385/DP1184683 inclusive & 101-107 inclusive
12	Restriction on the Use of Land	1-128 inclusive	Blacktown City Council
13	Restriction on the Use of Land	60	Blacktown City Council
14	Restriction on the Use of Land	80	Blacktown City Council
15	Restriction on the Use of Land	81	Blacktown City Council
16	Restriction on the Use of Land	100	Blacktown City Council
17	Restriction on the Use of Land	101	Blacktown City Council
18	Restriction on the Use of Land	116	Blacktown City Council
19	Restriction on the Use of Land	129	Blacktown City Council

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 Authorised Officer

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

Lengths are in metres

(Sheet 5 of 27 sheets)

Plan:

Plan of Subdivision of Lot 2 in DP1232802 covered by
 Subdivision Certificate No. 00061 of 2018

DP1229454

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
20	Restriction on the Use of Land	1-7 inclusive, 9-19 inclusive, 21-31 inclusive, 33-57 inclusive, 59, 61-70 inclusive, 72-79 inclusive, 83-88 inclusive, 90-99 inclusive, 102-107 inclusive, 109, 111-114 inclusive, 120, 121, 122 & 124-128 inclusive	Blacktown City Council
21	Temporary Right of Access Variable Width (L)	79 99 115	80 100 116
22	Positive Covenant	18, 19 & 20	Blacktown City Council
23	Restriction on the Use of Land	18, 19 & 20	Blacktown City Council
24	Restriction on the Use of Land	1-128 inclusive	Blacktown City Council
25	Restriction on the Use of Land	18, 19 & 20	Blacktown City Council
26	Easement for Drainage of Water 2.115 Wide (N)	40	35, 36 & 37

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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 27 sheets)

Plan:
DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
 Subdivision Certificate No. ~~00061 of 2018~~

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
27	Easement for Overhang, Access & Maintenance 0.9 Wide (Q)	32 54 55 71 72 75 77 79 80 85 87 98 103 104 105 106 123 124 126 127	31 53 56 70 70 74 76 78 79 86 88 97 102 103 104 105 122 125 128 128
28	Easement for Overhang, Access & Maintenance 0.9 Wide (R)	54 106	55 107
29	Restriction on the Use of Land	31, 32, 53, 54, 55, 56, 70, 71, 72, 74, 75, 76, 77, 78, 79, 80, 85, 86, 87, 88, 97, 98, 103, 104, 105, 106, 107, 122, 123, 124, 125, 126, 127 & 128	Blacktown City Council
30	Restriction on the Use of Land	1-128 inclusive	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 7 of 27 sheets)

Plan:
DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
 Subdivision Certificate No. 00061 of 2018

PART 1A

No. of item shown in the intention panel on the plan	Identity of easements to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to Drain Water Variable Width (DP1184683)	2/1232802	Blacktown City Council
2	Easement to Drain Water 10 Wide & Variable (DP1184683)	2/1232802	Blacktown City Council
3	Easement for Underground Cables 1 Wide (DP1184683)	2/1232802	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 (Statutory successor to Endeavour Energy)

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 27 sheets)

Plan:

DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
Subdivision Certificate No. ~~00061~~ of ~~2018~~

PART 2

1. Terms of Easement numbered 2 in the plan


1.1 Definitions

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

1.2 Epsilon Distribution Ministerial Holding Corporation may:

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

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.....
Authorised Officer

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

Lengths are in metres

(Sheet 9 of 27 sheets)

Plan:

DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
Subdivision Certificate No. ~~000.6.1...~~ **000.6.1... of 2018...**

PART 2

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

Name of Authority having the power to release vary or modify the Easement numbered 2 in the plan is
Epsilon Distribution Ministerial Holding Corporation.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 10 of 27 sheets)

Plan:
DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
Subdivision Certificate No. 00061 of 2018

PART 2

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

2.1 Definitions:

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

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

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

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

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

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

Name of Authority having the power to release vary or modify the terms of Restriction numbered 3 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

(Sheet 11 of 27 sheets)

Plan:
DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
Subdivision Certificate No. ~~00061 of 2018~~

PART 2

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

3.1 Definitions:

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

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

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

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

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

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

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

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4. Terms of Easement numbered 9 in the plan

4.1 Definitions

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

4.2 Epsilon Distribution Ministerial Holding Corporation may:

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

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

Name of Authority having the power to release vary or modify the Easement numbered 9 in the plan is
Epsilon Distribution Ministerial Holding Corporation.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
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Plan:
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Plan of Subdivision of Lot 2 in DP1232802 covered by
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PART 2

5. Terms of Restriction on the Use of Land numbered 12 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 19 in the plan is **Blacktown City Council**

6. Terms of Restriction on the Use of Land numbered 13 in the plan

No further development of the lot burdened is to take place unless in conjunction with Lot 2430 in DP1184684.

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

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 13 is **Blacktown City Council**

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

No further development of the lot burdened is to take place unless in conjunction with Lot 2430 in DP1184684.

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

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

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

No further development of the lot burdened is to take place unless in conjunction with Lot 2429 in DP1184684.

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

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

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

No further development of the lot burdened is to take place unless in conjunction with Lot 2365 in DP1184683.

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

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

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

No further development of the lot burdened is to take place unless in conjunction with Lot 2366 in DP1184683.

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

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

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

No further development of the lot burdened is to take place unless in conjunction with Lot 2367 in DP1184683.

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

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 18 is **Blacktown City Council**

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

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

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

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

Any future development on the lot burdened is to be consistent with the approved Building Envelope Plan (Drawing No. 03/19, Revision 3, dated 7 December 2018, held on File DA-17-01275).

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 20 is **Blacktown City Council**

14. Terms of Easement numbered 21 in the plan

The terms as setout in part 1 of Schedule 8 of the Conveyancing Act 1919 along with the following terms:

The temporary Right of Access is only permitted until the lot benefited has direct legal access to a public road.

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easement numbered 21 in the plan is **Blacktown City Council**

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15. Terms of Positive Covenant on the Use of Land numbered 22 in the plan

- 15.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the temporary on-site detention stormwater system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:
- Keep the system clean and free from silt, rubbish and debris.
 - Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Stormwater Detention Maintenance Schedule" as prepared by Aurécon on 11/09/2017, and also held on Council File: CC-17-01684. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
 - For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
 - Notify Council after each programmed maintenance inspection.
- 15.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- 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 15.1(d) above.

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(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 sub-paragraph 15.2(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.

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

For the purposes of this covenant, "the system" means the temporary on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14677 on 15/01/2018, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-01684.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 22 is **Blacktown City Council**

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16. Terms of Restriction on the Use of Land numbered 23 in the plan

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

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

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

For the purposes of this covenant, "the system" means the temporary on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14677 on 15/01/2018, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-01684.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 23 in the plan is **Blacktown City Council**

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17. Terms of Restriction on the Use of Land numbered 24 in the plan

The development shall be completed in accordance with the requirements of Development Application 15-02074 approved by Land and Environment Court of New South Wales on the 25th November 2016 and Development Application 17-01275 approved by Blacktown City Council on 21st December 2017.


Name of Authority having the power to release, vary or modify the restriction numbered 24 in the plan is **Blacktown City Council**.

18. Terms of Restriction on the Use of Land numbered 25 in the plan

No further development of the lot burdened is to take place unless approved by Development Consent. Such consent will not be granted until permanent downstream drainage has been constructed and the lots are no longer required for the purpose of a temporary drainage basin.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 25 is **Blacktown City Council**

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19. Terms of Easement numbered 27 in the plan

19.1 In this Easement for Overhang, Access & Maintenance:

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

Subject to clause 19.3, the body having the benefit of this easement may:

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

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

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

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19.3 In exercising the rights under this clause 19.3, the owner of the lot benefited must:

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

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

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

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

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

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easement numbered 27 in the plan is **Blacktown City Council**

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20. Terms of Easement numbered 28 in the plan

20.1 In this Easement for Overhang, Access & Maintenance:

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

Subject to clause 20.3, the body having the benefit of this easement may:

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

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

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

20.3 In exercising the rights under this clause 20.3, the owner of the lot benefited must:

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

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

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

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

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

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easement numbered 28 in the plan is **Blacktown City Council**

21. Terms of Restriction on the use of land numbered 29 in the plan

21.1 No obstructions shall be placed within the area of the Easement for Overhang, Access & Maintenance 0.9 Wide designated (Q) or the Easement for Overhang, Access & Maintenance 0.9 Wide designated (R) on the plan.

21.2 Blacktown City Council will not be party to any civil dispute resolution arising from the use of the Easement for Overhang, Access & Maintenance or the maintenance and repair of the zero lot line walls. This is the responsibility of burdened and benefited property owners to be resolved in a court of appropriate jurisdiction.

Name of Authority having the power to release vary or modify the terms of restriction on use of land numbered 29 in the plan is **Blacktown City Council**.

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22. Terms of Restriction on the Use of Land numbered 30 in the plan

No buildings shall be erected on the lot hereby burdened unless they comply with the requirements in the Salinity Report as prepared by Geotesta Pty Ltd Reference NE287 dated 26/7/18 and also held on Council File: CC-17-01684. A copy of this Report is available to all owners and occupiers of the burdened lot(s).

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 30 in the plan is **Blacktown City Council**

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easements numbered 1, 5, 6, 7, 8, 10, 11 & 26 is **Blacktown City Council**

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

.....
Signature of Delegate

.....
Name of Delegate

.....
Position of Delegate

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

.....
Signature of Witness

.....
Name of Witness

C/- Blacktown City Council
62 Flushcombe Road
BLACKTOWN NSW 2143

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.....
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CONVEYANCING ACT 1919**

Lengths are in metres

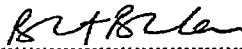
26 27
(Sheet 23 of 23 sheets)

Plan:

DP1229454

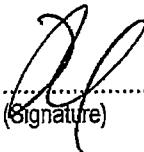
Plan of Subdivision of Lot 2 in DP1232802 covered by
Subdivision Certificate No.90961... of ...2018.....

EXECUTED by)
UPG 42 Pty Limited)
ACN 616 169 450)
in accordance with s127 of)
the Corporations Act 2001)


Bhart Bhushan
Sole Director/Secretary

Consent of Mortgagee

EXECUTED by)
Alceon Group No. 55 Pty Limited)
ACN 616 105 867)
in accordance with s127 of)
the Corporations Act 2001)


(Signature)
Trevor Loewensohn
(Print Name)
Director


(Signature)
Melanie Hedges
(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

27 27
(Sheet 25 of 25 sheets)

Plan:

DP1229454

Plan of Subdivision of Lot 2 in DP1232802 covered by
Subdivision Certificate No. 00061 of 2018

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

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

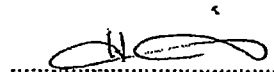
Signature of witness:



Name of witness:

NATASHA ISSAC

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4727 No. 524
4734 883

Signing on behalf of Endeavour Energy Network
Asset Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS18889

Date of Signature:

28 May 2018

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

REGISTERED



20.02.2019

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



R.P. 13A. No. **J-318666**

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



Fees: £ 3 10 0
Lodgment
Endorsement : 5
Certificate

2/4/17
4. 5.
17/4/63

(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 permanent black ink only.

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

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand and sixty five pounds (£1065,0,0) (the receipt whereof is hereby acknowledged) paid to us by

ARCHIBALD ALLEN WILLIAMS of Sydney Church of England Girls and **EILEEN JESSIE WILLIAMS**

Handwritten signature: Archibald Allen Williams

do hereby transfer to

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

the said **ARCHIBALD ALLEN WILLIAMS** of Sydney Church of England Girls Grammar School, Moss Vale, Laborer and **EILEEN JESSIE WILLIAMS**, his Wife, (herein called transferees) as joint tenants (herein called transferees)

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

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	GIDLEY	part	7790	29 & 30	being Lot 58 on Deposited Plan 28833
Together with a right of way over that part of Lot 57 on Deposited Plan 2-8833 being 20 feet wide extending from Hambledon Road along the Southern boundary of Lot 56-1039 feet 9 inches or thereabouts to a point being the intersection of a line drawn in extension of the Western boundary of Lots 57 and 58 on the said Deposited Plan. Excepting thereout the Transferors' estate and interest in all minerals lying within the said land and reserving unto the Transferors as appurtenant to Lot 57 on Deposited Plan 28833 a right of way over that part of the property hereby transferred being 20 feet wide extending from Hambledon Road along the Northern boundary of Lot 59 on the said Deposited Plan 1039 feet 9 inches or thereabouts to a point being the intersection of a line drawn in extension of the Western boundaries of Lots 57 and 58.					

And the transferees covenant (a) with the transferors :

(a) that no fence shall be erected on the said land to divide it

from the Transferors' adjoining Lots 57, 59, 60 and 61

Deposited Plan 28833 without the consent of the Transferors

but such consent shall not be withheld if the fence shall be

erected without expense to the Transferors and in favour of

any person dealing with the Transferee such consent as afore-

said shall be deemed to have been given in respect of any

fences for the time being erected.

(b) That the Transferees shall not at any time hereafter excavate

carry away or remove or permit to be excavated carried away

or removed any earth clay stone gravel soil or sand from the

said land except for the purpose of excavating for the foundat-

ions of any building to be erected thereon or use or permit

or allow the said land to be used for the manufacture or winn-

ing 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.

of Strife out if unnecessary, or
suitably adjust.

(1) If any covenants are to
be created or any excep-
tions to be made; or

(2) If the statutory cove-
nants implied by the Act
are intended to be varied
or modified.

Covenants should comply with
the provisions of Section 33 of
the Conveyancing Act, 1919-
1954.

ENCUMBRANCES, &c., REFERRED TO.

NIL

* A very short note will suffice.

K 1145-2 54 427

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

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

Execution may be proved where the parties are resident:-

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

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

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

(d) in any other place by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 29th day of April, 19 63
Signed in my presence by the transferors
are
WHO IS PERSONALLY KNOWN TO ME
John Williams
John Williams
Sydney

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
John Williams
Transferor(s)

Signed in my presence by the transferees
are
WHO IS PERSONALLY KNOWN TO ME
M. M. Churne
Solicitor Sydney

A. A. Williams
E. G. Williams
Transferee(s)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at Sydney the 29th day of March 19 63

Signed in the presence of-

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

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

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.

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

† N.B.-Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person (solely or co-signatory) 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, caution, or lease, the Transferor must accept personally.

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

J 318666
 No. _____

LODGED BY FRIDDLE COSLING DALRYMPLE & SILLAR,
 Solicitors,
 17, Castlereagh Street,
 SYDNEY.
 Telephone 28-4641.

FEES

- The Fees, which are payable on lodgment, are as follows:—
- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £3 6s. 0d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 - (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
 - (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engraving exceeds 15 folios, an amount of 5s. per folium extra fee is payable.

DOCUMENTS LODGED HEREWITH

To be filled in by person lodging dealing.

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

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

RE, AUTOMOBILE & GENERAL FINANCE CO. LTD.

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

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

Dated at Sydney this 29th day of March 1963

Signed in my presence by D. Lazarus
 and Joseph F. Marks at the du' constituted
 attorneys of AUTOMOBILE & GENERAL
 FINANCE COMPANY Limited, who are personally
 known to me.

Phazans
Phazans
Phazans

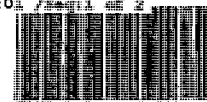
Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER <i>By notary public</i> <i>By notary public</i> <i>By notary public</i> <i>By notary public</i>
Checked by	Particulars entered in Register Book. Volume <u>7790</u> Folio <u>39</u> <u>30</u> M.P.D.
Passed (in SDB) by	<u>Rt.</u> the 27th day of June 1963 at
Signed by	minutes past 11 o'clock in the forenoon <i>James</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>St.</i>	21/5/63
Draft written	<i>St.</i>	21/5/63
Draft examined	<i>St.</i>	21/5/63
Diagram prepared	<i>St.</i>	21/5/63
Diagram examined	<i>St.</i>	21/5/63
Draft forwarded	<i>St.</i>	21/5/63
Sup. of Engravers	<i>St.</i>	21/5/63
Cancellation Clerk	<i>St.</i>	21/5/63
Vol. <u>9459</u> Fol. <u>214</u>		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



09832242

NEW SOUTH WALES :
Appln. No.22639
Prior Title Vol.7790-Fols. 29
and 30.

CERTIFICATE OF TITLE
PROPERTY ACT, 1900, as amended.



Vol. **9832** Fol. **242**

1st Edition issued 12-10-1964

EM. J720148.

9832 Fol. 242
(Page 1) Vol.

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

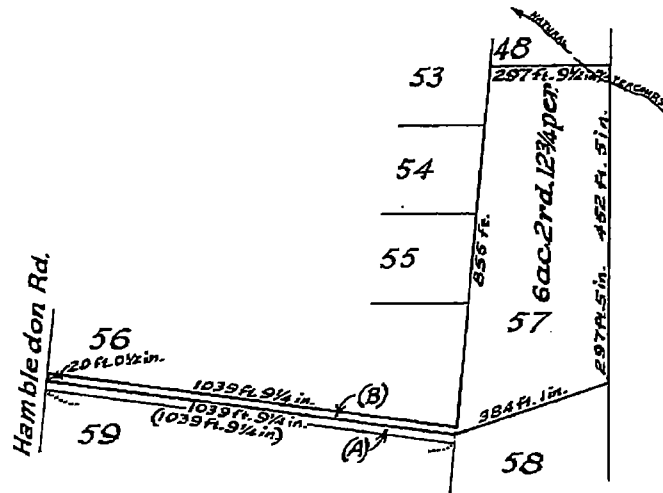
Witness

CANCELLED

Registrar General.

PLAN SHOWING LOCATION OF LAND

SEE AUTO FOLIO



J720148 *J.M.S.*

Scale: 300 feet to one inch.

ESTATE AND LAND REFERRED TO.

Estate in Fee Simple in Lot 57 in Deposited Plan 28833 at Quakers Hill in the Municipality of Blacktown Parish of Gidley and County of Cumberland being part of Portion 12 granted to John Palmer on 13-1-1818 excepting thereout the minerals excepted by Transfer No.J720148.

Jawatson
Registrar General.

FIRST SCHEDULE (Continued overleaf)

~~CHARLIE MIFSUD, and JERRY MIFSUD, both of Toongabbie, Machine Operators, as Tenants in Common in equal shares.~~

Jawatson
Registrar General.

SECOND SCHEDULE (Continued overleaf)

1. Reservations and conditions, if any, contained in the Crown Grant(s) above referred to.
2. Right of Way created by Transfer No.J318666 appurtenant to the land above described affecting the piece of land designated (A) in the plan hereon.
3. Right of Way created by Transfer No.J318666 affecting the part of the land above described designated (B) in the plan hereon.
4. Covenant created by Transfer No.J720148.

Jawatson
Registrar General.

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED.

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE.

УДК 62-50

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR	INSTRUMENT NUMBER		DATE	ENTERED	Signature of Registrar General
	NATURE	NUMBER			
<p><i>Walter Sullivan of Blackburn, gardener and Mary Sullivan his wife co-joint tenants</i></p>	<p><i>Transferred</i></p>	<p><i>K 208078</i></p>	<p><i>16.12.1965</i></p>	<p><i>22.12.1965</i></p>	<p><i>[Signature]</i></p>
<p>CANCELLED</p>					
<p>SEE AUTO FOLIO</p>					

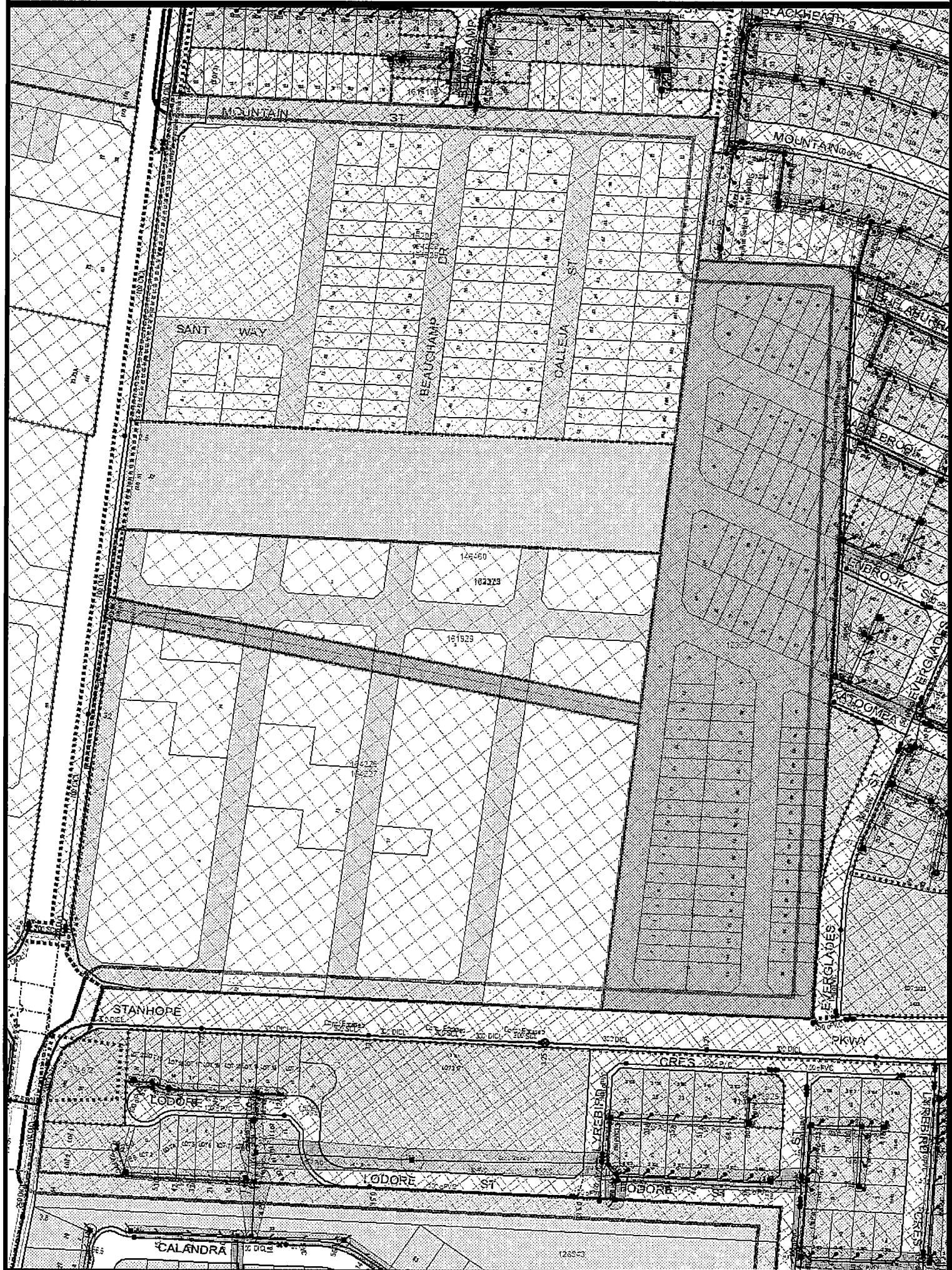
CANCELLED

SEE AUTO FOLIO

SECOND SCHEDULE (continued)[illegible]

FORM No. 62

ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Australian Government
Australian Taxation Office



UNIVERSAL PROPERTY GROUP PTY LIMITED
37 GILBA ROAD
GIRRAWEE NSW 2145

Our reference: 7114177826480

Phone: 13 28 66

16 January 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410278614025
Vendor name	UNIVERSAL PROPERTY GROUP PTY LIMITED
Previous Vendor name	
Vendor address	37 GILBA ROAD GIRRAWEE NSW 2145
Clearance Certificate Period	20 December 2019 to 18 January 2021

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



UNIVERSAL PROPERTY GROUP PTY LIMITED Consolidated Group Members

Consolidated Group Member

1. UNIVERSAL PROPERTY GROUP PTY LIMITED
2. UPG 4 PTY LTD
3. UPG 1 PTY LIMITED
4. UPG 2 PTY LIMITED
5. UPG 3 PTY LIMITED
6. OMAXE PROPERTIES PTY LIMITED
7. BROTHERS PROPERTY DEVELOPMENT PTY LIMITED
8. UPG 5 PTY LIMITED
9. UPG 6 PTY LIMITED
10. UPG 7 PTY LTD
11. UPG 8 PTY LTD
12. UPG 9 PTY LTD
13. UPG 10 PTY LTD
14. UPG 11 PTY LTD
15. UPG 12 PTY LTD
16. UPG 13 PTY LTD
17. UPG 14 PTY LTD
18. BATHLA HV PTY LTD
19. UPG 15 PTY LTD
20. UPG 16 PTY LTD
21. UPG 17 PTY LTD
22. UPG 18 PTY LTD
23. UPG 19 PTY LTD
24. UPG 20 PTY LTD
25. UPG 21 PTY LTD
26. UPG 22 PTY LTD
27. UPG 23 PTY LTD
28. UPG 24 PTY LTD
29. UPG 25 PTY LTD
30. UPG 26 PTY LTD
31. UPG 27 PTY LTD



UNIVERSAL PROPERTY GROUP PTY LIMITED Consolidated Group Members

Consolidated Group Member

32.	UPG 28 PTY LTD
33.	UPG 29 PTY LTD
34.	UPG 30 PTY LTD
35.	UPG 32 PTY LTD
36.	UPG 33 PTY LTD
37.	UPG 34 PTY LTD
38.	UPG 35 PTY LTD
39.	UPG 31 PTY LTD
40.	UPG 36 PTY LTD
41.	UPG 37 PTY LTD
42.	UPG 38 PTY LTD
43.	UPG 39 PTY LTD
44.	UPG 40 PTY LTD
45.	UPG 46 PTY LTD
46.	UPG 47 PTY LTD
47.	UPG 48 PTY LTD
48.	UPG 49 PTY LTD
49.	UPG 41 PTY LTD
50.	UPG 42 PTY LTD
51.	UPG 43 PTY LTD
52.	UPG 44 PTY LTD
53.	UPG 45 PTY LTD
54.	UPG 50 PTY LTD
55.	UPG 51 PTY LTD
56.	UPG 52 PTY LTD
57.	UPG 53 PTY LTD
58.	UPG 54 PTY LTD
59.	UPG 55 PTY LTD
60.	UPG 56 PTY LTD
61.	UPG 57 PTY LTD
62.	UPG 58 PTY LTD



UNIVERSAL PROPERTY GROUP PTY LIMITED Consolidated Group Members

Consolidated Group Member

63.	UPG 59 PTY LTD
64.	UPG 60 PTY LTD
65.	UPG 61 PTY LTD
66.	UPG 62 PTY LTD
67.	UPG 63 PTY LTD
68.	UPG 64 PTY LTD
69.	UPG 65 PTY LTD
70.	UPG 66 PTY LTD
71.	UPG 67 PTY LTD
72.	UPG 68 PTY LTD
73.	UPG 69 PTY LTD
74.	UPG 70 PTY LTD
75.	UPG 71 PTY LIMITED
76.	UPG 72 PTY LIMITED
77.	UPG 74 PTY LIMITED
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79.	UPG 76 PTY LIMITED
80.	UPG 77 PTY LIMITED
81.	UPG 78 PTY LIMITED
82.	UPG 79 PTY LIMITED
83.	UPG 80 PTY LIMITED
84.	UPG 73 PTY LIMITED
85.	UPG 81 PTY LTD
86.	UPG 82 PTY LTD
87.	UPG 83 PTY LTD
88.	UPG 84 PTY LTD
89.	UPG 85 PTY LTD
90.	UPG 86 PTY LTD
91.	UPG 87 PTY LTD
92.	UPG 88 PTY LTD
93.	UPG 89 PTY LTD



UNIVERSAL PROPERTY GROUP PTY LIMITED Consolidated Group Members

Consolidated Group Member

94.	UPG 90 PTY LTD
95.	UPG 91 PTY LTD
96.	UPG 92 PTY LTD
97.	UPG 93 PTY LTD
98.	UPG 94 PTY LTD
99.	UPG 95 PTY LTD
100.	UPG 96 PTY LTD
101.	UPG 97 PTY LTD
102.	UPG 98 PTY LTD
103.	UPG 99 PTY LTD
104.	UPG 100 PTY LTD
105.	UPG 101 PTY LTD
106.	UPG 103 PTY LTD
107.	UPG 104 PTY LTD
108.	UPG 105 PTY LTD
109.	UPG 102 PTY LTD

Consumer Building Guide

Mandatory information for consumers

Builders and tradespeople must give you a copy of this guide before entering into a contract for residential building work costing more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

What to consider before work starts

Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence at the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

Home Building Compensation Fund (previously called Home Warranty Insurance)

Where work is worth more than \$20,000 (including labour and materials), the builder or tradesperson must not start work or ask for any money (including a deposit) until they give you a copy of the Home Building Compensation Fund certificate for your job. Certain types of work are exempt; check our Home Building Compensation Fund web page.

Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's. Find an accredited certifier at the Building Professionals Board site: www.bpb.nsw.gov.au

Contracts and payments

All contracts must be in writing. The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names; including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building work worth more than \$20,000 requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, and the contract price or warning that the contract price is not known. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a 'variation'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- 'sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may not have the right kind of licence or Home Building Compensation Fund certificate.

When things go wrong

Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and

appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 2 years for all defects, and 6 years for major defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

Resolving a dispute

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **Home Building Compensation Fund**: contact your insurer as soon as you become aware of defective or incomplete work.

More information

Visit the Home Building and Renovating section of the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews and information, and to access Fair Trading on social media.



Platinum Package- House & Land

Appliances:

- AEG Oven BEE455010M
- AEG Gas Cooktop HG90FX-A -900mm
- AEG Range hood DPB5950M/A-900mm
- AEG Dishwasher -FFB72600PM

Kitchen:

- Kitchen cabinet combination of two colours
- 40mm Stone Benchtop
- Double Bowl Square Kitchen Sink with mixer

Wardrobes & blinds

- Wardrobes with Mirror and White Glass Sliding Door
- Roller Blinds for windows except wet area and vertical blinds for sliding door

Floor Coverings:

- **First Floor:**
 - Hybrid flooring in Bedrooms, stairs, rumpus and hallway
- **Ground Floor:**
 - Tiles in living, kitchen & dining
 - hybrid flooring in ground floor bedroom/media room

Bathroom & Ensuite:

- Full height tiles to bathroom Walls
- Bath tub (only if shown on marketing plan & size subject to space)
- Chrome finish mixer tapware to vanity basin, bath and shower
- Chrome finish toilet roll holder and towel rail
- Back to wall toilet suite
- Semi frameless shower screens
- Vanity Mirror
- floor tiles
- floor waste
- 3 in 1 heat/light/exhaust fan

Laundry:

- Laundry sink with mixer
- floor tiles with skirting

Electrical & Gas:

- Actron Air Reverse Cycle Ducted Air Conditioning 10KW
- Downlights throughout and Pendant lighting over island bench (subject to layout)
- 3 in 1 heat lights only in upstairs bathroom /light/exhaust to bathrooms
- Telephone outlet to living area and master bedroom
- Free TV Outlet to living area and master bedroom
- Power points
- Security Alarm
- Video Intercom System
- Smoke Alarms
- internet Services live but initial setup box charges to be payable by client

Gas:

- Continuous flow instant gas hot water system
- Gas outlet

Garage:

- Panel lift Garage door with two remote control door handsets
- light fitting
- Double Power point

Warranties

- 6 year structural guarantee (as per Legislation)
- 90 day warranty period for non-structural issues

The purchaser specifically acknowledges that inclusion items, appliances, fixtures and fittings may change without notice. Any changed item will be of an equivalent finish, quality and standard to the original inclusion item. Universal Property Group Pty Ltd ABN 98 078 297 748.
