


# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>Raj &amp; Jai 2 Pty Ltd ACN 622 511 675</b> <b>137 Gilba Road, Girraween, NSW 2145</b>	
vendor's solicitor	 <p><b>Sydney West Conveyancing</b>  <small>LN: 05008976</small></p> <p> <small>                     P: 02 8860 5590 F: 02 9688 4762                      info@swconveyancing.com.au                      137 Gilba Road, Girraween NSW 2145                      www.swconveyancing.com.au                 </small> </p>	<b>Phone: 02 8860 5590</b> <b>Fax: 02 9688 4762</b> <b>Ref: JA:</b> <b>E: judy@swconveyancing.com.au</b>

date for completion **See additional condition 34.1** (clause 15)

land (address, plan details and title reference) **Lot ,125 Burdekin Road, Quakers Hill, New South Wales 2763 now known as**

**Registered Plan: Lot in SP103427**

**Folio Identifier /SP103427**

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

improvements

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

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

inclusions	<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	
price	\$
deposit	\$
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 ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

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

PEXA

**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW* payment  
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

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**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☒ 22 *clearance certificate*
- ☐ 23 land tax certificate

**Home Building Act 1989**

- ☒ 24 insurance certificate
- ☒ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☒ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

**Other**

- ☐ 59

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

Comfort Living Strata Management, Suite 1, 52 Station Street Harris Park NSW 2150 Ph: 9635-5101

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an undorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
  - 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
  - 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

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

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

### *Amendments to Terms*

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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*

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34. In this contract these terms (in any form) have the following meanings:

**"Attached Requisitions"** means the form of strata title requisitions annexed hereto;

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

**"Building"** means a building strata residential units to be constructed on the Parcel.

**"By-Laws"** means the by-laws attached hereto;

**"Certificate of Occupation"** means the Certificate required under 6.9 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

**"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 28 days from the date of this contract;

**"Default Rate"** means 10% per annum

**"Depositholder"** means the vendor's conveyancer

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

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

**"Freehold Act"** means the Strata Schemes Development Act, 2015;

**"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;

**"Lot"** means the Lots and the Common Property contained in Strata Plan 103427;

**"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) a redefinition of the boundaries of the Parcel or any part of it;
- (b) a minor road realignment or dedication on or adjoining the Land or the Parcel;
- (c) the creation, surrender or removal of covenants, leases, easements or dedications relating to the provision of drainage, detention, electricity substations or any other services or for any other purpose on the Parcel, the common property or any Lot;
- (d) a variation of the proposed boundaries between Lots and common property other than those which touch and affect the Property;
- (e) a grant of exclusive use or occupancy in respect of any part of the common property including any carspaces and, in particular, any visitor carspaces;
- (f) the conversion of an area of exclusive use or occupancy or exclusive use rights on the common property or the Parcel to form a part of the title to a Lot or vice versa;
- (g) the incorporation of a separately identified Utility Lot and in particular a carspace, into the title to a Lot or excising a Utility Lot from the title of any Lot to create one or more separately titled Utility Lots;
- (h) the creation or removal of any rights of footway or access to or from an adjoining property;

- (i) a change in the postal address of the Property from that on the cover page of this contract
- (j) an alteration to any finish specified or item to be installed in the Property or on the common property of the Strata Plan, provided the alteration is to a finish or item of a similar quality to that specified in the Schedule of Finishes; and

**"Owners Corporation"** means the Owners Corporation for the Strata Scheme Strata Plan 103427

**"Normal Expense"** shall be deemed for the purposes of clause 23.5.3 to include any insurance premium landscaping works and landscaping bond paid or caused to be paid by the Vendor on behalf of the Owners Corporation or any other cost of complying with the obligations of an original proprietor of the Strata Scheme whether before or after the establishment of the scheme.

**"Parcel"** means the land comprising the lots and common property which is the subject of the Strata Plan;

**"Property"** means the strata 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;

**"Strata Plan"** means the SP103427 annexed hereto;

**"Strata Development Act"** means the Strata Schemes Development Act 2015;

**"Strata Management Act"** means the Strata Schemes Management Act 2015;

**"Strata Schemes Legislation"** means the Strata Management Act and the Strata Development Act;

**"TA Act"** means Taxation Administration Act, 1953;

**"Utility Lot"** means all or one or more of the lots in the plan designed to be used primarily for the parking of motor vehicles or storage (if available) and not for human occupation as a residence, office, shop or the like;

**"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 Owners Corporation or 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;
- (d) the Vendor may (but is not obliged to) create by-laws to permit the installation and operation of conduit or vents and/or the placing of any air conditioning plant or machinery on or through the Common Property;

- (e) the Vendor may (but is not obliged) to have the Owners Corporation enter into an agreement with a building manager.
- (f) the Vendor may (but is not obliged) sell, divide (including strata subdivision) and/or grant exclusive use over storage areas indicated as such on the strata plan.
- (g) the Vendor may (but is but obliged to) procure that the Owners Corporation enter into an undertaking or guarantee in favour of the Council to ensure the planting and maintenance of the landscaping throughout the Parcel ("the Landscape Undertaking"). This may involve the owners corporation substituting its guarantee and procuring a bank guarantee in favour of Council;
- (h) the Property may be subject to an easement for an electricity substation, padmount or an electrical cable

### ***Interpretation and general matters***

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#### **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***

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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 3.00pm on the Date for Completion. The time for completion under that notice shall be at a time, no later than 3.30pm, 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 3.30pm, 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.***

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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***

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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 (excluding any waste service) or water rates for the then current annual or quarterly periods current at completion.

### ***Purchaser's Promises***

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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. (utility lots) unless specified on the front page of this contract in the description of the Property, no Utility Lot or carspace is included and if a Utility Lot or carspace is identified as being included, the Council may qualify its certificate of approval issued under s63 of the Strata Schemes Development Act, 2015 in respect of the Strata Plan by attaching a condition restricting user of all or one or more of the Utility Lots to use by a proprietor or occupier of a lot, not being one of the Utility Lots, in the Strata Plan; and
- 39.11. (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;
- 39.12. (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;

- 38.13. (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 40.2 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;
- 39.14. (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;
- 39.15 (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;
- 39.16 (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;
- 39.17 (boundary fencing) the Purchaser is not entitled to require the Vendor to contribute to fencing work; 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***

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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 the common property if any) 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. (land fill) the existence and classification of any land fill forming part of the land, if applicable;
- 40.12. (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
- 40.13. (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 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) the Vendor giving the Purchaser notice of registration of the Strata Plan; and
- (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
- 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 is subject to the dispute resolution procedures contained in clause 45, if the Vendor disputes the Purchaser's right of rescission.

### ***Vendor's Promises***

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- 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. Deleted
  - 43.3. (strata insurances) must cause the Owners Corporation to effect all insurances required to be effected by the Strata Schemes Management Act 2015 ("the Act") and otherwise comply with the obligations of an original proprietor under the Act;
  - 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;

### ***Vendor's Rights***

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- 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, Parcel or the common property shown on the Strata Plan;

- 44.2. (by laws) create further by laws in addition to or in replacement of those By laws, which the Vendor considers necessary or desirable including exclusive use By laws;
- 44.3. (selling and leasing) conduct selling and leasing activities on the Parcel;
- 44.4. (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;
- 44.5. (strata plan & minor amendments) register the Strata Plan in stages, alter the Strata Plan and make Minor Amendments and register any documents or plans necessary to do so;
- 44.6. (strata manager) on the registration of the Strata Plan or of any stages strata development, procure the appointment of a licensed strata managing agent for the strata scheme.

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***

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- 45. If:
  - 45.1. (finishes and defects) either party gives notice in writing to the other (within 3 months of the 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").
  - 45.4. 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
  - 45.5. 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***

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- 46. Deleted
- 47. Deleted

#### ***Guarantee if Corporate Purchaser***

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- 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:

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(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***

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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***

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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***

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- 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.



(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.

This clause shall not merge on completion.

54. 2 The vendor discloses that it will at its expense and as required by the relevant Authority from time to time, provide a functional fibre-ready facility and pipe infrastructure to be installed in proximity to the Property.

(i) is not liable for, nor has any control over the installation and/or the performance of the telecommunication service including the purchaser's inability to use the telecommunication service; and

(iii) has not, nor any other person on behalf of the vendor, made any representation or warranty to the purchaser about the performance of the telecommunications service or infrastructure.

54.5 For avoidance of doubt, this clause shall not merge on completion.

Executed on behalf of Raj & Jai 2 Pty Ltd ACN  
622 511 675 by its authorised officers:

.....  
Signature of authorised person:  
Sanjeev Kumar  
Office held: Sole Director/Secretary

Executed on behalf of Raj & Jai 2 Pty Ltd ACN  
622 511 675 by its Attorney:

.....  
Signature of witness:

.....  
Signature of authorised person:  
Manish Dua

.....  
Signature of witness:

.....  
Purchaser:

.....  
Signature of witness:

.....  
Purchaser:

.....  
Signature of witness:

.....  
Guarantor:

.....  
Signature of witness:

.....  
Guarantor:

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

## REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Subject to the Contract and so far as the Vendor is aware, it makes the following replies:

1. Noted.
2. No.
3. (a)-(f) Not applicable.
4. No.
5. (a)-(b) Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the s 47 certificate.
13. Noted.
14. Noted.
15. No.
16.
  - (a) As far as vendor is aware yes.
  - (b) No.
  - (c) No.
  - (d) Subject to Contract.
  - (e) Subject to Contract.
  - (f) No.
  - (g) No.
17. (a) - (g) The vendor is not aware of any such proposals.
18. As to the vendor no.
19. There is no swimming pool.
20.
  - (a) No.
  - (b) No.

21. (a) No.  
(b) No.  
(c) Other than as disclosed in the contract no.  
(d) No.
22. Not as far as the vendor is aware.
23. Not as far as the vendor is aware.
24. No.
25. No.
26. No.
27. No.
28. No.
29. Not as far as the vendor is aware.
30. This is a matter for search.
31. No.
32. (a-c) See Section 184 Certificate
33. Not as far as the vendor is aware.
34. No.
35. No.
36. No.
37. The vendor is not aware.
38. Not as far as the vendor is aware.
39. Not as far as the vendor is aware.
40. Noted.
41. This is a new strata scheme.
42. The purchaser should make their own enquiries upon the strata manager.
43. The vendor is not aware.
44. This is a new strata scheme
45. Noted.
46. Noted.
47. Noted.
48. If applicable this will be provided shortly prior to settlement.



---

49. Noted.

50. Subject to contract.

51. Not agreed.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP103427

SEARCH DATE	TIME	EDITION NO	DATE
15/7/2021	4:48 PM	1	13/7/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103427  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUAKERS HILL  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP103427

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 103427  
ADDRESS FOR SERVICE OF DOCUMENTS:  
4A PASFIELD CRESCENT  
QUAKERS HILL  
NSW 2763

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 213152 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP845747 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP1257140 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1257140 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1257140 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 8 DP1257140 POSITIVE COVENANT REFERRED TO AND NUMBERED (28) IN THE S.88B INSTRUMENT
- 9 DP1257140 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (29) IN THE S.88B INSTRUMENT
- 10 DP1257140 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP103427

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- NUMBERED (30) IN THE S.88B INSTRUMENT  
11 DP1257140 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (34) IN THE S.88B INSTRUMENT  
12 SP103427 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 103427

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 339	2	- 343	3	- 343	4	- 343
5	- 343	6	- 343	7	- 343	8	- 343
9	- 343	10	- 361	11	- 365	12	- 356
13	- 356	14	- 356	15	- 356	16	- 356
17	- 356	18	- 356	19	- 356	20	- 356
21	- 365	22	- 361	23	- 365	24	- 373
25	- 401	26	- 401	27	- 365	28	- 356

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

2082

PRINTED ON 15/7/2021

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

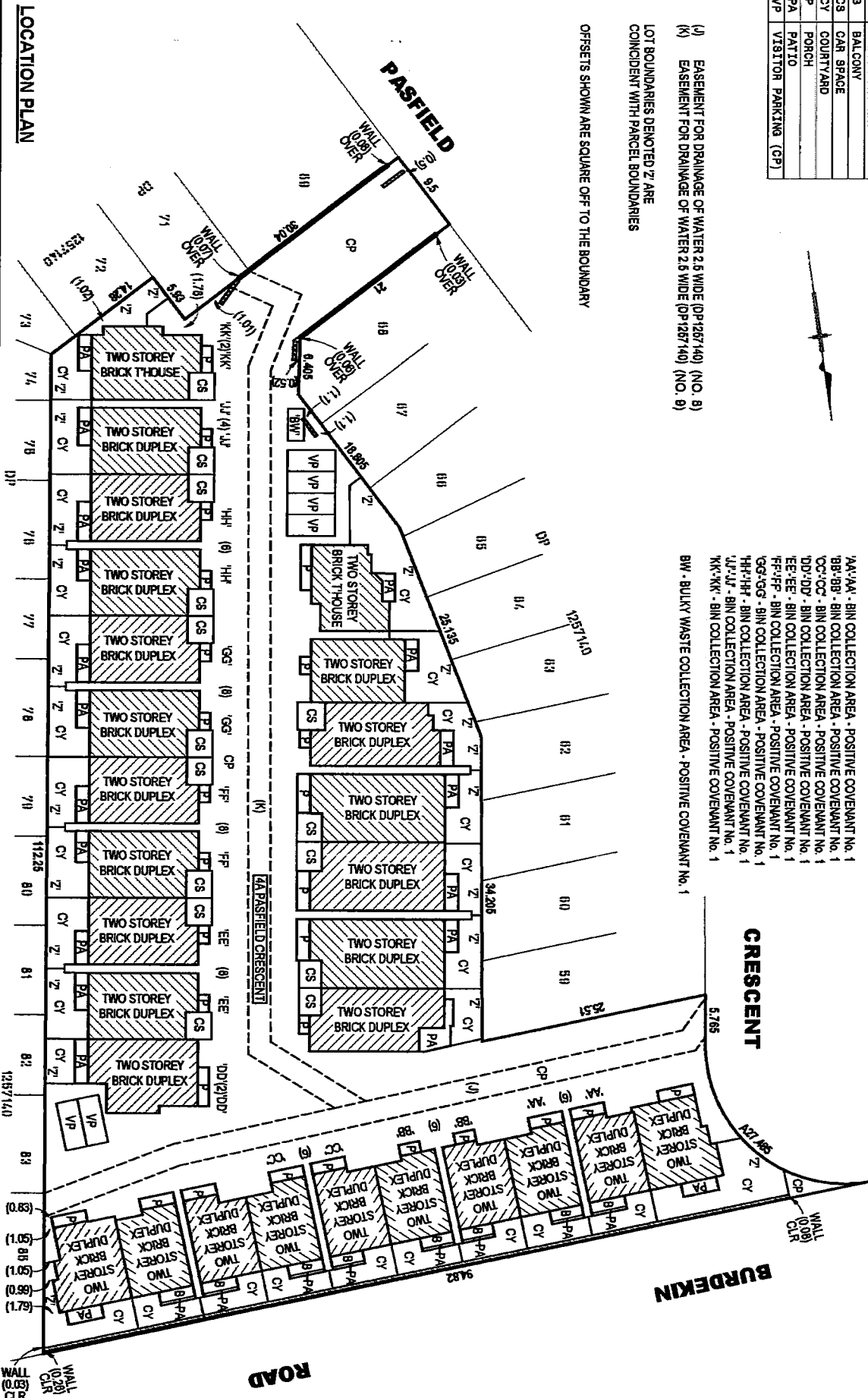
PLAN FORM 1

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

- (J) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (DP1267140) (N.C. 9)  
 (K) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (DP1267140) (N.C. 9)

LOT BOUNDARIES DENOTED 'Z' ARE  
 COINCIDENT WITH PARCEL BOUNDARIES

OFFSETS SHOWN ARE SQUARE OFF TO THE BOUNDARY



LOCATION PLAN

PLAN OF SUBDIVISION OF LOT 86 IN DP1267140

Surveyor:  
 ELIZABETH ANDERSON  
 Date: 01/08/2021  
 Surveyor's Ref: 7810

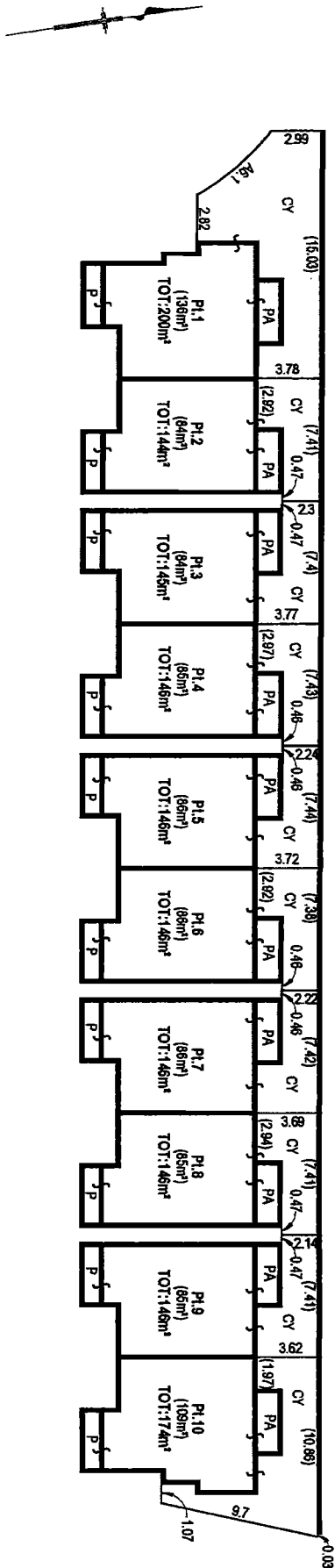
L.O.A. BLACKTOWN  
 Locality: QUAKERS HILL  
 Reduction Ratio 1:400  
 Lengths are in metres.

REGISTERED  
 13/07/2021

SP103427

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 4 SHEETS



NOTES:

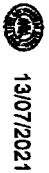
1. THE UPPER LIMIT OF THE STRATUM OF EACH PATIO OR PORCH IS 25 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 6 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.
3. THE STRUCTURE OF ALL FENCING, CONCRETE STEPS AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY
4. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
5. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016

GROUND FLOOR  
SHEET 1 OF 2

PLAN OF SUBDIVISION OF LOT 86 IN DP1267140

Surveyor:  
ELIZABETH ANDERSON  
Date: 01/06/2021  
Surveyor's Ref: 7610

L.G.A.: BLACKTOWN  
Locality: QUAKERS HILL  
Reduction Ratio: 1:250  
Lengths are in metres.

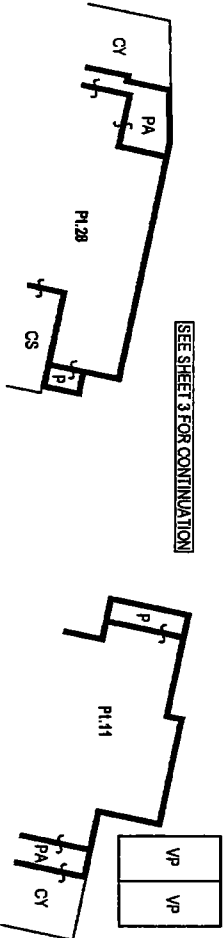


REGISTERED

13/07/2021

SP103427

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



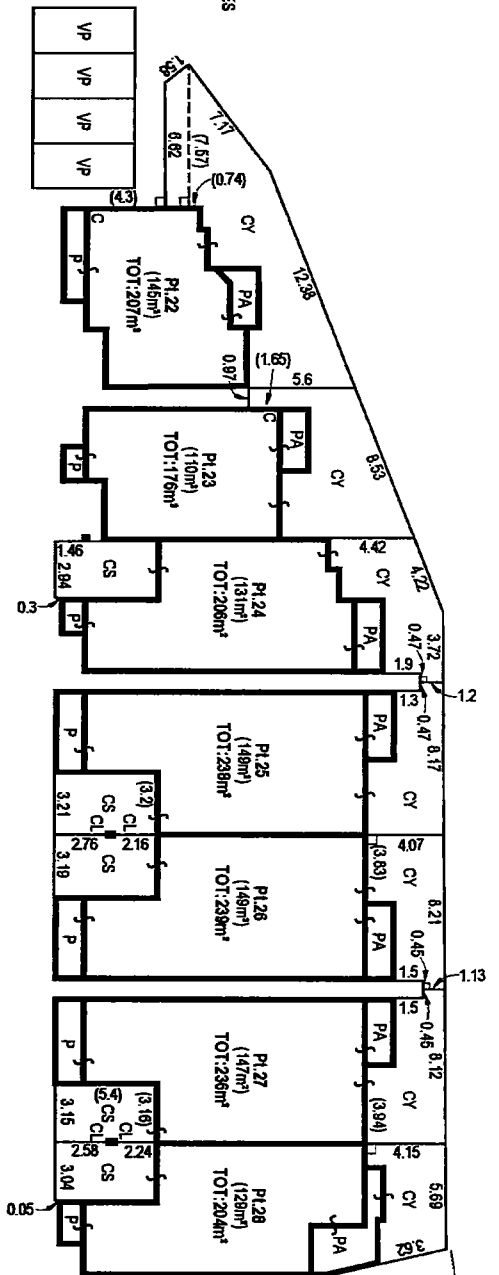
PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

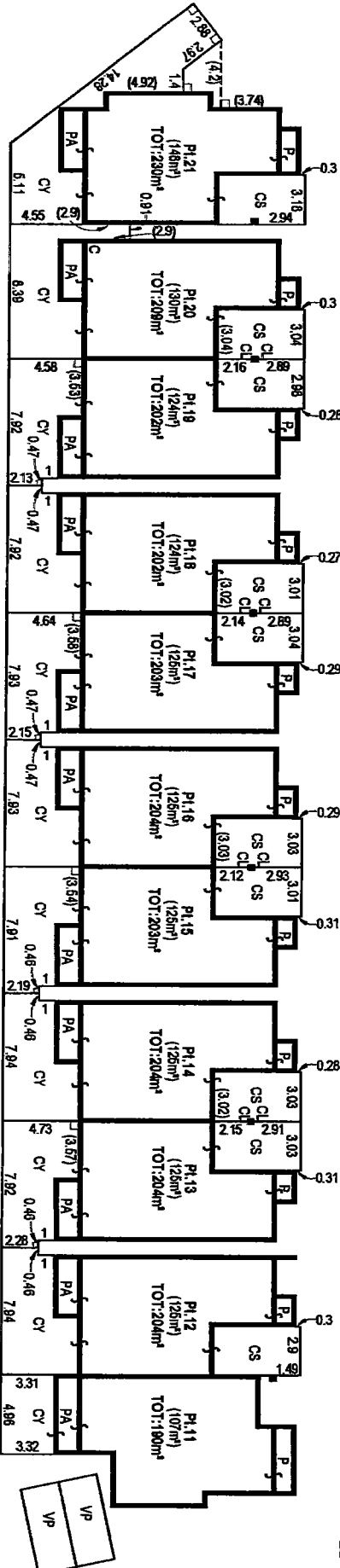
SHEET 3 OF 4 SHEETS

NOTES:

1. THE UPPER LIMIT OF THE STRATUM OF EACH PATIO OR PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 6 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.
3. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY.
3. THE STRUCTURE OF ALL FENCING CONCRETE STEPS AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.
5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY.
6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016



SEE SHEET 2 FOR CONTINUATION



GROUND FLOOR  
SHEET 2 OF 2

PROLONGATION OF FACE OF COLUMN OR WALL  
 RIGHT ANGLE  
 CORNER OF VISIBLE WALL  
 CL CENTRE OF COLUMN

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

Surveyor:

ELIZABETH ANDERSON

Date: 01/08/2021

Surveyor's Ref: 7010

PLAN OF SUBDIVISION OF LOT 86 IN DP1267140

L.O.A. BLACKTOWN

Locality: QUAKERS HILL

Reduction Ratio: 1:280

Lengths are in metres.

REGISTERED



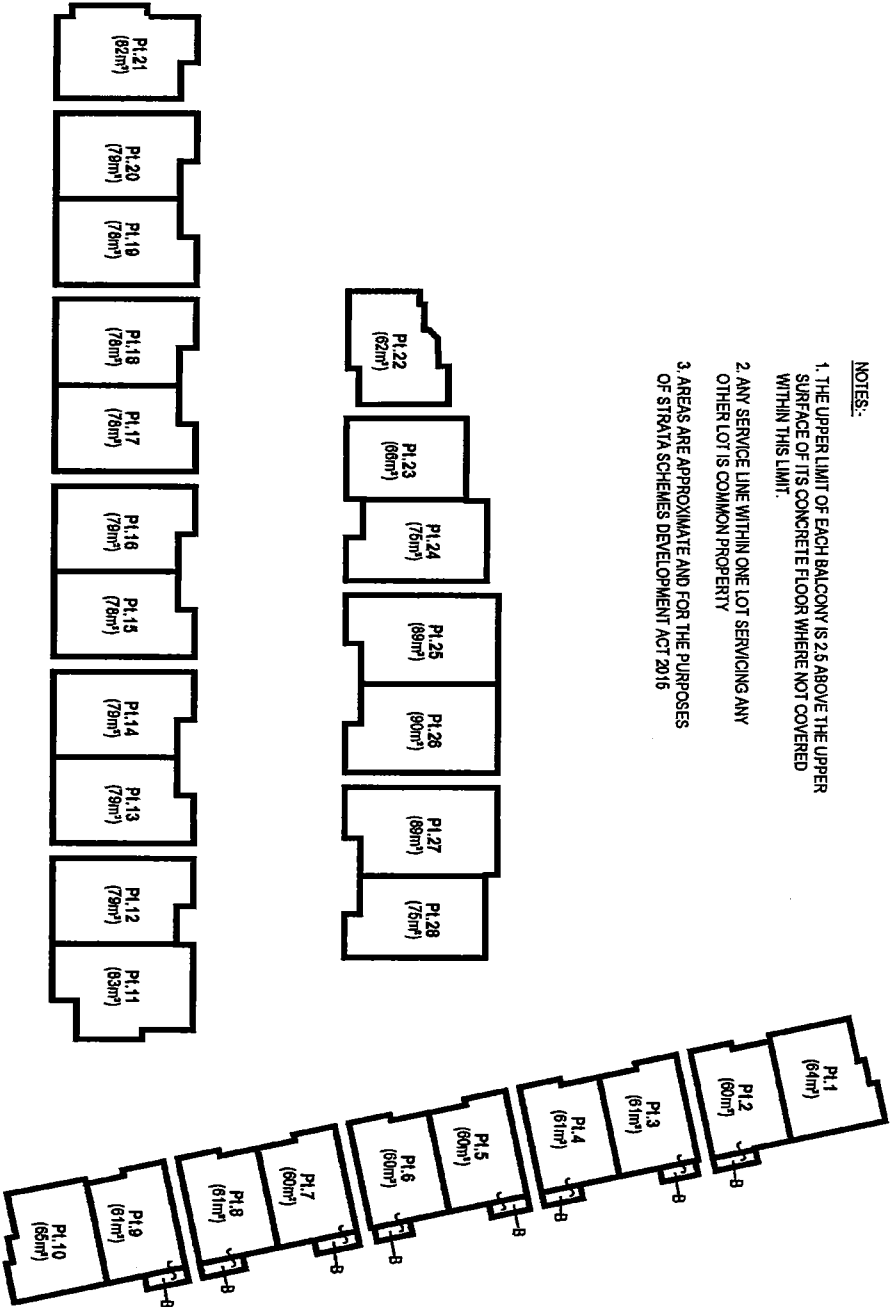
13/07/2021

SP103427



NOTES:

1. THE UPPER LIMIT OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2016



FIRST FLOOR

Surveyor:

ELIZABETH ANDERSON

Date: 01/08/2021

Surveyor's Ref: 7810

PLAN OF SUBDIVISION OF LOT 86 IN DP1257140

L.O.A.: BLACKTOWN

Locality: QUAKERS HILL

Reduction Ratio: 1:400

Lengths are in metres.


REGISTERED




13/07/2021


SP103427


B BALCONY


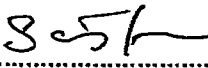
SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheets
Office Use Only		Office Use Only
Registered:  13/07/2021		SP103427
<b>PLAN OF SUBDIVISION OF:</b> <b>LOT 86 IN DP1257140</b>		LGA: BLACKTOWN Locality: QUAKERS HILL Parish: GIDLEY County: CUMBERLAND
This is a <b>FREEHOLD</b> Strata Scheme		
<b>Address for Service of Documents</b>  4A Pasfield Crescent QUAKERS HILL NSW 2763  Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option A/B</del> <del>Smoke penetration: Option A/B</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.
<b>Surveyor's Certificate</b>  I, ELIZABETH ANDERSON of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. <del>*The building encroaches on:</del> <del>*(a) a public place</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>  Signature: <u>E. Anderson</u> Date: 01/06/2021 Surveyor ID: SU008921 Surveyor's Reference: 7610 ^ Insert the deposited plan number or dealing number of the instrument that created the easement		<b>Strata Certificate (Registered Accredited Certifier)</b> I Andrew Symonds being an Registered Certifier, registration number BDC 1837, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> <del>*(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del> <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.</del> Certificate Reference: <u>16520</u> Relevant Planning Approval No.: <u>CDC 16505</u> issued by: <u>ANDREW SYMONDS</u> Signature: <u>A. Symonds</u> Date: <u>08 JULY 2021</u> ^ Insert lot numbers of proposed utility lots.
* Strike through if inapplicable		


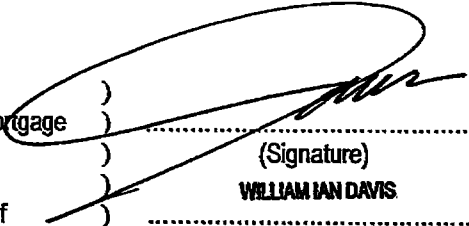
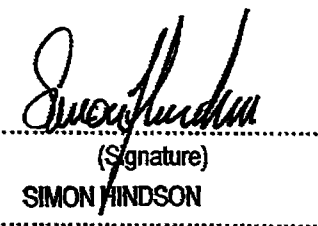
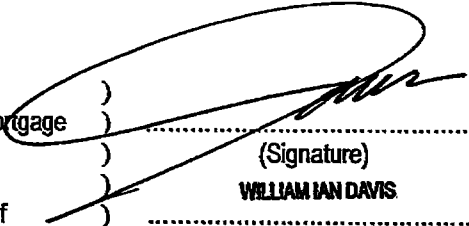
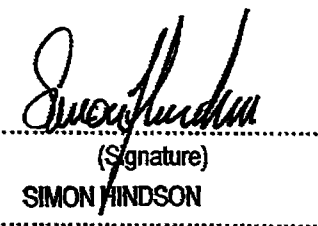
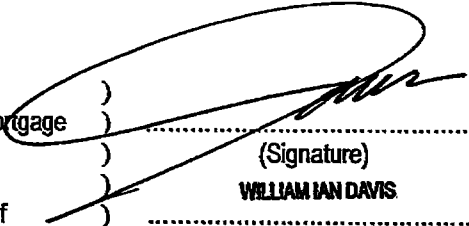
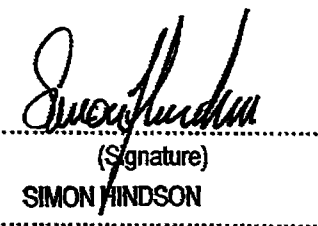


<b>SP FORM 3.07 (2019)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 6 sheet(s)																																																																	
Office Use Only		Office Use Only																																																																	
Registered:  13/07/2021	SP103427																																																																		
<b>VALUER'S CERTIFICATE</b>																																																																			
I, Paul Michael Woodbury ..... of woodburyAU .....  being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with: Professional Body: Australian Property Institute..... Class of membership: Fellow (FAPI)..... Membership number: 68091.....  certify that the unit entitlements shown in the schedule herewith were apportioned on 15 June 2021 ..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015  Signature: <u>PM Woodbury</u> Date <u>15 June 2021</u> * Full name, valuer company name or company address																																																																			
<b>SCHEDULE OF UNIT ENTITLEMENT</b>																																																																			
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:15%;">Lot No.</th> <th style="width:25%;">Unit Entitlement</th> <th style="width:15%;">Lot No.</th> <th style="width:25%;">Unit Entitlement</th> </tr> </thead> <tbody> <tr><td>1</td><td>339</td><td>15</td><td>356</td></tr> <tr><td>2</td><td>343</td><td>16</td><td>356</td></tr> <tr><td>3</td><td>343</td><td>17</td><td>356</td></tr> <tr><td>4</td><td>343</td><td>18</td><td>356</td></tr> <tr><td>5</td><td>343</td><td>19</td><td>356</td></tr> <tr><td>6</td><td>343</td><td>20</td><td>356</td></tr> <tr><td>7</td><td>343</td><td>21</td><td>365</td></tr> <tr><td>8</td><td>343</td><td>22</td><td>361</td></tr> <tr><td>9</td><td>343</td><td>23</td><td>365</td></tr> <tr><td>10</td><td>361</td><td>24</td><td>373</td></tr> <tr><td>11</td><td>365</td><td>25</td><td>401</td></tr> <tr><td>12</td><td>356</td><td>26</td><td>401</td></tr> <tr><td>13</td><td>356</td><td>27</td><td>365</td></tr> <tr><td>14</td><td>356</td><td>28</td><td>356</td></tr> <tr> <td colspan="2"></td> <td>Aggregate</td> <td>10000</td> </tr> </tbody> </table>				Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	1	339	15	356	2	343	16	356	3	343	17	356	4	343	18	356	5	343	19	356	6	343	20	356	7	343	21	365	8	343	22	361	9	343	23	365	10	361	24	373	11	365	25	401	12	356	26	401	13	356	27	365	14	356	28	356			Aggregate	10000
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Surveyor's Reference: 7610																																																																			

<b>SP FORM 3.08 (Annexure)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 6 sheets																																																																																																																																																						
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<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE:</p> <p>1. POSITIVE COVENANT</p>		
Surveyor's Reference: 7610		

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 6 sheets
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Surveyor's Reference: 7610		

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<p style="text-align: center;"><u>Consent of Mortgagee</u></p> <table border="0" style="width: 100%;"><tr><td style="width: 30%; vertical-align: top;"><p>EXECUTED by Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590 in accordance with s127 of the Corporations Act 2001</p></td><td style="width: 30%; text-align: center; vertical-align: bottom;"> ..... (Signature) <b>WILLIAM IAN DAVIS</b> ..... (Print Name) <b>DIRECTOR</b></td><td style="width: 30%; text-align: center; vertical-align: bottom;"> ..... (Signature) <b>SIMON HINDSON</b> ..... (Print Name) <b>DIRECTOR/SECRETARY</b></td></tr></table>			<p>EXECUTED by Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590 in accordance with s127 of the Corporations Act 2001</p>	 ..... (Signature) <b>WILLIAM IAN DAVIS</b> ..... (Print Name) <b>DIRECTOR</b>	 ..... (Signature) <b>SIMON HINDSON</b> ..... (Print Name) <b>DIRECTOR/SECRETARY</b>
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE  
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES  
DEVELOPMENT ACT 2015**

Lengths are in metres

(Sheet 1 of 6 sheets)

Plan: **SP103427**

Plan of subdivision of Lot 86 in DP1257140  
covered by Strata Certificate No. ....16520.....

08/07/2021

Full name and address of the  
owner of the land:

Raj & Jai 2 Pty Ltd  
137 Gilba Road  
GIRRAWEE NSW 2145

**PART 1**

No. of Item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	1-28 Inclusive & CP	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 7/07/2021 5:58:08 PM

Authorised Officer

Lengths are in metres

(Sheet 2 of 6 sheets)

Plan: **SP103427**

Plan of subdivision of Lot 86 in DP1257140  
covered by Strata Certificate No. 16520

08/07/2021

**PART 2**

**1. Terms of Positive Covenant numbered 1 in the plan**

The Registered Proprietor from time to time of the Lot Burdened covenants personally and on behalf of all occupants of the Lot Burdened in favour of the Prescribed Authority to do the following:

- a) Store all forms of garbage, organic waste and recycling within the appropriate garbage bin areas designated on the plan for the Lot Burdened;
- b) Place all garbage, organic waste and recycling bins in the communal garbage, organic waste and recycling collection area, designated on the plan for the Lot Burdened, no earlier than 2pm the day before the scheduled collection time;
- c) Collect and return the empty garbage, organic waste and recycling bins to the Lot Burdened no later than 7pm on the day collection has taken place;
- d) Place whitegoods and large household items in the communal bulky waste collection area, designated on the plan for the Lot Burdened, the evening before the date allocated by the Prescribed Authority for the collection of such items
- e) The owner of the lot burdened acknowledges that the bin storage area will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly, on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to plan bins in the bin storage area
- f) Comply with the directions of the Council with respect to this covenant; and
- g) Release the Prescribed authority from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, debris, damage to property or other issues arising directly or indirectly from waste collection activities carried on by the Prescribed Authority or any agent acting on its behalf.

In this positive covenant, bin collection areas on public road means the area between the kerb line and the boundary. Bin collection areas on private road means the area at the edge of the pavement. These areas are denoted on the plan and are tabulated below.

Bin Collection Area	Lots Burdened
'AA'-AA'	1, 2 & 3
'BB'-BB'	4, 5 & 6
'CC'-CC'	7, 8 & 9
'DD'-DD'	10
'EE'-EE'	11, 12, 27 & 28
'FF'-FF'	13, 14, 25 & 26
'GG'-GG'	15, 16, 23 & 24
'HH'-HH'	17, 18 & 22
'JJ'-JJ'	19 & 20
'KK'-KK'	21

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 7/07/2021 5:56:11 PM

Authorised Officer

Lengths are in metres

(Sheet 3 of 6 sheets)

Plan: **SP103427**

Plan of subdivision of Lot 86 in DP1257140  
covered by Strata Certificate No. ....16520.....


**PART 2**

08/07/2021

Bulky Waste Collection Area	Lots Burdened
BW	1 - 28

Name of Authority having the power to release, vary or modify the Positive Covenant numbered 1 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL

  
Electronic signature of me,  
Judith Portelli, affixed by me  
on 7/07/2021 5:56:12 PM  
.....  
Authorised Officer



Lengths are in metres

(Sheet 4 of 6 sheets)

Plan: **SP103427**

Plan of subdivision of Lot 86 in DP1257140  
covered by Strata Certificate No. 16520

**PART 2**

08/07/2021

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



Electronic signature of me,  
Judith Portelli, affixed by me  
on 7/07/2021 5:56:24 PM

Signature of Authorised Officer

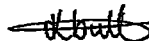
Judith Portelli

Name of Authorised Officer

Manager Development Assessment  
Blacktown City Council

Position of Authorised Officer

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



Electronic signature of me,  
Kristy Bulloch, affixed by me  
on 8/07/2021 7:56:00 AM

Signature of Witness

Kristy Bulloch

Name of Witness

62 Flushcombe Road  
Blacktown NSW 2148

Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 7/07/2021 5:56:16 PM

Authorised Officer

Lengths are in metres

5 6  
(Sheet 5 of 6 sheets)

Plan: **SP103427**

Plan of subdivision of Lot 86 in DP1257140  
covered by Strata Certificate No. 16520  
08/07/2021

**PART 2**

EXECUTED by  
Raj & Jai 2 Pty Limited  
ACN 622 511 675  
in accordance with s127 of  
the Corporations Act 2001

)  
)  
)  
)  
)



Sanjeev Kumar  
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

Lengths are in metres

6 6  
(Sheet 6 of 6 sheets)

Plan: **SP103427**

Plan of subdivision of Lot 86 in DP1257140  
covered by Strata Certificate No. ....16520.....

08/07/2021

**PART 2**

**Consent of Mortgagee**

EXECUTED by  
Australian Commercial Mortgage  
Corporation Pty Ltd  
ACN 109 865 590  
in accordance with s127 of  
the Corporations Act 2001

(Signature)

WILLIAMIAN DAVIS

(Print Name)

DIRECTOR

(Signature)

(Signature)

SIMON HINDSON

(Print Name)

DIRECTOR/SECRETARY


REGISTERED



13/07/2021


APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 1 of 24 sheet(s)
Office Use Only		Office Use Only
Registered:  13/07/2021	<b>SP103427</b>	


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

**4A Pasfield Crescent  
QUAKERS HILL 2763**


Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 2 of 24 sheet(s)
Office Use Only		Office Use Only
Registered:  13/07/2021	<b>SP103427</b>	

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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 4 of 24 sheet(s)
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### 1. Purpose of the by-laws

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

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

The by-laws are designed to maintain the quality of the strata scheme and operate to enhance everyone's use and enjoyment of their lot and the common property.

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

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


### 3. Common Property Rights by-laws

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

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

#### 3.2 How to change a common property rights by-law

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

Approved Form 7	<b>Strata Plan By-laws</b>		Sheet 5 of 24 sheet(s)
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Registered:	 13/07/2021	<b>SP103427</b>	

### 3.3 Occupiers may exercise rights

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

### 3.4 Repairing damage

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

### 3.5 Indemnities

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

### 3.6 Additional insurances


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

## 4. Requirements if you lease your lot

If you lease or license your lot, you must:

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



Approved Form 7	<b>Strata Plan By-laws</b>		Sheet 6 of 24 sheet(s)
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## 5. Vehicles

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


## 6. Changes to common property

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - b. any screen or other device to prevent entry of animals or insects on the lot, or
  - c. any structure or device to prevent harm to children.
2. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
3. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
4. The owner of a lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot

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

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

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

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## 8. Obstruction of common property

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

## 9. Keeping of Animals

### 9.1 Subject to this by-law:

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


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

### 9.2 When will you need consent?

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

### 9.3 Obligations of owners in notifying the owners corporation

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

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

#### **9.4 Keeping an animal register**

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

#### **9.5 Keeping of Dogs**

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

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


#### **9.6 Keeping of Cats**

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

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

#### **9.7 Controlling your animal**

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

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### 9.8 Your responsibilities

You are responsible for:

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


### 9.9 Your visitors

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

### 9.10 Conditions for keeping an animal

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

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

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## 10.Noise

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

## 11.Behaviour of owners, occupiers and invitees


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

## 12.Children playing on common property

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

## 13.Smoke penetration

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

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#### 14. Preservation of fire safety

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

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


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

#### 16. Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 18.

#### 17. Cleaning windows and doors

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


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### 18. Hanging out of washing

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

### 19. Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
  - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
6. An owner or occupier of a lot must place the bins within the approved area designated for waste collection no earlier than 2pm the day before its scheduled collection time (being the time at which waste is normally collected) and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins no later than 7pm on the day of collection.
7. An owner or occupier of a lot is solely responsible for the transfer of the bin to and from the approved area designated for waste collection.
8. An owner or occupier of a lot must not locate or place the bins within the approved area designated for waste collection outside the time period described in clause (6).

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9. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
10. The owners corporation may give directions on the handling of waste that are consistent with the local council's requirements by:
  - a. Posting signs on the common property setting out those directions, or
  - b. Giving notices setting out those directions in writing to owners or occupiers of lots.
11. The owners corporation must ensure that the directions referred to in clause (10) are provided to all new owners and occupiers of lots in writing.
12. All line marking and sign posting as shown in the garbage plan in Annexure A must be maintained by the owners Corporation and clear legibility of all line marking and sign posting must be maintained.
13. An owner or occupier of a lot must place all bulky waste within the approved area for communal bulky waste storage & collection. An owner or occupier of a lot must only place whitegoods and large household items within the approved area for communal bulky waste storage & collection, the evening before the date allocated by the local council for collection of such items.
14. Material left as household clean up items in the approved area for communal waste storage & collection area must satisfy the local council requirements otherwise the disposal of such waste becomes the responsibility of the owners corporation.
15. In this by-law:
 


**'approved area designated for waste collection'** means, the bin collection areas as designated on the strata plan and shown on the garbage plan in Annexure A, each which will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly from the property on collection day.

**'approved area for communal bulky waste storage & collection'** means the bulky waste collection area as allocated by Blacktown City Council which will accommodate a communal bulky waste storage area for the collection of unwanted bulky waste items such as lounges, fridge's and freezers etc.

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

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




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

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

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

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


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## 22. Responsibility of maintenance, repair or replacement


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

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


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

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

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


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9. Windows	<ul style="list-style-type: none"><li>a) windows in common property walls, including window furniture, sash cord and window seal</li><li>b) insect-screens, other than those installed by an owner after the registration of the strata plan</li><li>c) original lock or other lock if subsequently replacement by the owners corporation</li></ul>
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## 22.2 Lot owner responsibilities for maintenance, repair or replacement

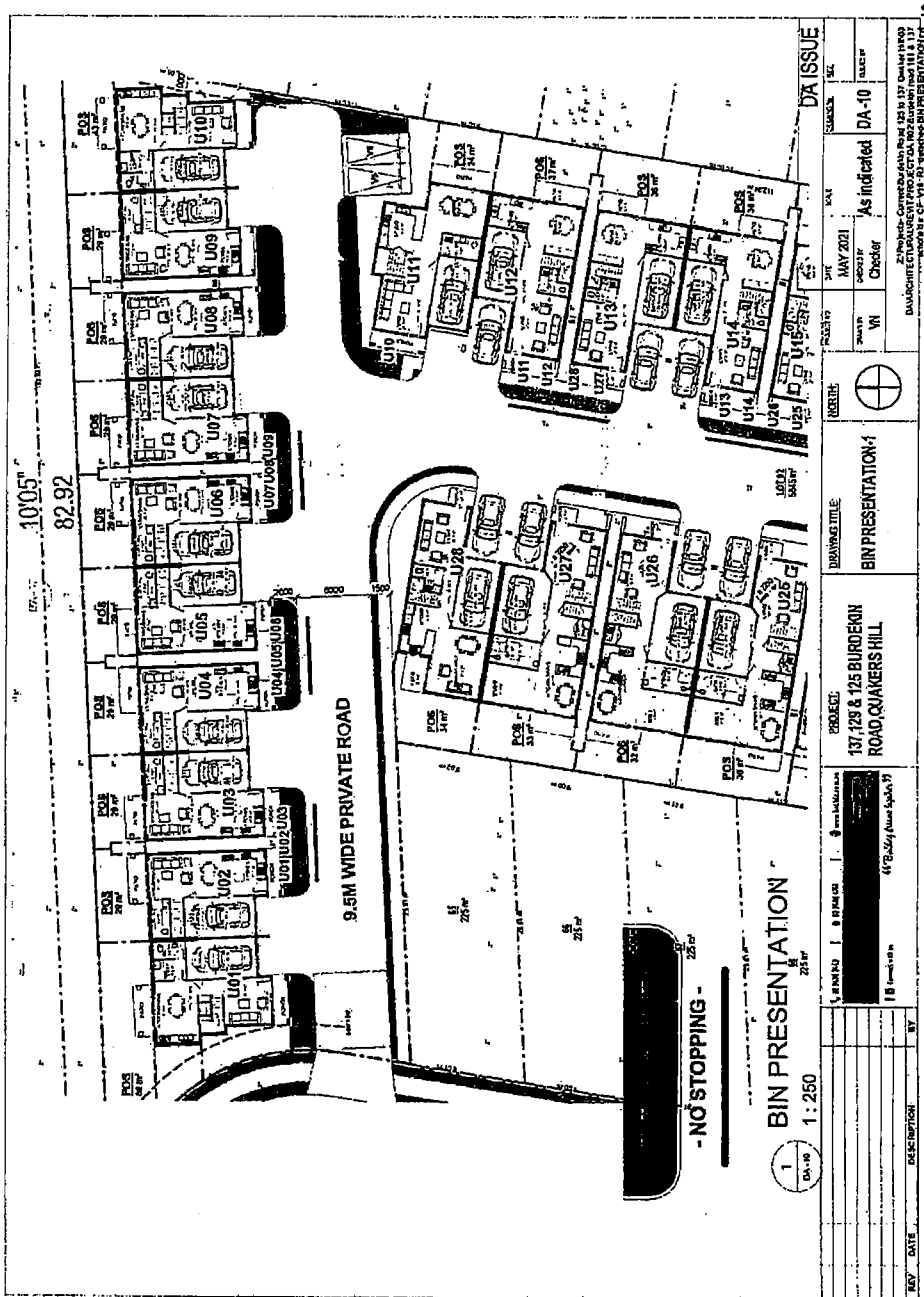
<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>b) that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

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

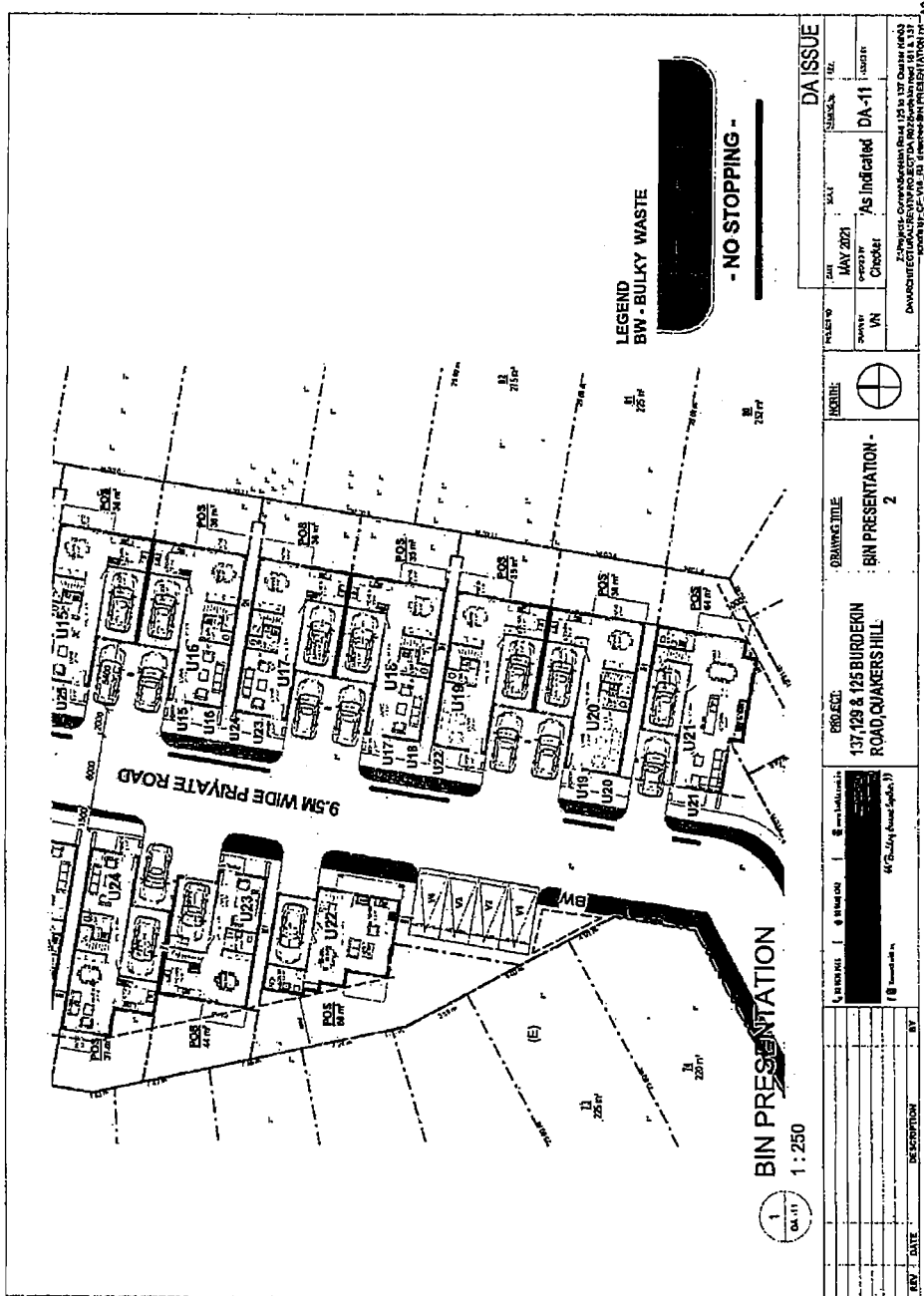
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## 23. Annexure A





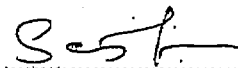
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24. Signatures Page

EXECUTED by )  
Raj & Jai 2 Pty Limited )  
ACN 622 511 675 )  
in accordance with s127 of )  
the Corporations Act 2001 )

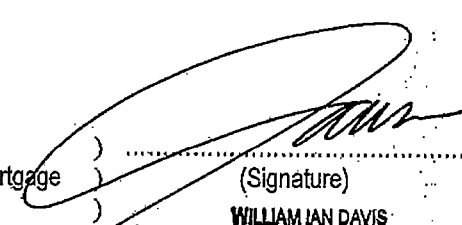


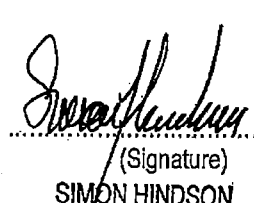
Sanjeev Kumar  
Sole Director/Secretary

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Consent of Mortgagee

EXECUTED by  
Australian Commercial Mortgage  
Corporation Pty Ltd  
ACN 109 865 590  
in accordance with s127 of  
the Corporations Act 2001

  
(Signature)  
WILLIAM IAN DAVIS  
(Print Name)  
DIRECTOR

  
(Signature)  
SIMON HINDSON  
(Print Name)  
DIRECTOR/SECRETARY

A circular official stamp from the Registrar-General of New South Wales. The outer ring contains the text "REGISTRAR-GENERAL" at the top and "NEW-SOUTH-WALES" at the bottom. In the center is the Royal Coat of Arms of the United Kingdom, featuring a lion and a unicorn supporting a shield topped with a crown. Below the coat of arms, the date "1900" is handwritten in ink.

(28 VICTORIA No. 9.)

Does the land encumbered, or the contingent interest, will be noted on the Tax Certificate. A statutory declaration should accompany every transfer of the Transferee be married, and, if so, the date of marriage. If before January, 1937, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage was since 1896 no closer relation.

I, David  Blackburn Janner

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 by memorandum underwritten or endorsed hereon, - in consideration of *ten shillings* :

paid to me by Sydney Burdett of Sydney, Esquire

The receipt whereof I hereby acknowledge, do hereby transfer to the said Sidney Pinkel  
full and free right and liberty of way and passage through said premises  
hereinabove described towards waterways and other authorities by river or town  
with or without carts and carriages of all commodities trees and other animals  
by night and by day over and along  
my my Estate and Interest as such registered proprietor, in ALL THAT piece of land containing

Three acres and two perches  
situate in Parish of Lidley County of Cumberland

being part of the land comprised in Certificate of Title

Dated 5 September 1889. registered volume No. 940

60 and being All that piece or parcel of Land containing by admeasurement three acres and twelve perches situate lying and being in the Parish of Gidley County of Cumberland and Colony of New South Wales Commencing at a point being the North Western corner of Alfred Pyles' Grant of three hundred acres and bounding thence on the North and part of the East by lines bearing North seventy one degree forty five minute West 116 2/3 links North West one degree twenty seven minute West 287 links North West one degree fifty two minute West 27 3/5 links North West two degrees eight minute West 57 1/2 links North West four one degree fifty eight minute West 58 1/2 links North West five degrees thirty one minute 481 1/2 links to a Government

\* No alterations should be made by means. The goods rejected should be sorted 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.

Road one chain wide and by part of the Southern side of  
the Road being a line bearing South fifty four degrees one  
minute West fifty links to the Railways Railway line thence on the  
West and South by the Railway line being lines bearing  
South thirty five degrees thirty one minute East 483 1/4 links  
South forty one degree fifty eight minute East 586 links South  
thirty three degrees twenty eight minute East 351 1/4 links South  
thirty degrees fifty two minute East 173 1/4 links South twenty  
one degrees twenty seven minute East 311 links and by line  
bearing South seventy one degrees forty five minute East  
1200 links and North seventy seven degrees forty seven minute  
East 3 links to the Modern boundary of the aforesaid front  
and on the remainder of the East by part of the boundary  
being a line bearing North four minute West fifty links to  
the point of commencement.

1. If the instrument is signed or acknowledged before the Registrar-General or Deputy Registrar-General or a Notary Public, or a J.P. or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise, the attesting witnesses must appear before one of the above functionaries to make a declaration in the usual form.

This applies only to instruments signed within the Colony.

If the parties to the instrument are resident within the Colony, but in any District, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such District, or before any Notary Public, Government Resident, or Chief Secretary of such District. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer of such place.

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

In witness whereof, I have hereunto subscribed my name, at Sydney  
the twenty first day of June in the year  
of our Lord one thousand eight hundred and ninety three

Signed in my presence by the said  
David Pye  
WHO IS PERSONALLY KNOWN TO ME  
John Buchanan Jones  
Solicitor  
Sydney

David Pye  
Transferor

(Who will also sign Declaration in accordance with Deeds Act at the top of the 1st page.)

2. Report circulation for additional parties if required.

3. For the signature of the Transferor, there is an attesting witness in each case. Unless the instrument contains some special covenant by the Transferor, his signature will be deemed valid to once over is established that it cannot be procured without duress.

It is, however, always desirable to afford a check for detecting forged signatures, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said  
Sydney Quadekin  
WHO IS PERSONALLY KNOWN TO ME  
W.A. Reid  
Sydney

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

Sydney Quadekin  
Transferor

(\*The above may be signed by the Solicitor, when the signature of Transferor cannot be procured. "See note 2" in margin.)  
N.B. - Section 104 requires that the above Certificate be signed by Transferor or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £20; also, to damages recoverable by parties injured.

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Transfer No 213152 (of a Right of Way)

Pay to Sydney Burdett

Submitted for settlement of form of certificate  
Draft herewith

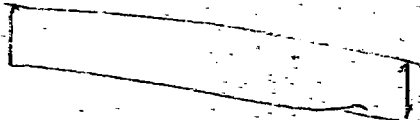
Mr Examiner Long

20/7/93

Approved

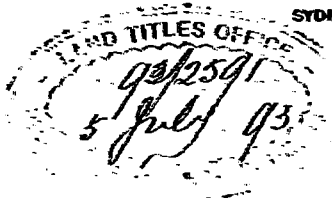
Mr Pearson

21.7.93



*L. C. Russell-Jones*

L. C. RUSSELL JONES,  
Solicitor  
and Notary Public.  
+  
Tasmania, etc.



SYDNEY CHAMBERS,  
130 PITT STREET, SYDNEY.

*5 July 1893.*

*The Registrar General,  
Land Titles Office*

*Sir,*

*Deje & Burdett*

*With regard to your letter of 3<sup>rd</sup> inst. I write in the first place point out that this is not a transfer but merely a grant of right of way, & such grant is made in consideration of a similar concession given by the landowner to the transferor over the*

*Yr. Obedt.  
L. C. Russell-Jones*

*The office has  
unanimously  
approved  
this  
R.G. Jones*

*Hand to owner of 18/9  
10th  
6/7/93*

**Lodged by**

(None)

**(Address)**

Q. P. 1

**Vender**

## Pitchmaster

Sydney Ruskell

Here July 1893 @ 20 to 3 in  
the afternoon.

**Registrar General**



1102/154

14.7-93

**SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:**

**SPECIAL ATTENTION IS DRAWN TO THE FOLLOWING REQUIREMENTS:-**

No Transfer can be obtained until the fees are paid.

If a party of one or more is to be admitted to have a Certificate for the remainder, the applicant is advised, that a new Certificate will then be prepared on payment of an additional fee; but, to save this expense, it is best to have the Certificate made out for the whole party at first. If, however, the party is to be admitted to make several Transfers of portions, the Certificate may remain in the same form (i.e., either until the whole is sold, or formal application be made for a Certificate of the subdividing estate).

Transfers to convey more than one separate Certificate. This will be required for each additional Certificate.

See also on Transfers, page 226, and see the many new Certificates, whether issued to a Transferee, or proposed for the holder. By the Act of 1854, the purchaser is not compelled to take out a Certificate of title if the title of the land is transferred, and he may have the original title papers to him, with a Memorial of the Transfer entered thereon, at a cost of 10s. only.

The transfer is complete from the moment it is made.

Certificates are made out of parchment or Oak-bark, and are never issued until they are taken in the presence of the Registrar.

It is hereby certified that the foregoing is a true and correct copy of the original as the same appears from the records of the Department of the Interior.





- (A) EASEMENT TO DRAIN WATER  
1,2 WIDE
- (B) RIGHT OF CARRIAGEWAY  
25' WIDE A VARIABLE
- (C) EASEMENT FOR ELECTRICITY  
PURPOSES 4' WIDE
- (D) 0.9' 0.6' 0.4' 0.5' RESTRICTION ON USE
- (E) 0.9' 0.7' 0.4' 0.4' RESTRICTION ON USE  
4'



CURVED BOUNDARIES				
No.	COORD	ARC	RAD.	
9	266°22'25"	8	208°17'	
10	104°19'20"	6	208°17'	
11	174°38'15"	36	266°31'	
12	65°52'10"	10	209°22'	
13	60°28'15"	10	209°22'	
14	55°24'30"	10	209°22'	
15	50°20'25"	10	209°22'	
16	45°16'15"	10	209°22'	
17	40°12'05"	6	209°22'	
18	35°07'50"	15	245°15'	38
19	24°03'45"	11	194°20'	
20	23°04'15"	22	194°20'	
21	22°04'15"	20	82°19'	
22	20°19'10"	20	82°19'	
23	20°19'17'55"	14	19°56'	23
24	15°31'35"	7	14°19'	40

**For and where used to benefit in any part or from Form 2.**

**Control Data**

into an envelope and put in the  
 above covered by my certificate No.  
 of 15-12-774  
 6981

Surveyor registered under Surveyors Act 1910

Registratori  
22.12.1994

**DP 845747**

OFFICE USE ONLY

**Plan Drawing only to appear in this space**

SURVEYOR'S REFERENCE: 4004 / 1

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

Lengths are in metres

Sheet 1 of 6 sheets

PART 1

Plan

**DP 845747**

Plan of Subdivision of  
Lot 102 in D.P. 836798,  
Lot 3 in D.P. 837354 &  
Lot 6 in D.P. 836145  
Covered Council Certificate  
No..~~8981~~....of ~~13-12-1999~~..

Full name and address of  
Proprietors of the Land.

Patgate Pty Limited  
110/40 Yeo Street,  
Neutral Bay 2089  
A.C.N. 008 657 154

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

Easement to Drain Water 1.2 wide

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

2	1
4	3, 2 and 1
5	6, 7, 8, 9, 10, 11, 12, 13 and Lot 1 in DP 24469
6	7, 8, 9, 10, 11, 12, 13 and Lot 1 in DP 24469
7	8, 9, 10, 11, 12, 13 and Lot 1 in DP 24469
8	9, 10, 11, 12, 13 and Lot 1 in DP 24469
9	10, 11, 12, 13 and Lot 1 in DP 24469
10	11, 12, 13 and Lot 1 in DP 24469
11	12, 13 and Lot 1 in DP 24469
12	13 and Lot 1 in DP 24469
13	Lot 1 in DP 24469
26	25
27	26 and 25
28	27, 26 and 25
29	28, 27, 26 and 25
30	29, 28, 27, 26 and 25
31	30, 29, 28, 27, 26 and 25
32	31, 30, 29, 28, 27, 26 and 25
33	32, 31, 30, 29, 28, 27, 26 and 25
34	33, 32, 31, 30, 29, 28, 27, 26 and 25
36	34, 33, 32, 31, 30, 29, 28, 27, 26 and 25

Approved by the Council of the City of Blacktown

.....  
Authorised person

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

Lengths are in metres Sheet 2 of 6 sheets

PART 1

Plan D P. 845747

Plan of Subdivision of  
Lot 102 in D.P. 836798,  
Lot 3 in D.P. 837354 &  
Lot 6 in D.P. 836145  
Covered Council Certificate  
No...~~898~~!....of...~~13-12-1994~~.

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

Right of Carriageway 2.5 wide  
and variable.

SCHEDULE OF LOTS, ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, roads or Authority benefited</u>
41	42
42	41

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

Easement for Electricity purposes  
4 wide.

SCHEDULE OF LOTS, ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, roads or Authority benefited</u>
11 & 12	Prospect Electricity

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

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, roads or Authority benefited</u>
5, 6, 7, 8, 9, 10, 11, 12, 13, 25, 26 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46 and 47	The Council of the City of Blacktown

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

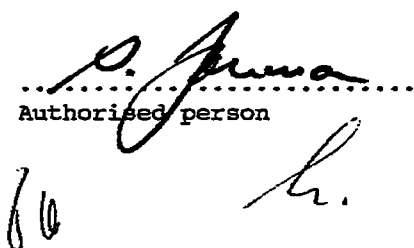

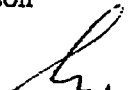
Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED.

<u>Lots Burdened</u>	<u>Lots, roads or Authority benefited</u>
2, 4, 5, 6, 7, 8, 9 10, 11, 12 and 13	The Council of the City of Blacktown

Approved by the Council of the City of Blacktown

.....  
Authorised person

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

Lengths are in metres

Sheet 3 of 6 sheets

PART 1

Plan *DP 845747*

Plan of Subdivision of  
Lot 102 in D.P. 836798,  
Lot 3 in D.P. 837354 &  
Lot 6 in D.P. 836145  
Covered Council Certificate  
No. *8981* of *13-12-1998*

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

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

49

The Council of the City of Blacktown

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

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

Each Lot except lots 48 & 49

Every Other Lot except lots 48 & 49

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

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

13

The Council of the City of Blacktown

PART 2

Terms of Easement thirdly referred to in the abovementioned plan.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by Prospect to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that Prospect and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

Approved by the Council of the City of Blacktown

*P. J. J. J.*  
.....  
Authorised person

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

Lengths are in metres

Sheet 4 of 6 sheets

PART 2

Plan *DP 845747*

Plan of Subdivision of  
Lot 102 in D.P. 836798,  
Lot 3 in D.P. 837354 &  
Lot 6 in D.P. 836145  
Covered Council Certificate  
No. *8981*....of. *13-12-1994*..

Terms of Restriction on Use fourthly referred to in the abovementioned plan.

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

Terms of Restriction on Use fifthly referred to in the abovementioned plan.

No fence shall be erected on the boundary of any Lot adjoining land which is to be created as Public Reserve without the consent of the Council of the City of Blacktown. Such consent shall not be withheld, however if such fence is erected without expense to the Council of the City of Blacktown. This restriction shall remain in force only during such time as the Council of the City of Blacktown is the registered proprietor of the land immediately adjoining the land burdened in the plan and shall bind all successive owners and assigns of each lot burdened.

Terms of Restriction on Use sixthly referred to in the abovementioned plan.

No building or structure shall be erected or be permitted to remain on any lot burdened until such time as that lot is further subdivided with adjoining land.

Terms of Restriction on Use seventhly referred to in the abovementioned plan.

(a) No building shall be erected or permitted to remain on any lot burdened that is constructed with second hand materials, external roofing materials other than of concrete or terra-cotta tiles, external walls of materials other than brick, stone, glass or timber or any combination of the same PROVIDED THAT timber shall not be used in external walls except as infill panels or gables in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the external wall area shall not exceed 25% thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

(b) No garage or carport shall be erected or permitted to remain on any lot burdened unless it is located under the roof of the dwelling. (Cont.)

Approved by the Council of the City of Blacktown

*P. Juma*  
.....  
Authorised person

*10*

*h*

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

Lengths are in metres

Sheet 5 of 6 sheets

PART 2

Plan D.P. 845747

Plan of Subdivision of  
Lot 102 in D.P. 836798,  
Lot 3 in D.P. 837354 &  
Lot 6 in D.P. 836145  
Covered Council Certificate  
No.. ~~8981~~....of. ~~13-12-1994~~.

Terms of Restriction on Use seventhly referred to in the abovementioned plan  
(Cont.)

(c) No fencing shall be erected on any lot to divide it from any adjoining lot of which Patgate Pty Limited its successors and assigns other than Purchasers on sale remain registered proprietor without the consent of Patgate Pty Limited its successors or assigns but such consent shall not be withheld if such fences are erected without expense to Patgate Pty Limited its successors or assigns and in favour of any person dealing with the proprietors so erecting a fence consent shall have deemed to have been given by Patgate Pty Limited its successors or assigns for the erection thereof.

Terms of restriction on Use eighthly referred to in the abovementioned plan.

a. The registered proprietor of the lot hereby burdened shall remain Patgate Pty Limited until drainage and lot filling works within the lot have been completed to the satisfaction of the Council of the City of Blacktown.

b. No development on the lot hereby burdened shall be permitted, including building construction PROVIDED THAT this restriction shall automatically cease to exist upon the granting of the building approval by the Council of the City of Blacktown over the lot hereby burdened such approval being granted following the completion of the drainage and lot filling works to the satisfaction of Council of the City of Blacktown.

Name of person or Authority empowered to release the Easement firstly and  
secondly referred to in the abovementioned plan.

The Council of the City of Blacktown

Name of person or Authority empowered to release the Easement thirdly referred  
to in the abovementioned plan.

Prospect Electricity

Name of person or Authority empowered to release, vary or modify the Restriction  
fourthly, fifthly, sixthly and eighthly referred to in the abovementioned plan.

The Council of the City of Blacktown

Approved by the Council of the City of Blacktown

.....  
Authorised person

10

11

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

Lengths are in metres

Sheet 6 of 6 sheets

Plan *D.P. 845747*

PART 2

Plan of Subdivision of  
Lot 102 in D.P. 836798,  
Lot 3 in D.P. 837354 &  
Lot 6 in D.P. 836145  
Covered Council Certificate  
No...*8981*...of...*13-12-1994*.

Name of person or Authority empowered to release, vary or modify the Restriction  
seventhly referred to in the abovementioned plan.

Patgate Pty Limited while ever it is the registered proprietor of any lot in the  
plan.

THE COMMON SEAL OF  
Patgate Pty Limited  
was hereunto affixed by the  
authority of the Board in the  
presence of:

)  
)  
)  
)  
)



*[Signature]*  
.....  
Director

*[Signature]*  
.....  
Secretary

Approved by the Council of the City of Blacktown

*[Signature]*  
.....  
Authorised person

METWAY BANK LIMITED A.C.N.  
010 831 722 BY ITS ATTORNEYS  
DAVID WILLIAM TINDALL  
AND

KAREN STEWART  
WHO CERTIFY THAT THEY ARE  
LEVEL II ATTORNEYS PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEYS WHO ARE  
PERSONALLY KNOWN TO ME

*[Signature]*  
.....  
*[Signature]*  
.....  
*[Signature]*  
.....  
WITNESS

REGISTERED *18* 22-12-1994



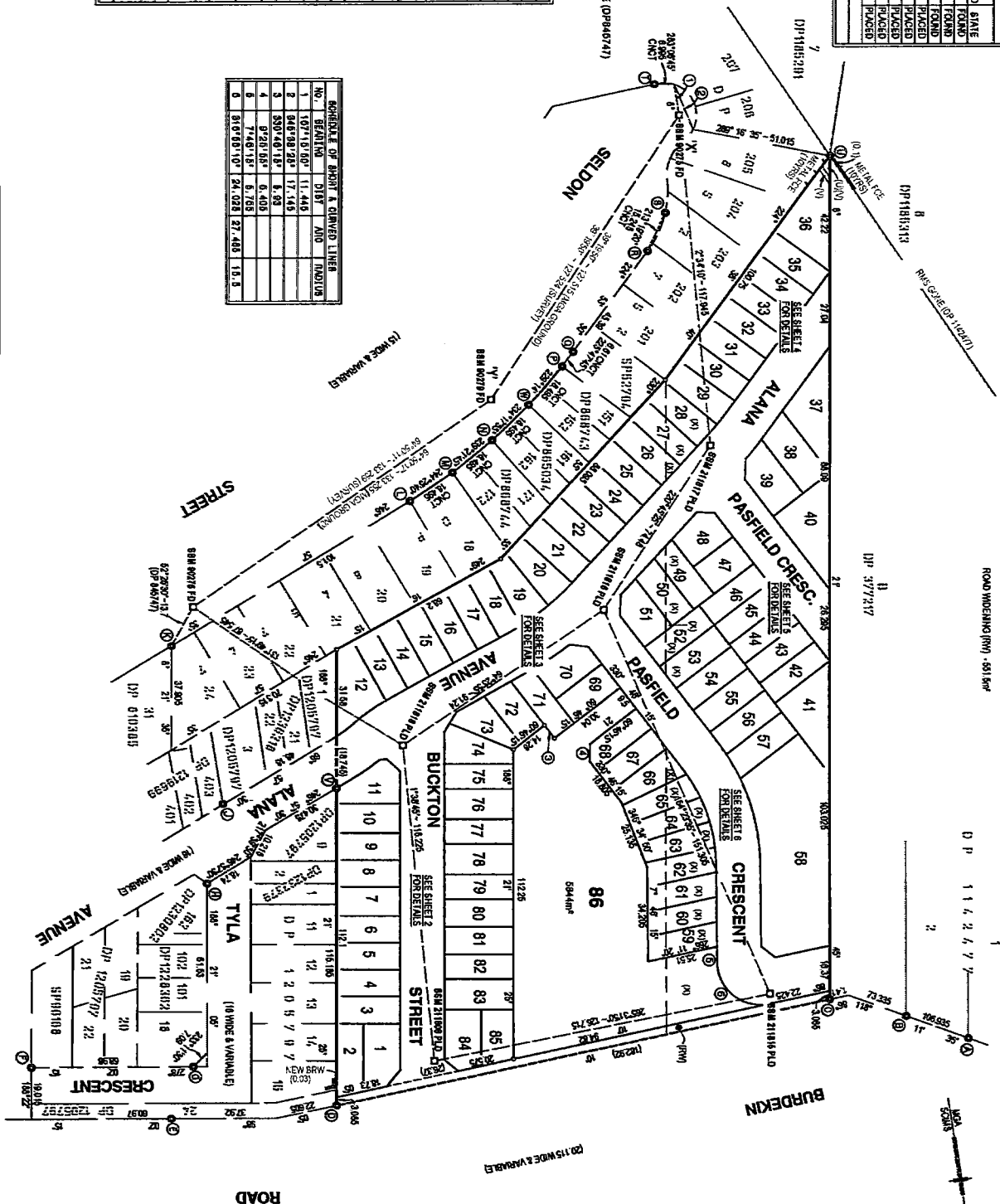
COORDINATE REFERENCE						
MARK	MID COORDINATES		CLASS	PU	METHOD	STATUS
	EASTING	NORTHING				
SSM 0070	300.344	492.76	40	G	NA	FOUND
SSM 0071	300.565	494.7	40	G	NA	FOUND
SSM 0072	300.565	494.7	40	G	NA	FOUND
SSM 2100	303.444	498.02	21	J	NA	PLACED
SSM 2101	303.665	498	21	J	NA	PLACED
SSM 2102	303.665	498	21	J	NA	PLACED
SSM 2103	303.665	498	21	J	NA	PLACED
SSM 2104	303.665	498	21	J	NA	PLACED
SSM 2105	303.665	498	21	J	NA	PLACED
SSM 2106	303.665	498	21	J	NA	PLACED
SSM 2107	303.665	498	21	J	NA	PLACED
SSM 2108	303.665	498	21	J	NA	PLACED
SSM 2109	303.665	498	21	J	NA	PLACED
SSM 2110	303.665	498	21	J	NA	PLACED
SSM 2111	303.665	498	21	J	NA	PLACED
SSM 2112	303.665	498	21	J	NA	PLACED
SSM 2113	303.665	498	21	J	NA	PLACED
SSM 2114	303.665	498	21	J	NA	PLACED
SSM 2115	303.665	498	21	J	NA	PLACED
SSM 2116	303.665	498	21	J	NA	PLACED
SSM 2117	303.665	498	21	J	NA	PLACED
SSM 2118	303.665	498	21	J	NA	PLACED
SSM 2119	303.665	498	21	J	NA	PLACED
SSM 2120	303.665	498	21	J	NA	PLACED
SSM 2121	303.665	498	21	J	NA	PLACED
SSM 2122	303.665	498	21	J	NA	PLACED
SSM 2123	303.665	498	21	J	NA	PLACED
SSM 2124	303.665	498	21	J	NA	PLACED
SSM 2125	303.665	498	21	J	NA	PLACED
SSM 2126	303.665	498	21	J	NA	PLACED
SSM 2127	303.665	498	21	J	NA	PLACED
SSM 2128	303.665	498	21	J	NA	PLACED
SSM 2129	303.665	498	21	J	NA	PLACED
SSM 2130	303.665	498	21	J	NA	PLACED
SSM 2131	303.665	498	21	J	NA	PLACED
SSM 2132	303.665	498	21	J	NA	PLACED
SSM 2133	303.665	498	21	J	NA	PLACED
SSM 2134	303.665	498	21	J	NA	PLACED
SSM 2135	303.665	498	21	J	NA	PLACED
SSM 2136	303.665	498	21	J	NA	PLACED
SSM 2137	303.665	498	21	J	NA	PLACED
SSM 2138	303.665	498	21	J	NA	PLACED
SSM 2139	303.665	498	21	J	NA	PLACED
SSM 2140	303.665	498	21	J	NA	PLACED
SSM 2141	303.665	498	21	J	NA	PLACED
SSM 2142	303.665	498	21	J	NA	PLACED
SSM 2143	303.665	498	21	J	NA	PLACED
SSM 2144	303.665	498	21	J	NA	PLACED
SSM 2145	303.665	498	21	J	NA	PLACED
SSM 2146	303.665	498	21	J	NA	PLACED
SSM 2147	303.665	498	21	J	NA	PLACED
SSM 2148	303.665	498	21	J	NA	PLACED
SSM 2149	303.665	498	21	J	NA	PLACED
SSM 2150	303.665	498	21	J	NA	PLACED
SSM 2151	303.665	498	21	J	NA	PLACED

BRY - BRICK RETAINING WALL.  
CNCI - CONNECTION  
PWIV - PICKET AND WIRE FENCE

(X) BENEFITED BY EASEMENT TO DRAIN WATER 1.2 WIDE (DP846747,  
(U) - EASEMENT 4.75 WIDE (D 610811)  
(V) - EASEMENT FOR WATER MAIN 6.005 WIDE (J 956417)

SCHEDULE OF RECEIVABLES - MARIAS					
	NO.	BEARING	DIST.	TOWN	ORIGIN
	A	2127-10-2	1	GR-FD	DP1424-7
	B	289-2-303	0865	GR-FD	DP1424-7
	C	108-2-303	12-43	DMH-FD	DP1383-18
	D	242-31-2	7-14	DMH-FD	DP1353-18
	E	186-10-07	0845	GR-FD	DP1187-26
	F	108-6-007	6-22	DMH-FD	DP1003-07
	G	25-121-30	7-05	DMH-FD	DP1003-07
	H	215-121-30	14-27		
	I	66-30-07	6-15	DMH-FD	DP1003-07
	J	106-20-07	3-4	DMH-FD	DP1003-09
	K	34-7-007	2-26	DMH-FD	DP1461-07
	L	33-7-007	11-6	DMH-FD	DP1026-07
	M	33-7-007	2-13	DMH-FD	DP1026-10
	N	33-7-007	2-13	DMH-FD	DP1026-10
	O	31-4-007	3-4	DMH-FD	DP1065-17
	P	31-4-007	3-4	DMH-FD	DP1065-17
	Q	31-4-007	3-4	DMH-FD	DP1065-17
	R	31-4-007	3-4	DMH-FD	DP1065-17
	S	25-1-302	11-8		
	T	17-9-302	3-4	DMH-FD	DP1651-17
	U	6-2-302	0-27	GR-FD	DP1424-17
V	28-9-102	3-18	DMH-FD		DP1026-07
W	33-1-102	3-3	DMH-FD		DP1026-07

SCHEDULE OF SHORT & CURVED LINES			
NO.	BEARING	DIST	ARC
1	107°15'00"	11.445	
2	94°08'28"	17.145	
3	83°46'18"	6.83	
4	9°20'08"	6.405	
5	74°40'18"	6.765	
6	81°00'10"	24.028	27.405
			18.5



**Bureau:**  
**KATE ELMIE WILCOX**  
**Date: 10-10-2020**  
**Buyer's Ref: 7610-**

**PLAN OF SUBDIVISION OF LOT 1 IN DP 126691**

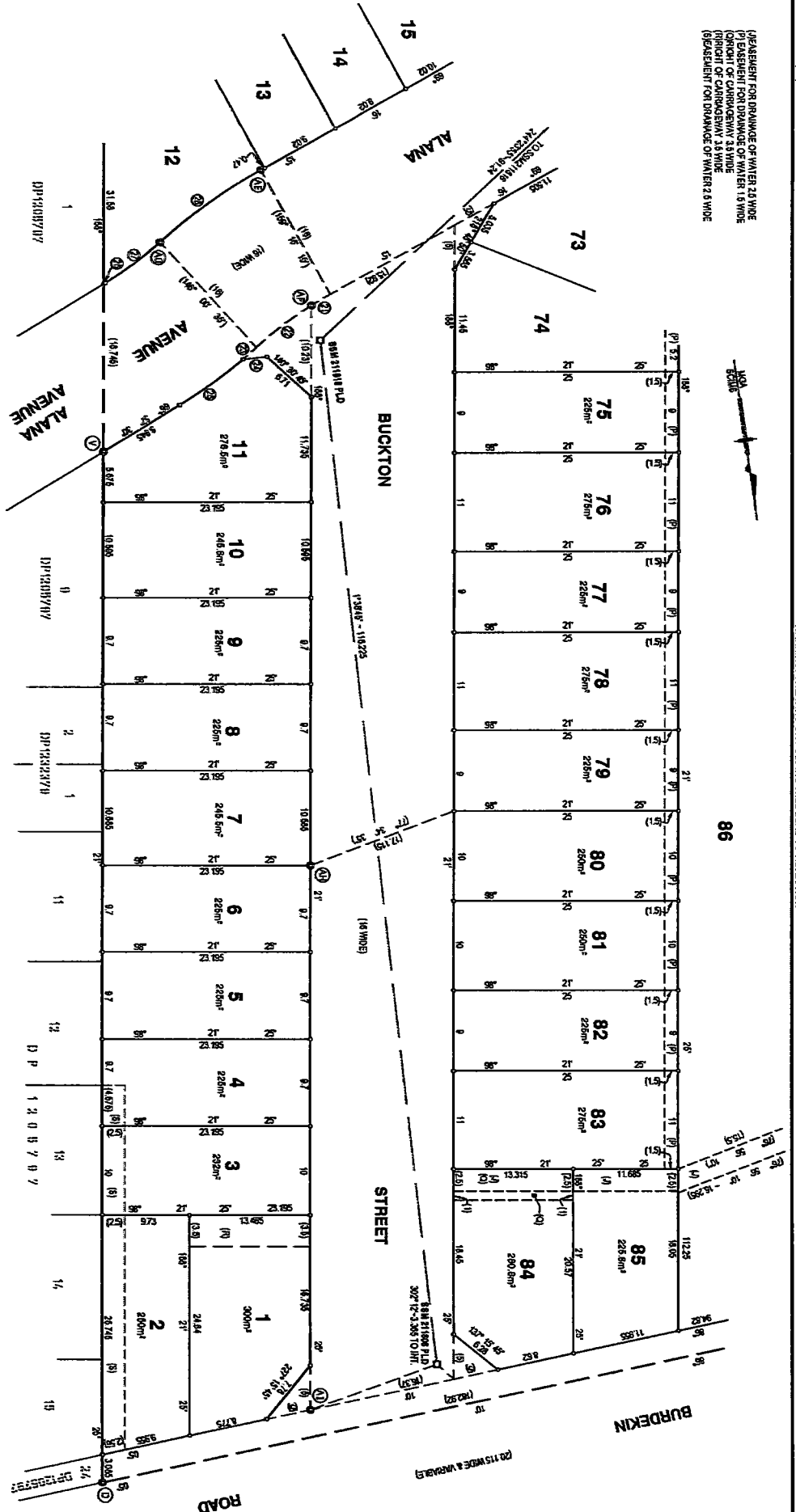
**LOG: BLACKTOWN**  
**Locality: QUAKERS H.**  
**Reduction Ratio 1:100**  
**Lengths are in metres.**



28/04/2021

DP1257140

(1) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE  
(2) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE  
(3) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE  
(4) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE  
(5) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE



SCHEDULE OF BEIGHT & CURVED LINES			
No.	BEIGHT	Dist	MO
21	87.41.20	8.43	44
22	81.03.30	7.76	44
23	87.00.40	1.00	50
24	87.46.00	8.07	50
25	82.20.10	6.73	56
26	86.67.30	0.18	56
27	24.120.00	7.53	40
28	24.120.00	10.00	50

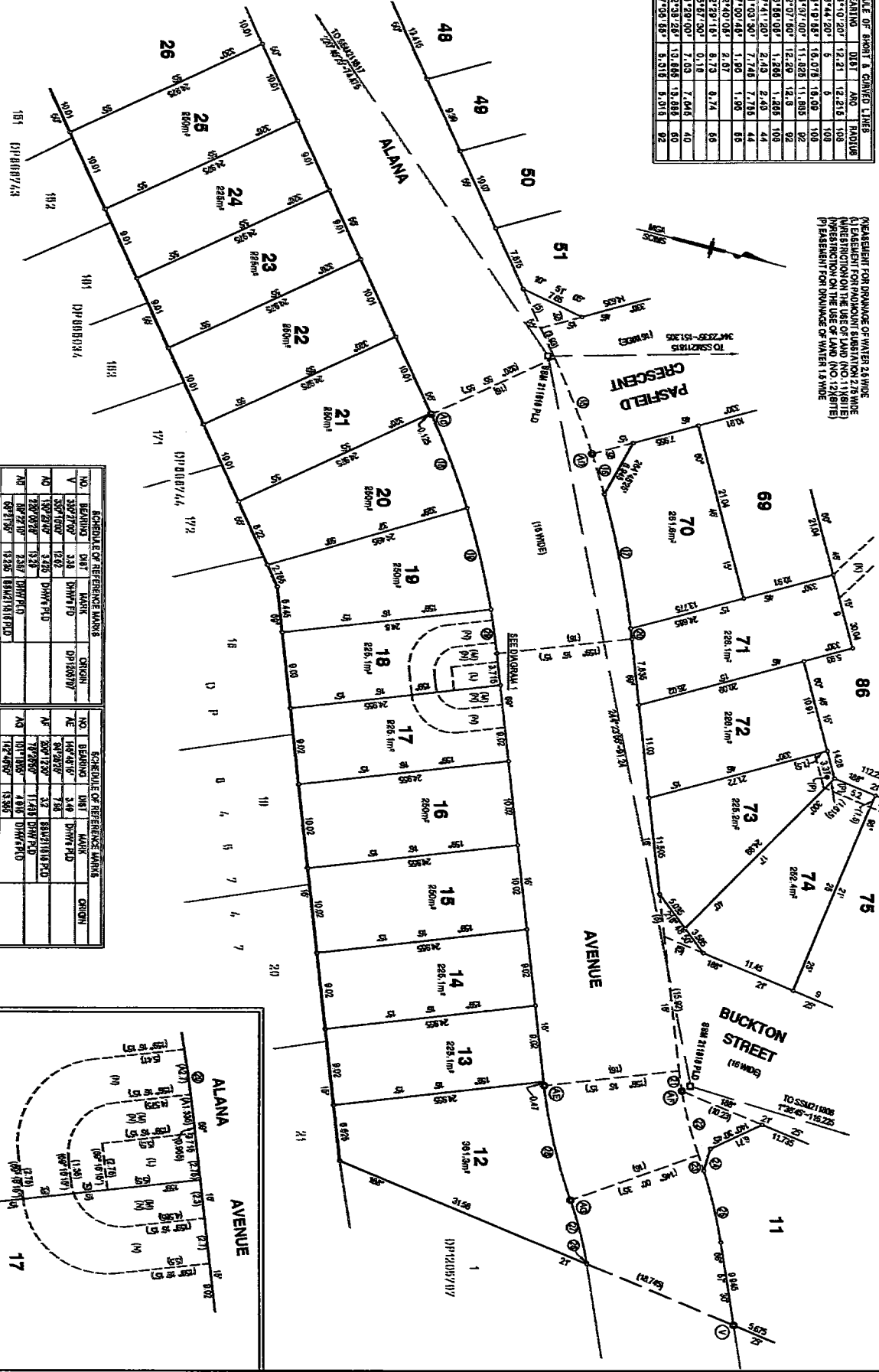
SCHEDULE OF REFERENCE MARKS			
No.	BEIGHT	Dist	MO
1	24.120.00	7.76	44
2	24.120.00	1.00	50
3	24.120.00	8.07	50
4	24.120.00	6.73	56
5	24.120.00	0.18	56
6	24.120.00	7.53	40
7	24.120.00	10.00	50

SCHEDULE OF REFERENCE MARKS			
No.	BEIGHT	Dist	MO
1	24.120.00	7.76	44
2	24.120.00	1.00	50
3	24.120.00	8.07	50
4	24.120.00	6.73	56
5	24.120.00	0.18	56
6	24.120.00	7.53	40
7	24.120.00	10.00	50

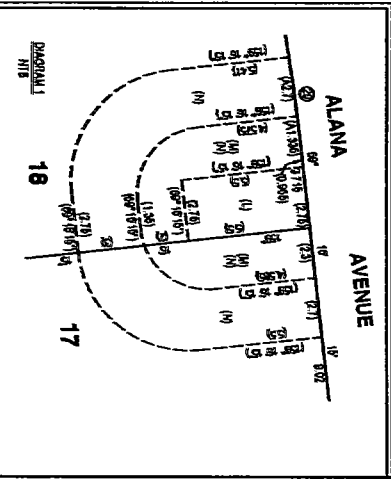
SUBJECT KATE LANE WALCOT Dnr: 16-10-2020 Surveyor's No: 78163	PLAN OF SUBDIVISION OF LOT 1 IN DP 1257140	L.O.C. BLACKTOWN Locality: QUAKERS HILL Production Ref: 1300 Lengths are in metres.	REGISTERED 28/04/2021	DP1257140
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SCHEDULE OF FRONT & CANOE LINES			
NO.	BEARING	DATE	AND
16	64° 00' 00"	12.21	12.21.6
17	64° 00' 00"	12.21	12.21.6
18	64° 00' 00"	12.21	12.21.6
19	64° 00' 00"	12.21	12.21.6
20	64° 00' 00"	12.21	12.21.6
21	64° 00' 00"	12.21	12.21.6
22	64° 00' 00"	12.21	12.21.6
23	64° 00' 00"	12.21	12.21.6
24	64° 00' 00"	12.21	12.21.6
25	64° 00' 00"	12.21	12.21.6
26	64° 00' 00"	12.21	12.21.6
27	64° 00' 00"	12.21	12.21.6
28	64° 00' 00"	12.21	12.21.6
29	64° 00' 00"	12.21	12.21.6

MEASUREMENT FOR DRAINAGE OF WATER 24 WIDE  
AL EASEMENT FOR PROPOSED SUBSTATION 2.2 WIDE  
IN EASEMENT ON THE USE OF LAND (NO 11/81/16)  
IN EASEMENT ON THE USE OF LAND (NO 12/81/16)  
IN EASEMENT FOR DRAINAGE OF WATER 1.8 WIDE



SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DATE	MARK
1	359° 27' 00"	12.21	DMT PTD
2	359° 27' 00"	12.21	DMT PTD
3	359° 27' 00"	12.21	DMT PTD
4	359° 27' 00"	12.21	DMT PTD
5	359° 27' 00"	12.21	DMT PTD
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199	359° 27' 00"	12.21	DMT PTD
200	359° 27' 00"	12.21	DMT PTD



Surveyor:  
KATE ELLEN WALCOK  
Date: 15-06-2020  
Surveyor's Ref: 75101

PLAN OF SUBDIVISION OF LOT 1 IN DP 1257140

L.O.R. BLACKTOWN  
Locality: GAWKERS HILL  
Registration Ref: 1390  
Lengths are in metres.

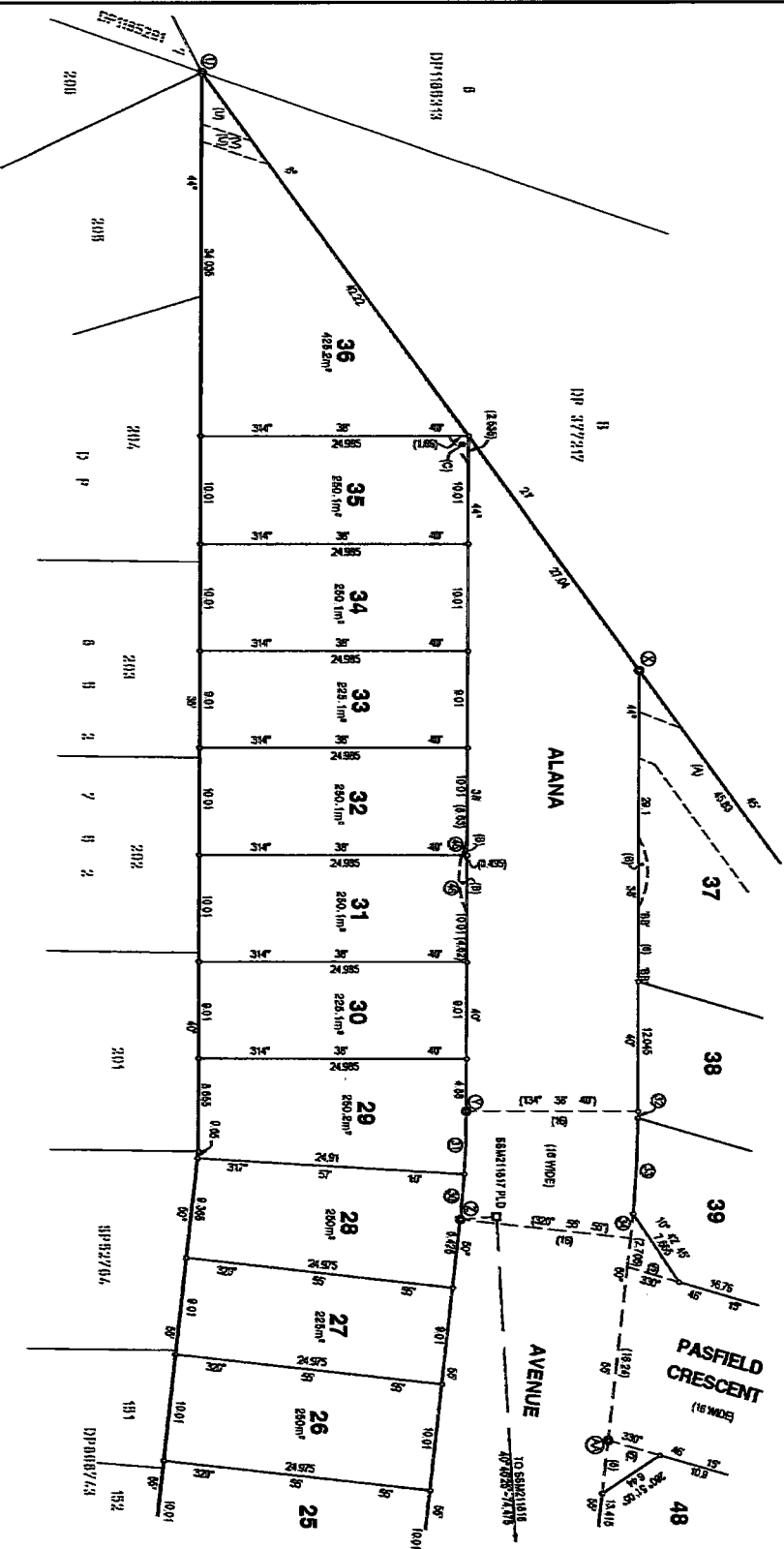
REGISTERED  
20/04/2021

DP1257140

SCHEDULE OF RIGHT & OWNED LINES			
NO.	BEARING	DIST	AND
30	220°56'40"	4.235	4.235 92
31	220°28'10"	5.86	5.86 92
32	44°48'40"	0.633	0.633 100
33	47°20'00"	5.02	5.028 100
34	60°10'20"	2.285	2.288 100
43	04°28'40"	1.463	1.47 7.083
40	30°22'00"	5.41	5.52 7.085

(MEASUREMENT FOR DRAINAGE OF WATER 25.4 WIDE  
(RIGHT OF CARAVANWAY VARIABLE WIDTH (NO 31)  
(RIGHT OF ACCESS VARIABLE WIDTH (NO 2)  
(V) EASEMENT 4.73 WIDE (D 64181)  
(V) EASEMENT FOR WATER MAIN 4.08 WIDE (J 498417)  
BIR-TIP - BIR COLLECTION AREA

SCHEDULE OF REFERENCE LINES			
NO.	BEARING	DIST	MARK
U	8°10'00"	0.47	OP P.D.
V	89°24'00"	0.19	OP P.D.
X	248°34'00"	3.25	DMY P.D.
Y	263°20'00"	1.68	DMY P.D.
Z	100°34'00"	12.015	SSM 211617 P.D.
AA	158°44'00"	3.47	SSM 211617 P.D.
BB	117°47'00"	12.62	DMY P.D.
CC	43°09'00"	15.145	DMY P.D.



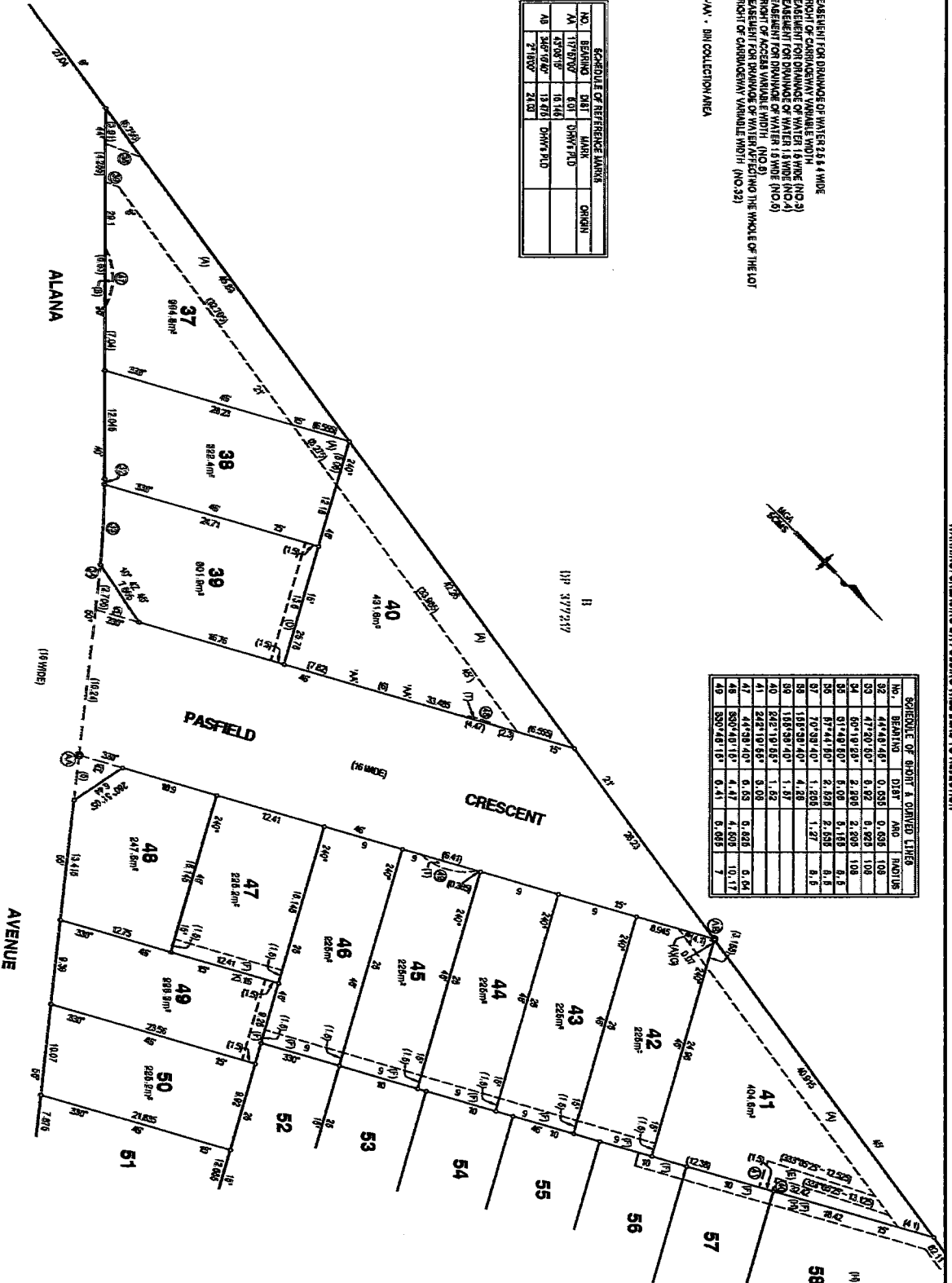
BUYER: KATE ELISE WALCOX Date: 16-10-2020 BUYER'S Ref: 76163	PLAN OF SUBDIVISION OF LOT 1 IN DP 1257140	L.O.A. BLACKTOWN Locality: QUAKERS HILL Municipality: 1500 Lengths are in metres.	RECEIVED 20/04/2021	DP1257140
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- (A) EASEMENT FOR DRAINAGE OF WATER 2.54 M WIDE  
 (B) RIGHT OF CARAVANWAY VARIABLE WIDTH  
 (C) EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE (NO.3)  
 (D) EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE (NO.4)  
 (E) EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE (NO.5)  
 (F) RIGHT OF ACCESS VARIABLE WIDTH (NO.6)  
 (G) EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF THE LOT  
 (H) EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF THE LOT  
 (I) RIGHT OF CARAVANWAY VARIABLE WIDTH (NO.32)

NAME - BIN COLLECTION AREA

SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DIST	MARK
AA	119°50'00"	6.01	DRIVE PLO
AB	348°00'00"	16.146	DRIVE PLO
AC	271°00'00"	21.03	

SCHEDULE OF RIGHT & CURVED LINES			
NO.	BEARING	DIST	MARK
32	44°43'48"	0.555	0.555 100
33	47°20'50"	0.92	0.92 100
34	60°19'28"	2.208	2.208 100
35	81°42'00"	5.08	5.08 100
36	87°44'00"	8.228	8.228 100
37	10°38'40"	1.208	1.207 100
38	155°38'40"	4.28	
39	155°38'40"	1.57	
40	327°10'25"	1.52	
41	242°10'25"	0.90	0.925 100
42	41°35'40"	0.55	0.55 100
43	500°45'10"	4.17	4.17 100
44	350°45'10"	6.41	6.405 100



SURVEY: HAYE ELLEN WALTON DMC: 15-0-200 SURVEY'S NO: 78103	PLAN OF SUBDIVISION OF LOT 1 IN DP 1256916	L.O.R. BLACKTOWN Locality: QUAKERS HILL Production Ratio: 1:500 Lengths are in metres.	REGISTERED 28/04/2021	DP1257140
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PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 1 of 8 sheet(s)

<p>Office Use Only</p> <p>Registered:  28/04/2021</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p><b>DP1257140</b></p>	
<p><b>PLAN OF</b></p> <p>SUBDIVISION OF LOT 1 IN DP 1265916</p>		<p>LGA: BLACKTOWN</p> <p>Locality: QUAKERS HILL</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p>	
<p><b>Survey Certificate</b></p> <p>I, KATE ELISE WILCOX          of SDG LAND DEVELOPMENT SOLUTIONS          P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 15-10-2020, or</p> <p>*(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</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-Y'</p> <p>Type: 'Urban'/Rural</p> <p>The terrain is 'Level-Undulating' / 'Steep-Mountainous'.</p> <p>Signature:  Dated: 15-10-20</p> <p>Surveyor Identification No: 8996</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p>	
<p><b>Plans used in the preparation of survey/compilation.</b></p> <p>DP 1265916</p>		<p><b>Subdivision Certificate</b></p> <p>I, Judith Portelli</p> <p>*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature:  Electronic signature of me, Judith Portelli, affixed by me on 23/04/2021 3:41:42 PM</p> <p>Registration number: N/A</p> <p>Consent Authority: Blacktown City Council</p> <p>Date of endorsement: 23 April 2021</p> <p>Subdivision Certificate number: SC-20-00242</p> <p>File number: DA-18-01783</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 7610-2</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF ALANA AVENUE TO THE PUBLIC AS PUBLIC ROADS.</p> <p>IT IS INTENDED TO DEDICATE BUCKTON STREET &amp; PASFIELD CRESCENT TO THE PUBLIC AS PUBLIC ROADS.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 8 sheet(s)
<p>Registered:  28/04/2021</p> <p><b>PLAN OF</b> SUBDIVISION OF LOT 1 IN DP 1265916</p> <p>Subdivision Certificate number: <u>SC-20-00242</u></p> <p>Date of Endorsement: <u>23 April 2021</u></p>	<p style="text-align: right;">Office Use Only</p> <div style="text-align: center; font-size: 24pt; font-weight: bold; margin: 20px 0;">DP1257140</div> <p style="font-size: 10pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE:</p> <ol style="list-style-type: none"> <li>1. EASEMENT FOR DRAINAGE OF WATER 2.5 &amp; 4 WIDE (A)</li> <li>2. RIGHT OF ACCESS VARIABLE WIDTH (C)</li> <li>3. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D)</li> <li>4. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (E)</li> <li>5. EASEMENT FOR DRAINAGE OF WATER <del>4.4 WIDE (F)</del> 1.5 WIDE (F)</li> <li>6. RIGHT OF ACCESS VARIABLE WIDTH (G)</li> <li>7. EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF THE LOT (H)</li> <li>8. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (J)</li> <li>9. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (K)</li> <li>10. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (L)</li> <li>11. RESTRICTION ON THE USE OF LAND (M)</li> <li>12. RESTRICTION ON THE USE OF LAND (N)</li> <li>13. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (P)</li> <li>14. RIGHT OF CARRIAGEWAY 3.5 WIDE (Q)</li> <li>15. POSITIVE COVENANT</li> <li>16. RIGHT OF CARRIAGEWAY 3.5 WIDE (R)</li> <li>17. POSITIVE COVENANT</li> <li>18. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (S)</li> <li>19. RESTRICTION ON THE USE OF LAND</li> <li>20. RESTRICTION ON THE USE OF LAND</li> <li>21. RESTRICTION ON THE USE OF LAND</li> <li>22. POSITIVE COVENANT</li> <li>23. RESTRICTON ON THE USE OF LAND</li> <li>24. POSITIVE COVENANT</li> <li>25. RESTRICTION ON THE USE OF LAND</li> <li>26. POSITIVE COVENANT</li> <li>27. RESTRICTION ON THE USE OF LAND</li> <li>28. POSITIVE COVENANT</li> <li>29. RESTRICTION ON THE USE OF LAND</li> <li>30. RESTRICTION ON THE USE OF LAND</li> <li>31. RIGHT OF CARRAIGEWAY VARIABLE WIDTH (B)</li> <li>32. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (T)</li> <li>33. POSITIVE COVENANT</li> <li>34. RESTRICTION ON THE USE OF LAND</li> </ol>		
<p>If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 7610-2</p>		



**PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 8 sheet(s)


<p><b>Registered:</b>  <b>28/04/2021</b></p> <p style="text-align: right;">Office Use Only</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1257140</p>
<p><b>PLAN OF</b> SUBDIVISION OF LOT 1 IN DP 1265916</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate number: <b>SC-20-00242</b></p> <p>Date of Endorsement: <b>23 April 2021</b></p>	

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	123	Burdekin	Road	Quakers Hill
2	121	Burdekin	Road	Quakers Hill
3	3	Buckton	Street	Quakers Hill
4	5	Buckton	Street	Quakers Hill
5	7	Buckton	Street	Quakers Hill
6	9	Buckton	Street	Quakers Hill
7	11	Buckton	Street	Quakers Hill
8	13	Buckton	Street	Quakers Hill
9	15	Buckton	Street	Quakers Hill
10	17	Buckton	Street	Quakers Hill
11	19	Buckton	Street	Quakers Hill
12	33	Alana	Avenue	Quakers Hill
13	35	Alana	Avenue	Quakers Hill
14	37	Alana	Avenue	Quakers Hill
15	39	Alana	Avenue	Quakers Hill
16	41	Alana	Avenue	Quakers Hill
17	43	Alana	Avenue	Quakers Hill
18	45	Alana	Avenue	Quakers Hill
19	47	Alana	Avenue	Quakers Hill
20	49	Alana	Avenue	Quakers Hill
21	51	Alana	Avenue	Quakers Hill
22	53	Alana	Avenue	Quakers Hill
23	55	Alana	Avenue	Quakers Hill
24	57	Alana	Avenue	Quakers Hill

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7610-2

**PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 8 sheet(s)

Registered:  28/04/2021 Office Use Only

Office Use Only

**PLAN OF**  
**SUBDIVISION OF LOT 1 IN DP 1265916**

**DP1257140**

Subdivision Certificate number: **SC-20-00242**

Date of Endorsement: **23 April 2021**

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
25	59	Alana	Avenue	Quakers Hill
26	61	Alana	Avenue	Quakers Hill
27	63	Alana	Avenue	Quakers Hill
28	65	Alana	Avenue	Quakers Hill
29	67	Alana	Avenue	Quakers Hill
30	69	Alana	Avenue	Quakers Hill
31	71	Alana	Avenue	Quakers Hill
32	73	Alana	Avenue	Quakers Hill
33	75	Alana	Avenue	Quakers Hill
34	77	Alana	Avenue	Quakers Hill
35	79	Alana	Avenue	Quakers Hill
36	N/A	Alana	Avenue	Quakers Hill
37	N/A	Alana	Avenue	Quakers Hill
38	36	Alana	Avenue	Quakers Hill
39	34	Pasfield	Crescent	Quakers Hill
40	N/A	Pasfield	Crescent	Quakers Hill
41	N/A	Pasfield	Crescent	Quakers Hill
42	57	Pasfield	Crescent	Quakers Hill
43	59	Pasfield	Crescent	Quakers Hill
44	61	Pasfield	Crescent	Quakers Hill
45	63	Pasfield	Crescent	Quakers Hill
46	65	Pasfield	Crescent	Quakers Hill
47	67	Pasfield	Crescent	Quakers Hill
48	69	Pasfield	Crescent	Quakers Hill

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7610-2

**PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 8 sheet(s)

Registered:  28/04/2021

Office Use Only

Office Use Only

**PLAN OF**  
**SUBDIVISION OF LOT 1 IN DP 1265916**

**DP1257140**

Subdivision Certificate number: SC-20-00242

Date of Endorsement: 23 April 2021


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.


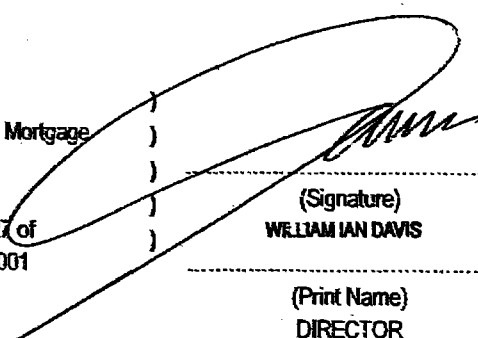

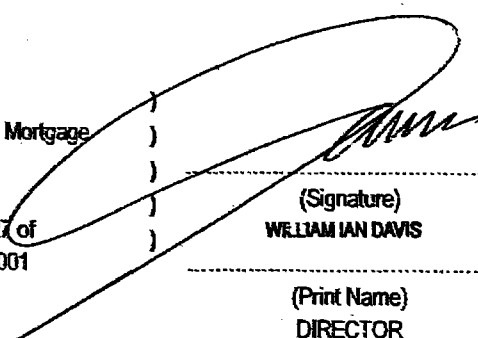

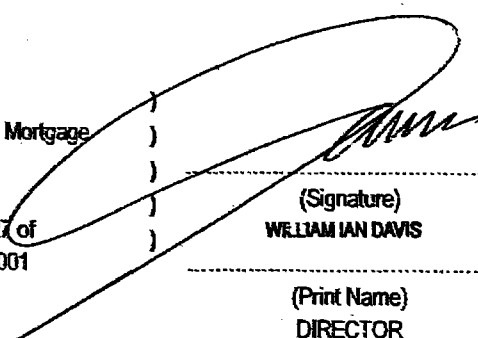

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
49	30	Alana	Avenue	Quakers Hill
50	28	Alana	Avenue	Quakers Hill
51	26	Alana	Avenue	Quakers Hill
52	3	Pasfield	Crescent	Quakers Hill
53	5	Pasfield	Crescent	Quakers Hill
54	7	Pasfield	Crescent	Quakers Hill
55	9	Pasfield	Crescent	Quakers Hill
56	11	Pasfield	Crescent	Quakers Hill
57	13	Pasfield	Crescent	Quakers Hill
58	N/A	Pasfield	Crescent	Quakers Hill
59	24	Pasfield	Crescent	Quakers Hill
60	22	Pasfield	Crescent	Quakers Hill
61	20	Pasfield	Crescent	Quakers Hill
62	18	Pasfield	Crescent	Quakers Hill
63	16	Pasfield	Crescent	Quakers Hill
64	14	Pasfield	Crescent	Quakers Hill
65	12	Pasfield	Crescent	Quakers Hill
66	10	Pasfield	Crescent	Quakers Hill
67	8	Pasfield	Crescent	Quakers Hill
68	6	Pasfield	Crescent	Quakers Hill
69	4	Pasfield	Crescent	Quakers Hill
70	2	Pasfield	Crescent	Quakers Hill
71	22	Alana	Avenue	Quakers Hill
72	20	Alana	Avenue	Quakers Hill
73	18	Alana	Avenue	Quakers Hill

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7610-2

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 8 sheet(s)
<b>Registered:</b>  <b>28/04/2021</b>	Office Use Only		Office Use Only	
<b>PLAN OF</b> <b>SUBDIVISION OF LOT 1 IN DP 1265916</b>			<h1 style="margin: 0;">DP1257140</h1>	
Subdivision Certificate number: <u>SC-20-00242</u> Date of Endorsement: <u>23 April 2021</u>			This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
<b>LOT</b>	<b>STREET NUMBER</b>	<b>STREET NAME</b>	<b>STREET TYPE</b>	<b>LOCALITY</b>
74	22	Buckton	Street	Quakers Hill
75	20	Buckton	Street	Quakers Hill
76	18	Buckton	Street	Quakers Hill
77	16	Buckton	Street	Quakers Hill
78	14	Buckton	Street	Quakers Hill
79	12	Buckton	Street	Quakers Hill
80	10	Buckton	Street	Quakers Hill
81	8	Buckton	Street	Quakers Hill
82	6	Buckton	Street	Quakers Hill
83	4	Buckton	Street	Quakers Hill
84	125	Burdekin	Road	Quakers Hill
85	127	Burdekin	Road	Quakers Hill
86	N/A	Pasfield	Crescent	Quakers Hill
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 7610-2				

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 8 sheet(s)
Registered:  28/04/2021	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 IN DP 1265916		<b>DP1257140</b>
Subdivision Certificate number: <u>SC-20-00242</u> Date of Endorsement: <u>23 APRIL 2021</u>		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		
<div><div>EXECUTED by ) RAJ &amp; JAI 2 PTD LTD ) ACN 622 511 675 ) in accordance with s127 of ) the Corporations Act 2001 )</div><div> Sanjeev Kumar Sole Director/Secretary</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 7610-2		

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 8 of 8 sheet(s)		
Registered:  28/04/2021	Office Use Only	Office Use Only		
PLAN OF SUBDIVISION OF LOT 1 IN DP 1265916		DP1257140		
Subdivision Certificate number: SC-20-00242 Date of Endorsement: 23 APRIL 2021				
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>				
<p style="text-align: center;"><u>Consent of Mortgagee</u></p> <table border="0" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;"><p>EXECUTED by Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590 in accordance with s127 of the Corporations Act 2001</p><div style="text-align: center;"> _____ (Signature) WILLIAM IAN DAVIS _____ (Print Name) DIRECTOR</div></td><td style="width: 50%; vertical-align: top;"><div style="text-align: center;"> _____ (Signature) SIMON HINDSON _____ (Print Name) DIRECTOR/SECRETARY</div></td></tr></table>			<p>EXECUTED by Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590 in accordance with s127 of the Corporations Act 2001</p> <div style="text-align: center;"> _____ (Signature) WILLIAM IAN DAVIS _____ (Print Name) DIRECTOR</div>	<div style="text-align: center;"> _____ (Signature) SIMON HINDSON _____ (Print Name) DIRECTOR/SECRETARY</div>
<p>EXECUTED by Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590 in accordance with s127 of the Corporations Act 2001</p> <div style="text-align: center;"> _____ (Signature) WILLIAM IAN DAVIS _____ (Print Name) DIRECTOR</div>	<div style="text-align: center;"> _____ (Signature) SIMON HINDSON _____ (Print Name) DIRECTOR/SECRETARY</div>			
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 7610-2				

**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 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
 Subdivision Certificate No. **SC-20-00242**

Full name and address of the  
 owner of the land:

Raj & Jai 2 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 2.5 & 4 Wide (A)	37, 38, 40, 41 & 42	Blacktown City Council
2	Right of Access Variable Width (C)	35	36
3	Easement for Drainage of Water 1.5 Wide (D)	39	38
4	Easement for Drainage of Water 1.5 Wide (E)	41	Blacktown City Council
5	Easement for Drainage of Water 1.5 Wide (F)	42 43 44 45 46 47 49 56 57 58	43-50 inclusive 44-50 inclusive 45-50 inclusive 46-50 inclusive 47-50 inclusive 48 47, 48 & 50 42-50 inclusive 42-50 inclusive & 56 41-50 inclusive, 56 & 57
6	Right of Access Variable Width (G)	42	41
7	Easement for Drainage of Water affecting the whole of the Lot (H)	58	Blacktown City Council
8	Easement for Drainage of Water 2.5 Wide (J)	84, 85 & 86	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

 Electronic signature of me,  
 Judith Portelli, affixed by me  
 on 23/04/2021 3:36:03 PM

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 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
 Subdivision Certificate No. **SC-20-00242**

**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 Drainage of Water 2.5 Wide (K)	86	71
10	Easement for Padmount Substation 2.75 Wide (L)	18	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
11	Restriction on the Use of Land (M)	Part 17 designated (M) & Part 18 designated (M)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
12	Restriction on the Use of Land (N)	Part 17 designated (N) & Part 18 designated (N)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
13	Easement for Drainage of Water 1.5 Wide (P)	73 74 75 76 77 78 79 80 81 82 83	72 72 & 73 72, 73 & 74 72-75 inclusive 72-76 inclusive 72-77 inclusive 72-78 inclusive 72-79 inclusive 72-80 inclusive 72-81 inclusive 72-82 inclusive
14	Right of Carriageway 3.5 Wide (Q)	84	85
15	Positive Covenant	84	Blacktown City Council
16	Right of Carriageway 3.5 Wide (R)	1	2
17	Positive Covenant	1	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
 Judith Portelli, affixed by me  
 on 23/04/2021 3:38:06 PM

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 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
 Subdivision Certificate No. SC-20-00242

**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
18	Easement for Drainage of Water 2.5 Wide (S)	2, 3 & 4	Blacktown City Council
19	Restriction on the Use of Land	1-20 inclusive, 34, 35, 36, 41-46 inclusive & 50-86 inclusive	Blacktown City Council
20	Restriction on the Use of Land	36, 37, 40 & 41	Blacktown City Council
21	Restriction on the Use of Land	2-11, 13-35 inclusive, 42-57 inclusive & 59-85 inclusive	Blacktown City Council
22	Positive Covenant	58	Blacktown City Council
23	Restriction on the Use of Land	58	Blacktown City Council
24	Positive Covenant	58	Blacktown City Council
25	Restriction on the Use of Land	58	Blacktown City Council
26	Positive Covenant	2, 3, 4, 37, 38 & 40	Blacktown City Council
27	Restriction on the Use of Land	2, 3, 4, 37, 38 & 40	Blacktown City Council
28	Positive Covenant	1-86 inclusive	Blacktown City Council



Electronic signature of me,  
 Judith Portelli, affixed by me  
 on 23/04/2021 3:38:07 PM

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 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
 Subdivision Certificate No. **SC-20-00242**

**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
29	Restriction on the Use of Land	1-86 inclusive	Blacktown City Council
30	Restriction on the Use of Land	1-86 inclusive	Blacktown City Council
31	Right of Carriageway Variable Width (B)	31, 32 & 37	Blacktown City Council
32	Right of Carriageway Variable Width (T)	40 & 45	Blacktown City Council
33	Positive Covenant	40, 42, 43, 44, 33, 34, 35 & 37	Blacktown City Council
34	Restriction on the Use of Land	1-86 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
 Judith Portelli, affixed by me  
 on 23/04/2021 3:38:09 PM

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 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1255916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**1. Terms of Easement numbered 2 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 2 in the plan is **Blacktown City Council**

**2. Terms of Easement numbered 6 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 6 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, attested by me  
on 23/04/2021 3:38:13 PM

Authorised Officer

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

Lengths are in metres

(Sheet 6 of 30 sheets)

Plan: **DP1257140** Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**3. Terms of Easement numbered 10 in the plan**

**3.1 Definitions**

- 3.1.1 easement site** means that part of the lot burdened that is affected by this easement.
- 3.1.2 electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 3.1.3 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).
- 3.1.4 install** includes construct, repair, replace, maintain, modify, use, and remove.
- 3.1.5 owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 3.1.6 services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 3.1.7 structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

**3.2 Epsilon Distribution Ministerial Holding Corporation may:**

- 3.2.1** install electrical equipment within the easement site,
- 3.2.2** excavate the easement site to install the electrical equipment.
- 3.2.3** use the electrical equipment for the transmission of electricity,
- 3.2.4** 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,
- 3.2.5** 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
- 3.2.6** 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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**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 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

- 3.3 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.
- 3.4 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:
- 3.4.1 install or permit to be installed any services or structures within the easement site, or
- 3.4.2 alter the surface level of the easement site, or
- 3.4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation
- 3.5 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.
- 3.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 3.6.1 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.
- 3.6.2 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 10 in the plan is  
**Epsilon Distribution Ministerial Holding Corporation.**

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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 8 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. SC-20-00242

**PART 2**

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

**4.1 Definitions:**

- 4.1.1 **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.
- 4.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 4.1.3 **erect** includes construct, install, build and maintain.
- 4.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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

**4.3 The fire ratings mentioned in clause 4.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.**

**4.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System**

- 4.4.1 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.

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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 9 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

- 4.4.2 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 11 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

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

**5.1 Definitions:**

5.1.1 erect includes construct, install, build and maintain.

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

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

**5.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System**

5.3.1 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.

5.3.2 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 12 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

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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 10 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**6. Terms of Right of Carriageway numbered 14 in the plan**

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

Provided that the registered proprietors for the time being of the benefited lots and all persons authorised by him will:

- a) Not exceed a speed of 20 kph whilst driving a vehicle over the site of this easement.
- b) Not drive a vehicle of Tare weight in excess of 1500kg over the site of this easement.
- c) Not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

Name of Person or Authority whose consent is required to release, vary or modify the terms of the Right of Carriageway numbered 14 in the plan is **Blacktown City Council**.

**7. Terms of Positive Covenant numbered 15 in the plan**

The proprietor of the lot(s) hereby burdened or benefited will in respect of the right of carriageway 3.5 Wide designated (Q) on the plan:

- (a) Maintain the driveway surface and any associated drainage system in reasonable working condition and
- (b) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former conditions and
- (c) Share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
- (d) The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.
- (e) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority having the power to release vary or modify the terms of positive covenant numbered 15 in the plan is **Blacktown City Council**.

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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 11 of 30 sheets)

Plan **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**8. Terms of Right of Carriageway numbered 16 in the plan**

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

"Provided that the registered proprietors for the time being of the benefited lots and all persons authorised by him will:

- a) Not exceed a speed of 20 kph whilst driving a vehicle over the site of this easement.
- b) Not drive a vehicle of Tare weight in excess of 1500kg over the site of this easement.
- c) Not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

Name of Person or Authority whose consent is required to release, vary or modify the terms of the Right of Carriageway numbered 16 in the plan is **Blacktown City Council**.


**9. Terms of Positive Covenant numbered 17 in the plan**

The proprietor of the lot(s) hereby burdened or benefited will in respect of the right of carriageway 3.5 Wide designated (R) on the plan:

- (a) Maintain the driveway surface and any associated drainage system in reasonable working condition and
- (b) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former conditions and
- (c) Share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
- (d) The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.
- (e) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

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

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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 12 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**10. Terms of Restriction on the Use of Land numbered 19 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**

**11. Terms of Restriction on the Use of Land numbered 20 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 provision of lot fill and the payment of Section 7.11 Contributions.

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**

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

No further development on lots less than 300sq.m is to take place unless it is consistent with the approved Building Envelope Plan (Drawing No.DA-03, Revision 3, dated 3<sup>rd</sup> June 2019, prepared by The Bathla Group).

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

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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 13 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

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

- 13.1 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:
- a. Keep the system clean and free from silt, rubbish and debris.
  - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Stormwater Detention Maintenance Schedule" as prepared by Orion Consulting on 22/09/2020, and also held on Council File: CC 15968. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
  - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
  - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
  - e. Notify Council after each programmed maintenance inspection.
- 13.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 13.1(d) above.
  - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
    - i. Any expense reasonably incurred by it in exercising its powers in subparagraph 13.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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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 14 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

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

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

For the purposes of this covenant, "the system" means the 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: 15760 on 03/02/2020, 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 15968.

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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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
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Lengths are in metres

(Sheet 15 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**14. 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: 15760 on 03/02/2020, 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 15968.

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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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
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CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 16 of 30 sheets)

**Plan: DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**15. Terms of Positive Covenant on the Use of Land numbered 24 in the plan**

- 15.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed on the burdened lot(s) that they will:
- a. Keep the system clean and free from silt, rubbish and debris.
  - b. Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or "Stormwater Maintenance Manual" as prepared by Orion Consulting on 22/09/2020, and also held on Council File: CC 15968. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
  - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
  - d. Provide to the Prescribed Authority each year on or before the 1 September an annual maintenance and monitoring report ("Report") outlining all maintenance undertaken on the Device in accordance with the maintenance and monitoring schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.
  - e. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 15.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 15.1(e) above.

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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

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Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. SC-20-00242

**PART 2**

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

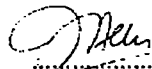
- i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 15.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, 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 device" means the (Stormwater 360 Stormfilter, Envirpods & Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land as detailed on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15760 on 03/02/2020, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC 15968.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 24 is **Blacktown City Council**

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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

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Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

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

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

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

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

For the purposes of this restriction, "the device" means the (Stormwater 360 Stormfilter, Envirpods & Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land as detailed on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15760 on 03/02/2020, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC 15968.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 25 in the plan is **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 19 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**17. Terms of Positive Covenant on the Use of Land numbered 26 in the plan**

- 17.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will:
- a. Keep the overland flowpath clean and free from silt, rubbish and debris.
  - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the overland flowpath contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner.
  - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the overland flowpath and the state of construction, maintenance or repair of the overland flowpath, for compliance with the requirements of this covenant.
  - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the overland flowpath and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 17.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 17.1(d) above.
  - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
    - i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 17.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:38:47 PM

Authorised Officer

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

Lengths are in metres

(Sheet 20 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

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

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

For the purposes of this covenant, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15760 on 03/02/2020. A copy of this Construction Certificate is held on Council file No: CC 15968.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 26 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:38:49 PM

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 21 of 30 sheets)

Plan **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. ....SC-20-00242.....

**18. Terms of Restriction on the Use of Land numbered 27 in the plan**

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


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

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

For the purposes of this covenant, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15760 on 03/02/2020. A copy of this Construction Certificate is held on Council file No: CC 15968.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 27 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

 Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:38:51 PM  
Authorised Officer

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

Lengths are in metres

(Sheet 22 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**19. Terms of Positive Covenant numbered 28 in the plan**

The Registered Proprietor from time to time of the Lot Burdened covenants personally and on behalf of all occupants of the Lot Burdened in favour of the Prescribed Authority to do the following:

- a) Store all forms of garbage, green waste and recycling within the appropriate garbage bin areas on their respective lots;
- b) Place all garbage, green waste and recycling bins in the communal garbage, green waste and recycling collection area, no earlier than 2pm the day before the scheduled collection time;
- c) Collect and return the empty garbage, green waste and recycling bins (and any uncollected green/building waste) to their respective lots no later than 7pm on the day collection has taken place;
- d) Place whitegoods and large household items in the communal bulky waste collection area, the evening before the date allocated by the Prescribed Authority for the collection of such items
- e) Release the Prescribed authority from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by the Prescribed Authority or any agent acting on its behalf.

The nominated bin location area is as shown on the stamped approved plans (Building Envelope Plan - Drawing No.DA-03, Revision 3, dated 3<sup>rd</sup> June 2016, prepare by The Bathla Group).

The owner of the lot(s) burdened with the bin storage area acknowledges that the bin storage area will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly, on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to place bins in the bin storage area.

Name of Authority having the power to release, vary or modify the Positive Covenant numbered 28 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:38:56 PM

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 23 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. ....SC-20-00242.....

**PART 2**

**20. Terms of Restriction on the Use of Land numbered 29 in the plan**

The development shall be completed in accordance with the requirements of Development Application 18-01783 approved by Land and Environment Court of New South Wales on the 28<sup>th</sup> June 2019.

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

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

No buildings shall be erected on the lot hereby burdened unless it is constructed in accordance with the salinity report from Geotesta Pty Ltd Ref NE746 dated 03/11/2020. A copy of this report is held on Council File DA-18-01783.

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

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Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:38:58 PM

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 24 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**22. Terms of Right of Carriageway numbered 31 in the plan**

A right of carriageway as set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 including the following terms:

This right of Carriageway terminates when the full extent of Alana Avenue is constructed and is dedicated to the public as public road.

Name of Authority having the power to release, vary or modify the easement numbered 31 in the plan is  
**Blacktown City Council.**


**23. Terms of Right of Carriageway numbered 32 in the plan**

A right of carriageway as set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 including the following terms:

This right of Carriageway terminates when the full extent of Pasfield Crescent is constructed and is dedicated to the public as public road.

Name of Authority having the power to release, vary or modify the easement numbered 32 in the plan is  
**Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:39:00 PM  
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 25 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

**PART 2**

**24. Terms of Positive Covenant numbered 33 in the plan**

The Registered Proprietor from time to time of the Lot Burdened covenants personally and on behalf of all occupants of the Lot Burdened in favour of the Prescribed Authority to do the following:

- a) Store all forms of garbage, organic waste and recycling within the appropriate garbage bin areas designated on the plan for the Lot Burdened;
- b) Place all garbage, organic waste and recycling bins in the communal garbage, organic waste and recycling collection area, designated on the plan for the Lot Burdened, no earlier than 2pm the day before the scheduled collection time;
- c) Collect and return the empty garbage, organic waste and recycling bins to the Lot Burdened no later than 7pm on the day collection has taken place;
- d) Place whitegoods and large household items in the bulky waste collection area, designated by the Prescribed Authority for the Lot Burdened, the evening before the date allocated by the Prescribed Authority for the collection of such items
- e) The owner of the lot burdened acknowledges that the bin storage area will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly, on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to plan bins in the bin storage area; and
- f) Release the Prescribed authority from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, debris, damage to property or other issues arising directly or indirectly from waste collection activities carried on by the Prescribed Authority or any agent acting on its behalf.

In this positive covenant, bin collection areas on public road means the area between the kerb line and the boundary. These areas are denoted on the plan and are tabulated below.

Bin Collection Area	Lots Burdened
'AA'-AA'	42, 43 & 44
'BB'-BB'	33, 34 & 35

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

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:39:03 PM

.....  
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 26 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. ....SC-20-00242.....

**PART 2**

**25. Terms of Restriction on the Use of Land numbered 34 in the plan**

No future development is permitted on the lot burdened unless it is ensured that finished floor levels required by consent DA-18-01783 (Conditions 13.17.1.3 & 13.17.1.4) are obtained. A certificate from a Registered Surveyor must be obtained and submitted to Council verifying that these levels have been obtained.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 34 is **Blacktown City Council**

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easements numbered 1, 3, 4, 5, 7, 8, 9, 13 & 18 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:39:04 PM

.....  
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 27 of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. **SC-20-00242**

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



Electronic signature of me,  
Judith Portelli, affixed by me  
on 23/04/2021 3:39:07 PM

Signature of Delegate

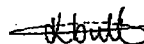
Judith Portelli

Name of Delegate

Manager Development Assessment  
Blacktown City Council

Position of Delegate

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



Electronic signature of me,  
Kristy Bulloch, affixed by me  
on 23/04/2021 4:15:34 PM

Signature of Witness

Kristy Bulloch

Name of Witness

62 Flushcombe Road  
Blacktown NSW 2148

Address of Witness

**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

28 of 30  
(Sheet ~~25~~ of 27 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. ....SC-20-00242....

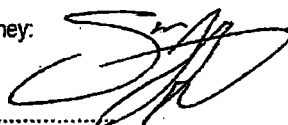
I certify that the attorney signed this  
instrument in my presence.

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:

M. Dowds

Signature of attorney:



Name of witness:

MEGAN DOWDS

Name and position of attorney:

Simon Lawton  
Strategic Property Manager

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

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

Power of attorney:  
Book 4768 No. 870

Endeavour Energy reference:

URS23394

Date of Signature:

5 NOVEMBER 2020

**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

29 of 30  
(Sheet 28 of 29 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. ...SC-20-00242...

EXECUTED by )  
RAJ & JAI 2 PTD LTD )  
ACN 622 511 675 )  
in accordance with s127 of )  
the Corporations Act 2001 )

Sanjeev Kumar  
**Sanjeev Kumar**  
Sole Director/Secretary

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

Lengths are in metres

30 of 30  
(Sheet ~~29~~ of 30 sheets)

Plan: **DP1257140**

Plan of Subdivision of Lot 1 in DP 1265916 covered by  
Subdivision Certificate No. SC-20-00242

Consent of Mortgagee

EXECUTED by  
Australian Commercial Mortgage  
Corporation Pty Ltd  
ACN 109 865 590  
in accordance with s127 of  
the Corporations Act 2001

)  
)  
)  
)  
(Signature)  
WILLIAM IAN DAVIS  
(Print Name)  
DIRECTOR

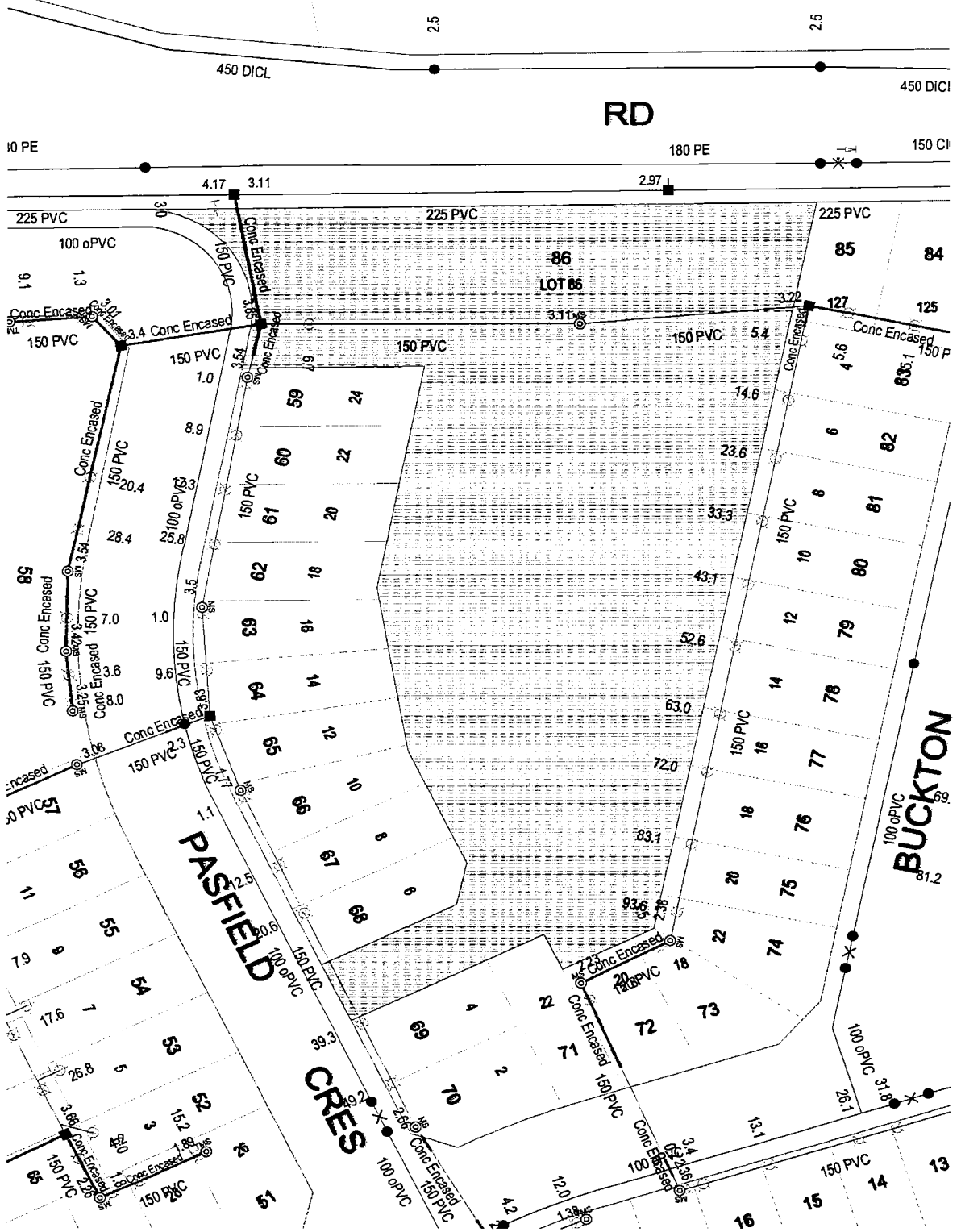
)  
)  
)  
)  
(Signature)  
SIMON HINDSON  
(Print Name)  
DIRECTOR/SECRETARY

REGISTERED



28/04/2021

Service Location Print  
Application Number: 8000912608



Document generated at 22-07-2021 02:46:07 PM

**Disclaimer**

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
Private Mains			
Potable Water Main			
Recycled Water Main			
Sewer Main			
Symbols for Private Mains shown grey			

### Disclaimer

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

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

22 July 2021

**Infotrack Pty Limited**

**Reference number: 8000912671**

**Property address: Lot 86 Pasfield Cres Quakers Hill NSW 2763**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley  
Manager Business Customers



# 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 that costs 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 on 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 Scheme

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than \$20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit [sira.nsw.gov.au](http://sira.nsw.gov.au) or call 13 10 50.

### 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.

### 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 contracts and contracts for specialist work valued at more than \$5,000, which require a certifier, must (unless you are a developer) include terms about your freedom to choose your own certifier. The contractor must

also give you prescribed information about certifiers, published by Fair Trading, before entering into a contract.

It is an offence for a contractor to unduly influence your choice of a certifier or object to your choice. Examples of undue influence include:

- making it a requirement of the contract that a specified certifier or class of certifier is or isn't appointed
- offering to change the contract price if a specified certifier or class of certifier is or isn't appointed
- refusing to carry out work under the contract if a specified certifier or class of certifier is or isn't appointed.

Residential building contracts regarding 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, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. The contract must also include a checklist prescribed by Fair Trading. 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 HBC cover.

### 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 6 years for major defects and 2 years for all other 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 with your builder or tradesperson

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 (NCAT)** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **HBC Scheme**: contact your insurer or provider as soon as you become aware of defective or incomplete work.

#### Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website [sira.nsw.gov.au](http://sira.nsw.gov.au) or call 13 10 50.

## More information

Visit 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.

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[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)  
Fair Trading enquiries 13 32 20  
TTY 1300 723 404  
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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## **Terry West Building Approvals & Consultants Pty Ltd**

**A.C.N. 084953186**

48 / 9 Hoyle Avenue, Castle Hill 2154  
P.O. Box 255, Winston Hills 2153  
Website - [www.twba.com.au](http://www.twba.com.au)

Phone - 9659 0593  
Fax - 9659 0585  
Email - [info@twba.com.au](mailto:info@twba.com.au)

**A.B.N. 36084953186**

### **FINAL OCCUPATION CERTIFICATE**

**No. 282 / 2021**

**Environmental Planning and Assessment Act 1979**

**Sections 109C (1) (c) and 109 (H)**

**TO:**

Universal Property Group Pty Ltd  
137 Gilba Road,  
Girraween 2145

**COPY TO:**

The General Manager  
Blacktown City Council  
P.O. Box 63,  
Blacktown 2148

Being the applicant in respect of the development of the land described as follows:

**Subject Premises:**

Lot 86, D.P. 1257140, Pasfield Crescent, Quakers Hill

**Development Details:**

Erection of Twenty-Eight (28) Dwellings with associated  
Garages

**Development Consent No.:**

DA-18-1783 &  
Section 4.55 Modification No. DA-20-00531  
28<sup>th</sup> June 2019 &  
Section 4.55 Modification Date 20<sup>th</sup> May 2021

**Date:**

**Construction Certificate No.:**

T.W.B.A./ C.C No. 455 / 2020 &  
Modified C.C. No. 455A / 2020  
8<sup>th</sup> October 2020 &  
Modified C.C. Date 25<sup>th</sup> May 2021

**Date:**

**B.C.A Classification:**

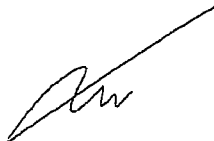
Dwellings – Class 1a  
Garages – Class 10a

#### **CERTIFICATION**

- T.W.B.A. has been appointed under Section 109E of the Act.
- A current development consent is in force for the building.
- A current construction certificate has been issued with a respect to the plans and specifications for the building work that has been carried out.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Yours sincerely,

Timothy West  
Terry West Building Approvals & Consultants Pty Ltd  
Accreditation Number BPB0784  
5<sup>th</sup> July 2021





RAJ & JAI CONSTRUCTION PTY LTD  
PO BOX 227  
PARRAMATTA NSW 2124

Our reference: 7123024616286

Phone: 13 28 66

14 July 2021

## 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	2410566734803
Vendor name	RAJ & JAI CONSTRUCTION PTY LTD
Clearance Certificate Period	1 July 2021 to 14 July 2022

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.

This certificate can be used whether acting in your own capacity, or in the capacity as the trustee of any trust.

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](http://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.



## RAJ & JAI CONSTRUCTION PTY LTD Consolidated Group Members

### Consolidated Group Member

- |     |                                |
|-----|--------------------------------|
| 1.  | RAJ & JAI CONSTRUCTION PTY LTD |
| 2.  | RAJ & JAI 1 PTY LTD            |
| 3.  | RAJ & JAI 2 PTY LTD            |
| 4.  | RAJ & JAI 3 PTY LTD            |
| 5.  | RAJ & JAI 4 PTY LTD            |
| 6.  | RAJ & JAI 5 PTY LTD            |
| 7.  | RAJ & JAI 6 PTY LTD            |
| 8.  | RAJ & JAI 7 PTY LTD            |
| 9.  | RAJ & JAI 8 PTY LTD            |
| 10. | RAJ & JAI 9 PTY LTD            |
| 11. | RAJ & JAI 10 PTY LTD           |