


Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	UPG 10 Pty Ltd ACN 602 511 473 137 Gilba Road, Girraween, NSW 2145	
vendor's solicitor	 <p>Sydney West Conveyancing LN: 05008976</p> <p> P. 02 8860 5590 F. 02 9688 4762 info@swconveyancing.com.au 137 Gilba Road, Girraween NSW 2145 www.swconveyancing.com.au </p>	Phone: (02) 8860 5590 Fax: 02 9688 4762 Ref: JA:0111 E: judy@swconveyancing.com.au

date for completion **See additional condition 34.1** (clause 15)
 land (address, plan details and title reference) **Lot ,60-64 & 70 Hambledon Road, The Ponds, New South Wales 2762 now known as**

Registered Plan: Lot Plan DP1229458
Folio Identifier /1229458

☐ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:
☐ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

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

buyer's agent

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

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

PEXA

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

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make a *GSTRW* payment
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input checked="" type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input checked="" type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-245 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

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

Amendments to Terms

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

Definitions

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

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

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

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

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

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

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

"Council" means Blacktown City Council;

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

"Date for Completion" means the later of:

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

"Default Rate" means 10% per annum

"Depositholder" means the vendor's conveyancer

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

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

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

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

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

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

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

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

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

"Lot" means a Lot in Deposited Plan 1229458;

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

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

- (a) deleted;

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

"Minor Variation" means:

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

"Parcel" means the land comprising the lots in Deposited Plan 1229458;

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

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

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

when a facsimile transmission has been completed unless:

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

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

"Sunset Date" means 30 June 2023;

"Vendor Disclosure" means:

- (a) all the information appearing in the copy documents attached to this contract even if the contract does not specifically refer to it;
- (b) the Vendor may create enter into or dedicate the matters referred to in the minor Amendments;

- (c) the position of the sewer or connection to the sewer on the Land or the Parcel may not be the same as that identified on any sewerage service diagram attached; and
- (d) the Property may be subject to an easement for an electricity substation, padmount or an electrical cable.

Interpretation and general matters

34.2 In this contract:

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

Late Completion

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

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

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

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

Death, Liquidation, Etc.

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

Adjustments

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

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

Purchaser's Promises

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

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

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

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

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

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

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

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

Rights to Object

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

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

40.11. (floorplan) any difference between the property as shown in the Floorplan/s (if any) and the property as actually constructed or proposed to be constructed (including a difference in the layout of the interior of the lot) unless the difference detrimentally affects the property to an extent that is substantial; and

40.12 (Land Tax Certificate) a land tax certificate showing a charge on the Property. Notwithstanding any other provision in this Contract, the Purchaser agrees to accept at completion an undertaking from the Vendor to pay any assessment within the time limited by such assessment or payment arrangement. The Vendor agrees that the amount of \$1,500.00 is to be held trust by the Vendor's Conveyancer until such time as the assessment has been paid

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

41.1. there exists at the date hereof:

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

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

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

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

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

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

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

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

Vendor's Promises

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

Vendor's Rights

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

Dispute resolution

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

Conditions precedent

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

- 46.3. any civil commotion, strikes or lock-outs affecting the progress of the Development Works or affecting the supply or manufacture of materials required for the carrying out of the Development Works then, the Vendor may in its absolute discretion at any time thereafter by written notice or notices to the Purchaser extend the Sunset Date by the period of the delay.
47. If completion of the Development Works is not effected by the Sunset Date or any extension thereof, either party can rescind by giving the other party notice in writing of such rescission but only between the Sunset Date and the date that the Development Works is actually completed and in that case the provisions of clause 19 shall apply.

Guarantee if Corporate Purchaser

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

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

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

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

GST

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

Deposit

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

GST withholding - Residential premises or potential residential land

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

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

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

52.2 *Vendor's notice*

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

52.3 *Amount to be withheld by the purchaser*

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

52.4 Purchaser to notify Australian Taxation Office

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

52.5 Purchaser to remit withheld amount

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

52.6 Vendor to indemnify purchaser

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

Deposit payable by instalments

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

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

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

This clause shall not merge on completion.

Executed on behalf of UPG 10 Pty Ltd ACN
602 511 473 by it authorised officers:

.....
Signature of authorised person:
Bhart Bhushan
Office held: Sole Director/Secretary

.....
Signature of witness:

.....
Purchaser:

.....
Signature of witness:

.....
Purchaser:

.....
Signature of witness:

.....
Guarantor:

.....
Signature of witness:

.....
Guarantor:

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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.
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.
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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
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 is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
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.
 - (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? 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 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (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.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations**
20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. 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**
26. 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.
27. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. 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 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. The sale is not subject to a tenancy.
4. No.
5. Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee.
10. No.
11. Noted.
12. See the contract as to adjustments and the s 47 certificate already provided/attached.
13. Noted.
14. Noted.
15. No.
16. (a) As far as the vendor is aware yes.
(b) No.
(c) No.
(d) No.
(e) If applicable then it has been provided.
17. As to the vendor no.
18. There is no swimming pool.
19. (a) It is presumed to adjoining owners.
(b) No.
(c) Not applicable.
(d) No.
(e) No.

20. No.
21. (a)-(c) Other than as disclosed in the contract, no.
22. (a)-(f) Not as far as the vendor is aware.
23. (a)-(c) The services that are available will have been seen by the purchaser. Other than shown on certificates attached to the contract the vendor does not know the location of these services or of those of adjoining properties.
24. Not that the vendor is aware.
25. Noted.
26. Noted.
27. Noted.
28. Not applicable.
29. Noted.
30. Noted subject to contract.
31. Not agreed.

CERTIFICATE OF TITLE

PROPERTY ACT, 1900, as amended.

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



Vol. 9832 Fol. 242

1st Edition issued 12-10-1964

EM. J720148.

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

Witness

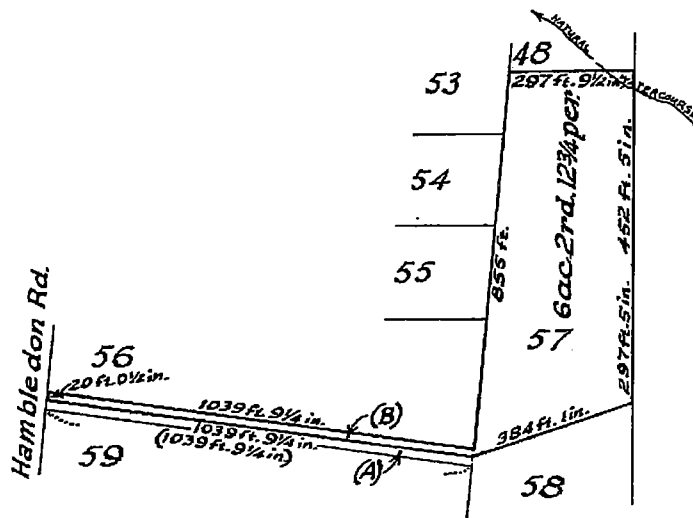
[Signature]

Registrar General.



PLAN SHOWING LOCATION OF LAND

SEE AUTO FOLIO



J720148 *[Signature]*
JMS.

Scale: 300 feet to one inch.

ESTATE AND LAND REFERRED TO.

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

[Signature]
Registrar General.

FIRST SCHEDULE (Continued overleaf)

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

[Signature]
Registrar General.

SECOND SCHEDULE (Continued overleaf)

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

[Signature]
Registrar General.

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

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

ST 1809 V. C. N. FLIGHT, GOVERNMENT PRINTING

REGISTERED PROPRIETOR

THE

SEE AUTO-FOLIO

SECOND SCHEDULE (continued)

Charles is my first son for my life - I have to thank God for that
 and for the love of my life.

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

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



R.P. 13A. No. **J 56085**

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Endorsement :
Endorsement :
Certificate :

3 15
15/5/62

(Trusts must not be disclosed in the transfer.)

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

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

(herein called transferors)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two thousand one hundred and thirty pounds

(£ 2130.0.0) (the receipt whereof is hereby acknowledged) paid to us by MICHAEL SEMAAN, SALEEM SEMAAN and SALIM SEMAAN all of Lot 61 Hambledon Road, Quakers Hill, Labourers and in further consideration of the sum of One thousand one hundred and eight pounds six shillings and eight pence (£1108.6.8) (the receipt whereof is hereby acknowledged) paid to the said SALIM SEMAAN by the said MICHAEL SEMAAN and SALEEM SEMAAN DO HEREBY at the request and by the direction of the said MICHAEL SEMAAN, SALEEM SEMAAN and SALIM SEMAAN (testified by their execution hereof)

do hereby transfer to

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

the said MICHAEL SEMAAN and SALEEM SEMAAN both of Lot 61
Hambledon Road, Quakers Hill, Labourers (herein called transferees)
our
all such/estate and interest in all the land mentioned in the
Schedule following
(herein called transferee) -

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

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

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	GIDLEY	PART	7790	29 & 30	Being Lots 60 and 61 on Deposited Plan No. 28833.
Excepting thereout the transferors' estate and interest in all minerals lying within the said land					

jointly and severally
And the transferees/covenant(s) with the transferors

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 58 and 59 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) that the Transferees shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

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

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

d Strike out if unnecessary, or suitably adjust,

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

Covenants should comply with the provisions of Section 38 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

* A very short note will suffice.

K 1145-2 54 47

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

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

Execution may be proved where the parties are resident:-

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

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

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

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

Signed at London the 26th day of March 1992
Signed in my presence by the transferor are
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the said MICHAEL SEMAAN, SALEEM SEMAAN and SALIM SEMAAN who are personally known to me:

The Commercial Banking Company of Sydney Ltd.,
Seven Hills, NSW.

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

J. P.

We direct this transfer:

M. Lunn
S. Seman
Salim Seman

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

M. Lunn

Seman

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

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

THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED
343 GEORGE ST. SYDNEY B0260
LODGED BY FRIDLE GOSLING-DALRYMPLE &
SILLAR,
Solicitors,
17 Castlereagh Street
SYDNEY. Telephone: 28-1641

No. **J 56085**

FEES.

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

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

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

mortgagee under Mortgage No.

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

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

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
	<i>Ex. all minerals</i> <i>Subject to Covenant</i>
Checked by	Particulars entered in Register Book, Volume <i>7790</i> Folio <i>2930</i>
Passed (in S.D.B.) by	<i>28/5/62</i> the <i>28th</i> day <i>September</i> 19 <i>62</i> at
Signed by	<i>15</i> minutes past <i>4</i> o'clock in the <i>4th</i> noon. <i>Janatam</i>

Register

PROGRESS RECORD

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>Janatam</i>	<i>28/5/62</i>
Draft written	<i>Janatam</i>	<i>27/5/62</i>
Draft examined	<i>Janatam</i>	<i>14/5/62</i>
Diagram prepared	<i>Janatam</i>	<i>14/5/62</i>
Diagram examined	<i>Janatam</i>	<i>14/5/62</i>
Draft forwarded	<i>Janatam</i>	<i>14/5/62</i>
Supt. of Engravers	<i>Janatam</i>	<i>14/5/62</i>
Cancellation Clerk	<i>Janatam</i>	<i>9/10/62</i>

Vol. **8393** Fol. **29**

8398 30

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



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

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Fees: — £ 3 10
Lodgment : 5
Endorsement :
Certificate :
D/M 1

4 15

17/4/63

(Trusts must not be disclosed in the transfer.)

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

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

(herein called transferor)

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

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

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

discharged from mortgage

do hereby transfer to

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

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

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

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

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

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

And the transferees covenant(s) with the transferor's :

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 57, 59, 60 and 61 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferees shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

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

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

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

Strike out if unnecessary, or suitably adjust.

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

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

Covenants should comply with the provisions of Section 39 of the Conveyancing Act, 1910-1954.

ENCUMBRANCES, &c., REFERRED TO.

NIL

* A very short note will suffice.

K 1145-2 5c 427

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

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

Execution may be proved where the parties are resident:-

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

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

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

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

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

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

W. H. H. H.
Sydney

J. A. J. J.
Transferor

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

H. H. H.
Sydney

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at Sydney the 29th day of March 19 63

Signed in the presence of-

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

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

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

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

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

J 318666
No. _____

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

FEES.

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

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

DOCUMENTS LODGED HEREWITH

To be filled in by person lodging dealing.

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

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

RE, AUTOMOBILE & GENERAL FINANCE CO. LTD.

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

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

Dated at Sydney this 29th day of March 1963

Signed in my presence by
SIGNED in my presence by D. Lazarus
and Joseph F. Marks as the duly constituted
attorneys of AUTOMOBILE & GENERAL
FINANCE COMPANY LIMITED, who are personally
known to me.

D. Lazarus
Joseph F. Marks

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
<i>[Signature]</i>	<i>[Handwritten notes]</i>
Checked by	Particulars entered in Register Book. Volume 7790 Folio 29
Passed (in S.D.B.) by	M.P.D.
Signed by	the 27th day of June 1963 at minutes past 11 o'clock in the <i>[Signature]</i>

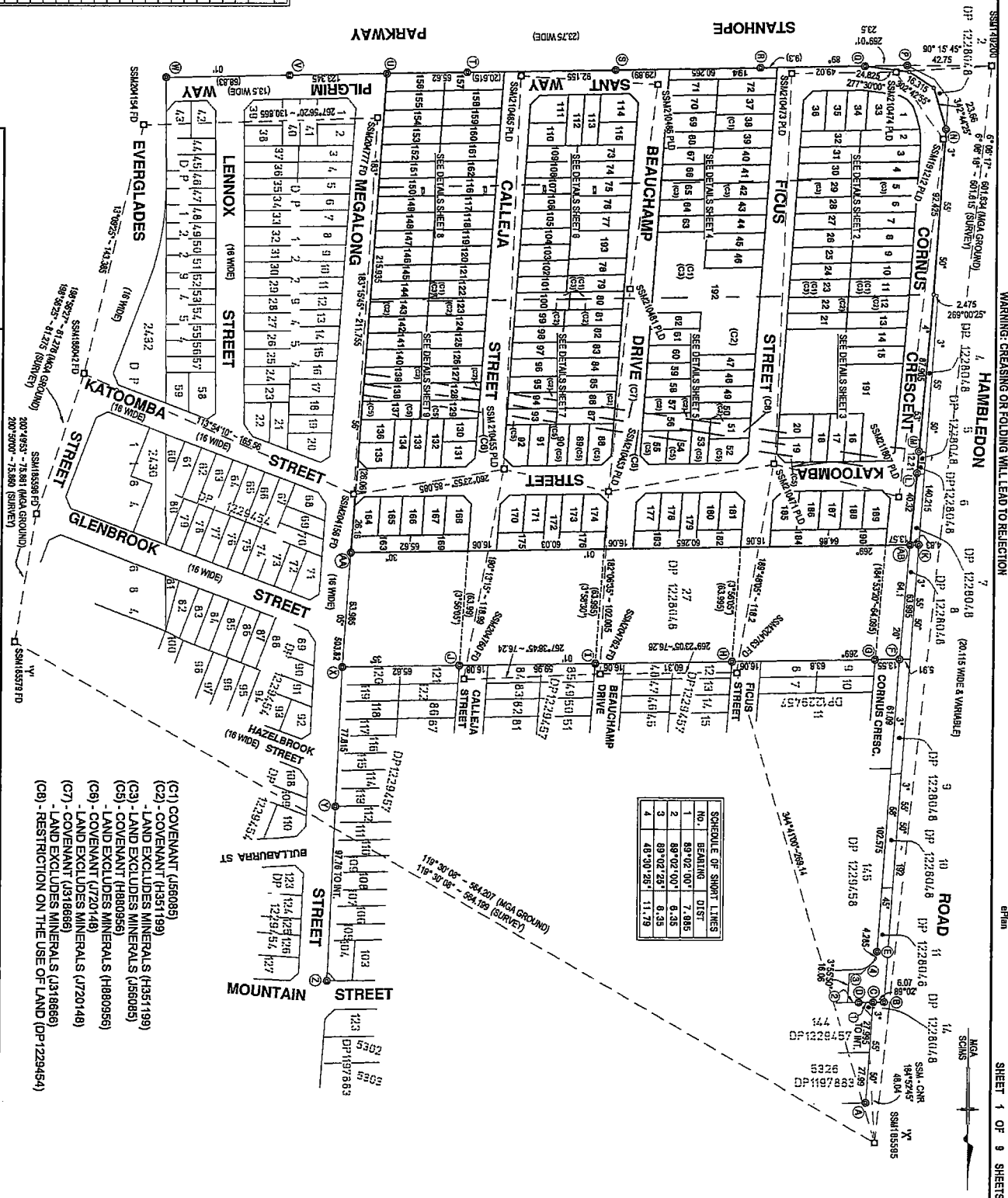
PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>[Initials]</i>	2/3/63
Draft written	<i>[Initials]</i>	2/3/63
Draft examined	<i>[Initials]</i>	2/3/63
Diagram prepared	<i>[Initials]</i>	2/3/63
Diagram examined	<i>[Initials]</i>	2/3/63
Draft forwarded	<i>[Initials]</i>	2/3/63
Supt. of Engravers	<i>[Initials]</i>	2/3/63
Cancellation Clerk	<i>[Initials]</i>	2/3/63
VOL. 9459	FOL. 214	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

SCHEDULE OF PREFERENCE MATTERS				
NO.	BIDDING DIST.	MARK	ORIGIN	
A	186-120*	9.55	DWVS-FD	(P#191785)
B	99-0600*	0.51	CA-FD	(P#123002)
C	140-920*	0.57	GP-FD	(P#191863)
D	1-1045*	0.65	DWVS-FD	(P#123048)
E	17-0655*	9.01	DWVS-FD	(P#123457)
F	607-003*	13.75	GP-FD	(P#123046)
G	145-730*	5.27	DWVS-FD	(P#123457)
H	142-320*	3.05	DWVS-FD	(P#123457)
I	112-15*	12.21	SSM-DWVS-FD	(P#123457)
J	100-105*	4.19	DWVS-FD	(P#123457)
K	100-250*	0.45	GP-FD	(P#123457)
L	90-790*	0.45	GP-FD	(P#123457)
M	141-710*	12.25	GP-FD	(P#123457)
N	141-710*	13.08	GP-FD	(P#123457)
O	72-705*	0.41	GP-FD	(P#123457)
P	307-110*	1.12	DWVS-FD	(P#15605)
Q	47-725*	0.16	GP-FD	(P#123457)
R	339-040*	3.36	DWVS-FD	(P#123457)
S	339-010*	13.05	DWVS-FD	(P#16502)
T	339-070*	18.61	DWVS-FD	(P#123457)
U	192-925*	19.56	SSM-DWVS-FD	(P#15605)
V	339-010*	3.35	DWVS-FD	(P#15605)
W	339-710*	3.33	DWVS-FD	(P#15605)
X	213-730*	6.57	DWVS-FD	(P#123457)
Y	289-570*	3.35	DWVS-FD	(P#123457)
Z	150-055*	2.35	DWVS-FD	(P#123457)
AA	225-920*	3.25	DWVS-FD	(P#123457)
AB	227-020*	0.06	DWVS-FD	(P#123457)
AC	230-150*	10.15	DWVS-FD	(P#123457)

COORDINATE SCHEDULE									
NCA COORDINATES			COORDINATE SCHEDULE						
MARK	ESTIM	PLAC	CLAS	PU	SECT	STAGE	PU	SECT	STAGE
SSM 48200	304 684.239	6 287 688.65	Q	NA	SCMS	FOUND	NA	SCMS	FOUND
SSM 48579	304 672.200	6 286 676.96	C	NA	SCMS	FOUND	NA	SCMS	FOUND
SSM 48585	304 672.224	6 286 676.96	C	NA	SCMS	FOUND	NA	SCMS	FOUND
SSM 48596	305 686.121	6 287 682.10	C	NA	SCMS	FOUND	NA	SCMS	FOUND
SSM 48642	305 689.829	6 287 681.20	C	NA	SCMS	FOUND	NA	SCMS	FOUND
SSM 49112	304 690.97	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50454	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50456	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50458	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50459	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50460	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50461	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50462	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50463	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50464	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50465	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50466	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50467	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50468	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50469	305 627.27	6 289 722.65	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50470	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50471	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50472	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50473	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50474	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50475	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50476	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50477	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50478	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50479	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
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SSM 50483	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50484	304 684.20	6 287 693.15	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50485	305 624.65	6 287 694.17	U	NA	TRAV	PLACED	NA	TRAV	PLACED
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SSM 50507	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50508	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50509	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
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SSM 50560	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50561	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50562	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50563	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50564	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50565	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50566	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50567	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50568	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50569	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50570	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50571	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50572	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50573	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50574	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50575	304 670.01	6 287 689.38	U	NA	TRAV	PLACED	NA	TRAV	PLACED
SSM 50576	304 670.01	6 287 689.38	U	NA					



Plan

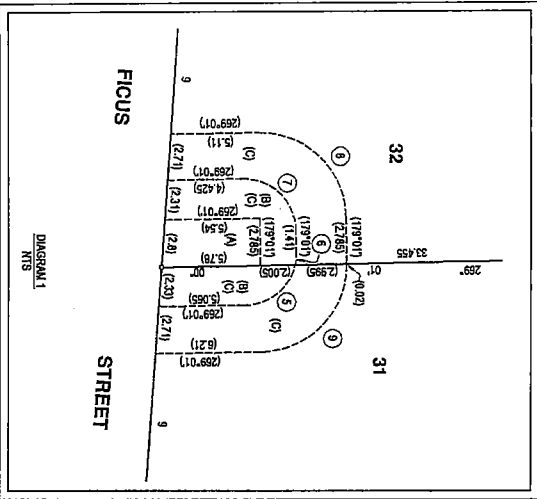
SHEET 1 OF 9 SHEETS

DP 1229458

DP 1229458

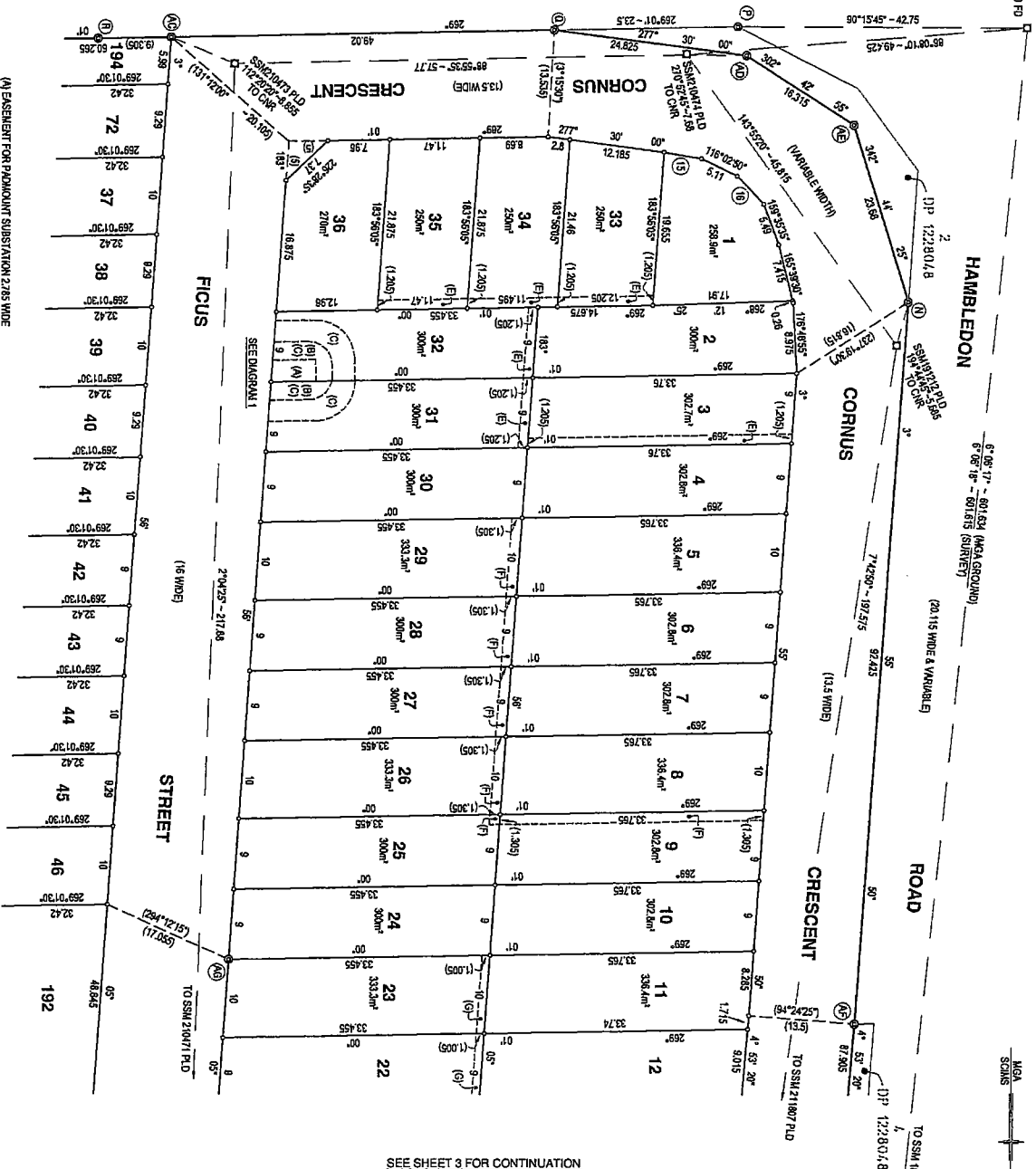
NO.	BEARING	DIST	MARK	ORIGIN
N	25°10'35"	0.415	GP P.D.	(P122804.8)
N	207°50'45"	1.41	DHVS P.D.	(P122804.8)
N	269°00'35"	1.12	DHVS P.D.	(P122804.8)
P	357°15'10"	1.12	DHVS P.D.	(P156885)
Q	47°30'35"	0.16	GP P.D.	(P122804.8)
Q	179°44'05"	1.15	DHVS P.D.	(P122804.8)
R	359°00'40"	3.38	DHVS P.D.	(P122804.8)
R	112°20'20"	8.855	SSM 2104/7 P.D.	(P122804.8)
AD	130°44'35"	18.765	DHVS P.D.	
AD	244°39'20"	2.035	DHVS P.D.	
AD	211°46'35"	1.68	SSM 2104/7 P.D.	
AD	210°32'45"	7.28	SSM 2104/7 P.D.	
AD	180°01'45"	3.28	DHVS P.D.	
AD	224°09'25"	11.955	DHVS P.D.	
AD	206°57'35"	2.205	DHVS P.D.	
AD	264°26'05"	10.235	DHVS P.D.	
AD	257°40'40"	3.65	DHVS P.D.	
AD	269°55'30"	12.85	DHVS P.D.	

NO.	BEARING	DIST	ARC	ORIGIN
5	230°32'55"	3.73	4.03	3
6	185°32'55"	0.685	0.685	3
7	134°01'00"	4.245	4.71	3
8	314°01'00"	7.07	7.855	5
9	44°01'00"	7.07	7.855	5
15	69°55'10"	4.87		
16	135°46'45"	4.98		



- (A) EASEMENT FOR PARKWAY SUBSTATION 2.785 WIDE
- (B) EASEMENT FOR THE USE OF LAND
- (C) EASEMENT FOR THE USE OF LAND
- (D) EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE
- (E) EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE
- (F) EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE
- (G) EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE

SEE SHEET 4 FOR CONTINUATION



SEE SHEET 3 FOR CONTINUATION

Surveyor:
VICTORIA TESTER
Date: 25-05-2020
Surveyor's Ref: 77475

PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1229458
AND LOT 129 IN DP 1229454

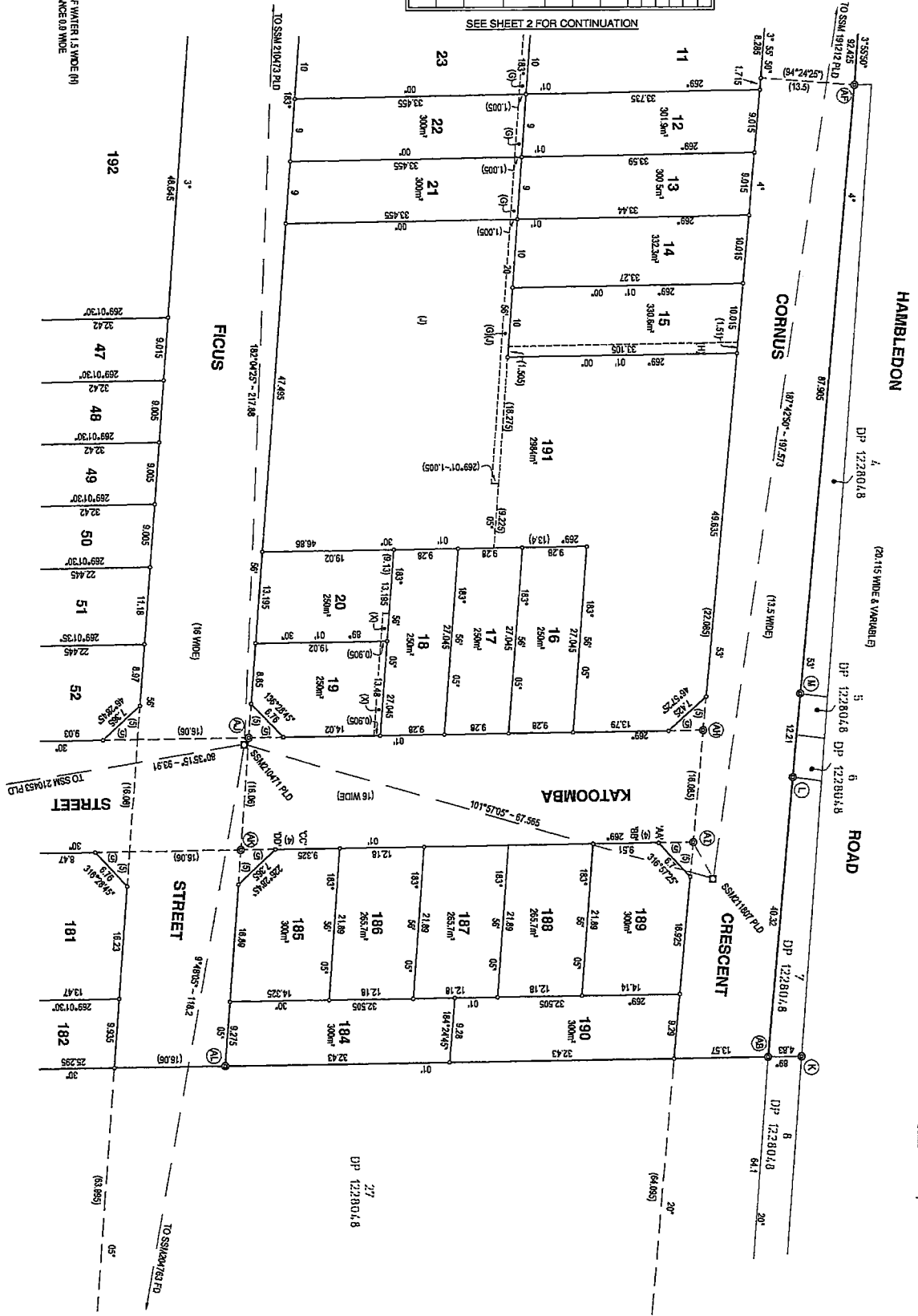
L.G.A.: BLACKTOWN
Locality: THE POND
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
2.11.2020

DP 1229458

NO.	BEARING	DIST	MARK	ORIGIN
K	80°55'00"	0.45	CB PD	(DP2883)
L	100°30'00"	0.4	GP PD	(DP122810)
M	143°17'00"	12.25	GP PD	(DP122944)
N	141°01'00"	13.08	GP PD	(DP122944)
AB	277°00'00"	0.05	DMH'S PD	(DP122944)
AC	288°15'00"	10.35	DMH'S PD	
AD	288°15'00"	2.28	DMH'S PD	
AE	288°15'00"	10.28	DMH'S PD	
AF	84°51'00"	3.31	DMH'S PD	
AG	84°51'00"	12.65	DMH'S PD	
AJ	311°03'00"	4.05	DMH'S PD	
AK	300°07'00"	6.04	DMH'S PD	
AL	284°52'00"	13.46	DMH'S PD	
AM	212°15'00"	1.08	SSM 210471 PD	
AN	57°42'00"	6.08	DMH'S PD	
AO	24°55'00"	13.56	DMH'S PD	
AP	280°35'00"	4.02	DMH'S PD	
AQ	284°01'00"	12.08	DMH'S PD	

SEE SHEET 2 FOR CONTINUATION



- (G) EASEMENT FOR DRAINAGE OF WATER 1.10M
- (H) EASEMENT FOR DRAINAGE OF WATER 1.10M
- (I) AREA ABSENT BY EASEMENT TO DRAINAGE OF WATER 1.10M
- (J) EASEMENT FOR OVERHUNG, ACCESS & MAINTENANCE 0.00 WIDE

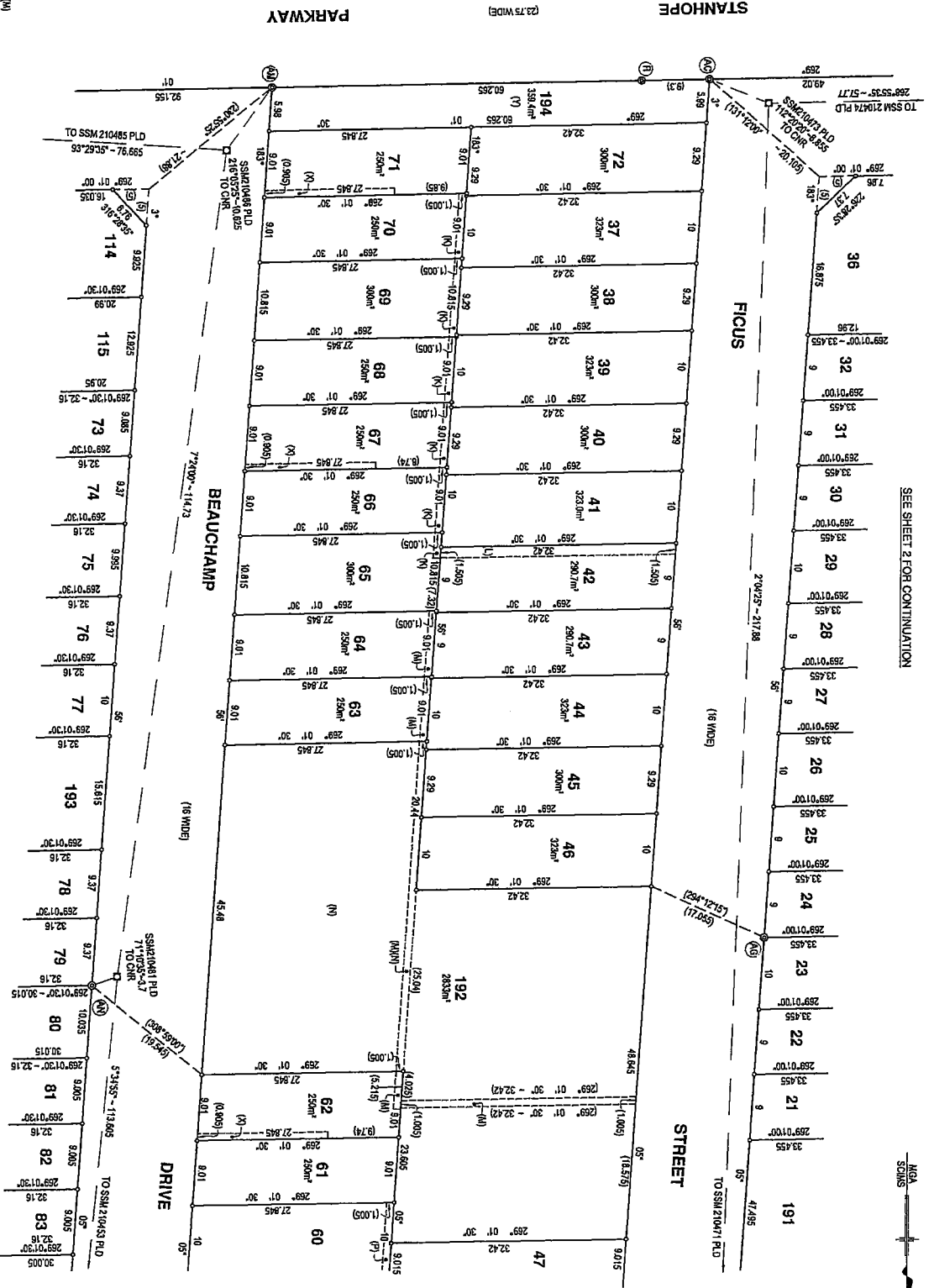
MA-98 - 8M COLLECTION AREA
 CC-507 - 8M COLLECTION AREA

SEE SHEET 5 FOR CONTINUATION

Surveyor VICTORIA TESTER DAK-2545-1020 Surveyor's Ref: 7747-5	PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 122802 AND LOT 129 IN DP 1228454	L.G.A. BLACKCROWN Locality: THE PONDS Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 2.11.2020	DP 1229458
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SCHEDULE OF REFERENCE MARKS				ORIGIN
NO.	BEARING	DIST	MARK	
R	349°04'00"	3.38	DRWY F.D.	(DP 122844)
AC	112°00'00"	19.805	SSM 210473 P.D.	
AG	130°04'35"	18.855	DRWY P.D.	
AM	267°00'00"	13.46	DRWY P.D.	
AN	285°00'00"	10.078	DRWY P.D.	
AO	281°00'00"	21.35	SSM 210485 P.D.	
AP	210°00'00"	10.525	DRWY P.D.	
AR	108°25'10"	3.453	DRWY P.D.	
AS	59°25'10"	12.575	SSM 210481 P.D.	
AT	71°00'35"	3.7	SSM 210481 P.D.	

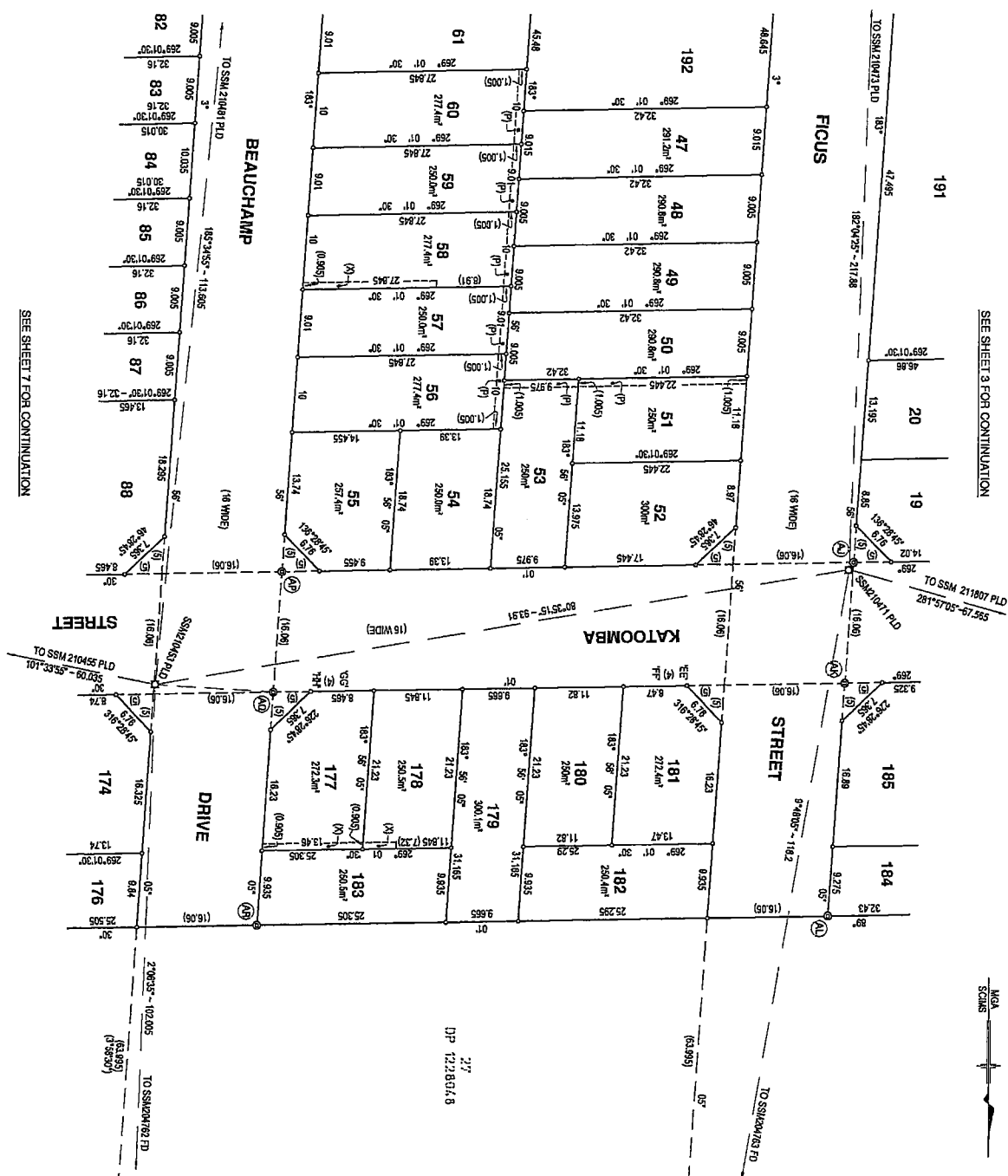
- (N) EASEMENT FOR DRAINAGE OF WATER 1 WIDE
- (O) EASEMENT FOR DRAINAGE OF WATER 1 WIDE
- (M) AREA BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1 WIDE (M)
- (P) EASEMENT FOR DRAINAGE OF WATER 1 WIDE
- (Q) EASEMENT FOR OVERWING, ACCESS & MAINTENANCE 0.9 WIDE
- (V) EASEMENT FOR DRAINAGE OF WATER OVER THE WHOLE OF THE LOT



Surveyor: VICTORIA TESTER Date: 25-05-2020 Surveyor Ref: 74745	PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1229458 AND LOT 129 IN DP 1229454	L.G.A. BLACKTOWN Locality: THE POLKES Reduction Ratio: 1:400 Lengths are in metres.	REGISTERED 2.11.2020	DP 1229458
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SCHEDULE OF REFERENCE MARKS					ORIGIN
NO.	BEAVING	DIST	MARK		
A1	300/0725	604	DMW-P1D		
	284/1520	1346			
	312/1655	1105	SSM-210471-P1D		
A4	57/2232	6205	DMW-P1D		
	12/0315	13385			
L1	305/5355	4023	DMW-P1D		
	284/0145	12765			
A6	301/2425	233	DMW-P1D		
	274/5640	13103			
A2	57/1255	6345	DMW-P1D		
	24/2205	1331			
	275/4305	15355	SSM-210453-P1D		
A8	300/4640	3415	DMW-P1D		
	281/2555	1236			

SEE SHEET 4 FOR CONTINUATION



Surveyor:
VICTORIA TESTER
Date: 25-05-2020
Surveyor's Ref: 7247-5

**PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1232802
AND LOT 129 IN DP 12289454**

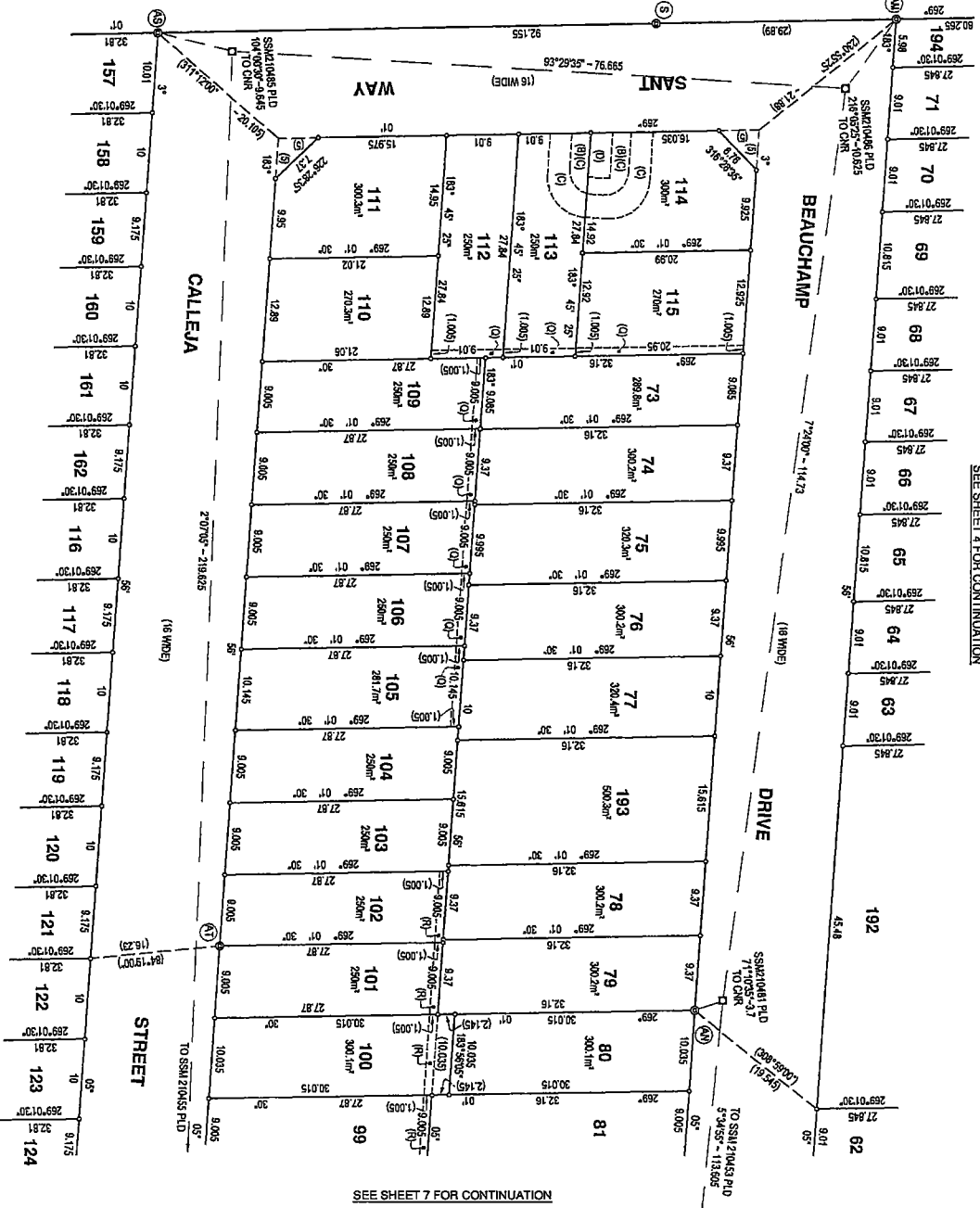
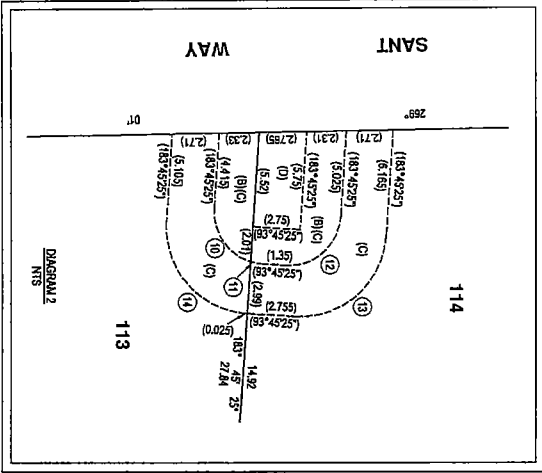
LGA: BLACKTOWN
Locality: THE PONDS
Reduction Ratio: 1:40
Lengths are in metres.

REGISTERED

DP 1229458

SCHEDULE OF REFERENCE LINES				
NO.	BEARING	DIST.	MARK	ORIGIN
S	339°01'07"	3.353	DHW P.D.	DP1180582
AM	339°01'07"	18.63	DHW P.D.	DP1228027
AM	233°39'25"	10.075	DHW P.D.	
AM	231°45'55"	21.33		
AM	216°05'25"	10.63	SSM 21048 P.D.	
AM	108°29'10"	3.43	DHW P.D.	
AM	48°28'15"	12.55		
AS	31°10'05"	3.7	SSM 21048 P.D.	
AS	136°42'35"	8.065	DHW P.D.	
AS	150°17'00"	18.885	DHW P.D.	
AS	104°00'30"	9.845	SSM 21048 P.D.	
AT	215°08'40"	3.41	DHW P.D.	
AT	273°12'20"	12.32		

SCHEDULE OF CURVED LINES				
NO.	BEARING	DIST.	ARC	RADIUS
10	363°16'20"	3.735	4.03	3
11	280°18'20"	0.89	0.68	3
12	228°48'25"	4.245	4.71	3
13	48°45'25"	7.07	7.855	5
14	138°45'25"	7.07	7.855	5



SEE SHEET 7 FOR CONTINUATION

(B) RESTRICTION ON THE USE OF LAND
(C) RESTRICTION ON THE USE OF LAND
(D) EASEMENT FOR DRAINAGE OF WATER 1.00M
(E) EASEMENT FOR DRAINAGE OF WATER 1.00M
(F) EASEMENT FOR DRAINAGE OF WATER 1.00M
(G) EASEMENT FOR DRAINAGE OF WATER 1.00M
(H) EASEMENT FOR DRAINAGE OF WATER 1.00M
(I) EASEMENT FOR DRAINAGE OF WATER 1.00M
(J) EASEMENT FOR DRAINAGE OF WATER 1.00M
(K) EASEMENT FOR DRAINAGE OF WATER 1.00M
(L) EASEMENT FOR DRAINAGE OF WATER 1.00M
(M) EASEMENT FOR DRAINAGE OF WATER 1.00M
(N) EASEMENT FOR DRAINAGE OF WATER 1.00M
(O) EASEMENT FOR DRAINAGE OF WATER 1.00M
(P) EASEMENT FOR DRAINAGE OF WATER 1.00M
(Q) EASEMENT FOR DRAINAGE OF WATER 1.00M
(R) EASEMENT FOR DRAINAGE OF WATER 1.00M
(S) EASEMENT FOR DRAINAGE OF WATER 1.00M
(T) EASEMENT FOR DRAINAGE OF WATER 1.00M
(U) EASEMENT FOR DRAINAGE OF WATER 1.00M
(V) EASEMENT FOR DRAINAGE OF WATER 1.00M
(W) EASEMENT FOR DRAINAGE OF WATER 1.00M
(X) EASEMENT FOR DRAINAGE OF WATER 1.00M
(Y) EASEMENT FOR DRAINAGE OF WATER 1.00M
(Z) EASEMENT FOR DRAINAGE OF WATER 1.00M

SEE SHEET 8 FOR CONTINUATION

Surveyor:
VICTORIA TESTER
Date: 25-05-2020
Surveyor's Ref: 72475

PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 122802
AND LOT 129 IN DP 1228454

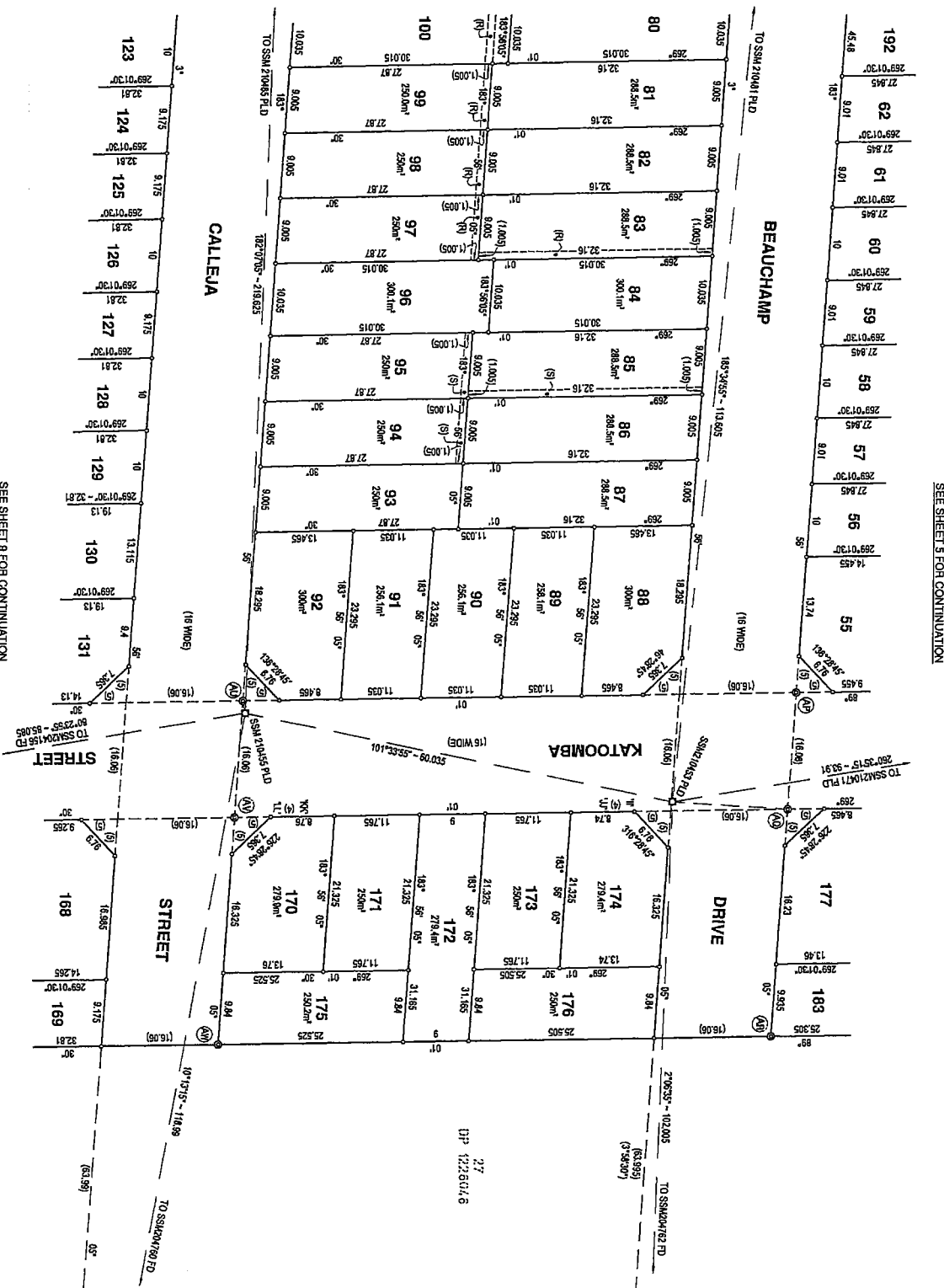
L.G.A. BLACKTOWN
Locality: THE PONDS
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
2.11.2020

DP 1229458

SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DIST	MARK
AP	301°42'50"	2.3	DRIVE PLO
AP	224°56'00"	1.03	
AD	57°12'50"	1.34	DRIVE PLO
AD	27°22'05"	1.34	SSM 21045 PLO
AR	300°49'40"	1.815	DRIVE PLO
AR	201°25'55"	1.248	DRIVE PLO
AU	330°44'50"	0.32	DRIVE PLO
AU	286°06'50"	1.334	SSM 21045 PLO
AV	53°56'00"	0.97	DRIVE PLO
AV	21°05'20"	1.385	DRIVE PLO
AW	281°42'50"	3.875	DRIVE PLO
AW	289°08'30"	1.248	DRIVE PLO

SEE SHEET 6 FOR CONTINUATION



SEE SHEET 8 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

SURVEYOR: VICTORIA TESTER Date: 25-05-2020 Surveyor's Ref: 72415	PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1229282 AND LOT 129 IN DP 1229454	L.O.A.: BLACKTOWN Locality: THE POND Reduction Ratio: 1:400 Lengths are in meters.	REGISTERED 2.11.2020	DP 1229458
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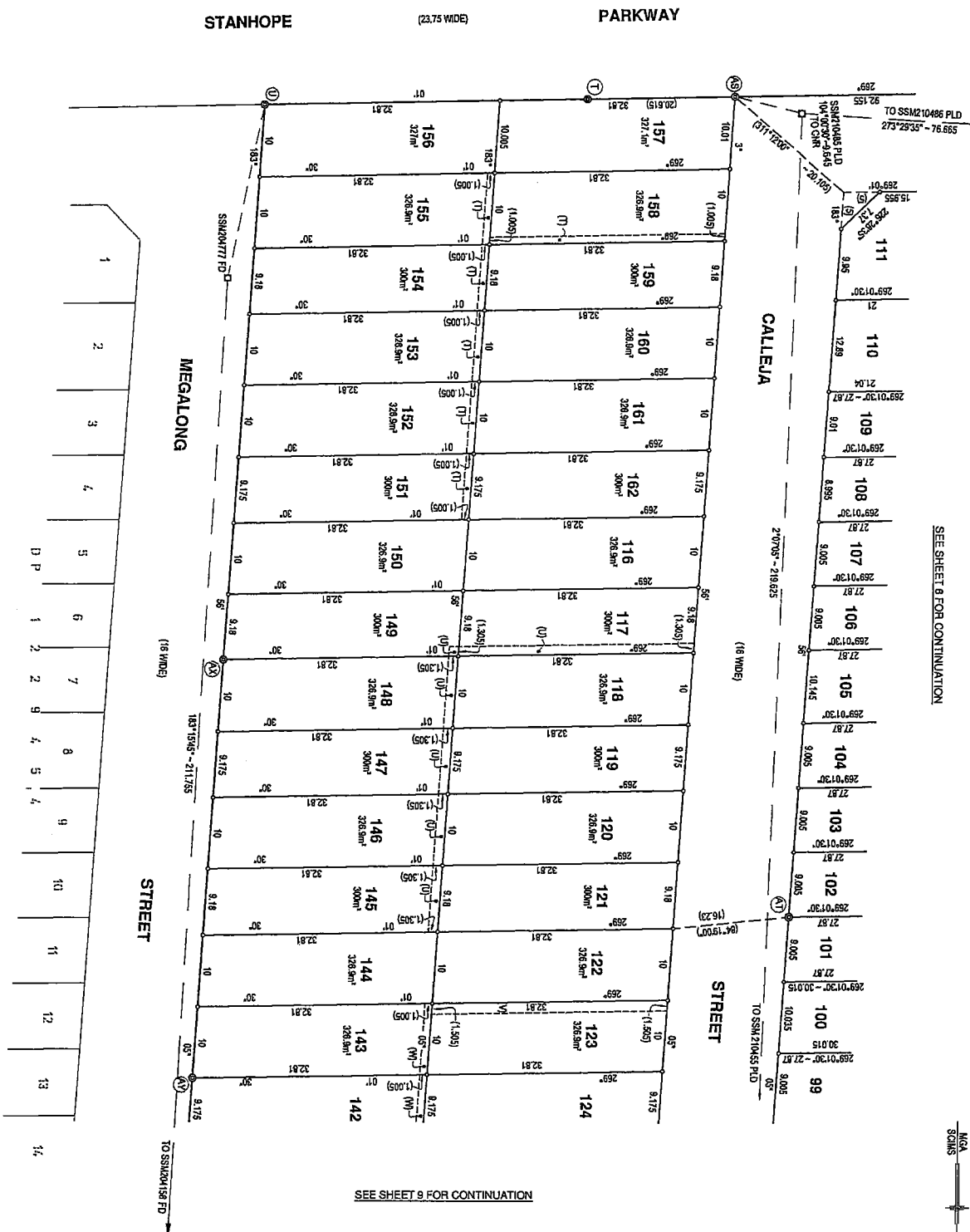
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

gPlan

SHEET 8 OF 9 SHEETS



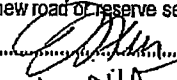
SCHEDULE OF REFERENCE MARKS				
NO.	BEARING	DIST	MARK	ORIGIN
T	359°11'0"	3.35	DHWY FID	(DP 122802)
U	359°11'0"	13.58	DHWY FID	(DP 154659)
AS	159°42'25"	23.965	SSM 20477 FID	(CP 128454)
AS	159°42'25"	8.865	DHWY FID	
104	130°17'30"	18.865	SSM 21045 FID	
AT	235°58'40"	9.41	DHWY FID	
AT	237°12'50"	12.52	DHWY FID	
AX	219°39'40"	3.37	DHWY FID	
AY	219°39'35"	3.365	DHWY FID	




SEE SHEET 9 FOR CONTINUATION

Surveyor VICTORIA TESTER Date: 25-08-2020 Surveyor's Ref: 7247.5	PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 122802 AND LOT 129 IN DP 1229454	L.G.A.: BLACKTOWN Locality: THE PONDS Reference: 1:400 Length: see plan.	REGISTERED 2.11.2020	DP 1229458
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ePlan

PLAN FORM 6 (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 11 sheet(s)	
Registered:  2.11.2020		Office Use Only		Office Use Only	
Title System:		DP1229458			
PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND LOT 129 IN DP 1229454		LGA: BLACKTOWN Locality: THE PONDS Parish: GIDLEY County: CUMBERLAND			
Survey Certificate I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 25 TH May 2020, or *(b) The part of the land shown in the plan (being/excluding ** was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X'-Y' Type: *Urban/*Rural The terrain is *Level/Undulating / *Steep/Mountainous. Signature:  Dated: 26-05-2020 Surveyor Identification No: 8514 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
Plans used in the preparation of survey/compilation. DP 1232802 DP 1229454 DP 1229457		Subdivision Certificate I, Judith Dorelli *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 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. Signature:  Accreditation number: N/A Consent Authority: Blacktown City Council Date of endorsement: 28-10-2020 Subdivision Certificate number: SC-20-00098 File number: DA-15-02253 *Strike through if inapplicable.			
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF CORNUS CRESCENT, FICUS STREET, BEAUCHAMP DRIVE, CALLEJA STREET & KATOOMBA STREET TO THE PUBLIC AS PUBLIC ROADS. IT IS INTENDED TO DEDICATE SANT WAY TO THE PUBLIC AS PUBLIC ROAD.		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 11 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> Registered:  </div> <div style="text-align: right;"> Office Use Only 2.11.2020 </div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND LOT 129 IN DP 1229454 </div> <div style="margin-top: 5px;"> Subdivision Certificate number: <u>SC-20-00098</u> Date of Endorsement: <u>28.10.2020</u> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;"> DP1229458 </div> <div style="font-size: 0.8em;"> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR PADMOUNT SUBSTATION 2.785 WIDE (A) 2. RESTRICTION ON THE USE OF LAND (B) 3. RESTRICTION ON THE USE OF LAND (C) 4. EASEMENT FOR PADMOUNT SUBSTATION 2.755 WIDE (D) 5. EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (E) 6. EASEMENT FOR DRAINAGE OF WATER 1.3 WIDE (F) 7. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (G) 8. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (H) 9. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (K) 10. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (L) 11. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (M) 12. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (P) 13. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (Q) 14. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (R) 15. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (S) 16. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (T) 17. EASEMENT FOR DRAINAGE OF WATER 1.3 WIDE (U) 18. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (V) 19. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (W) 20. RESTRICTION ON THE USE OF LAND 21. RESTRICTION ON THE USE OF LAND 22. RESTRICTION ON THE USE OF LAND 23. POSITIVE COVENANT 24. RESTRICTON ON THE USE OF LAND 25. POSITIVE COVENANT 26. RESTRICTION ON THE USE OF LAND 27. RESTRICTION ON THE USE OF LAND 28. RESTRICTION ON THE USE OF LAND 29. RESTRICTION ON THE USE OF LAND 30. POSITIVE COVENANT 31. EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE 0.9 WIDE (X) 32. RESTRICTION ON THE USE OF LAND 33. EASEMENT FOR DRAINAGE OF WATER OVER THE WHOLE OF THE LOT (Y) 		
Surveyor's Reference: 7247-5		

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 11 sheet(s)

Registered:  Office Use Only
 2.11.2020

Office Use Only

DP1229458

PLAN OF

SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND
 LOT 129 IN DP 1229454

Subdivision Certificate number: SC-20-00098

Date of Endorsement: 28.10.2020

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	75	Cornus	Crescent	The Ponds
2	73	Cornus	Crescent	The Ponds
3	71	Cornus	Crescent	The Ponds
4	69	Cornus	Crescent	The Ponds
5	67	Cornus	Crescent	The Ponds
6	65	Cornus	Crescent	The Ponds
7	63	Cornus	Crescent	The Ponds
8	61	Cornus	Crescent	The Ponds
9	59	Cornus	Crescent	The Ponds
10	57	Cornus	Crescent	The Ponds
11	55	Cornus	Crescent	The Ponds
12	53	Cornus	Crescent	The Ponds
13	51	Cornus	Crescent	The Ponds
14	49	Cornus	Crescent	The Ponds
15	47	Cornus	Crescent	The Ponds
16	61	Katoomba	Street	The Ponds
17	59	Katoomba	Street	The Ponds
18	57	Katoomba	Street	The Ponds
19	54	Ficus	Street	The Ponds
20	56	Ficus	Street	The Ponds
21	68	Ficus	Street	The Ponds
22	70	Ficus	Street	The Ponds
23	72	Ficus	Street	The Ponds
24	74	Ficus	Street	The Ponds

Surveyor's Reference: 7247-5

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 11 sheet(s)

Registered:  2.11.2020

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND
 LOT 129 IN DP 1229454

Subdivision Certificate number: SC-20-00098

Date of Endorsement: 28.10.2020


DP1229458


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	76	Ficus	Street	The Ponds
26	78	Ficus	Street	The Ponds
27	80	Ficus	Street	The Ponds
28	82	Ficus	Street	The Ponds
29	84	Ficus	Street	The Ponds
30	86	Ficus	Street	The Ponds
31	88	Ficus	Street	The Ponds
32	90	Ficus	Street	The Ponds
33	77	Cornus	Crescent	The Ponds
34	79	Cornus	Crescent	The Ponds
35	81	Cornus	Crescent	The Ponds
36	83	Cornus	Crescent	The Ponds
37	95	Ficus	Street	The Ponds
38	93	Ficus	Street	The Ponds
39	91	Ficus	Street	The Ponds
40	89	Ficus	Street	The Ponds
41	87	Ficus	Street	The Ponds
42	85	Ficus	Street	The Ponds
43	83	Ficus	Street	The Ponds
44	81	Ficus	Street	The Ponds
45	79	Ficus	Street	The Ponds
46	77	Ficus	Street	The Ponds
47	65	Ficus	Street	The Ponds
48	63	Ficus	Street	The Ponds

Surveyor's Reference: 7247-5

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 11 sheet(s)
Registered:  2.11.2020		Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center;">DP1229458</div>		
PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND LOT 129 IN DP 1229454		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Subdivision Certificate number: <u>SC-20-00098</u> Date of Endorsement: <u>28.10.2020</u>				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
49	61	Ficus	Street	The Ponds
50	59	Ficus	Street	The Ponds
51	57	Ficus	Street	The Ponds
52	55	Ficus	Street	The Ponds
53	51	Katoomba	Street	The Ponds
54	49	Katoomba	Street	The Ponds
55	47	Katoomba	Street	The Ponds
56	130	Beauchamp	Drive	The Ponds
57	132	Beauchamp	Drive	The Ponds
58	134	Beauchamp	Drive	The Ponds
59	136	Beauchamp	Drive	The Ponds
60	138	Beauchamp	Drive	The Ponds
61	140	Beauchamp	Drive	The Ponds
62	142	Beauchamp	Drive	The Ponds
63	154	Beauchamp	Drive	The Ponds
64	156	Beauchamp	Drive	The Ponds
65	158	Beauchamp	Drive	The Ponds
66	160	Beauchamp	Drive	The Ponds
67	162	Beauchamp	Drive	The Ponds
68	164	Beauchamp	Drive	The Ponds
69	166	Beauchamp	Drive	The Ponds
70	168	Beauchamp	Drive	The Ponds
71	170	Beauchamp	Drive	The Ponds
72	97	Ficus	Street	The Ponds
73	151	Beauchamp	Drive	The Ponds
74	149	Beauchamp	Drive	The Ponds
Surveyor's Reference: 7247-5				

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 11 sheet(s)																																																																																																																																							
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<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LOT</th> <th>STREET NUMBER</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr><td>75</td><td>147</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>76</td><td>145</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>77</td><td>143</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>78</td><td>137</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>79</td><td>135</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>80</td><td>133</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>81</td><td>131</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>82</td><td>129</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>83</td><td>127</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>84</td><td>125</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>85</td><td>123</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>86</td><td>121</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>87</td><td>119</td><td>Beauchamp</td><td>Drive</td><td>The Ponds</td></tr> <tr><td>88</td><td>45</td><td>Katoomba</td><td>Street</td><td>The Ponds</td></tr> <tr><td>89</td><td>43</td><td>Katoomba</td><td>Street</td><td>The Ponds</td></tr> <tr><td>90</td><td>41</td><td>Katoomba</td><td>Street</td><td>The Ponds</td></tr> <tr><td>91</td><td>39</td><td>Katoomba</td><td>Street</td><td>The Ponds</td></tr> <tr><td>92</td><td>37</td><td>Katoomba</td><td>Street</td><td>The Ponds</td></tr> <tr><td>93</td><td>58</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> <tr><td>94</td><td>60</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> <tr><td>95</td><td>62</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> <tr><td>96</td><td>64</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> <tr><td>97</td><td>66</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> <tr><td>98</td><td>68</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> <tr><td>99</td><td>70</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> <tr><td>100</td><td>72</td><td>Calleja</td><td>Street</td><td>The Ponds</td></tr> </tbody> </table>					LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	75	147	Beauchamp	Drive	The Ponds	76	145	Beauchamp	Drive	The Ponds	77	143	Beauchamp	Drive	The Ponds	78	137	Beauchamp	Drive	The Ponds	79	135	Beauchamp	Drive	The Ponds	80	133	Beauchamp	Drive	The Ponds	81	131	Beauchamp	Drive	The Ponds	82	129	Beauchamp	Drive	The Ponds	83	127	Beauchamp	Drive	The Ponds	84	125	Beauchamp	Drive	The Ponds	85	123	Beauchamp	Drive	The Ponds	86	121	Beauchamp	Drive	The Ponds	87	119	Beauchamp	Drive	The Ponds	88	45	Katoomba	Street	The Ponds	89	43	Katoomba	Street	The Ponds	90	41	Katoomba	Street	The Ponds	91	39	Katoomba	Street	The Ponds	92	37	Katoomba	Street	The Ponds	93	58	Calleja	Street	The Ponds	94	60	Calleja	Street	The Ponds	95	62	Calleja	Street	The Ponds	96	64	Calleja	Street	The Ponds	97	66	Calleja	Street	The Ponds	98	68	Calleja	Street	The Ponds	99	70	Calleja	Street	The Ponds	100	72	Calleja	Street	The Ponds
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86	121	Beauchamp	Drive	The Ponds																																																																																																																																							
87	119	Beauchamp	Drive	The Ponds																																																																																																																																							
88	45	Katoomba	Street	The Ponds																																																																																																																																							
89	43	Katoomba	Street	The Ponds																																																																																																																																							
90	41	Katoomba	Street	The Ponds																																																																																																																																							
91	39	Katoomba	Street	The Ponds																																																																																																																																							
92	37	Katoomba	Street	The Ponds																																																																																																																																							
93	58	Calleja	Street	The Ponds																																																																																																																																							
94	60	Calleja	Street	The Ponds																																																																																																																																							
95	62	Calleja	Street	The Ponds																																																																																																																																							
96	64	Calleja	Street	The Ponds																																																																																																																																							
97	66	Calleja	Street	The Ponds																																																																																																																																							
98	68	Calleja	Street	The Ponds																																																																																																																																							
99	70	Calleja	Street	The Ponds																																																																																																																																							
100	72	Calleja	Street	The Ponds																																																																																																																																							
Surveyor's Reference: 7247-5																																																																																																																																											

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 11 sheet(s)

Registered:



Office Use Only
2.11.2020

Office Use Only

DP1229458

PLAN OF

SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND
LOT 129 IN DP 1229454

Subdivision Certificate number: SC-20-00098

Date of Endorsement: 28.10.2020

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
101	74	Calleja	Street	The Ponds
102	76	Calleja	Street	The Ponds
103	78	Calleja	Street	The Ponds
104	80	Calleja	Street	The Ponds
105	82	Calleja	Street	The Ponds
106	84	Calleja	Street	The Ponds
107	86	Calleja	Street	The Ponds
108	88	Calleja	Street	The Ponds
109	90	Calleja	Street	The Ponds
110	92	Calleja	Street	The Ponds
111	94	Calleja	Street	The Ponds
112	5	Sant	Way	The Ponds
113	3	Sant	Way	The Ponds
114	155	Beauchamp	Drive	The Ponds
115	153	Beauchamp	Drive	The Ponds
116	85	Calleja	Street	The Ponds
117	83	Calleja	Street	The Ponds
118	81	Calleja	Street	The Ponds
119	79	Calleja	Street	The Ponds
120	77	Calleja	Street	The Ponds
121	75	Calleja	Street	The Ponds
122	73	Calleja	Street	The Ponds
123	71	Calleja	Street	The Ponds
124	69	Calleja	Street	The Ponds
125	67	Calleja	Street	The Ponds
126	65	Calleja	Street	The Ponds

Surveyor's Reference: 7247-5

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 11 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  2.11.2020</p> <p>PLAN OF SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND LOT 129 IN DP 1229454</p> <p>Subdivision Certificate number: <u>SC-20-00098</u></p> <p>Date of Endorsement: <u>28.10.2020</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1229458</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
127	63	Calleja	Street	The Ponds
128	61	Calleja	Street	The Ponds
129	59	Calleja	Street	The Ponds
130	57	Calleja	Street	The Ponds
131	55	Calleja	Street	The Ponds
132	33	Katoomba	Street	The Ponds
133	31	Katoomba	Street	The Ponds
134	29	Katoomba	Street	The Ponds
135	106	Megalong	Street	The Ponds
136	108	Megalong	Street	The Ponds
137	110	Megalong	Street	The Ponds
138	112	Megalong	Street	The Ponds
139	114	Megalong	Street	The Ponds
140	116	Megalong	Street	The Ponds
141	118	Megalong	Street	The Ponds
142	120	Megalong	Street	The Ponds
143	122	Megalong	Street	The Ponds
144	124	Megalong	Street	The Ponds
145	126	Megalong	Street	The Ponds
146	128	Megalong	Street	The Ponds
147	130	Megalong	Street	The Ponds
148	132	Megalong	Street	The Ponds
149	134	Megalong	Street	The Ponds
150	136	Megalong	Street	The Ponds
151	138	Megalong	Street	The Ponds
152	140	Megalong	Street	The Ponds

Surveyor's Reference: 7247-5

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 11 sheet(s)

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 Registered:  2.11.2020

Office Use Only

PLAN OF

SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND
 LOT 129 IN DP 1229454

DP1229458

Subdivision Certificate number: SC-20-00098
 Date of Endorsement: 28.10.2020

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
153	142	Megalong	Street	The Ponds
154	144	Megalong	Street	The Ponds
155	146	Megalong	Street	The Ponds
156	148	Megalong	Street	The Ponds
157	97	Calleja	Street	The Ponds
158	95	Calleja	Street	The Ponds
159	93	Calleja	Street	The Ponds
160	91	Calleja	Street	The Ponds
161	89	Calleja	Street	The Ponds
162	87	Calleja	Street	The Ponds
163	102	Megalong	Street	The Ponds
164	32	Katoomba	Street	The Ponds
165	34	Katoomba	Street	The Ponds
166	36	Katoomba	Street	The Ponds
167	38	Katoomba	Street	The Ponds
168	40	Katoomba	Street	The Ponds
169	51	Calleja	Street	The Ponds
170	42	Katoomba	Street	The Ponds
171	44	Katoomba	Street	The Ponds
172	46	Katoomba	Street	The Ponds
173	48	Katoomba	Street	The Ponds
174	50	Katoomba	Street	The Ponds
175	52	Calleja	Street	The Ponds
176	113	Beauchamp	Drive	The Ponds
177	52	Katoomba	Street	The Ponds
178	54	Katoomba	Street	The Ponds

Surveyor's Reference: 7247-5

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 11 sheet(s)

Registered:  2.11.2020 Office Use Only

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DP1229458

PLAN OF

SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND
 LOT 129 IN DP 1229454

Subdivision Certificate number: SC 20-00098

Date of Endorsement: 28.10.2020

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
179	56	Katoomba	Street	The Ponds
180	58	Katoomba	Street	The Ponds
181	60	Katoomba	Street	The Ponds
182	51	Ficus	Street	The Ponds
183	124	Beauchamp	Drive	The Ponds
184	50	Ficus	Street	The Ponds
185	62	Katoomba	Street	The Ponds
186	64	Katoomba	Street	The Ponds
187	66	Katoomba	Street	The Ponds
188	68	Katoomba	Street	The Ponds
189	70	Katoomba	Street	The Ponds
190	33	Cornus	Crescent	The Ponds
191	N/A	Cornus	Crescent	The Ponds
192	N/A	Ficus	Street	The Ponds
193	139	Beauchamp	Drive	The Ponds
194	N/A	Ficus	Street	The Ponds

Surveyor's Reference: 7247-5

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 11 of 11 sheet(s)	
<div style="display: flex; justify-content: space-between; align-items: center;"><div>Registered: </div><div>2.11.2020 <small>Office Use Only</small></div></div>		<div style="display: flex; justify-content: space-between; align-items: center;"><div><small>Office Use Only</small></div><div style="font-size: 2em; font-weight: bold;">DP1229458</div></div>			
<div style="border: 1px solid black; padding: 2px;">PLAN OF</div> <div style="border: 1px solid black; padding: 2px;">SUBDIVISION OF LOTS 3 & 4 IN DP 1232802 AND LOT 129 IN DP 1229454</div>		<div style="border: 1px solid black; padding: 2px;"><small>This sheet is for the provision of the following information as required:</small><ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see 195D <i>Conveyancing Act 1919</i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div>			
<div style="border: 1px solid black; padding: 2px;">Subdivision Certificate number: <u>9C-20-00098</u></div> <div style="border: 1px solid black; padding: 2px;">Date of Endorsement: <u>28.10.2020</u></div>					
<div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="width: 40%;"><p>EXECUTED by) UPG 10 Pty Limited) ACN 602 511 473) in accordance with s127 of) the Corporations Act 2001)</p></div><div style="width: 50%; text-align: center;"><div style="margin-bottom: 10px;"></div><div style="margin-bottom: 10px;">.....</div><div>Bhart Bhushan Sole Director/Secretary</div></div></div> <div style="text-align: center; margin-top: 40px;"><u>Consent of Mortgagee</u></div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 40px;"><div style="width: 40%;"><p>EXECUTED by) Win Senior No. 380 Pty Limited) ACN 642 279 329) in accordance with s127 of) the Corporations Act 2001)</p></div><div style="width: 50%; text-align: center;"><div style="display: flex; justify-content: space-around;"><div style="width: 45%;"><div style="margin-bottom: 10px;"></div><div style="margin-bottom: 10px;">.....</div><div>(Signature)</div></div><div style="margin-top: 10px;"><div style="margin-bottom: 10px;"></div><div style="margin-bottom: 10px;">.....</div><div>(Signature)</div></div></div><div style="display: flex; justify-content: space-around; margin-top: 10px;"><div style="width: 45%;"><div style="margin-bottom: 10px;"></div><div style="margin-bottom: 10px;">.....</div><div>(Print Name)</div><div>Director</div></div><div style="width: 45%;"><div style="margin-bottom: 10px;"></div><div style="margin-bottom: 10px;">.....</div><div>(Print Name)</div><div>Director/Secretary</div></div></div></div></div>					
Surveyor's Reference: 7247-5					

ePlan

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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. SC-20-00098.....

Full name and address of the owner of the land:

UPG 42 Pty Ltd
 137 Gilba Road
 GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identify 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 Padmount Substation 2.785 Wide (A)	32	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on the Use of Land (B)	Part 31 designated (B), Part 32 designated (B), Part 113 designated (B) & Part 114 designated (B)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (C)	Part 31 designated (C), Part 32 designated (C), Part 113 designated (C) & Part 114 designated (C)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Easement for Padmount Substation 2.755 Wide (D)	114	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Easement for Drainage of Water 1.2 Wide (E)	3 31 32 33 34 35	1 & 31-35 inclusive 1 & 32-35 inclusive 1, 33, 34 & 35 1 1, 33, 35 & 36 36

APPROVED BY BLACKTOWN CITY COUNCIL


 Authorised Officer

ePlan

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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. S.C. 20-00098

PART 1

No. of item shown in the intention panel on the plan	Identify 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
6	Easement for Drainage of Water 1.3 Wide (F)	9 25 26 27 28 29	25-30 inclusive 26-30 inclusive 27-30 inclusive 28, 29 & 30 29 & 30 30
7	Easement for Drainage of Water 1 Wide (G)	21 22 23 191	22, 23 & 24 23 & 24 24 21-24 inclusive
8	Easement for Drainage of Water 1.5 Wide (H)	15	21-24 inclusive & Part 191 designated (J)
9	Easement for Drainage of Water 1 Wide (K)	65 66 67 68 69 70	66-71 inclusive 67-71 inclusive 68-71 inclusive 69, 70 & 71 70 & 71 71
10	Easement for Drainage of Water 1.5 Wide (L)	42	65-71 inclusive
11	Easement for Drainage of Water 1 Wide (M)	62 63 64 192	63, 64, 65 & Part 192 designated (N) 64 & 65 65 62-65
12	Easement for Drainage of Water 1 Wide (P)	51 53 56 57 58 59 60	53, 54 & 56-61 inclusive 54 & 56-61 inclusive 57-61 inclusive 58-61 inclusive 59, 60 & 61 60 & 61 61

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ePlan

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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. **SC-20-00098**

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
13	Easement for Drainage of Water 1 Wide (Q)	105 106 107 108 109 112 113 115	104 104 & 105 104, 105 & 106 104-107 inclusive 104-108 inclusive 104-109 inclusive & 110 104-109 inclusive, 110 & 112 104-109 inclusive, 110, 112 & 113
14	Easement for Drainage of Water 1 Wide (R)	83 97 98 99 100 101 102	97-103 inclusive 98-103 inclusive 99-103 inclusive 100-103 inclusive 101, 102 & 103 102 & 103 103
15	Easement for Drainage of Water 1 Wide (S)	85 94 95	93-96 inclusive 93 93, 94 & 96
16	Easement for Drainage of Water 1 Wide (T)	151 152 153 154 155 158	150 150 & 151 150, 151 & 152 150-153 inclusive 150-154 inclusive & 156 150-156 inclusive
17	Easement for Drainage of Water 1.3 Wide (U)	117 145 146 147 148 149	144-149 inclusive 144 144 & 145 144, 145 & 146 144-147 inclusive 144-148 inclusive

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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 4 of 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. ...SC-20-00098.....

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 1.5 Wide (V)	123	132, 133 & 137-143 inclusive
19	Easement for Drainage of Water 1 Wide (W)	133 137 138 139 140 141 142 143	132 132 & 133 132, 133 & 137 132, 133, 137 & 138 132, 133, 137, 138 & 139 132, 133 & 137-140 inclusive 132, 133 & 137-141 inclusive 132, 133 & 137-142 inclusive
20	Restriction on the Use of Land	1-194 inclusive	Blacktown City Council
21	Restriction on the Use of Land	191-194 inclusive	Blacktown City Council
22	Restriction on the Use of Land	1, 16, 17, 18, 19, 20, 33, 34, 35, 36, 42, 43, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 66, 67, 68, 70, 71, 73, 81, 82, 83, 85, 86, 87, 89, 90, 91, 93, 94, 95, 97, 98, 99, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110	Blacktown City Council

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ePlan

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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. SC-20-00096

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
22	Restriction on the Use of Land (Cont.)	112, 113, 115, 130, 131, 132, 133, 134, 135, 136, 165, 166, 167, 170, 171, 172, 173, 174, 175, 176, 177, 178, 180, 181, 182, 183, 186, 187 & 188	Blacktown City Council
23	Positive Covenant	1-194 inclusive	Blacktown City Council
24	Restriction on the Use of Land	1-194 inclusive	Blacktown City Council
25	Positive Covenant	191-194 inclusive	Blacktown City Council
26	Restriction on the Use of Land	191-194 inclusive	Blacktown City Council
27	Restriction on the Use of Land	1-194 inclusive	Blacktown City Council
28	Restriction on the Use of Land	1-194 inclusive	Blacktown City Council
29	Restriction on the Use of Land	193	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 6 of 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. SC-20-00098

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
30	Positive Covenant	168, 169, 170, 174, 175, 176, 177, 181, 182, 183, 184, 185, 189 & 190	Blacktown City Council
31	Easement for Overhang, Access & Maintenance 0.9 Wide (X)	19 20 58 62 67 71 133 134 135 136 177 178	18 18 57 61 66 70 132 133 134 134 183 183
32	Restriction on the Use of Land	18, 19, 20, 57, 58, 61, 62, 66, 67, 70, 71, 132, 133, 134, 135, 136, 177, 178 & 183	Blacktown City Council
33	Easement for Drainage of Water over the Whole of the Lot (Y)	194	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 7 of 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No.SC-20-00098.....

PART 2

1. Terms of Easement numbered 1 in the plan

1.1 Definitions

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

1.2 Epsilon Distribution Ministerial Holding Corporation may:

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

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ePlan

**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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. SC-20-00098

PART 2

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

Name of Authority having the power to release vary or modify the Easement numbered 1 in the plan is
Epsilon Distribution Ministerial Holding Corporation.

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.....
Authorised Officer

ePlan

**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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No.SC.20.0009.8.....

PART 2

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

2.1 Definitions:

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

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

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


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

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

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

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. SC 20200098.....

PART 2

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

3.1 Definitions:

3.1.1 erect includes construct, install, build and maintain.

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

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

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

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

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

Name of Authority having the power to release vary or modify the terms of Restriction numbered 3 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

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. ...S.C.-20-0009.1.5.....

PART 2

4. Terms of Easement numbered 4 in the plan

4.1 Definitions

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

4.2 Epsilon Distribution Ministerial Holding Corporation may:

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

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**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: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. ...S.C.-20-00095.....

PART 2

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

Name of Authority having the power to release vary or modify the Easement numbered 4 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

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. ...SC-20-00098.....

PART 2

5. Terms of Restriction on the Use of Land numbered 20 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 20 in the plan is **Blacktown City Council**

6. Terms of Restriction on the Use of Land numbered 21 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 21 is **Blacktown City Council**

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

No further development of the lot burdened is to take place unless it is consistent with the approved Building Envelope Plan (S4.56 Dwg 3/3, Revision 1, dated 10th October 2019).

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 22 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: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. SC-20-00098

PART 2

8. Terms of Positive Covenant on the Use of Land numbered 23 in the plan

- 8.1 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 Aurecon on 04/09/2018, and also held on Council File: CC-19-01876. 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
- 8.2 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 8.1(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: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No.SC-20-00098.....

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 8.2(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.

8.3 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: 15711 on 17/12/2019, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-19-01876.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 23 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
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Lengths are in metres

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. ...S.C.-20-0009.S.....

PART 2

9. Terms of Restriction on the Use of Land numbered 24 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: 15711 on 17/12/2019, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-19-01876.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 24 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

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. SC-20-00098.....

PART 2

10. Terms of Positive Covenant on the Use of Land numbered 25 in the plan

- 10.1 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
- 10.2 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 10.1(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 10.2(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.

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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
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Lengths are in metres

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. ...SC-20-00098.....

PART 2

- 10.3 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: 15711 on 17/12/2019. A copy of this Construction Certificate is held on Council file No: CC-19-01876.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 25 is **Blacktown City Council**

11. Terms of Restriction on the Use of Land numbered 26 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: 15711 on 17/12/2019. A copy of this Construction Certificate is held on Council file No: CC-19-01876.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 26 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

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. ...**SC-20-00098**.....

PART 2

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

The development shall be completed in accordance with the requirements of Development Application
15-02253 approved by Land and Environment Court of New South Wales on the 4th December 2016.

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

13. Terms of Restriction on the Use of Land numbered 28 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 NE532 dated 10th September 2019 and report addendum
dated 22nd October 2020. A copy of this report is held on Council File DA-15-02253.

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

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

If it is intended for the lot burdened to be developed with a dual occupancy, this construction shall not
take place until a separate development application is undertaken.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land
numbered 29 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: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot 129 in DP1229454 covered by Subdivision Certificate No. ...**SC-20-00098**.....

PART 2

15. Terms of Positive Covenant numbered 30 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; 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'-'BB'	189 & 190
'CC'-'DD'	184 & 185
'EE'-'FF'	181 & 182
'GG'-'HH'	177 & 183
'II'-'JJ'	174 & 176
'KK'-'LL'	170 & 175
'MM'-'NN'	168 & 169

Name of Authority having the power to release, vary or modify the Positive Covenant numbered 30 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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Lengths are in metres

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No.SC-20-0009.8.....

PART 2

16. Terms of Easement numbered 31 in the plan

16.1 In this Easement for Overhang, Access & Maintenance:

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

Subject to clause 16.3, the body having the benefit of this easement may:

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

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

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

16.3 In exercising the rights under this clause 16.3, the owner of the lot benefited must:

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

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

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Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. **SC70-00098**.....

PART 2

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

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

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

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

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easement numbered 31 in the plan is **Blacktown City Council**

17. Terms of Restriction on the use of land numbered 32 in the plan

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

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

Name of Authority having the power to release vary or modify the terms of restriction on use of land numbered 32 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

ePlan

**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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No.SC-20-00098.....

PART 2

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easements
numbered 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19 is **Blacktown City Council**

Name of Authority having the power to release, vary or modify the Easement numbered 33 in the plan is
Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

ePlan

**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 26 sheets)

Plan: **DP1229458** Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. ...SC-20-00098.....

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


.....
Signature of Delegate

.....Judith Portelli.....
Name of Delegate

Judith Portelli
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


.....
Signature of Witness

.....Kristy-lee Bullock.....
Name of Witness
C/- Blacktown City Council
62 Flushcombe Road
BLACKTOWN NSW 2148
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

ePlan

**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

25 26
(Sheet 24 of 25 sheets)

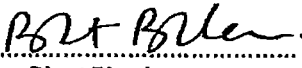
Plan:

Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1229454 covered by
Subdivision Certificate No. SC-20-00098

DP1229458

EXECUTED by
UPG 10 Pty Limited
ACN 602 511 473
in accordance with s127 of
the Corporations Act 2001


)
)
)
)
)

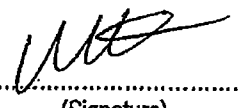

Bhart Bhushan
Sole Director/Secretary

Consent of Mortgagee

EXECUTED by
Win Senior No. 380 Pty Limited
ACN 642 279 329
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)


(Signature)
RYAN LEVIN
(Print Name)
Director


(Signature)
MARK HARRISON
(Print Name)
Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

26 26
(Sheet 21 of 21 sheets)

Plan:

Plan of Subdivision of Lots 3 & 4 in DP1232802 and Lot
129 in DP1232802 covered by DP1229454 covered by
Subdivision Certificate No. SC-20-00098

DP1229458

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. Dawds

Name of witness:

MEGAN DOWDS

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:

Simon Lawton

Name and position of attorney:

Simon Lawton
Strategic Property Manager

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

Power of attorney:

Book 4768 No. 870

Endeavour Energy reference:

URS18893

Date of Signature:

25 June 2020

REGISTERED



2.11.2020

M. Dawds

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

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



R.P. 13A. No.

J 720148

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

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

With consent of Mortgage
I, WE ALEXANDER FRANK COWDRILL of
Wahroonga Company Director and JOHN ALLEN TAYLOR
of Wahroonga Salesman

(herein called transferor)

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

(£ 900,0.0) (the receipt whereof is hereby acknowledged) paid to us by
SALVATORE ROMEO of 44 Grove Street, St. Peters and in con-
sideration of ONE THOUSAND SIX HUNDRED POUNDS (£1,600. 0. 0) paid to the
said SALVATORE ROMEO by CHARLIE MIFSUD of 20 Budgaree Road, Toongabbie
Machine Operator and JERRY MIFSUD of the same address, Machine Operator
(herein called the Transferee) (the receipt whereof is hereby acknowledged)
DO HEREBY at the request and by the direction of the said SALVATORE ROMEO
(testified by his execution hereof) transfer to the transferees CHARLIE
MIFSUD and JERRY MIFSUD as tenants in common.

do hereby transfer to

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

(herein called transferee)

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

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

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Gidley	Part	7790	29	being Lot 57 in Deposited Plan No. 28833
Cumberland	Gidley	Part	7790	30	excepting the Transferors' estate and interest in all minerals lying within the said land.
TOGETHER WITH a right of way over part of adjoining Lot 58 being 20 feet wide extending from Hambleton Road to a point being the intersection of a line drawn in extension of the western boundaries of Lots 56 and 59 and subject to a right of way as appurtenant to Lot 58 over that part of Lot 57 being 20 feet wide extending from Hambleton Road to a point being the intersection of a line drawn in extension of the western boundaries of Lots 56 and 59.					

And the transferees covenant(s) with the transferors:

- (a) That no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 48, 53, 54, 55, 56 and 53 in Deposited Plan No. 28933 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferees shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

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

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

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

Strike out if unnecessary, or suitably adjust.

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

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1924.

ENCUMBRANCES, &c., REFERRED TO.

NIL.

A very short note will suffice.

K 1165-2 St 477

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

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

Execution may be proved where the parties are resident:—

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

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

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

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

Signed at

Signed in my presence by the transferors
ALEXANDER FRANK COWDRILL and
JOHN ALLEN TAYLOR
WHO ARE PERSONALLY KNOWN TO ME

Signed in my presence by the
said SALVATORE ROMEO who is
personally known to me:

Signed in my presence by the transferee
CHARLIE MIFSUD and JERRY MIFSUD
WHO ARE PERSONALLY KNOWN TO ME
are

195 day of July 1964

Transferor.*

Directing Party

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

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

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

LODGED BY W.S. KAY, DAVIES & CHAMPTON,
 SOLICITORS,
 9 GEORGE STREET,
 PARRAMATTA.
 635 8821.

No. J 720148

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

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

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

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

I, AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED

Noted
 mortgagee under Mortgage No. J193550
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at Sydney M.P.D. 30 day of June 1964.

Signed in my presence by JOSEPH FREDERICK MARKS
PETER CURRIE as the duly constituted
 attorneys of AUTOMOBILE AND GENERAL
FINANCE COMPANY LIMITED who are personally
 known to me.

By Its Attorneys
Joseph F. Marks
Peter Currie
 Mortgagee.

INDEXED
MEMORANDUM OF TRANSFER
Mortgage in Common
Excluding Phosphate Minerals
Covenant.
 Checked by SLC
 Particulars entered in Register Book.
 Volume 7790 Folio 29, 30
 Passed (in S.D.B.) by SLC
 the 30 day of October 1964
 Signed by SLC
 minutes past 2 o'clock in the after noon.
Registrar-General

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 Memorandum whereby the undersigned state that they have notice of the revocation of the Power of Attorney registered No. 72040 Miscellaneous Register under the authority of which they have just executed the within instrument.
 SIGNED at Sydney this 30 day of June 1964
 SIGNED to the presence of:
Joseph F. Marks
Peter Currie

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<u>SLC</u>	<u>17/6/64</u>
Draft written	<u>SLC</u>	<u>16.6.64</u>
Draft examined	<u>SLC</u>	<u>16.6.64</u>
Diagram prepared	<u>SLC</u>	<u>16.6.64</u>
Diagram examined	<u>SLC</u>	<u>16.6.64</u>
Draft forwarded	<u>SLC</u>	<u>17/6/64</u>
Sept. of Engravers	<u>SLC</u>	<u>15.10.64</u>
Cancellation Clerk	<u>SLC</u>	<u>15.10.64</u>
Vol. <u>9892</u> Fol. <u>242</u>		

Handwritten notes:
 17/6
 16.6.64
 16.6.64
 16.6.64
 17/6/64
 15.10.64

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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

R.P. 13A. **81 880956**

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

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

(Note from N. 2-721286)
We, **JOHN ALLEN TAYLOR** of Wahroonga, Salesman
ALEXANDER FRANK COWDRILL of Wahroonga, Company Director,

(herein called transferor)

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

One thousand and sixty five pounds
(£ 1065.0.0) (the receipt whereof is hereby acknowledged) paid to us by

ALFRED SAAD

do hereby transfer to

the said ALFRED SAAD of 31 Brighton Street, Petersham, Porter

(herein called transferee)

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

ALL such our Estate and Interest in ALL THE land mentioned in the Schedule					
County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBEELAND ✓	GIDLEY ✓	PART ✓	7790 ✓	29 ✓	Being Lot 56 on Deposited Plan No. 28633 ✓
CUMBEELAND	GIDLEY	PART	7790	30 ✓	
Reserving hereout the Transferors' estate and interest in all minerals lying within the said land.					

51618 16.58 W K 1163— 5x3970 V. C. N. Blight, Government

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

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

And the transferee covenant(s) with the transferors:

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining lots 55 and 57 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or for the purpose of building a dam or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

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

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

Strike out if unnecessary, or suitably adjust,

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

Covenants should comply with the provisions of Section 38 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO:

NIL

A very short note will suffice.

K 1103-2 2 3070-2

f Execution in New South Wales may be proved if the instrument is signed, acknowledged and witnessed by the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness should appear before one of the functionaries who have received an affirmative answer to one of the questions set out in Sec. 108 (1) (5) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

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

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

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

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

Signed at Sydney the
Signed in my presence by the transferors
are
WHO IS PERSONALLY KNOWN TO ME

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

11th day of August 19 61

John B. Taylor
Transcriber.

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

Refused Loan
Transferee(s).

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

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

day of _____ 19__

Signed at
Signed in the presence of—

the day of

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ALLEGED DEEDS

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

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

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

* If signed by virtue of any power of attorney, the original power must be registered in the Recorder's Office and a certified copy of the same must be attached to the instrument. The instrument must also be accompanied by a statement of the facts and circumstances surrounding the execution of the power of attorney, and a statement of the facts and circumstances surrounding the execution of the instrument. The instrument must also be accompanied by a statement of the facts and circumstances surrounding the execution of the instrument.

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

No. **H 880956**

LODGED BY **PRIDDLE GOSLING DALEMPLE & SILLAR,**
Solicitors,
17, Castlereagh Street,
SYDNEY.
28-10-61

FEES.

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

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

DOCUMENTS LODGED HEREWITH

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Received Docs.
Nos.

Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

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

THE
INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED

mortgages under Mortgage No. G721286

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

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

Dated at Sydney this Seventeenth day of August, 1961.

THE COMMON SEAL OF THE INTERCOLONIAL
INVESTMENT LAND & BUILDING
COMPANY LIMITED was hereunto

affixed by the authority of
the directors in the presence

who is personally known to me, of —

Secretary

Directors.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER <i>Res. Minerals</i> <i>Sub. to Covenant</i>
Checked by	Particulars entered in Register Book, Volume 7790 Folio 29 30
Passed (in S.D.B.) by	RB the 29th day of September 1961 at 15 minutes past 12 o'clock in the after noon.
Signed by	Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>CLB</i>	<i>26.9.61</i>
Draft written	<i>Paul</i>	<i>26.9.61</i>
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers	<i>HT</i>	<i>6/10</i>
Cancellation Clerk		

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LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES
15-10-61
3-00-15

H880957 to follow



Application: **10106990**
Your Ref: **170070**

21 March 2019

Property details: Lot 4 Hambledon Rd, THE PONDS 2769
LOT 4 DP 1232802

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

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

Yours sincerely

Customer Property Services
Customer Services



Application: **10106984**
Your Ref: **170070**

21 March 2019

**Property details: Lot 3 Hambledon Rd, THE PONDS 2769
LOT 3 DP 1232802**

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

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

Yours sincerely

Customer Property Services
Customer Services

Consumer Building Guide

Mandatory information for consumers

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

Protecting consumers under home building laws

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

What to consider before work starts

Licensing

Licensing requirements include:

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

Home Building Compensation Fund (previously called Home Warranty Insurance)

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

Approvals

To help your building project go smoothly:

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

Contracts and payments

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

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

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

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

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

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

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

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

Common traps and tricks

Beware of:

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

When things go wrong

Statutory warranties

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

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

Resolving a dispute

These steps can help you resolve a dispute:

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

More information

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

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