


Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	UPG 22 Pty Limited ACN 607 945 915 137 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 E: judy@swconveyancing.com.au

date for completion land (address, plan details and title reference)

See additional condition 34.1 (clause 15)
Lot ,45-57 Gordon Road, Schofields, New South Wales 2762
Unregistered Plan: Lot in an unregistered plan which is part of Lot 63 in DP1236192
Part Folio Identifiers 63/1236192

improvements

☐ VACANT POSSESSION ☐ subject to existing tenancies

☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies

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

☐ other documents:

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> 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: 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	\$	E:		
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 checked="" 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 type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input 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 checked="" type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Disclosure Statement – Off the Plan Contracts

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

VENDOR	UPG 22 Pty Ltd ACN 607 945 915
PROPERTY	Proposed Lots at 45 Gordon Road, Schofields

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

DETAILS					
Completion	Additional condition 34.1		Refer to clause(s):	Additional condition 34.1	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Additional condition 45
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest for late completion, additional condition 35.2		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA-18-00389		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	Terry West Building Approval & Consultants Pty Ltd - Accreditation No. BPB0784		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	If the vendor is unable to obtain development consent in sufficient time to be able to perform its obligations. See additional condition 44.7		

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

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.
- 33.7 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 dwelling to be constructed on the Parcel.

45 Gordon Road_Schofields_Stage 2_17.04 (House)



"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

"Completion Notice" means the notice served by the Vendor on the Purchaser advising that the Plan of Subdivision has been registered by the Registrar General;

"Conditions Precedent" means the conditions referred to in clause 45 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
- (b) 21 days after the date upon which the Vendor serves the Completion Notice; or
- (c) 14 days after the date upon which the Vendor serves the Certificate of Occupation.

"Default Rate" means 10% per annum

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

"Development Works" means any demolition, site works, construction, landscaping, fit out, installations or ancillary work required to carry out the works contemplated by the Development Consent or required to achieve registration of a Plan of Subdivision 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 42.6 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;

"Land" means Lot 63 in Deposited Plan 1236192, copy of the Deposited Plan for the Land is annexed hereto

"Lot" means a lot in the Plan of Subdivision;

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

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

- (a) a redefinition of the boundaries of the Parcel or any part of it;
- (b) a minor road realignment or dedication on or adjoining the Land or the Parcel;
- (c) the creation, surrender or removal of covenants, leases, easements or dedications relating to the provision of drainage, detention, electricity substations or any other services or for any other purpose on the Parcel, the common property or any Lot;
- (d) a variation of the proposed boundaries between Lots other than those which touch and affect the Property;
- (e) an increase or reduction in the number of lots in the Plan of Subdivision;
- (f) an alteration of the lot numbers in the Plan of Subdivision;
- (g) any variation of the final position of any Lot (other than the subject Property), from that shown on the Plan of Subdivision;
- (h) any variation to the area or dimensions of; a Lot (other than the subject Property) or the Parcel from that shown on the Plan of Subdivision.
- (i) the creation or removal of any rights of footway or access to or from an adjoining property;
- (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) a Minor Variation to:
 - (i) the area or dimensions of the Property;
 - (iii) the position of the Property; or
 - (iv) the floorplan of the Property.

"Minor Variation" means:

- (a) in relation to the area or dimensions of the Property;
 - (i) a reduction of less than 5% of the area or dimensions of the Property
 - (ii) an increase in the area or dimensions of the Property
 - (iii) a reduction of the area or dimensions of any non habitable area of the Property
- (b) in relation to the position of the Property, a change in the floorplan or
- (c) in any other case a change which does not substantially diminish the enjoyment or use of the

"Parcel" means the land comprising the lots which is the subject of the Plan of Subdivision;

"Plan of Subdivision" means the Vendor's proposed plan of subdivision of the Land a draft of which is annexed hereto;

"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.

"Registration Date" means 30 June 2023;

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

"Vendor Disclosure" means:

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

Interpretation and general matters

34.2. In this contract:

- 34.2.1 Headings are for ease of reference only and do not affect the interpretation of this contract.
- 34.2.2 If there is any inconsistency between these Additional Conditions and the printed conditions or any annexure to this contract these Additional Conditions apply.
- 34.2.3 Each clause and subclause of this contract is severable and if any clause or subclause is invalid or unenforceable this shall not prejudice or in any way affect the validity or enforceability of any other clause or subclause
- 34.2.4 A reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;
- 34.2.5 A reference to any party to this contract includes that party's executors, administrators, substitutes, successors and permitted assigns;
- 34.2.6 Where the Purchaser or guarantor consists of two or more persons, this contract benefits and binds them jointly and severally;
- 34.2.7 A party that is a trustee is bound both personally and in its capacity as a trustee.
- 34.2.8 The words "includes or including" in any form are not to be taken as a limitation.
- 34.2.9 Rights that can apply after completion shall continue to apply after completion

34.2.10 The parties acknowledge that they have authorised the firms nominated on the front cover of this contract as their legal representative, on behalf of each of them to:

- (a) make and initial amendments to the terms and conditions of the contract before, at or after the date of this contract; and
- (b) negotiate and enter into binding variations to the terms and conditions of this contract, by way of exchange of solicitors' letters

and neither party is required or entitled to make any further enquiry about the nature and accuracy of the other party's representative's instructions or authority.

34.2.11 The obligations, warranties, covenants, agreements, guarantees and indemnities contained in or required or contemplated by or in connection with this contract which remain to be performed or are capable of having effect or application (express or implied) after completion shall not merge on completion of this contract.

Late Completion

35. It is an essential term of this contract that, if completion does not take place by 3:00pm on the Date for Completion then:

35.1. (notices to complete) For the purposes of clause 15, either the Purchaser or the Vendor may, provided that party is not in default, serve upon the other party a notice to complete, making time of the essence of this contract, at any time after 3.00pm on the Date for Completion. The time for completion under that notice shall be at a time, no later than 3.30pm, on a business day being not less than 14 days after service and the party which issues such a notice may unilaterally extend the time for completion, or revoke or withdraw or reissue the notice to complete at any time without affecting any other right that party may have. The Vendor may serve a notice to complete on the Purchaser despite the fact that, at the time such notice is issued or at any time after the notice is issued, there is a charge on the Property for any rate, tax or outgoing or another notice to complete has lapsed;

The parties acknowledge that a time, no later than 3.30pm, on a business day being not less than 14 days after service of a notice to complete is a reasonable period to allow for completion; and

35.2. (interest) If the Purchaser does not complete this contract on the Date for Completion then:

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

- (v) the Vendor is not obliged to complete unless the interest referred to in this clause is paid; and

35.3. (obligation to complete) the Vendor is not obliged to complete unless the amounts referred to in this clause are paid.

Death, Liquidation, Etc.

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 40.2 do not apply and the Vendor is not obliged to comply with the Home Building Act Warranty if:

- (i) between the date of this Contract and the Date for Completion there is a new law, the effect of which is that the HBCF Certificate for the Property or the Building is no longer required; or
 - (ii) is such insurance is not required under the Home Building Act or for any other reason;
- 39.13. (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 that the Plan of Subdivision is registered:
- (i) (reduction in dimensions) a reduction to the area of the Property from that shown on the Plan of Subdivision (other than a Minor Variation) and that variation has a significantly detrimental effect on the Property;
 - (ii) (alterations or creation of covenants and or easement) a covenant and or easement (which is not otherwise in existence, proposed or disclosed in, or at the date of, this contract) and that covenant has a significantly detrimental

effect on the Property and/or the Purchaser's enjoyment or use of the property;
or

(iii) (alterations or creation of Documents) there is any alteration to the Document(s) or further Document(s) which has a significantly detrimental effect on the Property and/or the Purchaser's enjoyment or use of the property;
or

(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 40 above:

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

- (i) the Vendor giving the Purchaser notice of registration of the Strata Plan; and
- (ii) the Vendor giving the Purchaser a copy of the relevant Document or the relevant instrument creating the further or amended Document or By-law; or
- (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. (register plan) will use its reasonable endeavours to register the Plan of Subdivision before the Registration Date;
 - 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 42, 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. (minor amendments) register the Plan of Subdivision in stages, alter the Plan of Subdivision and make Minor Amendments and register any documents or plans necessary to do so;
- 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 2 months of the registration of the Plan of Subdivision) 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 registration of the Plan of Subdivision by the Registration 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 or the registration of the Plan of Subdivision;
 - 46.2. inclement weather or conditions resulting from inclement weather; and
 - 46.3. any civil commotion, strikes or lock-outs affecting the progress of the Development Works or affecting the supply or manufacture of materials required for the carrying out of the Development Works

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

47. If registration of the Plan of Subdivision is not effected by the Registration Date or any extension thereof, either party can rescind by giving the other party notice in writing of such rescission but only between the Registration Date and the date that the Plan of Subdivision is actually registered 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. Deleted

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 22 Pty Ltd ACN
607 945 915 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.



LAND
REGISTRY Title Search
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 63/1236192

SEARCH DATE	TIME	EDITION NO	DATE
27/10/2020	3:05 PM	3	9/9/2020

LAND

LOT 63 IN DEPOSITED PLAN 1236192
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1236192

FIRST SCHEDULE

UPG 22 PTY LIMITED

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1236192 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 3 DP1236192 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1236192 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (15) IN THE S.88B INSTRUMENT
- 5 DP1236192 POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN
THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 6 DP1236192 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (19) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1236192 POSITIVE COVENANT REFERRED TO AND NUMBERED (20) IN
THE S.88B INSTRUMENT
- 8 DP1236192 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (21) IN THE S.88B INSTRUMENT
- 9 AQ378264 MORTGAGE TO THE TRUST COMPANY (PTAL) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1241575.

*** END OF SEARCH ***

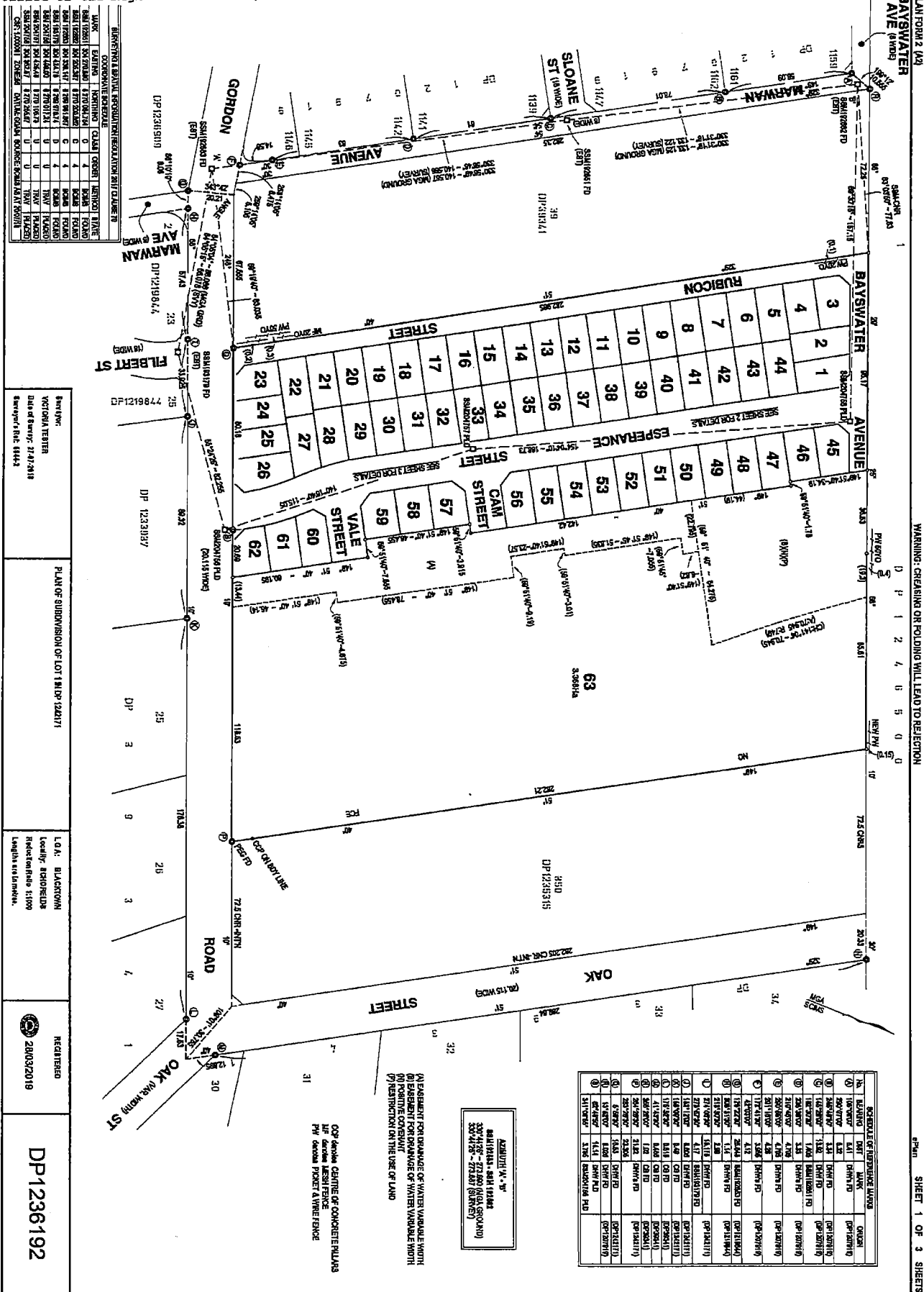
0249

PRINTED ON 27/10/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.

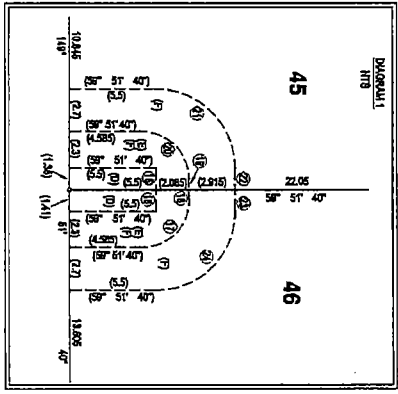
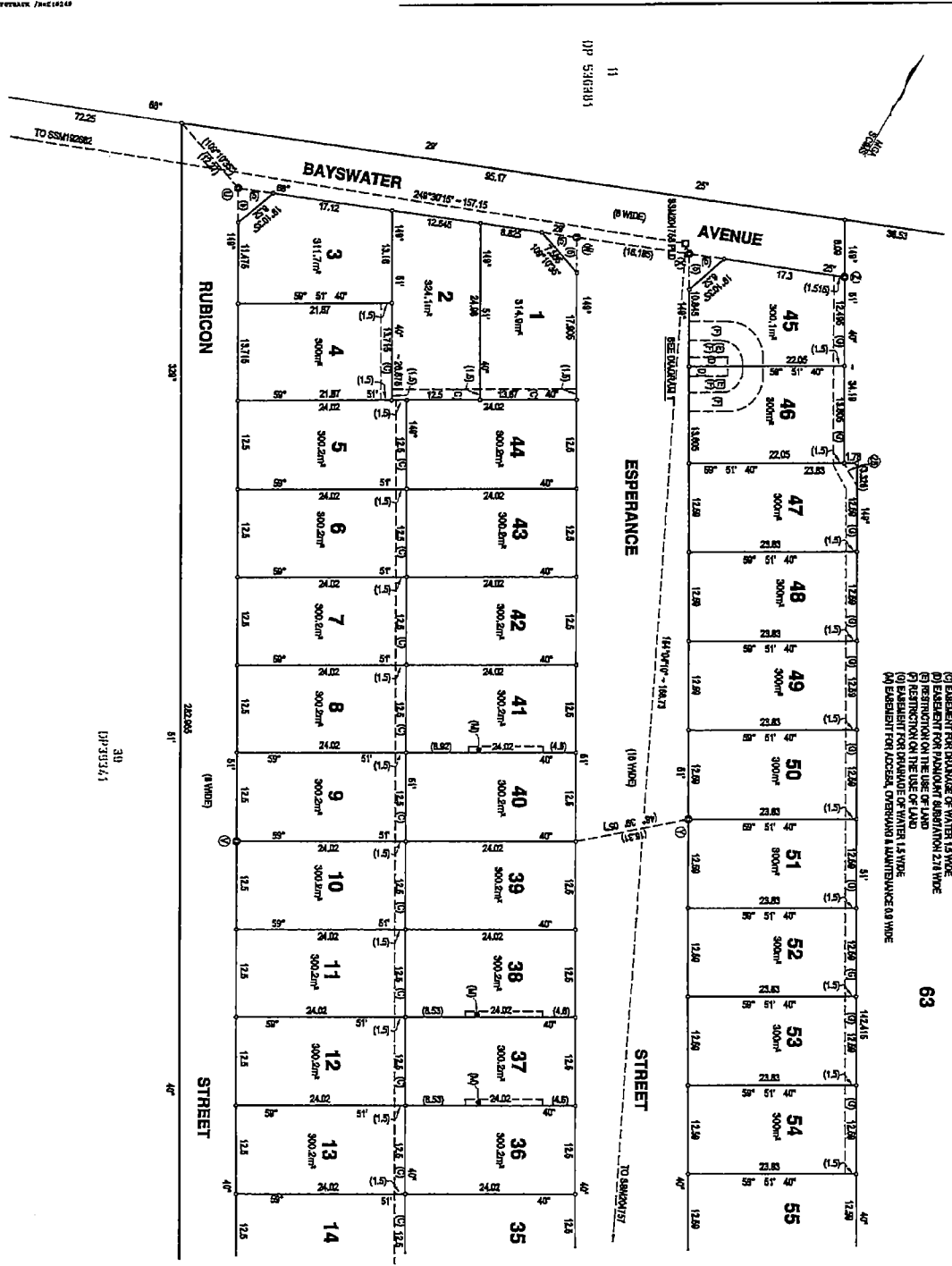
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Received: 27/10/2020 15:08:27



- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 MIDE
- (D) EASEMENT FOR PASADANT SUBSTATION 2.75 MIDE
- (E) RESTRICTION ON THE USE OF LAND
- (F) RESTRICTION ON THE USE OF LAND
- (G) EASEMENT FOR DRAINAGE OF WATER 1.5 MIDE
- (H) EASEMENT FOR DRAINAGE OF WATER 1.5 MIDE
- (I) EASEMENT FOR DRAINAGE OF WATER 1.5 MIDE

63



SCHEDULE OF REFERENCE LINES			
NO.	BEARING	DIST.	ADJ.
(1)	114°51'40"	1.35	PASADANT
(2)	149°51'40"	1.41	PASADANT
(3)	149°51'40"	4.245	4.71
(4)	149°51'40"	0.71	3
(5)	149°51'40"	0.65	3
(6)	149°51'40"	4.245	4.71
(7)	149°51'40"	7.07	7.865
(8)	149°51'40"	1.375	5
(9)	149°51'40"	1.375	5
(10)	149°51'40"	7.07	7.865
(11)	149°51'40"	3.775	5

SCHEDULE OF SHORT & CURVED LINES			
NO.	BEARING	DIST.	ADJ.
(1)	149°51'40"	1.35	PASADANT
(2)	149°51'40"	1.41	PASADANT
(3)	149°51'40"	4.245	4.71
(4)	149°51'40"	0.71	3
(5)	149°51'40"	0.65	3
(6)	149°51'40"	4.245	4.71
(7)	149°51'40"	7.07	7.865
(8)	149°51'40"	1.375	5
(9)	149°51'40"	1.375	5
(10)	149°51'40"	7.07	7.865
(11)	149°51'40"	3.775	5

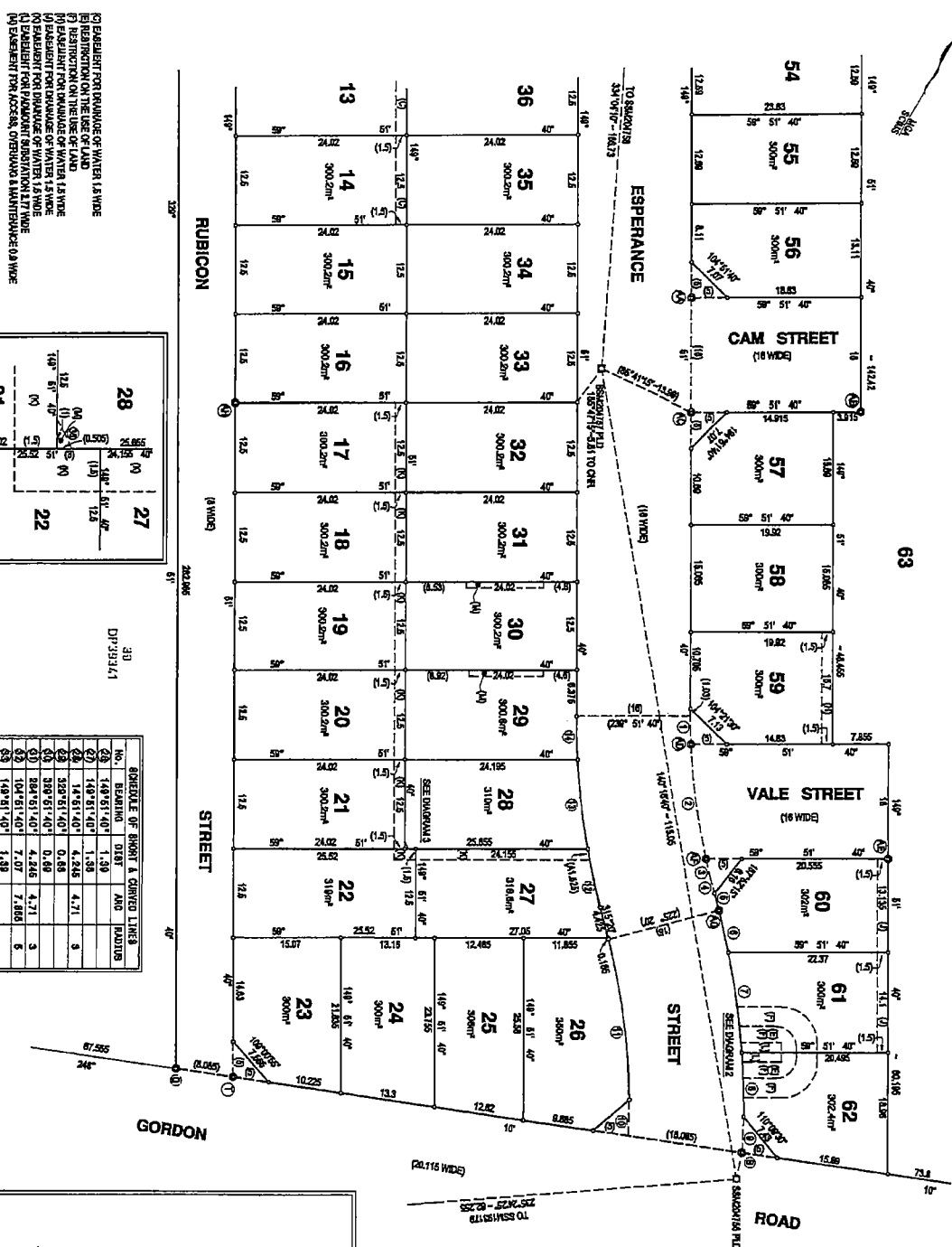
Surveyor:
VICTORIA TERRER
Date of Survey: 27/07/2018
Surveyor's Licence: 61443

PLAN OF SUBDIVISION OF LOT 1 MDP 1236192

L.O.A. BLACKTOWN
Localities: ECHOWE
Municipality: 1500
Length: 1500m

RECEIVED
28/03/2019

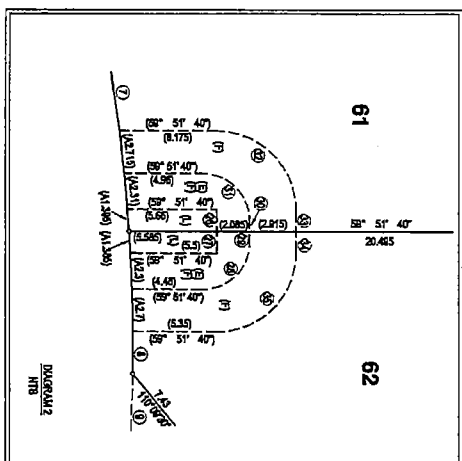
DP1236192



SCHEDULE OF BORNS & CARRIED LINES				
NO.	BEARING	DIST	ANG	RADIIUS
25	149°51'40"	1.39		
26	149°51'40"	1.38		
27	149°51'40"	1.35	9	
28	146°51'40"	4.24	4.71	
29	329°51'40"	0.68		
30	398°51'40"	0.66		
31	398°51'40"	0.66		
32	384°51'40"	4.24	4.71	
33	104°51'40"	7.07	7.08	6
34	149°51'40"	1.38		
35	149°51'40"	1.38		
36	149°51'40"	7.07	7.155	6
37	183°01'16"	1.12		

Sl. No.	Particulars	Amount	Particulars	Amount
1	6-24-2007	1.60	DRY FLD	
2	6-24-2007	1.60	DRY FLD	
3	6-24-2007	14.6	DRY FLD	
4	31-10-2007	1.60	DRY FLD	
5	29-04-2007	1.60	DRY FLD	
6	29-04-2007	1.60	DRY FLD	
7	29-04-2007	1.60	DRY FLD	
8	29-04-2007	1.60	DRY FLD	
9	29-04-2007	1.60	DRY FLD	
10	29-04-2007	1.60	DRY FLD	
11	29-04-2007	1.60	DRY FLD	
12	29-04-2007	1.60	DRY FLD	
13	29-04-2007	1.60	DRY FLD	
14	29-04-2007	1.60	DRY FLD	
15	29-04-2007	1.60	DRY FLD	
16	29-04-2007	1.60	DRY FLD	
17	29-04-2007	1.60	DRY FLD	
18	29-04-2007	1.60	DRY FLD	
19	29-04-2007	1.60	DRY FLD	
20	29-04-2007	1.60	DRY FLD	
21	29-04-2007	1.60	DRY FLD	
22	29-04-2007	1.60	DRY FLD	
23	29-04-2007	1.60	DRY FLD	
24	29-04-2007	1.60	DRY FLD	
25	29-04-2007	1.60	DRY FLD	
26	29-04-2007	1.60	DRY FLD	
27	29-04-2007	1.60	DRY FLD	
28	29-04-2007	1.60	DRY FLD	
29	29-04-2007	1.60	DRY FLD	
30	29-04-2007	1.60	DRY FLD	
31	29-04-2007	1.60	DRY FLD	
32	29-04-2007	1.60	DRY FLD	
33	29-04-2007	1.60	DRY FLD	
34	29-04-2007	1.60	DRY FLD	
35	29-04-2007	1.60	DRY FLD	
36	29-04-2007	1.60	DRY FLD	
37	29-04-2007	1.60	DRY FLD	
38	29-04-2007	1.60	DRY FLD	
39	29-04-2007	1.60	DRY FLD	
40	29-04-2007	1.60	DRY FLD	
41	29-04-2007	1.60	DRY FLD	
42	29-04-2007	1.60	DRY FLD	
43	29-04-2007	1.60	DRY FLD	
44	29-04-2007	1.60	DRY FLD	
45	29-04-2007	1.60	DRY FLD	
46	29-04-2007	1.60	DRY FLD	
47	29-04-2007	1.60	DRY FLD	
48	29-04-2007	1.60	DRY FLD	
49	29-04-2007	1.60	DRY FLD	
50	29-04-2007	1.60	DRY FLD	
51	29-04-2007	1.60	DRY FLD	
52	29-04-2007	1.60	DRY FLD	
53	29-04-2007	1.60	DRY FLD	
54	29-04-2007	1.60	DRY FLD	
55	29-04-2007	1.60	DRY FLD	
56	29-04-2007	1.60	DRY FLD	
57	29-04-2007	1.60	DRY FLD	
58	29-04-2007	1.60	DRY FLD	
59	29-04-2007	1.60	DRY FLD	
60	29-04-2007	1.60	DRY FLD	
61	29-04-2007	1.60	DRY FLD	
62	29-04-2007	1.60	DRY FLD	
63	29-04-2007	1.60	DRY FLD	
64	29-04-2007	1.60	DRY FLD	
65	29-04-2007	1.60	DRY FLD	
66	29-04-2007	1.60	DRY FLD	
67	29-04-2007	1.60	DRY FLD	
68	29-04-2007	1.60	DRY FLD	
69	29-04-2007	1.60	DRY FLD	
70	29-04-2007	1.60	DRY FLD	
71	29-04-2007	1.60	DRY FLD	
72	29-04-2007	1.60	DRY FLD	
73				

EXHIBIT OF BERRY & CUMMINGS				
No.	STAYING	SHORT	ANC	ROUTING
1	14-29-40	3.97	3.97	91
2	14-29-42	1.14	10.19	91
3	13-15-38	2.94	2.94	91
4	31-20-00	2.05		
5	31-20-00	2.05		
6	18-35-05	5.03	5.03	106
7	14-27-00	14.55	14.55	106
8	14-26-45	8.95	8.95	106
9	15-27-10	5	5	106
10	32-20-25	22.92	22.92	92
11	31-25-05	5.04	5.41	107
12	25-21-12	12.63	12.63	107
13	25-21-12	12.63	12.63	107



BRITAYOT: PLAN OF SUBMISSION OF LOT 1 IN DP 124217

LEG: BLACKTOMIA


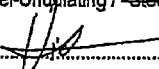
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28/03/2016


DP1236192

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheet(s)	
Registered:  28/03/2019		Office Use Only		Office Use Only	
Title System: TORRENS		DP1236192			
PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171		LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND			
<p align="center">Survey Certificate</p> <p>I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 27th July 2018, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**</p> <p>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 09/08/2018</p> <p>Surveyor Identification No: 8514</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that</p>		<p align="center">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>			
<p align="center">Subdivision Certificate</p> <p>I, <u>ALAN MIDDLEMISS</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Alan Middlemiss</u></p> <p>Accreditation number: <u>N.I.A.</u></p> <p>Consent Authority: <u>BLACKTOWN CITY COUNCIL</u></p> <p>Date of endorsement: <u>5.3.19</u></p> <p>Subdivision Certificate number: <u>SC-18-00185</u></p> <p>File number: <u>DA-15-01643</u></p> <p>*Strike through if inapplicable.</p>		<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1232802</p>			
<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE RUBICON STREET, ESPERANCE STREET, VALE STREET, CAM STREET & BAYSWATER AVENUE TO THE PUBLIC AS PUBLIC ROADS.</p>		<p>Surveyor's Reference: 6844-2</p>			
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>					

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Registered:  28/03/2019		Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171		DP1236192	
Subdivision Certificate number: <u>SC-18-00185</u> Date of Endorsement: <u>5.3.19</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

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


1. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (A)
2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (B)
3. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (C)
4. EASEMENT FOR PADMOUNT SUBSTATION 2.76 WIDE (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. RESTRICTION ON THE USE OF LAND (F)
7. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (G)
8. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (H)
9. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (J)
10. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (K)
11. EASEMENT FOR PADMOUNT SUBSTATION 2.77 WIDE (L)
12. EASEMENT FOR OVERHANG, ACCESS & MAINTENANCE 0.9 WIDE (M)
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. POSITIVE COVENANT (N)
19. RESTRICTON ON THE USE OF LAND (P)
20. POSITIVE COVENANT
21. RESTRICTION ON THE USE OF LAND

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Registered:  28/03/2019

Office Use Only

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DP1236192

PLAN OF

SUBDIVISION OF LOT 1 IN DP 1242171

Subdivision Certificate number: SC 18 - 00185

Date of Endorsement: 5.3.19

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

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


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	40	Bayswater	Avenue	Schofields
2	38	Bayswater	Avenue	Schofields
3	1	Rubicon	Street	Schofields
4	3	Rubicon	Street	Schofields
5	5	Rubicon	Street	Schofields
6	7	Rubicon	Street	Schofields
7	9	Rubicon	Street	Schofields
8	11	Rubicon	Street	Schofields
9	13	Rubicon	Street	Schofields
10	15	Rubicon	Street	Schofields
11	17	Rubicon	Street	Schofields
12	19	Rubicon	Street	Schofields
13	21	Rubicon	Street	Schofields
14	23	Rubicon	Street	Schofields
15	25	Rubicon	Street	Schofields
16	27	Rubicon	Street	Schofields
17	29	Rubicon	Street	Schofields
18	31	Rubicon	Street	Schofields
19	33	Rubicon	Street	Schofields
20	35	Rubicon	Street	Schofields
21	37	Rubicon	Street	Schofields
22	39	Rubicon	Street	Schofields
23	35	Gordon	Road	Schofields
24	37	Gordon	Road	Schofields
25	39	Gordon	Road	Schofields
26	41	Gordon	Road	Schofields

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Registered:  28/03/2019

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DP1236192

PLAN OF
SUBDIVISION OF LOT 1 IN DP 1242171

Subdivision Certificate number: SC-18-00185

Date of Endorsement: 3-3-19

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

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


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
27	38	Esperance	Street	Schofields
28	36	Esperance	Street	Schofields
29	34	Esperance	Street	Schofields
30	32	Esperance	Street	Schofields
31	30	Esperance	Street	Schofields
32	28	Esperance	Street	Schofields
33	26	Esperance	Street	Schofields
34	24	Esperance	Street	Schofields
35	22	Esperance	Street	Schofields
36	20	Esperance	Street	Schofields
37	18	Esperance	Street	Schofields
38	16	Esperance	Street	Schofields
39	14	Esperance	Street	Schofields
40	12	Esperance	Street	Schofields
41	10	Esperance	Street	Schofields
42	8	Esperance	Street	Schofields
43	6	Esperance	Street	Schofields
44	4	Esperance	Street	Schofields
45	1	Esperance	Street	Schofields
46	3	Esperance	Street	Schofields
47	5	Esperance	Street	Schofields
48	7	Esperance	Street	Schofields
49	9	Esperance	Street	Schofields
50	11	Esperance	Street	Schofields
51	13	Esperance	Street	Schofields
52	15	Esperance	Street	Schofields

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only
 Registered:  28/03/2019

PLAN OF
 SUBDIVISION OF LOT 1 IN DP 1242171


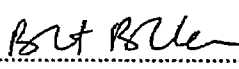
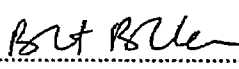
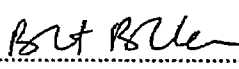
Office Use Only
DP1236192

Subdivision Certificate number: SC-18-00185
 Date of Endorsement: 5.3.19


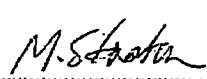
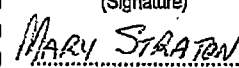

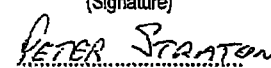
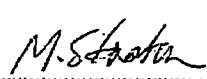
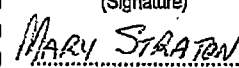

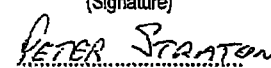
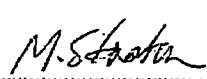
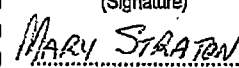

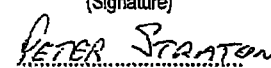
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
53	17	Esperance	Street	Schofields
54	19	Esperance	Street	Schofields
55	21	Esperance	Street	Schofields
56	23	Esperance	Street	Schofields
57	25	Esperance	Street	Schofields
58	27	Esperance	Street	Schofields
59	29	Esperance	Street	Schofields
60	31	Esperance	Street	Schofields
61	33	Esperance	Street	Schofields
62	35	Esperance	Street	Schofields
63	N/A	Unavailable		Schofields

Surveyor's Reference: 6844-2

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 7 sheet(s)				
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered:  28/03/2019</p> <hr/> <p>PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171</p> <hr/> <p>Subdivision Certificate number: <u>SC-18-00185</u> Date of Endorsement: <u>5-3-19</u></p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: large; font-weight: bold; margin-top: 20px;"> DP1236192 </div> <hr/> <p style="font-size: x-small;">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. 			
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> EXECUTED by UPG 22 Pty Limited ACN 607 945 915 in accordance with s127 of the Corporations Act 2001 </td> <td style="width: 10%; text-align: center; vertical-align: middle;">))))) </td> <td style="width: 50%; vertical-align: middle;"> <div style="text-align: center;">  Bhart Bhushan Sole Director/Secretary </div> </td> </tr> </table>		EXECUTED by UPG 22 Pty Limited ACN 607 945 915 in accordance with s127 of the Corporations Act 2001)))))	<div style="text-align: center;">  Bhart Bhushan Sole Director/Secretary </div>
EXECUTED by UPG 22 Pty Limited ACN 607 945 915 in accordance with s127 of the Corporations Act 2001)))))	<div style="text-align: center;">  Bhart Bhushan Sole Director/Secretary </div>		
Surveyor's Reference: 6844-2				

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 7 sheet(s)					
<p>Registered:  28/03/2019</p> <p>PLAN OF SUBDIVISION OF LOT 1 IN DP 1242171</p> <p>Subdivision Certificate number: <u>SC-18-00185</u></p> <p>Date of Endorsement: <u>5-3-19</u></p>	<p style="text-align: center;">Office Use Only</p> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 20px 0;">DP1236192</div> <p style="font-size: 0.8em;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 						
<div style="text-align: center; margin-bottom: 20px;"> <u>Consent of Mortgagee</u> </div> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> <p>EXECUTED by PETCOST PTY LTD ACN 629 753 822 in accordance with s127 of the Corporations Act 2001</p> </td> <td style="width: 10%; text-align: center; vertical-align: middle;">))))) </td> <td style="width: 20%; text-align: center; vertical-align: bottom;">  _____ (Signature)  _____ (Print Name) Director </td> <td style="width: 10%; text-align: center; vertical-align: middle;">))))) </td> <td style="width: 20%; text-align: center; vertical-align: bottom;">  _____ (Signature)  _____ (Print Name) Director/Secretary </td> </tr> </table>			<p>EXECUTED by PETCOST PTY LTD ACN 629 753 822 in accordance with s127 of the Corporations Act 2001</p>)))))	 _____ (Signature)  _____ (Print Name) Director)))))	 _____ (Signature)  _____ (Print Name) Director/Secretary
<p>EXECUTED by PETCOST PTY LTD ACN 629 753 822 in accordance with s127 of the Corporations Act 2001</p>)))))	 _____ (Signature)  _____ (Print Name) Director)))))	 _____ (Signature)  _____ (Print Name) Director/Secretary			
<p>Surveyor's Reference: 6844-2</p>							

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 22 sheets)

Plan:

DP1236192

Full name and address of the owner of the land:

Plan of Subdivision of Lot 1 in DP1242171 covered by Subdivision Certificate No. ~~20181~~ **2018**.....

UPG 22 Pty Ltd
 137 Gilba Road
 GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water Variable Width (A)	63	Blacktown City Council
2	Easement for Drainage of Water Variable Width (B)	63	Blacktown City Council
3	Easement for Drainage of Water 1.5 Wide (C)	1 2 4 5 6 7 8 9 10 11 12 13 14	2-15 inclusive 3-15 inclusive 3 6-15 inclusive 7-15 inclusive 8-15 inclusive 9-15 inclusive 10-15 inclusive 11-15 inclusive 12-15 inclusive 13, 14 & 15 14 & 15 15
4	Easement for Padmount Substation 2.76 Wide (D)	45 & 46	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Restriction on the Use of Land (E)	Part 45 designated (E), Part 46 designated (E), Part 61 designated (E) & Part 62 designated (E)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

APPROVED BY BLACKTOWN CITY COUNCIL


 Authorised Officer

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

Lengths are in metres

(Sheet 2 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
 Subdivision Certificate No.~~20185~~... of ~~2018~~.

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
6	Restriction on the Use of Land (F)	Part 45 (F) designated (X), Part 46 (F) designated (X), Part 61 (F) designated (X) & Part 62 (F) designated (X)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Easement for Drainage of Water 1.5 Wide (G)	45 46 47 48 49 50 51 52 53 54	46-55 inclusive 47-55 inclusive 48-55 inclusive 49-55 inclusive 50-55 inclusive 51-55 inclusive 52-55 inclusive 53, 54 & 55 54 & 55 55
8	Easement for Drainage of Water 1.5 Wide (H)	59	58
9	Easement for Drainage of Water 1.5 Wide (J)	60 61	61 & 62 62
10	Easement for Drainage of Water 1.5 Wide (K)	17 18 19 20 21 22 27	16 16 & 17 16, 17 & 18 16-19 inclusive 16-20 inclusive 16-21 inclusive 16-22 inclusive
11	Easement for Padmount Substation 2.77 Wide (L)	61 & 62	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

APPROVED BY BLACKTOWN CITY COUNCIL

Alan Morrison

 Authorised Officer

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

Lengths are in metres

(Sheet 3 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
 Subdivision Certificate No. ~~90185~~ of 2018

DP1236192

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
12	Easement for Overhang, Access & Maintenance 0.9 Wide (M)	29 30 37 38 41	30 31 36 37 40
13	Restriction on the Use of Land	29, 30, 31, 36, 37, 38, 40 & 41	Blacktown City Council
14	Restriction on the Use of Land	1-62 inclusive	Blacktown City Council
15	Restriction on the Use of Land	63	Blacktown City Council
16	Restriction on the Use of Land	1-62 inclusive	Blacktown City Council
17	Restriction on the Use of Land	1-62 inclusive	Blacktown City Council
18	Positive Covenant (N)	Part 63 (N) designated (B)	Blacktown City Council
19	Restriction on the Use of Land (P)	Part 63 (P) designated (B)	Blacktown City Council
20	Positive Covenant	1-63 inclusive	Blacktown City Council
21	Restriction on the Use of Land	1-63 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



 Authorised Officer

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

Lengths are in metres

(Sheet 4 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ...00185... of 2018.....

PART 2

1. Terms of Easement numbered 4 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.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 5 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. 00185 of 2018

PART 2

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

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

APPROVED BY BLACKTOWN CITY COUNCIL

Alan Morrison
Authorised Officer

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

Lengths are in metres

(Sheet 6 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. 00135 of 2018

DP1236192

PART 2

2. Terms of Restriction on the Use of Land numbered 5 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 5 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

APPROVED BY BLACKTOWN CITY COUNCIL

Alan M. Slamm
Authorized Officer

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

Lengths are in metres

(Sheet 7 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. 00185 of 2018

PART 2

3. Terms of Restriction on the Use of Land numbered 6 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.

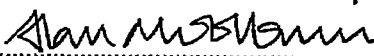
3.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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 6 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 8 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185 of 2018~~

PART 2

4. Terms of Easement numbered 11 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.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 9 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~99185~~ of ~~2018~~.....

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 11 in the plan is
Epsilon Distribution Ministerial Holding Corporation.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 10 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. **00185 of 2018**

PART 2

5. Terms of Easement numbered 12 in the plan

5.1 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 (M) on the plan.

Subject to clause 5.3, 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 benefitted; and
 - ii. Any structure belonging to the owner of the lot benefitted, 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 benefitted 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.

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

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

5.3 In exercising the rights under this clause 5.3, the owner of the lot benefitted must:

- (a) Ensure all work on the lot benefitted 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

APPROVED BY BLACKTOWN CITY COUNCIL


Authorised Officer

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

Lengths are in metres

(Sheet 12 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ...00185... of 2018.....

PART 2

7. Terms of Restriction on the Use of Land numbered 14 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 14 in the plan is **Blacktown City Council**

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

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

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

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

No buildings shall be erected on the lot hereby burdened unless they comply with the requirements in the Salinity Report as prepared by Geotesta Pty Ltd Reference NE382 dated 13/09/18 and also held on Council File: DA-15-01643. A copy of this Report is available to all owners and occupiers of the burdened lot(s).


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

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

The wall of any dwelling erected on the lot burdened, is not to be located within 900mm of the side boundary unless there is a registered maintenance easement on the adjoining property, extending the length of the wall.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 13 of 22 sheets)

Plan:
DP1236192

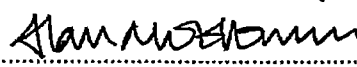
Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~SC185~~ ^{SC185} of ~~2018~~ ²⁰¹⁷

PART 2

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

- 11.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the temporary on-site stormwater system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:
- a. Keep the system clean and free from silt, rubbish and debris.
 - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Stormwater Detention Maintenance Schedule" as prepared by Orion Consulting Engineers on 31/10/2017, and also held on Council File: CC-17-02263. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
 - e. Notify Council after each programmed maintenance inspection.
- 11.2 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 11.1(d) above.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 14 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~90135~~ of ~~2018~~

PART 2

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


- i. Any expense reasonably incurred by it in exercising its powers in subparagraph 11.2(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.

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-02263.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 18 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 15 of 22 sheets)

Plan:
DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00187~~ of 2018

PART 2

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

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

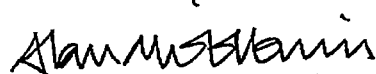
- (a) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
- (b) Make or permit or suffer the making of any alterations or additions to the system.
- (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979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

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-02263.

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

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.....
Authorised Officer

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

Lengths are in metres

(Sheet 16 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~001859F~~ **22B**.....

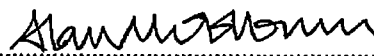
DP1236192

PART 2

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

- 13.1 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 device clean and free from silt, rubbish and debris.
 - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" as prepared by Orion Consulting Engineers on 31/10/2017, and also held on Council File: CC-17-02263. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d. Notify Council after each programmed maintenance inspection.
 - 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 system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 13.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 13.1(e) above.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 17 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00133~~ of ~~2013~~.....

PART 2

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

- i. Any expense reasonably incurred by it in exercising its powers in subparagraph 13.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "the system" means the stormwater quality improvement device constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, 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-17-02263.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 20 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 18 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185 of 2018~~.....

PART 2

14. Terms of Restriction on the Use of Land numbered 21 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 device.
- (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

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

For the purposes of this covenant, "the system" means the stormwater quality improvement device constructed on the land as detailed on the plans approved by Mr Christopher Louis Wehbe of Land Development Certificates Pty Ltd as Construction Certificate No: 14602 on 14/11/2017, 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-17-02263.

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

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easements numbered 1, 2, 3, 7, 8, 9 & 10 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 19 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~2015~~ of ~~2018~~

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



Signature of Delegate

ALAN MIDDLEMISS
Name of Delegate

ACTING MANAGER DEVELOPMENT
Position of Delegate SERVICES

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



Signature of Witness

KATHERINE UHILA
Name of Witness

C/- Blacktown City Council
62 Flushcombe Road
BLACKTOWN NSW 2148
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

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

Lengths are in metres

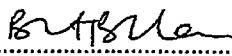
(Sheet 20 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ~~00185 of 2018~~.....

DP1236192

EXECUTED by)
UPG 22 Pty Limited)
ACN 607 945 915)
in accordance with s127 of)
the Corporations Act 2001)


.....
Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

(Sheet 21 of 22 sheets)

Plan:

DP1236192

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No.001.85.02.2018


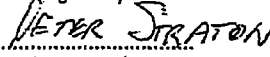
Consent of Mortgagee

EXECUTED by
PETCOST PTY LTD
ACN 629 753 822
in accordance with s127 of
the Corporations Act 2001

)
)
)
)


.....
(Signature)

.....
(Print Name)
Director


.....
(Signature)

.....
(Print Name)
Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

(Sheet 22 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1242171 covered by
Subdivision Certificate No. ...~~20185...2018...~~

DP1236192


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:

Signature of attorney:





Name of witness:

Name and position of attorney:
Helen Smith
Manager Property & Fleet

NATASHA ISSAC

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book 47~~27~~ No. ~~524~~
34 883

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

Endeavour Energy reference:

URS17097

Date of Signature:

13 August 2018.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

REGISTERED



28/03/2019



Applicant Details

Your reference 0249

INFO TRACK
DX 578
SYDNEY

Certificate Details

Certificate no.	PL2020/14089	Fee: \$133.00
Date issued	28 October 2020	Urgency fee: N/A
Receipt no.	ePay Ref 107483	

Property information

Property ID	388122	Land ID	386742
Legal description	LOT 63 DP 1236192		
Address	GORDON ROAD SCHOFIELDS NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

PLANNING CERTIFICATE (Section 10.7(2 & 5))

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

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like. Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

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

Section 10.7(2)

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

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

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

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

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 Other Applicable State Environmental Planning Policies

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

1.4 Proposed State Environmental Planning Policies

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

1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

Blacktown City Council Growth Centre Precincts DCP - Schedule 8 - Riverstone East applies to the subject land.

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3.

Zone RE1 Public Recreation

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

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Business identification signs; Community facilities; Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (indoor);

Recreation facilities (outdoor); Roads; Water recycling facilities; Waterbodies (artificial)

4 Prohibited

Any development not specified in item 2 or 3.

Zone SP2 Infrastructure

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

2 Permitted without consent

Nil

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3.

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

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

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

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

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

3. Complying development

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

4. Coastal protection

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

5. Mine subsidence

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

6. Road widening and road realignment

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

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

7.1 Contaminated Lands Policy and Asbestos Policy Schedule 6

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

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

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

7.2 Other policies on hazard risk restrictions

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

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

7a. Flood related development controls information

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

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the Medium Flood Risk Precinct. The term Medium Flood Risk Precinct is defined as land below the 100-year flood level that is not within a High Flood Risk Precinct. This is land that is not subject to a high hydraulic hazard or where there are no significant evacuation difficulties. Further details are provided in the NSW Government's Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

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

8. Land reserved for acquisition

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

9. Contributions plans

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

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.
Contributions Plan No. 22L - Rouse Hill (Land) applies to the subject land.

Contributions Plan No. 22W - Rouse Hill (Works) applies to the subject land.

9a. Biodiversity certified land

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

10. Biobanking agreements

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

11. Bushfire prone land

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

Bushfire - 100m buffer

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

Not applicable

18. Site verification certificates

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

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

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

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

Section 10.7(5)

The following information is provided under Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*. As per section 10.7(6) of the Act, Council shall not incur any liability in respect of any advice provided in good faith under section 10.7(5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

Planning Instruments and Covenants

The provisions of any covenant, agreement or instrument applying to this land that restrict or prohibit certain development may be inconsistent with the provisions of an environmental planning instrument. In such cases, the provisions of any such covenant, agreement or instrument may be overridden.

Loose-filled Asbestos Insulation

Some residential homes located in the Blacktown Local Government Area may potentially contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information

Biodiversity and Threatened Species Conservation

The land is affected by a tree preservation control under Clause 5.9 of the Blacktown Local Environmental Plan 2015. A person shall not ringbark, cut down, lop, top, remove, injure or wilfully destroy any tree, or cause any tree to be ringbarked, cut down, topped, lopped, injured or wilfully destroyed, except with the consent of the Council.

The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a Regional Environmental Plan, State Environmental Planning Policy or Blacktown Local Environmental Plan 2015, in which case the provisions of any such covenant, agreement or instrument may be overridden.

The *Threatened Species Conservation Act 1995* provides for the conservation of threatened species, populations and ecological communities of animals and plants.

☐

The *Environment Protection and Biodiversity Conservation Act 1999* provides protection for items of national significance. Items of national environmental significance include nationally threatened animal and plant species and ecological communities.

The Act requires a separate Commonwealth approval to be obtained where an action is likely to have significant impacts on items of national environmental significance.

For further information on this matter, please contact the Australian Government's Department of the Environment.

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009

This policy aims to facilitate the increased supply and diversity of affordable rental and social housing in NSW and covers housing types including in-fill affordable housing, along with secondary dwellings (granny flats), boarding houses, group homes, social housing and supportive accommodation. Part 3 of the policy provides for the retention of existing affordable rental housing stock. Development applications to demolish, alter or add, change the use of, or strata subdivide existing low cost rental dwellings may require a contribution towards the provision of alternative affordable housing.

SEPP (Building Sustainability Index: BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

SEPP (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of Codes that allow for certain types of development to be undertaken without the need for council approval as either Exempt Development or approved under a fast track system known as Complying Development, if the relevant standards are met.

SEPP (Sydney Region Growth Centres) 2006

This policy provides for the coordinated release of land for residential, employment and other urban development in the North West Growth Centre, the South West Growth Centre and the Wilton Growth Area. It provides development controls to enable the establishment of vibrant, sustainable and liveable neighbourhoods that provide for community well-being and high quality local amenity.

SEPP (Housing for Seniors or People with a Disability) 2004

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

This policy assists the NSW Government, private infrastructure providers, local councils and the communities they support by simplifying the process for providing infrastructure like hospitals, roads, railways, emergency services, water supply and electricity delivery, while ensuring appropriate levels of environmental assessment and consultation are undertaken. Recent changes introduce new provisions for correctional services, emergency and police services facilities and bushfire hazard reduction, ports and roads infrastructure, including facilities for electric vehicles, and other operational and housekeeping improvements.

SEPP (Miscellaneous Consent Provisions) 2007

This policy contains provisions for the erection of temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm communication links.

SEPP (State Significant Precincts) 2005

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

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

This policy is also known as the Mining SEPP and governs the way that mining, petroleum production and extractive material resource proposals are assessed and developed in NSW.

SEPP No 1 - Development Standards

This policy provides flexibility in the application of development standards and allows Council to approve a development that does not comply with a development standard where it can be shown that the development standard is unreasonable or unnecessary.

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture

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

SEPP No. 32 - Urban Consolidation

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

SEPP No 33 - Hazardous and Offensive Development

This policy applies to development defined as 'potentially hazardous industry' or 'potentially offensive industry'. The policy ensures that in determining whether a development is a hazardous or offensive industry, any measures proposed to be employed to reduce the impact of the development are taken into account.

SEPP No 55 - Remediation of Land

This policy promotes the remediation of contaminated land for the purpose of reducing risk of harm to human health. The policy includes considerations that are relevant in rezoning land and in determining development applications where remediation of land is required.

SEPP No. 62 - Sustainable Aquaculture

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

This policy sets out planning controls for advertising and signage in NSW and requires signage to be compatible with the future character of an area, provide effective communication in suitable locations and be of high quality design and finish. The policy also bans advertisements on parked trailers on roads, road shoulders, footpaths and nature strips, excluding advertising associated with the primary use of the trailer.

SEPP No 65 - Design Quality of Residential Apartment Development

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat developments. A design review panel is not mandatory.

Sydney Regional Environmental Plan No 30 - St Marys

This plan provides the planning framework for the planning and development of land known as Australian Defence Industries (ADI) site at St Marys.

SEPP (Western Sydney Employment Area) 2009

This policy aims to protect and enhance land in the Western Sydney Employment Area for employment purposes and to promote economic development and the creation of employment opportunities in Western Sydney. The policy provides for a coordinated approach to the planning, development and rezoning of land within the Western Sydney Employment Area and includes controls to ensure that development occurs in a logical, environmentally sensitive and cost-effective manner.

SEPP (Western Sydney Parklands) 2009

This policy provides the framework to enable the Western Sydney Parklands Trust to develop the Western Parklands into a multi-use urban parkland to meet a range of community needs and interests, including those that promote health and well-being in the community for Western Sydney.

SEPP (Western Sydney Recreation Area)

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

Authorised by Blacktown City Council
Proforma ID: 867615

End of Certificate



Application: 10112774
Your Ref: 150646

2 April 2019

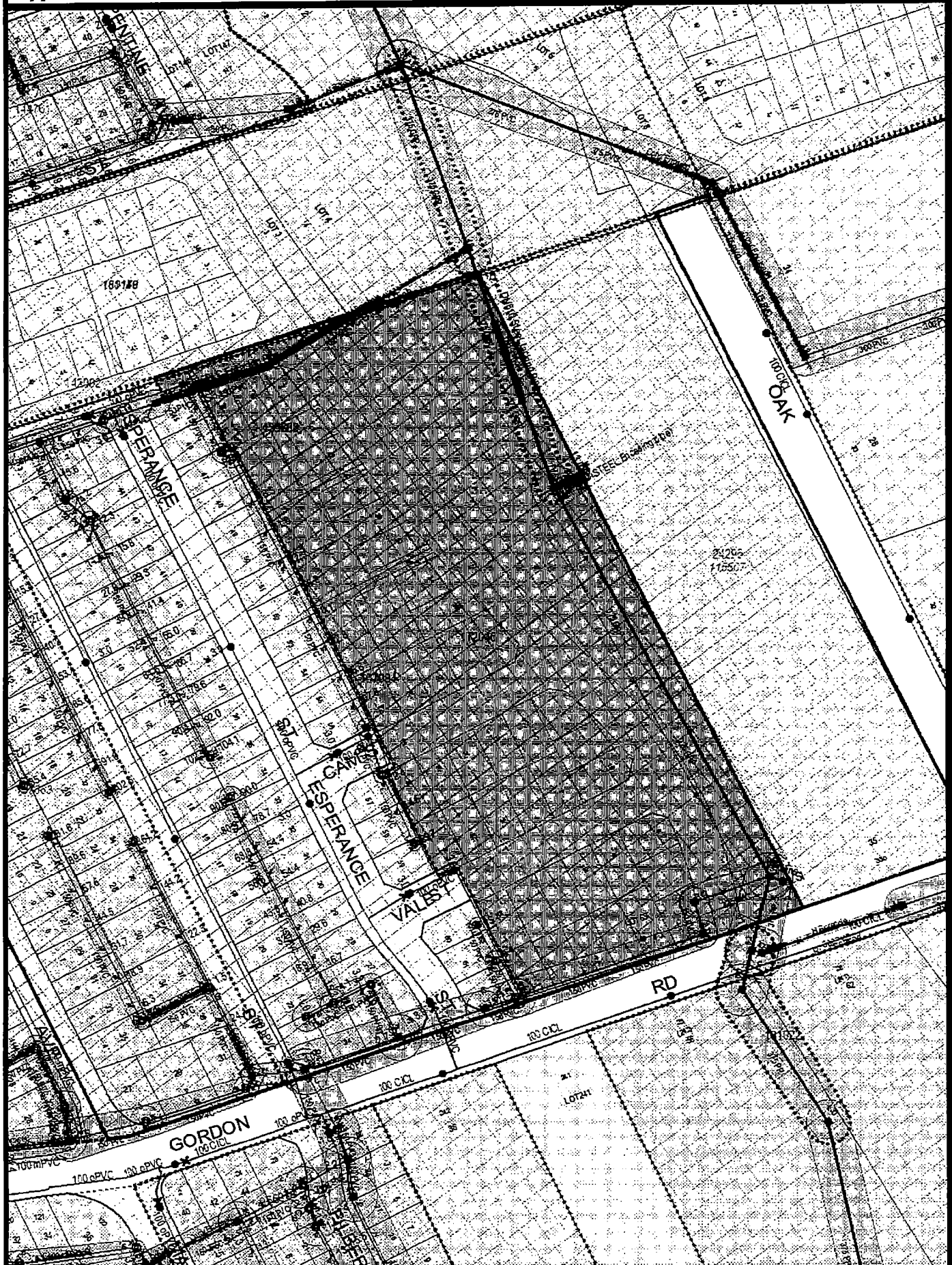
Property details: 45-59 Gordon Rd, SCHOFIELDS 2762
LOT 1 DP 1242171

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.

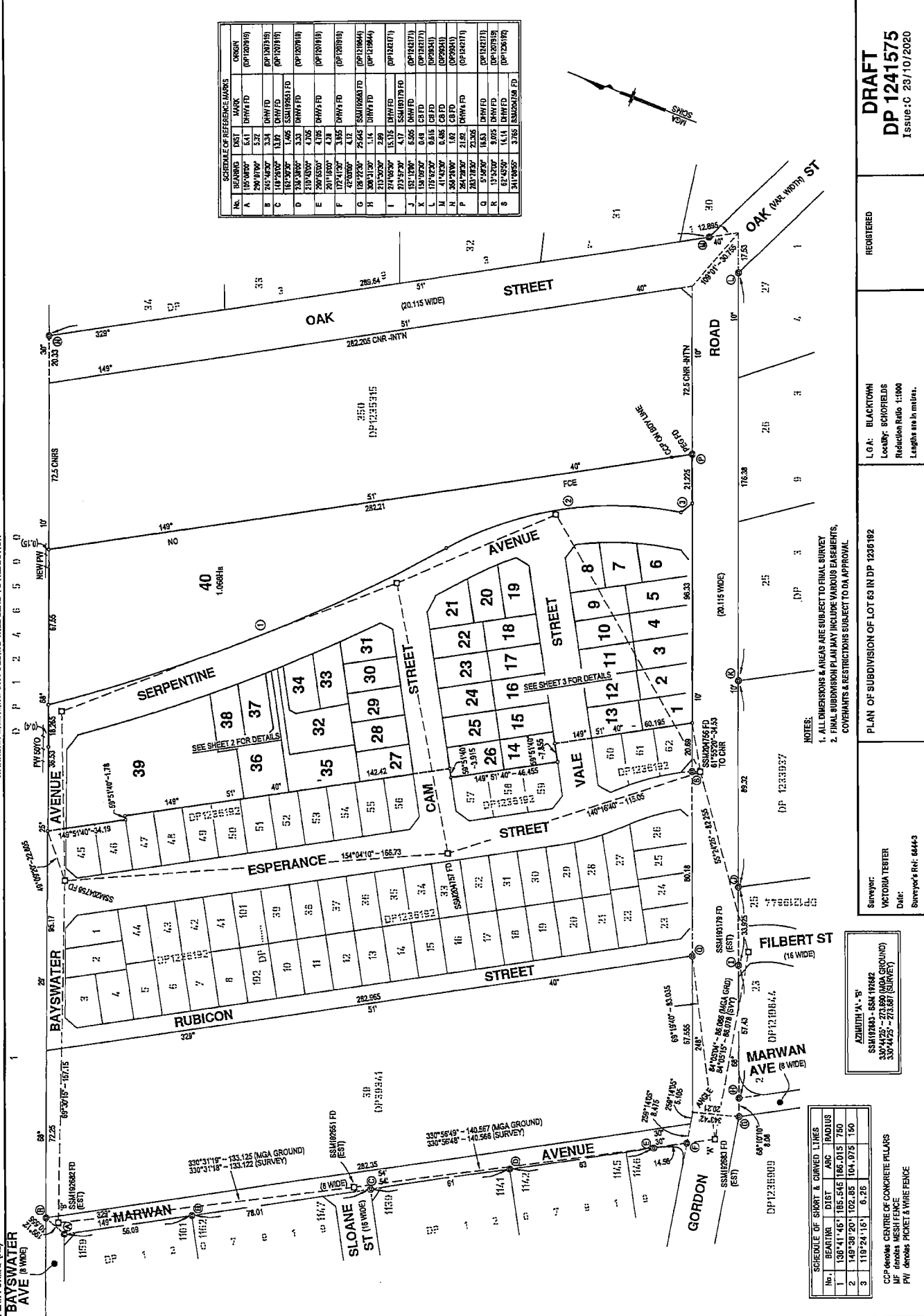
The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



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



SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DIST	MARK
A	10° 00' 00"	6.41	DMH FID
B	26° 52' 00"	5.22	DMH FID
C	26° 52' 00"	3.34	DMH FID
D	14° 50' 00"	3.10	DMH FID
E	10° 00' 00"	4.66	SSM102631 FID
F	210° 00' 00"	3.33	DMH FID
G	210° 00' 00"	4.705	DMH FID
H	200° 00' 00"	4.705	DMH FID
I	201° 00' 00"	4.38	DMH FID
J	172° 11' 30"	3.165	DMH FID
K	42° 00' 00"	4.12	DMH FID
L	108° 22' 30"	25.645	SSM102631 FID
M	200° 00' 00"	2.98	DMH FID
N	213° 00' 00"	1.14	DMH FID
O	274° 00' 00"	15.115	DMH FID
P	273° 00' 00"	4.17	SSM102631 FID
Q	273° 00' 00"	6.35	DMH FID
R	134° 00' 00"	0.48	DMH FID
S	134° 00' 00"	0.48	DMH FID
T	114° 00' 00"	0.48	DMH FID
U	284° 20' 00"	2.192	DMH FID
V	283° 20' 00"	2.305	DMH FID
W	5° 40' 00"	16.53	DMH FID
X	13° 20' 00"	9.055	DMH FID
Y	62° 42' 00"	14.11	DMH FID
Z	341° 00' 00"	3.765	SSM102631 FID

SCHEDULE OF SHORT & CURVED LINES			
NO.	BEARING	DIST	ARC RADIUS
1	130° 41' 45"	185.545	185.015
2	149° 30' 20"	102.35	104.975
3	119° 24' 15"	0.25	

CCP AREAS: CENTRE OF CONCRETE PILLARS
MR: BORDA MESH FENCE
PV: BORDA MESH FENCE

AZIMUTH 'A' - 'B'
SSM102631 - SSM 102632
330° 42' 00" - 273.680 (ADA GROUND)
330° 42' 00" - 273.687 (SURVEY)

- NOTES:
1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY
 2. FINAL SUBDIVISION PLAN MAY INCLUDE VARIOUS EASEMENTS, COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL

PLAN OF SUBDIVISION OF LOT 63 IN DP 1235192

Surveyor:
VICTORIA TENTER

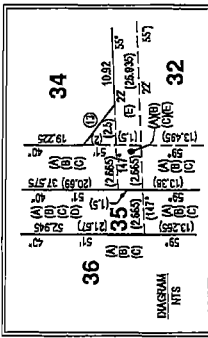
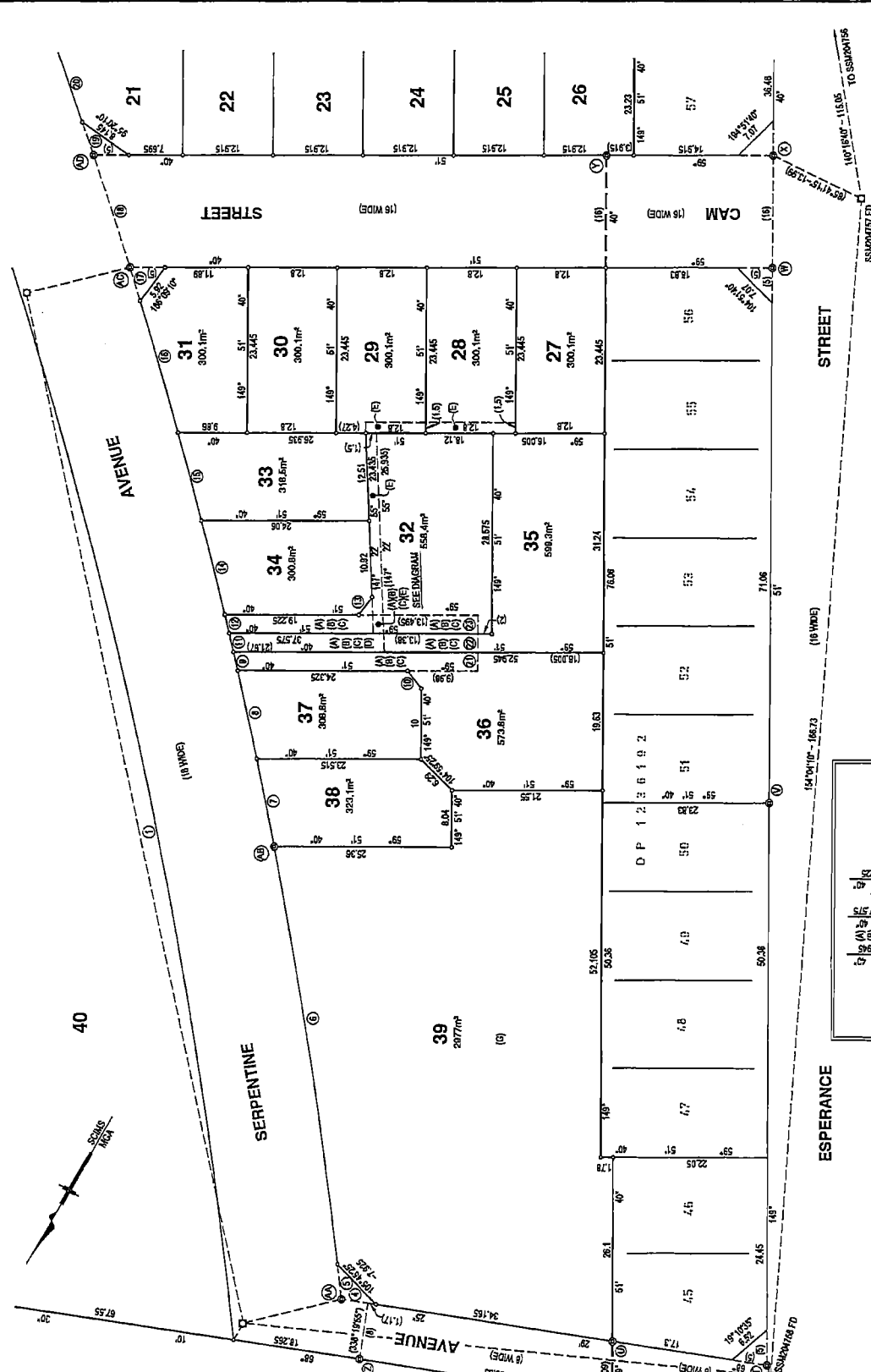
Date:
Surveyor's Ref: 64443

DRAFT
DP 1241575
Issue: C 23/10/2020

REGISTERED

LGA: BLACKTOWN
Locality: SCORPIONS
Reduction Ratio: 1:500
Lengths are in metres.

SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DIST.	MARK
1	345°22'25"	18.56	DHW#1FD
2	349°41'20"	18.18	DHW#2FD
3	114°47'00"	6.25	S&A/2001/08 FD
4	114°47'00"	6.25	DHW#1FD
5	114°47'00"	6.25	DHW#2FD
6	114°47'00"	6.25	DHW#3FD
7	114°47'00"	6.25	DHW#4FD
8	114°47'00"	6.25	DHW#5FD
9	114°47'00"	6.25	DHW#6FD
10	114°47'00"	6.25	DHW#7FD
11	114°47'00"	6.25	DHW#8FD
12	114°47'00"	6.25	DHW#9FD
13	114°47'00"	6.25	DHW#10FD
14	114°47'00"	6.25	DHW#11FD
15	114°47'00"	6.25	DHW#12FD
16	114°47'00"	6.25	DHW#13FD
17	114°47'00"	6.25	DHW#14FD
18	114°47'00"	6.25	DHW#15FD
19	114°47'00"	6.25	DHW#16FD
20	114°47'00"	6.25	DHW#17FD
21	114°47'00"	6.25	DHW#18FD
22	114°47'00"	6.25	DHW#19FD
23	114°47'00"	6.25	DHW#20FD
24	114°47'00"	6.25	DHW#21FD
25	114°47'00"	6.25	DHW#22FD
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48	114°47'00"	6.25	DHW#45FD
49	114°47'00"	6.25	DHW#46FD
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51	114°47'00"	6.25	DHW#48FD
52	114°47'00"	6.25	DHW#49FD
53	114°47'00"	6.25	DHW#50FD
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55	114°47'00"	6.25	DHW#52FD
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76	114°47'00"	6.25	DHW#73FD
77	114°47'00"	6.25	DHW#74FD
78	114°47'00"	6.25	DHW#75FD
79	114°47'00"	6.25	DHW#76FD
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101	114°47'00"	6.25	DHW#98FD
102	114°47'00"	6.25	DHW#99FD
103	114°47'00"	6.25	DHW#100FD



SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DIST.	RADIUS
1	135°41'45"	185.545	185.015
2	135°41'45"	185.545	185.015
3	135°41'45"	185.545	185.015
4	135°41'45"	185.545	185.015
5	135°41'45"	185.545	185.015
6	135°41'45"	185.545	185.015
7	135°41'45"	185.545	185.015
8	135°41'45"	185.545	185.015
9	135°41'45"	185.545	185.015
10	135°41'45"	185.545	185.015
11	135°41'45"	185.545	185.015
12	135°41'45"	185.545	185.015
13	135°41'45"	185.545	185.015

NOTES:
 1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY
 2. FINAL SUBDIVISION PLAN MAY INCLUDE VARIOUS EASEMENTS, COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL
 (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 (B) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 (C) EASEMENT FOR DRAINAGE OF WATER 2.5M WIDE
 (D) EASEMENT FOR DRAINAGE OF WATER 1.5M WIDE
 (E) EASEMENT FOR DRAINAGE OF WATER OVER THE WHOLE OF THE LOT

DRAFT
DP 1241575
 Issue: C 23/10/2020

REGISTERED
 L.O.A.: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:400
 Lengths are in metres.

PLAN OF SUBDIVISION OF LOT 65 IN DP 1235192

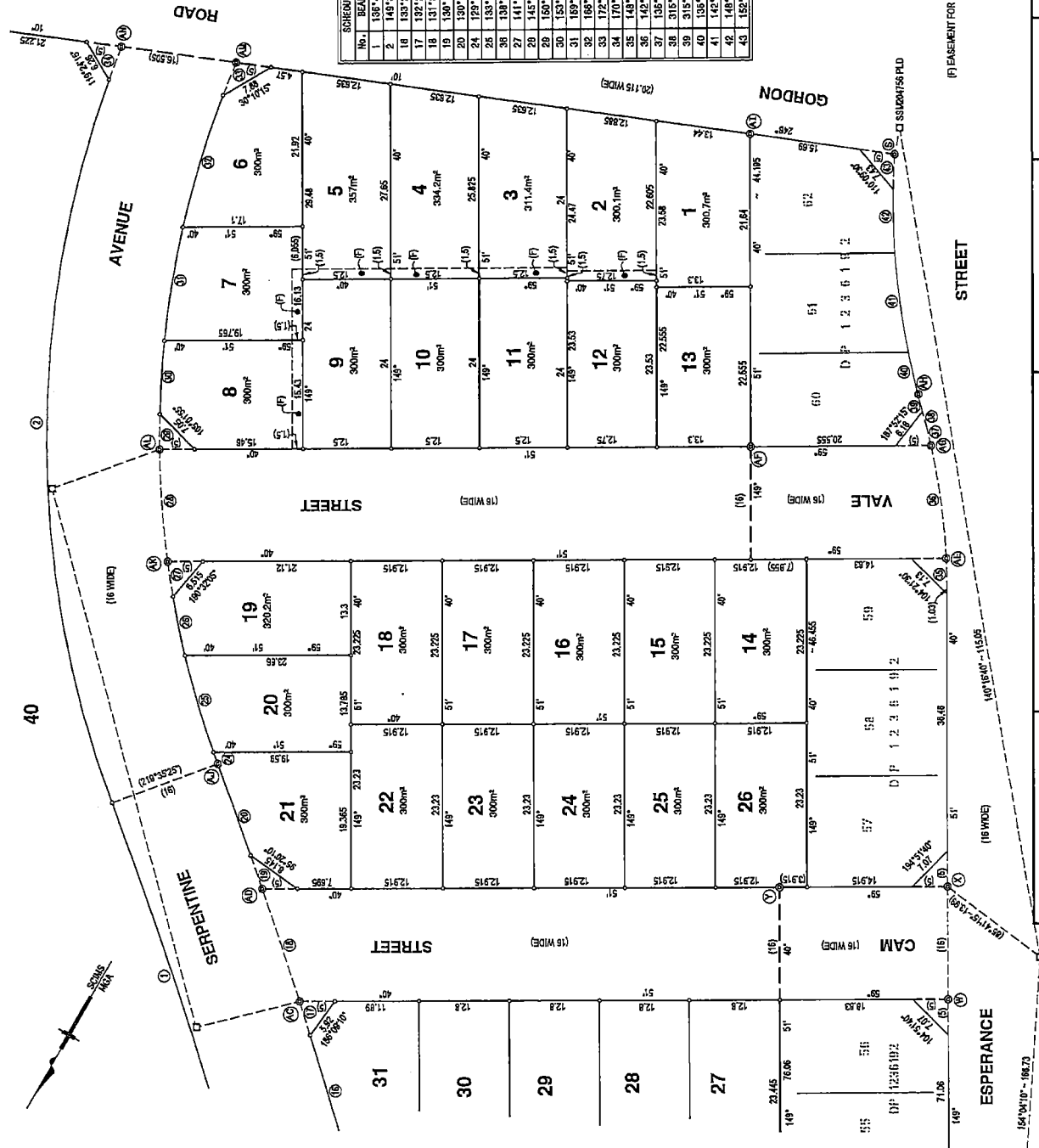
Surveyor:
 VICTORIA TESTER
 Date:
 Surveyor's Ref: 64443

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DIST.	ORIGIN
1	135°41'45"	185.545	186.015 750
2	149°38'20"	102.85	104.575 150
3	133°21'30"	19.475	19.475 766
4	132°26'35"	5	5 766
5	131°37'35"	15.845	16.845 766
6	130°48'35"	5	5 766
7	130°05'20"	13.805	13.805 766
8	129°57'50"	1.75	1.75 134
9	138°24'45"	14.375	14.375 134
10	138°18'45"	6.53	6.53 134
11	141°12'20"	5	5 134
12	145°42'20"	16.04	16.04 134
13	150°12'25"	5	5 134
14	153°30'35"	10.45	10.45 134
15	168°55'10"	19.535	19.535 134
16	172°10'05"	5	5 134
17	170°38'35"	5	5 134
18	148°36'40"	3.97	3.97 91
19	142°16'25"	16.14	16.14 91
20	135°15'35"	2.94	2.94 91
21	135°20'00"	2.06	2.06 91
22	135°20'00"	2.53	2.53 106
23	135°45'15"	5.985	5.985 106
24	143°17'05"	14.235	14.235 106
25	148°22'35"	8.88	8.88 106
26	152°09'10"	5	5 106

SCHEDULE OF SHORT & CURVED LINES			
NO.	BEARING	DIST	ARC RADIUS
1	135°41'45"	185.545	186.015 750
2	149°38'20"	102.85	104.575 150
3	133°21'30"	19.475	19.475 766
4	132°26'35"	5	5 766
5	131°37'35"	15.845	16.845 766
6	130°48'35"	5	5 766
7	130°05'20"	13.805	13.805 766
8	129°57'50"	1.75	1.75 134
9	138°24'45"	14.375	14.375 134
10	138°18'45"	6.53	6.53 134
11	141°12'20"	5	5 134
12	145°42'20"	16.04	16.04 134
13	150°12'25"	5	5 134
14	153°30'35"	10.45	10.45 134
15	168°55'10"	19.535	19.535 134
16	172°10'05"	5	5 134
17	170°38'35"	5	5 134
18	148°36'40"	3.97	3.97 91
19	142°16'25"	16.14	16.14 91
20	135°15'35"	2.94	2.94 91
21	135°20'00"	2.06	2.06 91
22	135°20'00"	2.53	2.53 106
23	135°45'15"	5.985	5.985 106
24	143°17'05"	14.235	14.235 106
25	148°22'35"	8.88	8.88 106
26	152°09'10"	5	5 106



DRAFT
DP 1241575
Issue C 23/10/2020

REGISTERED
L.O.A: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:400
Lengths are in metres.

PLAN OF SUBDIVISION OF LOT 63 IN DP 1236192

Surveyor:
VICTORIA TESTER
Date:
Surveyor's Ref: 644-3

NOTES:
1. ALL DIMENSIONS & AREAS ARE SUBJECT TO FINAL SURVEY
2. FINAL SUBDIVISION PLAN MAY INCLUDE VARIOUS EASEMENTS,
COVENANTS & RESTRICTIONS SUBJECT TO DA APPROVAL

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 13 sheets)

Plan: Plan of Subdivision of Lot 63 in DP1236192 covered by Subdivision Certificate No.

Full name and address of the owner of the land: UPG 22 Pty Ltd
137 Gilba Road
GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Right of Carriageway Variable Width (A)	32 35 36	35 & 36 32 & 36 32 & 35
2	Easement for Drainage of Water Variable Width (B)	32 35 36	35 & 36 32 & 36 32 & 35
3	Easement for Services Variable Width (C)	32 35 36	35 & 36 32 & 36 32 & 35
4	Easement for Drainage of Water 2.655 Wide (D)	35	27, 28, 29 & 32
5	Easement for Drainage of Water 1.5 Wide (E)	28 29 32	27 27 & 28 27, 28 & 29
6	Easement for Drainage of Water 1.5 Wide (F)	2 3 4 5 7 8	1 1 & 2 1, 2 & 3 1-4 inclusive 1-5 inclusive 1-5 inclusive & 7
7	Easement for Drainage of Water Variable Width (G)	39	Blacktown City Council
8	Restriction on the Use of Land	32, 35 & 36	Blacktown City Council
9	Positive Covenant	32, 35 & 36	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 2 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

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
10	Restriction on the Use of Land	36 & 38	Blacktown City Council
11	Restriction on the Use of Land	39	Blacktown City Council
12	Positive Covenant	39	Blacktown City Council
13	Restriction on the Use of Land	39	Blacktown City Council
14	Positive Covenant	39	Blacktown City Council
15	Restriction on the Use of Land	1-40 Inclusive	Blacktown City Council
16	Restriction on the Use of Land	1-40 Inclusive	Blacktown City Council
17	Restriction on the Use of Land	36, 38 & 40	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 3 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 1A

No. of item shown in the intention panel on the plan	Identity of easements to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water Variable Width (DP1236192)	63/1236192	Blacktown City Council
2	Easement for Drainage of Water Variable Width (DP1236192)	63/1236192	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 4 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 2

1. Terms of Right of Carriageway numbered 1 in the plan

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

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

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

Name of Person or Authority whose consent is required to terms of the Right of Carriageway numbered 1 in the plan is **Blacktown City Council**.

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

The lot burdened cannot be developed to increase density unless a Development Application is made that includes an access proposal that meets with the requirements of Blacktown City Council.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 8 is **Blacktown City Council**

3. Terms of Positive Covenant numbered 9 in the plan

The proprietor of the lot(s) hereby burdened or benefited will in respect of the right of carriageway Variable Width designated (A) on the plan:

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

Name of Authority having the power to release vary or modify the terms of Positive covenant numbered 9 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 5 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 2

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

All structural elements within the lots burdened have to be certified by a Chartered Structural Engineer, registered with NER, that the structural design for pier footings adjoining the temporary OSD Basin are founded a minimum of 300mm below the deeper of the underside of the gravel layer of the Bioretention or the footings for the basin retaining wall. The depth of the piers away from the basin boundary will be subject to the zone of influence.

This covenant is only to remain until the regional basin is complete and the temporary OSD basin is decommissioned and filled.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 10 in the plan is **Blacktown City Council**

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

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

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

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

For the purposes of this covenant, "the system" means the temporary on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15791 on/.., including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: SWC-..-.....

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 11 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 6 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 2

6. Terms of Positive Covenant numbered 12 in the plan

- 6.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the temporary on-site detention stormwater system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:
- a. Keep the system clean and free from silt, rubbish and debris.
 - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "Operation and Maintenance Manual" as prepared by on/../..., and also held on Council File: SWC-..... A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
 - e. Notify Council after each programmed maintenance inspection.
- 6.2 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 6.1(d) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 6.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 7 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 2

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

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

For the purposes of this covenant, "the system" means the temporary on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr Christopher Louis Wahbe of Land Development Certificates Pty Ltd as Construction Certificate No: 15791 on/.., including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: SWC-..-.....

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 12 is **Blacktown City Council**

7. Terms of Restriction on the Use of Land numbered 13 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: 15791 on/.., 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: SWC-..-.....

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 8 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 2

8. Terms of Positive Covenant numbered 14 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 the "Operation and Maintenance Manual" as prepared by on/../..., and also held on Council File: SWC-..-..... 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.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 9 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 2

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

- i. Any expense reasonably incurred by it in exercising its powers in subparagraph 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: 15791 on/.., 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: SWC-..-.....

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 14 is **Blacktown City Council**

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

At the issue of subdivision certificate and in perpetuity the entire property of each residential lot shall be managed as an outer protection area (OPA) as outlined within section 4.1.3 and appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones' until such time each residential lot is further developed.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 10 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

PART 2

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

No water, electricity or gas are to be installed unless they are installed to comply with section 4.1.3 of
'Planning for Bush Fire Protection 2006'

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

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

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

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

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easements
numbered 2, 3, 4, 5, 6 & 7 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 11 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

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

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

.....
Signature of Delegate

.....
Signature of Witness

.....
Name of Delegate

.....
Name of Witness

.....
Position of Delegate

.....
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 12 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 13 of 13 sheets)

Plan:

Plan of Subdivision of Lot 63 in DP1236192 covered by
Subdivision Certificate No.

Consent of Mortgagee

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DRAFT</h1>
<p>PLAN OF</p> <p>SUBDIVISION OF LOT 63 IN DP 1236192</p>	<p>LGA: BLACKTOWN</p> <p>Locality: SCHOFIELDS</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on , or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line:</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8514 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation: DP1236192</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE SERPENTINE AVENUE TO THE PUBLIC AS PUBLIC ROAD</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSIONS OF BAYSWATER AVENUE, CAM STREET & VALE STREET TO THE PUBLIC AS PUBLIC ROAD</p>
<p>Surveyor's Reference: 6844-3</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only		Office Use Only	
Registered:		DRAFT	
PLAN OF SUBDIVISION OF LOT 63 IN DP 1236192			
Subdivision Certificate number:		<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.	
Date of Endorsement:			
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE:</p> <ol style="list-style-type: none">1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (A)2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (B)3. EASEMENT FOR SERVICES VARIABLE WIDTH (C)4. EASEMENT FOR DRAINAGE OF WATER 2.655 WIDE (D)5. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (E)6. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (F)7. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (G)8. RESTRICTION ON THE USE OF LAND9. POSITIVE COVENANT10. RESTRICTION ON THE USE OF LAND11. RESTRICTION ON THE USE OF LAND12. POSITIVE COVENANT13. RESTRICTION ON THE USE OF LAND14. POSITIVE COVENANT15. RESTRICTION ON THE USE OF LAND16. RESTRICTION ON THE USE OF LAND17. RESTRICTION ON THE USE OF LAND			
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 6844-3			

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF LOT 63 IN DP 1236192

DRAFT

Subdivision Certificate number:

Date of Endorsement:

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	45	Gordon	Road	Schofields
2	47	Gordon	Road	Schofields
3	49	Gordon	Road	Schofields
4	51	Gordon	Road	Schofields
5	53	Gordon	Road	Schofields
6	55	Gordon	Road	Schofields
7	96	Serpentine	Avenue	Schofields
8	94	Serpentine	Avenue	Schofields
9	3	Vale	Street	Schofields
10	5	Vale	Street	Schofields
11	7	Vale	Street	Schofields
12	9	Vale	Street	Schofields
13	11	Vale	Street	Schofields
14	12	Vale	Street	Schofields
15	10	Vale	Street	Schofields
16	8	Vale	Street	Schofields
17	6	Vale	Street	Schofields
18	4	Vale	Street	Schofields
19	92	Serpentine	Avenue	Schofields
20	90	Serpentine	Avenue	Schofields
21	1	Cam	Street	Schofields
22	3	Cam	Street	Schofields
23	5	Cam	Street	Schofields
24	7	Cam	Street	Schofields
25	9	Cam	Street	Schofields
26	11	Cam	Street	Schofields

Surveyor's Reference: 6844-3

Office Use Only

Office Use Only

Registered:

DRAFT**PLAN OF**

SUBDIVISION OF LOT 63 IN DP 1236192

Subdivision Certificate number:

Date of Endorsement:

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
27	10	Cam	Street	Schofields
28	8	Cam	Street	Schofields
29	6	Cam	Street	Schofields
30	4	Cam	Street	Schofields
31	2	Cam	Street	Schofields
32	80	Serpentine	Avenue	Schofields
33	84	Serpentine	Avenue	Schofields
34	82	Serpentine	Avenue	Schofields
35	78	Serpentine	Avenue	Schofields
36	76	Serpentine	Avenue	Schofields
37	74	Serpentine	Avenue	Schofields
38	72	Serpentine	Avenue	Schofields
39	-	Serpentine	Avenue	Schofields
40	-	Serpentine	Avenue	Schofields

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF LOT 63 IN DP 1236192

Subdivision Certificate number:

Date of Endorsement:

Office Use Only

DRAFT

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Consent of Mortgagee

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF LOT 63 IN DP 1236192

DRAFT

Subdivision Certificate number:

Date of Endorsement:

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

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

EXECUTED by)
UPG 22 Pty Limited)
ACN 607 945 915)
in accordance with s127 of)
the Corporations Act 2001)

.....
Bhart Bhushan
Sole Director/Secretary

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:

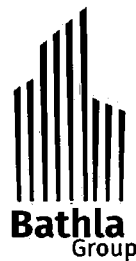
- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute 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.

CALIBRE INCLUSION



INCLUSION LIST

FIXED SITE COSTS

Bulk Earthworks, excavation, leveling and site preparation.	Included
Waffle pod concrete slab as per engineer spec	Included
Concrete piers as specified by the engineer	Included
Concrete pump for Piering and ground floor slab	Included
Connect sewer, water, power and gas services to mains as required	Included
Provide conduit for NBN and telephone connections (IF AVAILABLE)	Included
Temporary all-weather access to cross-over	Included
Provide temporary site security fence to comply with WH & S requirements	Included
Termite Barrier protection to slab penetrations and perimeter	Included
On site temporary toilet	Included
Trade waste compound as required by council	Included
External scaffold and roof rail protection as required	Included

DATE: _____

PURCHASER(S) INITIAL: _____

STATUTORY REQUIREMENTS

Contour and detailed surveys by registered surveyor	Included
Soil test and geotechnical report	Included
Slab design report by structural engineer & certification	Included
Standard Sydney Water Authority Approval fee	Included
Basix report	Included
DA or CDC Application including all plans and applicable fees	Included
Construction Certification inspections, fees, and Long Service Levy Home Owner Warranty	Included
Occupation certificate	Included

BASIX REQUIREMENTS

Allowances for the purpose of complying with the Building Sustainability Index (BASIX) to ensure that new homes meet with the NSW Government's Water and Energy Efficiency targets	Included
Reduced flow water outlets including 4 Star rated shower heads	Included
Provide Dual Flushing Toilet Suites	Included
Provide 5 Star rated tapware	Included
Insulation to external walls of living area and ceiling as per Basix report	Included
Rainwater tank as per Basix requirements (IF required)	Included

DATE: _____

PURCHASER(S) INITIAL: _____

EXTERNAL FEATURES

Precise, Clean and Sturdy Structural timber	Included
Contemporary Pull Handle and lock kit to front entrance door	Included
Colorbond sectional Garage door with 2 remote controls and 1 mounted handset	Included
26 litre, Instantaneous gas hot water System	Included
300 x 300 Tiles to front porch	Included
Powder coated aluminum windows & sliding doors	Included
External garden taps (where applicable)	Included

KITCHEN FEATURES

20mm Stone Benchtop	Included
Polytec finish to Kitchen cabinetry	Included
Feature finger-pull edge to all drawers and doors including soft-close hinges	Included
HAIER 60cm Stainless Steel Oven	Included
HAIER 90cm Stainless Steel Gas Cooktop	Included
HAIER 90cm Stainless Steel Slide-out Rangehood	Included
HAIER 90cm Dishwasher	Included
Designer cutlery drawers and tray. Drawer size subject to floor plan design	Included
Double bowl designer stainless steel Kitchen sink	Included
Kitchen Sink Mixer Tap	Included
Tiled splashback as per design	Included

DATE: _____

PURCHASER (S) INITIAL: _____

INTERNAL FEATURES

Provide 90mm cove to ground and first floor living, Bedrooms, WIR, Powder Room and Laundry areas.
Square set finish to builtin robes and Bathrooms **Included**

Sliding doors to Alfresco area subject to floor plan design **Included**

Wattyl "Endure range" premium paint to walls and ceilings throughout home (3 coat system) **Included**

67mm x 18mm Half splay pine skirting and architraves (paint finish) **Included**

Framed mirrored sliding doors to Wardrobes including three (3) drawers and three (3) internal shelves with hanging rail **Included**

Flush panel doors **Included**

Brushed nickel Lever door furniture with privacy locks to all Bathrooms, Master Bedroom and Powder Room **Included**

Natural gas heating point within house **Included**

MDF internal staircase - paint finish & timber handrails (2 storey designs only) **Included**

Tiles to the entire ground floor excluding garage and bedrooms (where applicable). Builders range of carpet finish First floor and staircase. **Included**

4 White internal shelves to the walk-in pantry and linen cupboards (where applicable) **Included**

DATE: _____

PURCHASER(S) INITIAL: _____

BATHROOM, ENSUITE & POWDERROOM FEATURES

Ceramic tops to wall hung vanity units in all Bathrooms and Ensuite where applicable	Included
Framed shower screens in Main Bathroom & to Ensuite	Included
Square basin mixer, shower set & bath mixer in Bathroom and Ensuite (and powder if applicable)	Included
Adjustable height square shower head	Included
Chrome Finish back to wall toilet suite to all Bathrooms and Powder Room	Included
Chrome finish towel rails to Bathroom & Ensuite (size subject to design)	Included
Towel Ring to Powder Room	Included
Wall hung basin in Powder Room with splashback	Included
Main Bathroom & Ensuite: Provide 2100mm high tiling to shower areas, tiled splashback to vanities. Single row of tiles above bath and skirt tile to remainder of Bathroom	Included
Skirting tile to all side of powder room and laundry	Included
Polished Edge Vanity mirrors to Bathroom & Ensuite only	Included
Exhaust Fan to Bathroom & Ensuite	Included
Chrome floorwaste	Included
Bath tub (If shown on the plan)	Included
Obscured glaze to wet area windows	Included

LAUNDRY FEATURES

Stainless Steel Laundry tub	Included
Splash back tiles to the Laundry tub with Skirting	Included
300mm x 300mm floor tiles	Included
Washing machine taps	Included

DATE: _____

PURCHASER(S) INITIAL: _____

ELECTRICAL FEATURES

Oyster light throughout the house & led downlight in the bathrms & upstairs hallway	Included
Power points and light switches. Double power points throughout with singles to dishwasher, fridge and microwave. Layout as per electrical plan (1 pp in each bedroom, 2 pp in m.bed , kitchen , living & dining)	Included
Earth leakage safety switch with circuit breakers	Included
Hard wired smoke detectors (with battery backup) to Australian Standards	Included
2 Television points, 2 Data points and 2 telephone points throught the house. Layout as per Included in electrical plan	Included
External weatherproof double GPO in Patio (where applicable)	Included
External LED downlight to the front porch ceiling (where applicable)	Included
Split system air-conditioning to living only	Included

ROOFING FEATURES

Concrete roof tiles / Metal roofs (Subject to layout)	Included
Thermoseal sarking to underside to tiled roof and 55mm anticon blanket to underside of metal roofs	Included
Colorbond fascia's and quad gutters (where applicable)	Included
Painted PVC downpipes	Included

OTHER FEATURES

Colour through concrete driveway to the front of the house	Included
Plain concrete cross-over as per local authority requirements	Included
Supply and install Letter box	Included

DATE: _____

PURCHASER(S) INITIAL: _____

LANDSCAPE FEATURES

1.8m height Boundary fencing (Colorbond / Timber as per Council requirements)	Included
Side access gate and fixed panel on other side	Included
All applicable retaining walls	Included
Feature established tree	Included
Feature planting to the front yard (as per landscape plan)	Included
Turf to back yard	Included

WARRANTY

90-day maintenance period	Included
6-year Structural gaurantee	Included
Waterproofing certification	Included

DATE: _____

PURCHASER(S) INITIAL: _____

DISCLAIMER

All prices quoted are inclusive of GST.

WARRANTIES AND GUARANTEES

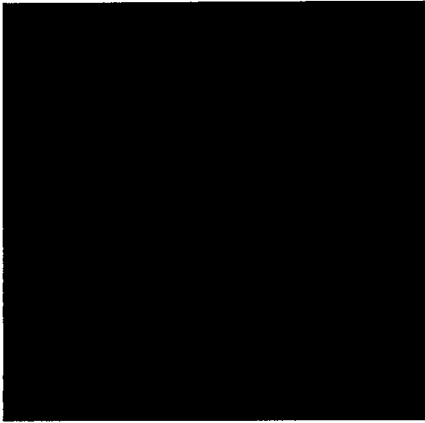
6 Year Structural Guarantee

13 Weeks Warranty Service

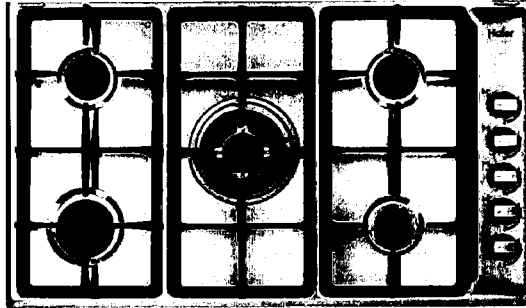
All imagery and photography are used for illustration purposes only and may depict fixtures and features that are not supplied by The Bathla Group unless otherwise specified. These may include items such as furnishing, landscaping, retaining walls, front fencing, letterbox, lighting, blinds, decorative finishes and facade upgrades. Please contact Bathla Group for full listing of inclusions.

Note: The Bathla Group has the right to review Inclusion and Pricing packages at any time and will be subject to all statutory & Development approvals.

Inclusion



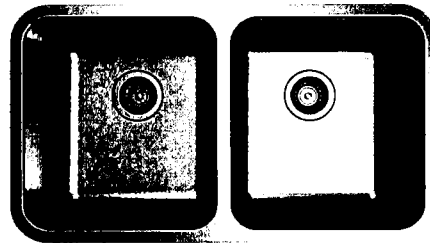
Haier Oven HW060S4LMB2



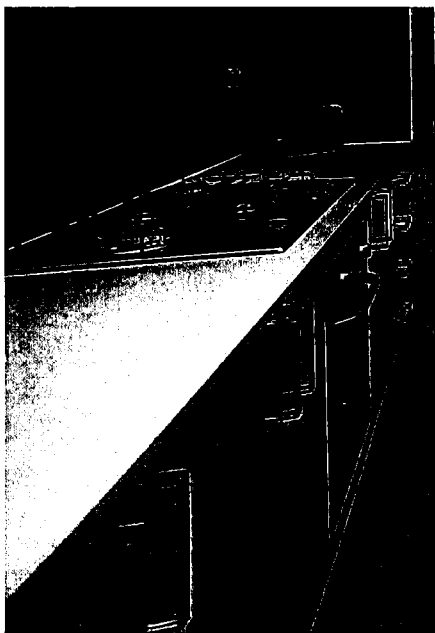
Haier HCG905WFCX1



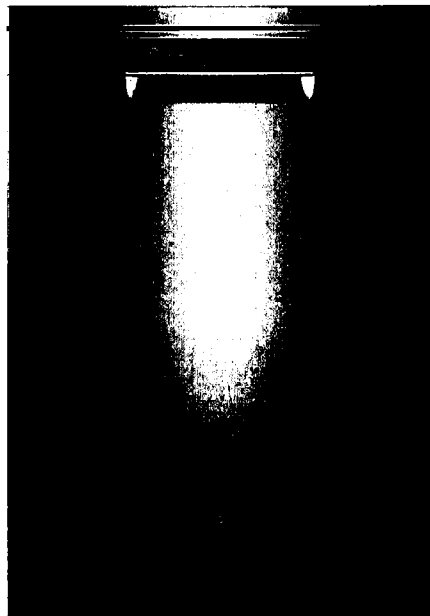
Haier HS90X4



Double bowl Sink

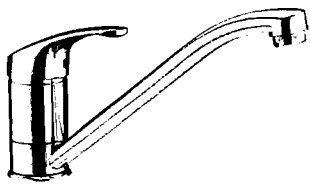


20mm Stone Benchtop

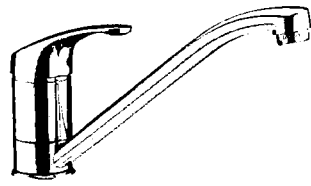


Haier Dishwasher

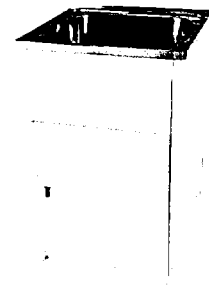
Disclaimer: The Bathla Group reserves the right to amend prices and specifications without prior notice or obligation. The inclusions are current at time of printing but subject to change depending on availability.



Kitchen Mixer



Laundry Mixer



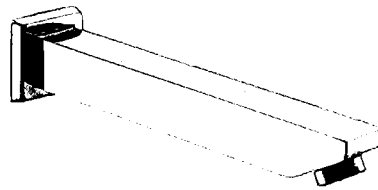
Standard Laundry Tub



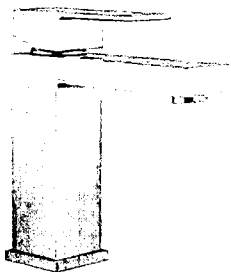
Framed Sliding Wardrobe doors



Square bathtub



Bathtub spout



Bathroom Sink Mixer



Adjustable Height Shower head



Back to wall toilet suite

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