

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>UPG 54 Pty Ltd ACN 619 480 554</b> <b>137 Gilba Road, Girraween, NSW 2145</b>	
vendor's solicitor	<b>Marc Hardman &amp; Associates</b> <b>Level 1, 27 Hunter Street, Parramatta NSW 2150</b> <b>PO Box 227, Parramatta NSW 2124</b>	<b>Phone: 9633 1033</b> <b>Email: karen@hardmanassociates.com.au</b> <b>Fax: 9633 4936</b> <b>Ref: MH:KEH:200150</b>
date for completion	<b>See special condition 6</b>	(clause 15)
land (address, plan details and title reference)	<b>Lot /lot 3, 102-106 Cranbourne Street, Riverstone, New South Wales 2765 also known as</b> <b>Registered Plan: Lot Plan SP 104656</b> <b>Folio Identifier CP/SP104656</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	See Annexure hereto
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

buyer's agent

\_\_\_\_\_  
vendor

**GST AMOUNT (optional)**  
The price includes  
GST of: \$

\_\_\_\_\_  
witness

\_\_\_\_\_  
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

\_\_\_\_\_  
witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgement 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 an **GSTRW payment**  
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name: **Universal Property Group Pty Ltd**Supplier's ABN: **98 078 297 748**

Supplier's GST branch number (if applicable):

Supplier's business address: **137 Gilba Road, Girraween NSW 2145**Supplier's email address: **Bobby@bathla.com.au**Supplier's phone number: **(02) 9636 2465**Supplier's proportion of **GSTRW payment**: **7%****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yesIf "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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input checked="" type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to the off the plan contract
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 27 certificate of compliance <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	<b>Other</b> <input type="checkbox"/> 59

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

Comfort Living Strata Management – PO Box 137 Parramatta NSW 2124 Ph: 9635 5101

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.



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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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



## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties*, or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
    - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
    - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
    - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
    - 16.4 The legal title to the *property* does not pass before completion.
    - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
    - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
  - **Purchaser**
    - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
      - 16.7.1 the price less any:
        - deposit paid;
        - *FRCGW remittance* payable;
        - *GSTRW payment*; and
        - amount payable by the vendor to the purchaser under this contract; and
      - 16.7.2 any other amount payable by the purchaser under this contract.
    - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
    - 16.10 On completion the deposit belongs to the vendor.
  - **Place for completion**
    - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
      - 16.11.1 if a special completion address is stated in this contract - that address; or
      - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
  - 17.2 The vendor does not have to give vacant possession if –
    - 17.2.1 this contract says that the sale is subject to existing tenancies; and
    - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
  - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
  - 18.2 The purchaser must not before completion –
    - 18.2.1 let or part with possession of any of the *property*;
    - 18.2.2 make any change or structural alteration or addition to the *property*; or
    - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
  - 18.3 The purchaser must until completion –
    - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
    - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.



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

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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



- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
  - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
  - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
  - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
    - either *party* serving notice of the event happening;
    - every *party* who has the benefit of the provision serving notice waiving the provision; or
    - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

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



- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

102-106 Cranbourne Street RIVERSTONE NSW 2765

## **SPECIAL CONDITIONS**

### **1. SELLING AGENT.**

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any agent or employee of an agent other than the agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of the agent's commission arising from this Contract other than to any agent herein named as such, then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the Purchaser to the Vendor in addition to the purchase price herein provided for. This special condition of this Contract and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

### **2. NOTICES.**

The parties hereto agree that fourteen (14) days shall be an adequate period for any notice required to be given under or relating to this Contract.

### **3. PURCHASER ENQUIRIES.**

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, as amended, it is hereby agreed and declared that the Purchaser has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract, and the Purchaser acknowledges that he has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract.

### **4. DEATH, MENTAL INCAPACITY.**

Should either party (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the other party may by notice in writing rescind this Contract whereupon the

provisions of clause 19 shall apply, provided that the rescinding party is not otherwise in default under this Contract.

5. **INCLUSIONS.**

Included in this sale of the subject premises are the Inclusions listed on the annexure hereto, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the Inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

6. **COMPLETION DATE.**

The Completion Date is the later of:

- (a) Twenty-eight (28) days from and including the date of this Contract; or
- (b) Fourteen (14) days from and including the date of service of an Occupation Certificate where such certificate is not annexed hereto.

7. **BUILDING DEFECTS WARRANTY**

- 7.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.
- 7.2 If any disagreement arises in connection with special condition 7.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs.
- 7.3 For the purposes of this special condition "Expert" shall mean a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor.
- 7.4 Except in the case of Major Defects (being a fault or faults which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable), the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which



may have appeared in the Property before completion, and is not entitled to delay completion for defects that are other than Major Defects.

8      **RELEASE OF DEPOSIT.**

The Deposit Holder is the vendor's solicitor.

Notwithstanding anything herein contained, the purchasers hereby authorize and directs the vendor's Solicitor or agent to release to the vendor, or as the vendor may direct, the deposit monies.

9      **INCONSISTANCY WITH PRINTED CLAUSES.**

In the event that the Special Conditions contained herein are in any way inconsistent with, or conflict with, the printed provisions of this Contract for sale, then the Special Conditions shall prevail.

10     **COMPLETION**

10.1    If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.

10.2    If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of \$330.00 inclusive GST. The payment of such costs is an essential term of this Contract.

10.3    If the purchaser completes this contract but does not do so on or before the completion date, then upon actual completion:

10.3.1        the purchaser must pay the Vendor interest on:

10.3.1.1      the balance of the price; and

10.3.1.2      any other amount payable by the purchaser to the Vendor under this contract,

from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and

- 10.3.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.
- 10.4 Payment of interest in accordance with this Clause 10 is an essential term of this contract.
- 10.5 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.
- 10.6 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.
- 10.7 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum \$165.00 inclusive of GST.

## **11. COUNCIL RATES, WATER RATES, LAND TAX, INSURANCE PREMIUMS**

- 11.1 **Council Rates-**If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of \$1,500.00 per annum and no regard is to be had to the actual separate assessment if and when it issues.
- 11.2 **Water Rates-** If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not issued, the vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$500.00 per quarter and no regard is to be had to the actual separate assessment if and when it issues.
- 11.3 **Land Tax-** The vendor and purchaser agree that the amount of \$1,200.00 for the Lot shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land before Subdivision, or the Lot.

11.4 **Insurance premiums and Pre-paid maintenance contracts-** Strata Insurance premiums and Pre-paid Maintenance Contracts for the maintenance of bio-filtration basins and storm filters payable in respect of the development of the Property will be out-goings for the purposes of calculating adjustments on settlement.

11.5 The Vendor must, on or before completion, pay or procure the payment of:

- i. any assessment for council rates, and
- ii. any assessment for water and sewerage rates

issued before completion for the Land before subdivision or for the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of rates.

11.6 (a) The Vendor discloses that any assessment of land tax is payable by an instalment arrangement with Revenue NSW and the vendor undertakes to make all instalment payments as they fall due.

(b) The purchaser agrees to accept at completion an undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.

(c) The Purchaser agrees to complete this Contract notwithstanding that the Vendor is unable to provide a clear land tax certificate on or prior to completion.

(c) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 3 of the Conveyancing (Sale of Land) Regulation 2017 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31<sup>st</sup> December in the year immediately before the year of completion.

11.7 Clauses 23.13 and 23.14 are deleted.

## **12 SYDNEY WATER**

12.1 The Purchaser acknowledges that at the date of this Contract an accurate diagram of the Land from the appropriate sewerage authority showing where the Sydney Water sewer will affect the land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out

all times with the approval of Sydney Water and this warranty shall not merge on completion.

12.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with the warranty in clause 12.1.

12.3 Completion is not subject to or conditional upon the Vendor providing any updated diagram from Sydney Water.

### **13. GST**

The purchase price includes GST and the Vendor may not make any additional charge on account of GST.

The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.

The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.

For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

### **14. DEPOSIT**

The Deposit is ten percent (10%) of the Price.

14.1 If the Vendor agrees in writing prior to exchange, or prior to the expiry of any statutory Cooling-Off Period, that it will accept payment of the Deposit by instalments, then:

14.2 the Deposit is payable as to 5% upon exchange, or upon the expiry of any statutory Cooling-Off Period, and the balance of 5% is payable on or before the Completion Date. The provisions of clauses 2.3 and 2.5 continue to apply until the deposit is paid in full.

14.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price".

14.3 Notwithstanding the provisions of the Contract the Vendor will accept on exchange of contracts a bank guarantee or deposit bond for the deposit in the place of cash payment. Such guarantee or deposit bond

must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.

**15. SMOKE ALARM**

15.1 For the purposes of the Conveyancing Act (Sale of Land) Regulation 2005 the Vendor discloses that:

- (a) this contract relates to land on which a building is situated;
- (b) smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 of the Environmental Planning and Assessment Regulation 2000 to be installed in the building;
- (c) the building complies with this requirement.

15.2 The purchaser shall not be entitled to make any objection, requisition or claim for compensation relating to this specific disclosure.

**16. PURCHASER'S REQUISITIONS ON TITLE**

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

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

**17. AMENDMENTS TO PRINTED CONDITIONS**

The Printed Conditions shall be amended in the following manner:

17.1 In Clause 7.1.1. "5%" is replaced with "1%";

17.2 Clause 7.1.3 is replaced with: "the purchaser does not serve notice waiving the claims within five (5) days after that service, and"

17.3 Clause 10.1, line 1 is replaced with:

"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of: "

17.4 Clauses 15, 14.4.2; 16.8, 23.9, 23.13, 23.14 and 28 are deleted;

17.5 the words "plus another 20% of that fee" are deleted from the end of clause 16.5.

## **18. RESCISSION BY THE VENDOR**

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

## **19. TERMINATION BY THE VENDOR**

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

## **20. GUARANTEE FOR CORPORATE BUYER**

In consideration of the Vendor contracting with the corporate Purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

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

\_\_\_\_\_  
Signature

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

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



## STRATA TITLE (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*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

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

**Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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

As far as the Vendor is aware, and apart from anything noted in the Contract, the vendor makes the following replies:

1. Noted
2. No
3. – 5. Not applicable
6. – 7. Noted
8. No
9. At first mortgagee's by appointment
10. No
11. Noted
12. Subject to contract
13. Noted
14. No
15. (a) Yes
  - (b) – (c) No
  - (d) Subject to contract
  - (e) Subject to Contract
16. No
17. Not applicable
- 18.(a) Not applicable
  - (b) – (c) No
19. No
20. No
- 21.- 22 Not applicable
23. No
24. Not applicable
25. To be provided at completion
26. Not agreed, to be provided prior to completion
- 27.- 28. Subject to contract
29. Noted



FOLIO: CP/SP104656

SEARCH DATE	TIME	EDITION NO	DATE
22/11/2022	11:14 AM	1	18/11/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 104656  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RIVERSTONE  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP104656

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 104656  
ADDRESS FOR SERVICE OF DOCUMENTS:  
98 CRANBOURNE STREET,  
RIVERSTONE, NSW, 2765

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP1265649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1265649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1265649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 DP1265649 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1265649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1265649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 SP104656 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

200150

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP104656

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 104656

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 104656							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 204	2	- 185	3	- 195	4	- 195
5	- 195	6	- 195	7	- 195	8	- 206
9	- 206	10	- 195	11	- 195	12	- 195
13	- 195	14	- 195	15	- 195	16	- 195
17	- 195	18	- 195	19	- 189	20	- 189
21	- 204	22	- 220	23	- 220	24	- 220
25	- 216	26	- 187	27	- 208	28	- 191
29	- 219	30	- 198	31	- 182	32	- 200
33	- 219	34	- 200	35	- 180	36	- 185
37	- 187	38	- 180	39	- 178	40	- 178
41	- 208	42	- 208	43	- 189	44	- 187
45	- 200	46	- 202	47	- 178	48	- 178
49	- 203	50	- 183	51	- 183		

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

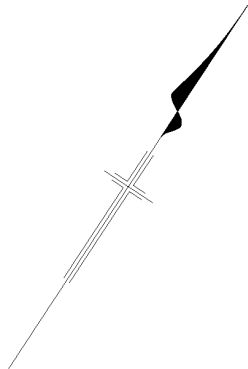
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

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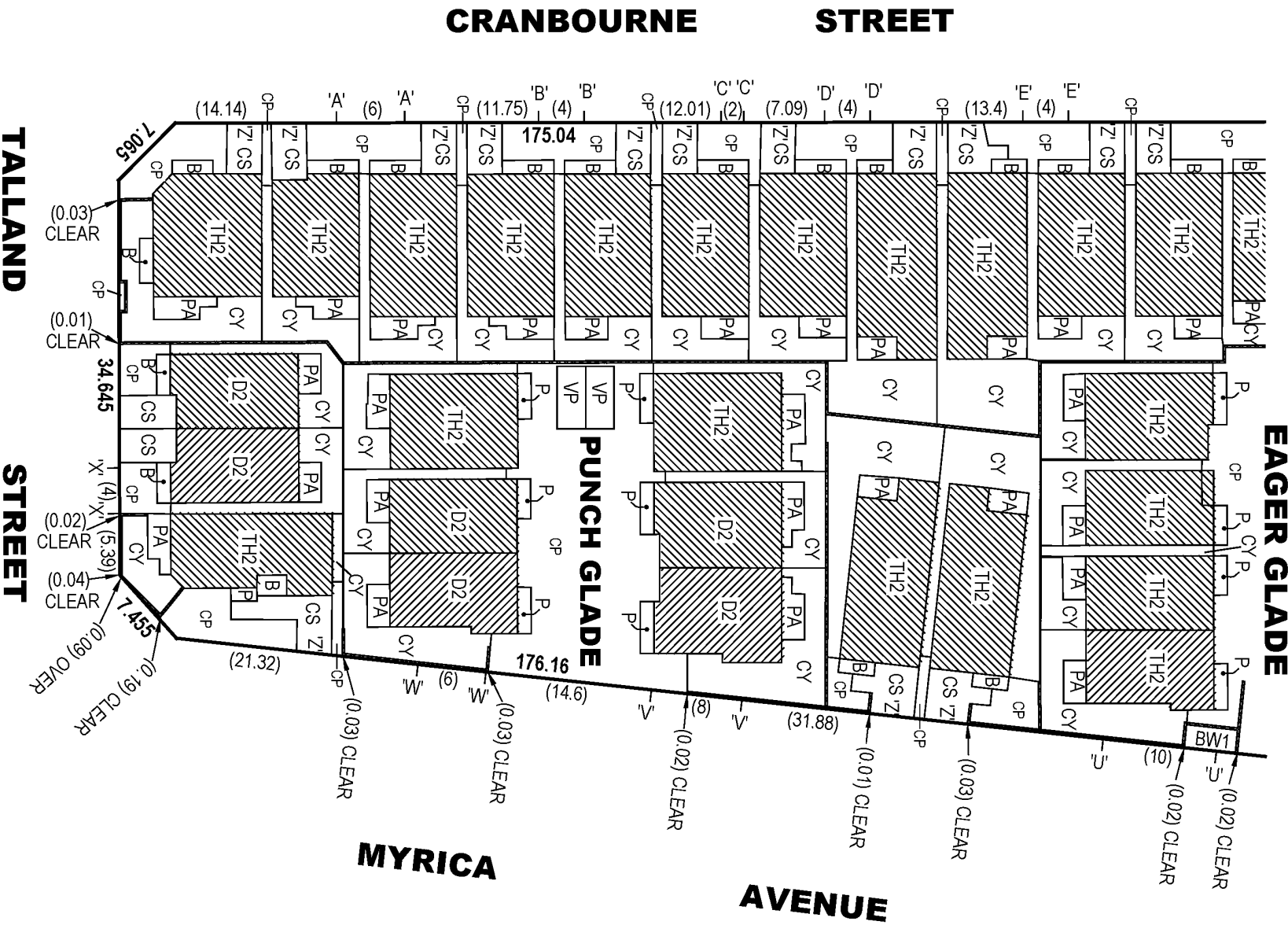


SEE SHEET 2 FOR CONTINUATION



LOCATION PLAN  
SHEET 1 OF 2

98 CRANBOURNE STREET



- 'A'-A' - BIN COLLECTION AREA
- 'B'-B' - BIN COLLECTION AREA
- 'C'-C' - BIN COLLECTION AREA
- 'D'-D' - BIN COLLECTION AREA
- 'E'-E' - BIN COLLECTION AREA
- 'U'-U' - BIN COLLECTION AREA
- 'V'-V' - BIN COLLECTION AREA
- 'W'-W' - BIN COLLECTION AREA
- 'X'-X' - BIN COLLECTION AREA

'BW1' - BULKY WASTE COLLECTION AREA

D2 - TWO STOREY BRICK DUPLEX  
TH2 - TWO STOREY BRICK TOWNHOUSE

LOT BOUNDARIES DENOTED 'Z' ARE  
COINCIDENT WITH PARCEL BOUNDARIES

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

Surveyor:

VICTORIA TESTER

Date: 11-11-2022

Surveyor's Ref: 6632-3

PLAN OF SUBDIVISION OF LOT 3 IN DP1265649

L G A: BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio 1:500

Lengths are in metres.

REGISTERED

18/11/2022

SP104656



SP104656

**RIGHT ANGLE**

**PROLONGATION OF FACE OF STRUCTURE**

**C - VISIBLE CORNER OF WALL**

THE STRUTTIUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.

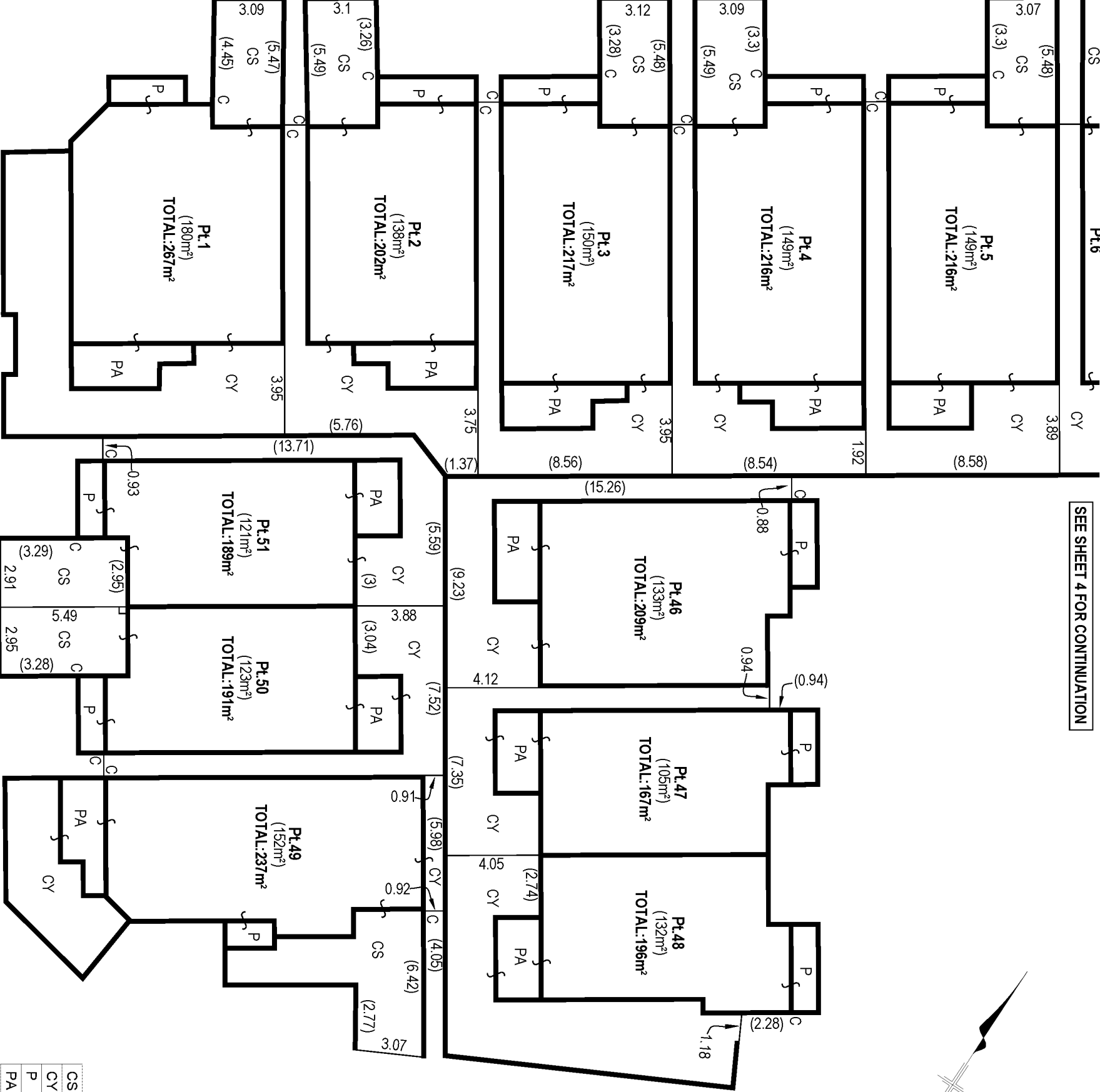
THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY  
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor's Ref: 6632-3

**Lengths are in metres.**

18/11/2022

SP104656



CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

GROUND FLOOR  
SHEET 2 OF 4

PROLONGATION OF FACE OF STRUCTURE  
C - VISIBLE CORNER OF WALL

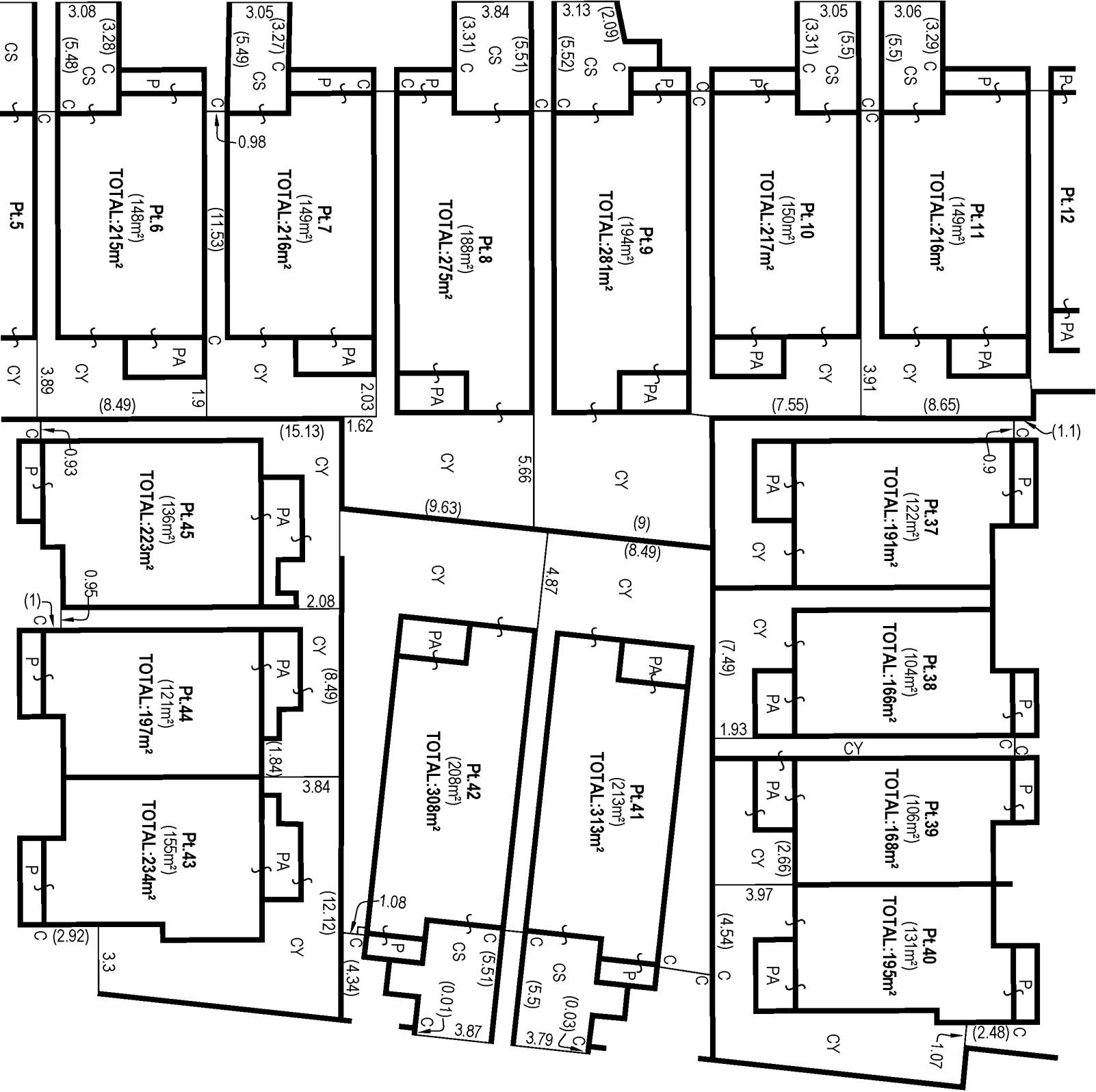
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015



SEE SHEET 3 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor:

VICTORIA TESTER

Date: 11-11-2022

Surveyor's Ref: 6632-3

PLAN OF SUBDIVISION OF LOT 3 IN DP1265649

REGISTERED

L G A: BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio: 1:250

Lengths are in metres.

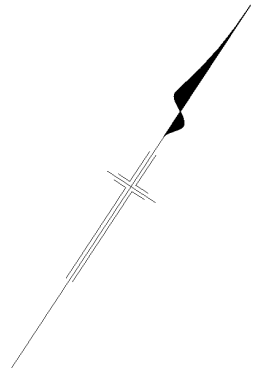


18/11/2022

SP104656

GROUND FLOOR

SHEET 3 OF 4



- RIGHT ANGLE
- PROLONGATION OF FACE OF STRUCTURE
- C - VISIBLE CORNER OF WALL

NOTES:-

THE STRATUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015



CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor:

VICTORIA TESTER

Date: 11-11-2022

Surveyor's Ref: 6632-3

PLAN OF SUBDIVISION OF LOT 3 IN DP1265649

L G A: BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED

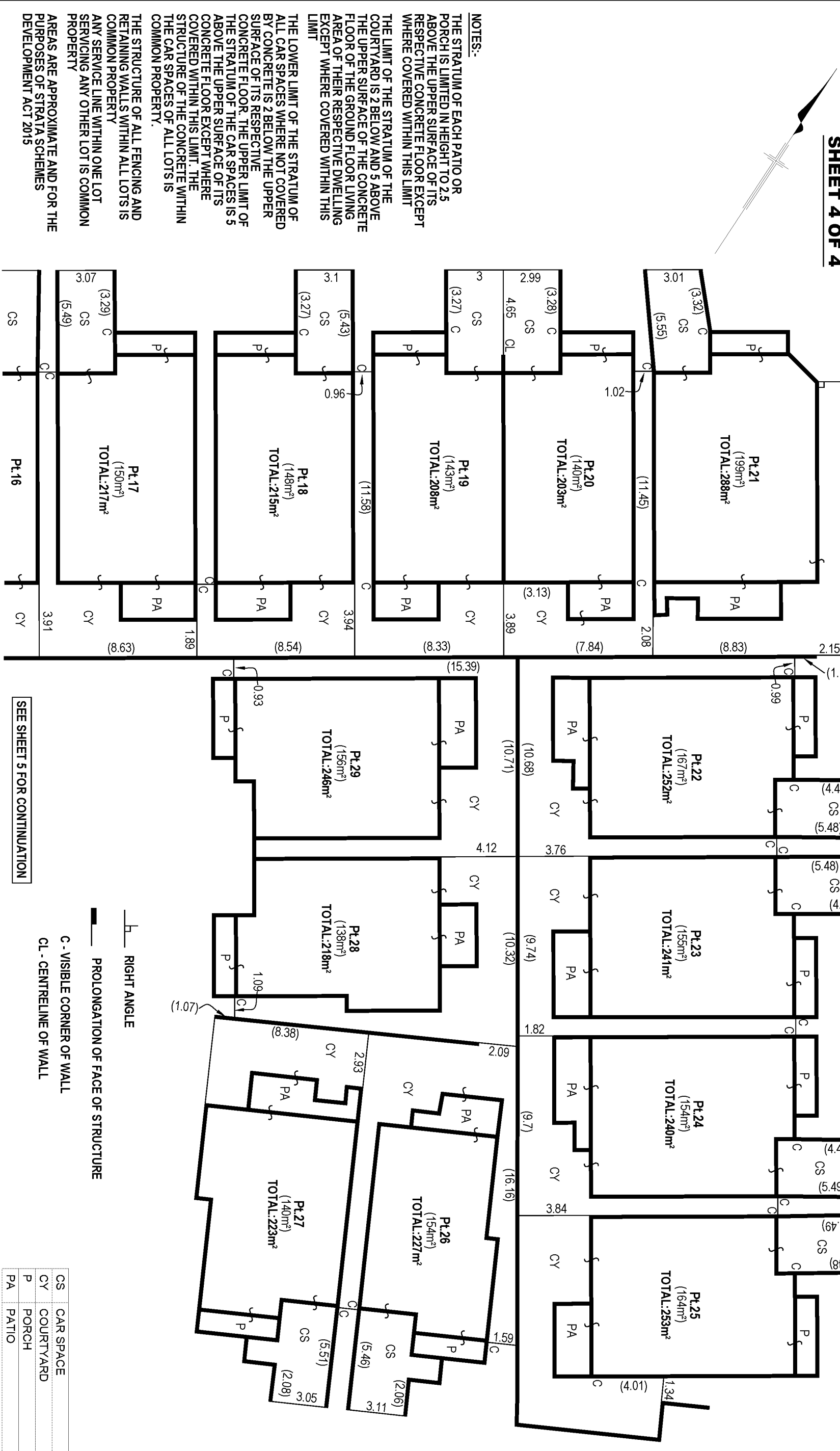
18/11/2022

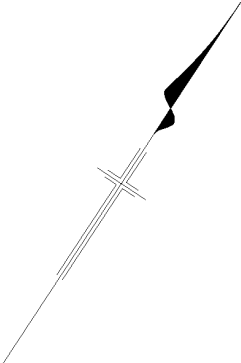
SP104656



GROUND FLOOR

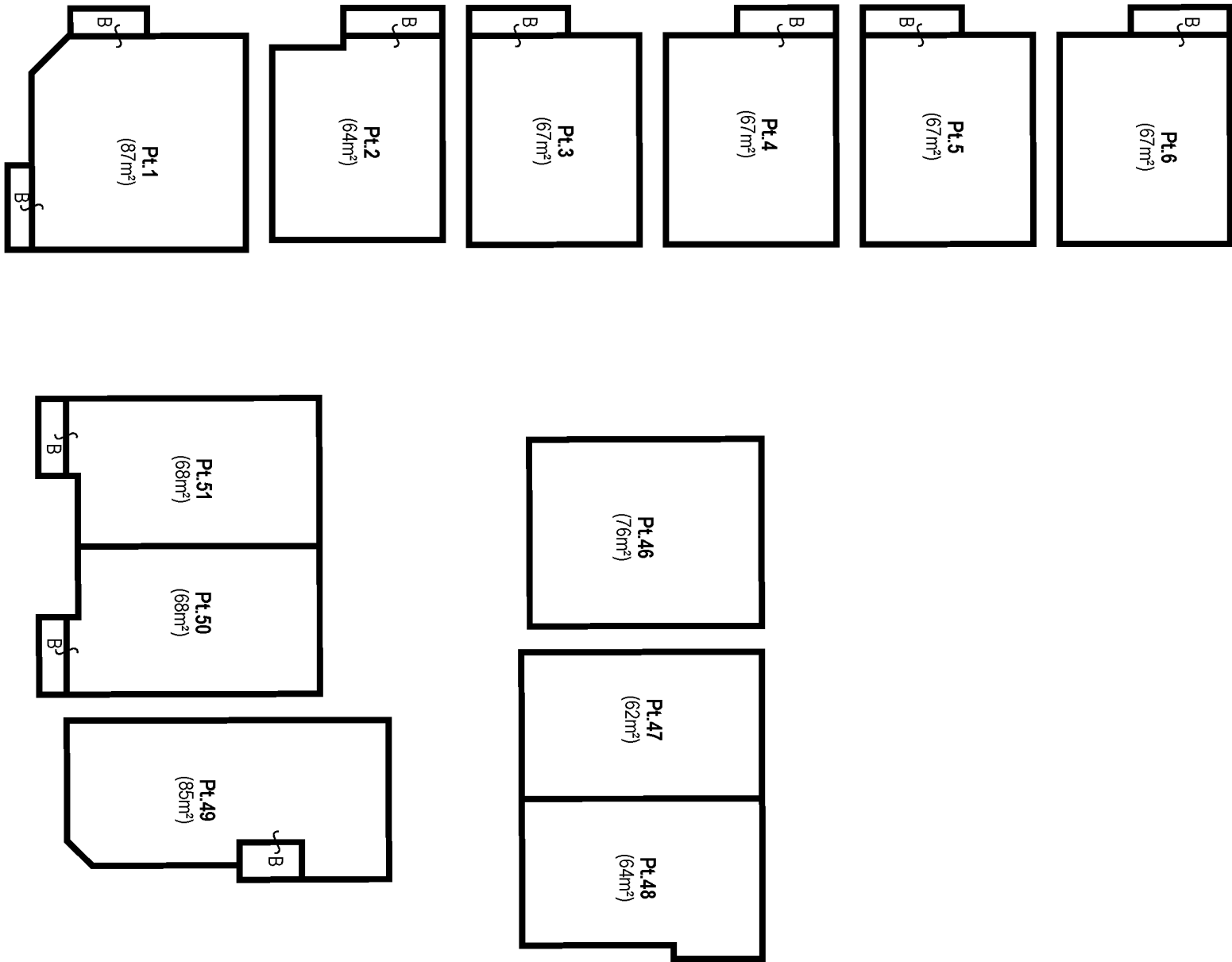
SHEET 4 OF 4





FIRST FLOOR  
SHEET 1 OF 4

SEE SHEET 8 FOR CONTINUATION

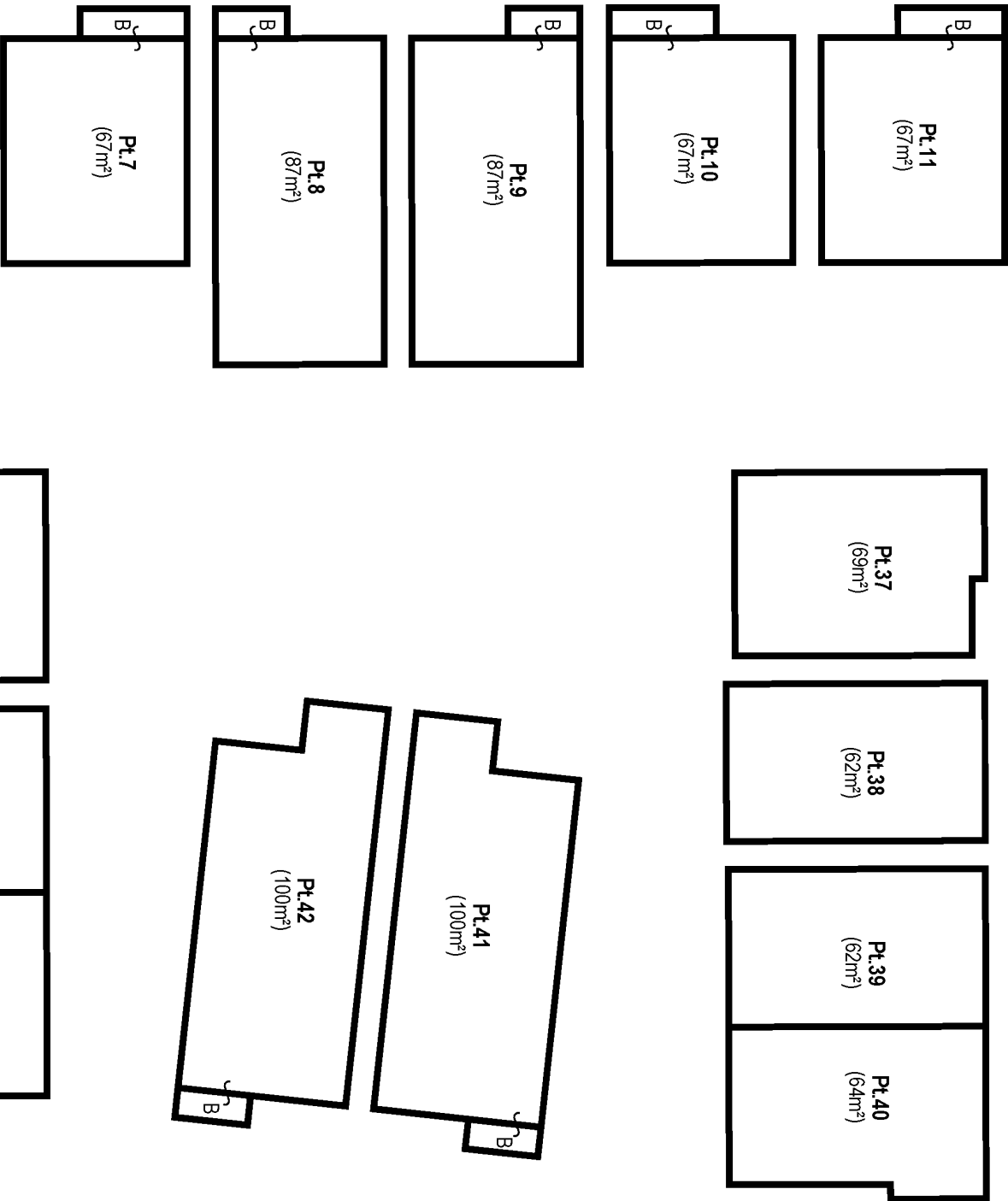


NOTES:-  
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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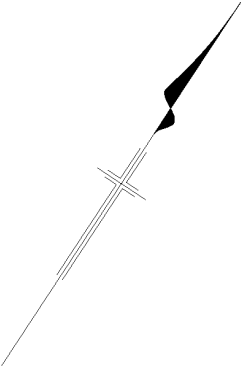
Surveyor: VICTORIA TESTER Date: 11-11-2022 Surveyor's Ref: 6632-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1265649	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP104656
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B BALCONY

FIRST FLOOR  
SHEET 2 OF 4



SEE SHEET 9 FOR CONTINUATION



NOTES:-

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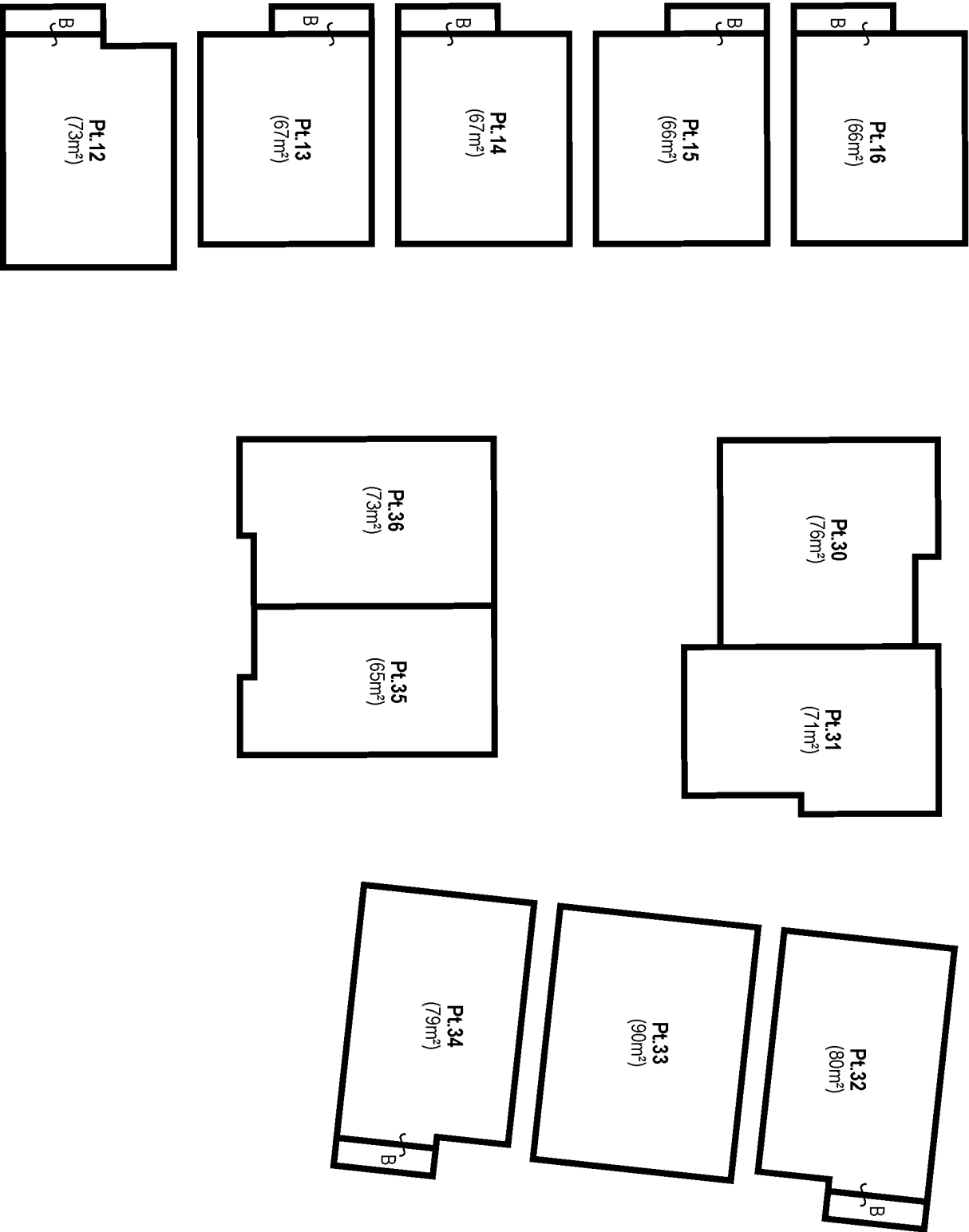
SEE SHEET 7 FOR CONTINUATION

B BALCONY

Surveyor: VICTORIA TESTER Date: 11-11-2022 Surveyor's Ref: 6632-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1265649	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP104656
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FIRST FLOOR  
SHEET 3 OF 4



SEE SHEET 10 FOR CONTINUATION

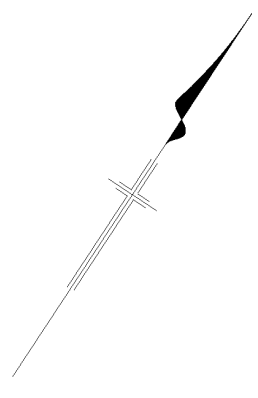
NOTES:-

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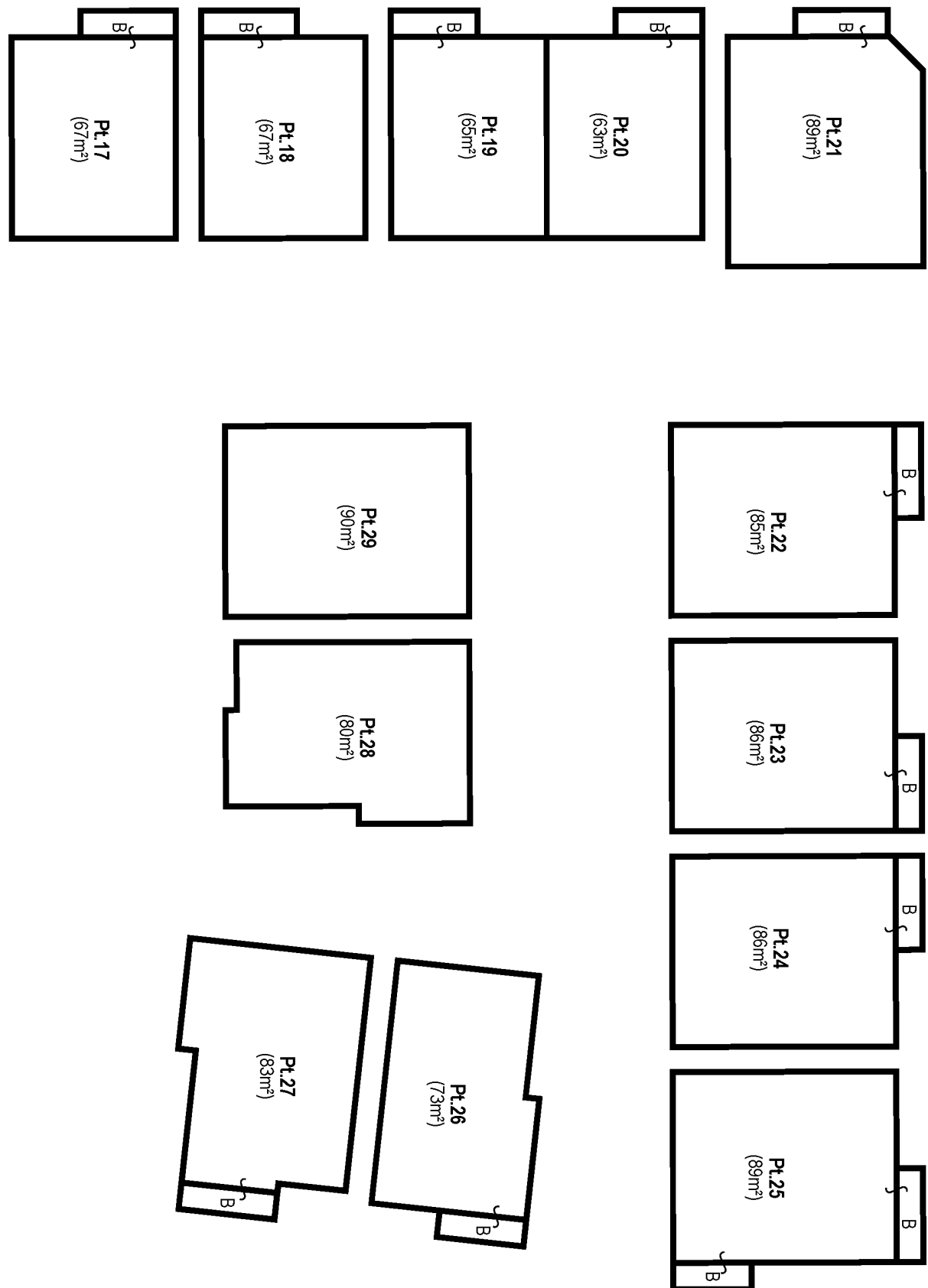
SEE SHEET 8 FOR CONTINUATION

B BALCONY

Surveyor: VICTORIA TESTER Date: 11-11-2022 Surveyor's Ref: 6632-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1265649	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP104656
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FIRST FLOOR  
SHEET 4 OF 4





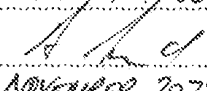
NOTES:-


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SEE SHEET 9 FOR CONTINUATION


Surveyor: VICTORIA TESTER Date: 11-11-2022 Surveyor's Ref: 6632-3	PLAN OF SUBDIVISION OF LOT 3 IN DP1265649	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP104656
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B BALCONY


SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheets
<div>Registered:  18/11/2022</div>		Office Use Only	Office Use Only <h1>SP104656</h1>
<b>PLAN OF SUBDIVISION OF:</b> LOT 3 IN DP1265649		LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND	
This is a freehold Strata Scheme			
<b>Address for Service of Documents</b>  98 Cranbourne Street RIVERSTONE NSW 2765  Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option *A/*B</del> <del>Smoke penetration: Option *A/*B</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.	
<b>Surveyor's Certificate</b>  I, VICTORIA TESTER of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. <del>*The building encroaches on:</del> <del>*(a) a public place</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>  Signature:  Date: 11-11-2022 Surveyor ID: SU008514 Surveyor's Reference: 6632-3  <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>		<b>Strata Certificate (Registered Certifier)</b>  I Andrew Symonds being a Registered Certifier, registration number BDC 1837, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> <del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del> <del>*(c) This certificate is given on the condition contained in the relevant planning approval that let(e) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: 17087 Relevant Planning Approval No.: CAC 17086 issued by: ANDREW SYMONDS Signature:  Date: 18 NOVEMBER 2022  <small>^ Insert lot numbers of proposed utility lots.</small>	
<small>* Strike through if inapplicable</small>			

SP FORM 3.07 (2019)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 8 sheet(s)																																																		
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<b>VALUER'S CERTIFICATE</b>																																																				
<p>I, Paul Michael Woodbury ..... of woodburyAU .....</p> <p>being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:</p> <p>Professional Body: Australian Property Institute.....</p> <p>Class of membership: Fellow (FAPI).....</p> <p>Membership number: 68091.....</p> <p>certify that the unit entitlements shown in the schedule herewith were apportioned on 17 November 2022 ..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015</p> <p>Signature: <u>P M Woodbury</u> ..... Date <u>17 November 2022</u> .....</p> <p>* Full name, valuer company name or company address</p>																																																				
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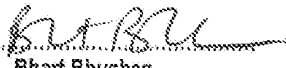
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SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 8 sheets
Registered:  18/11/2022	Office Use Only	Office Use Only
<b>SP104656</b>		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE:</p> <p>1. POSITIVE COVENANT</p>		
Surveyor's Reference: 6632-3		



SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 7 of 8 sheets
Registered:  18/11/2022	Office Use Only	Office Use Only
<b>SP104656</b>		
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<p>EXECUTED by UPG 54 Pty Limited ACN 619 480 554 in accordance with s127 of the Corporations Act 2001</p> <p>) ) ) ) )</p> <p> <b>Bhart Bhushan</b> Sole Director/Secretary</p>		
Surveyor's Reference: 6632-3		



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE  
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES  
DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 1 of 6 sheets)

Plan: **SP104656**

Plan of subdivision of Lot 3 in DP1265649

covered by Strata Certificate No. 17067 dated 18/11/2022

Full name and address of the  
owner of the land:

UPG 54 Pty Ltd  
137 Gilba Road  
GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	1-51 inclusive & CP	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

  
Authorised Officer

Lengths are in metres

(Sheet 2 of 6 sheets)

Plan:

**SP104656**

Plan of subdivision of Lot 3 in DP1265649

covered by Strata Certificate No. *77067 dated 18/11/2012*

PART 2

1. Terms of Positive Covenant numbered 1 in the plan

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

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

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

Bin Collection Area	Lots Burdened
'A'-A'	1 - 3
'B'-B'	4 & 5
'C'-C'	6
'D'-D'	7 & 8
'E'-E'	9 & 10
'F'-F'	11 & 12
'G'-G'	13 & 14
'H'-H'	15 & 16
'I'-I'	17
'J'-J'	18 & 19
'K'-K'	20
'L'-L'	21
'M'-M'	22

APPROVED BY BLACKTOWN CITY COUNCIL

  
 Authorised Officer

Lengths are in metres

(Sheet 3 of 6 sheets)

Plan:

**SP104656**

Plan of subdivision of Lot 3 in DP1265649

covered by Strata Certificate No. *17007* dated *16/1/2022*

PART 2

Bin Collection Area	Lots Burdened
'N'-N'	23 & 24
'O'-O'	25
'P'-P'	26
'Q'-Q'	27, 28 & 29
'R'-R'	30, 31 & 32
'S'-S'	33
'T'-T'	34, 35 & 36
'U'-U'	37 - 41
'V'-V'	42 - 45
'W'-W'	47, 48 & 49
'X'-X'	50 & 51

Bulky Waste Collection Area	Lots Burdened
BW1	1 - 13 & 37-51
BW2	14 - 36

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

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Authorised Officer

Lengths are in metres

(Sheet 4 of 6 sheets)

Plan:

**SP104656**

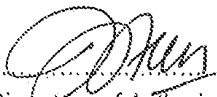
Plan of subdivision of Lot 3 in DP1265649

covered by Strata Certificate No. 17287 dated 18/11/2022

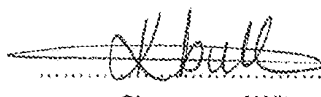
PART 2

The Blacktown City Council by its  
authorised officer 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 Authorised Officer



Signature of Witness

Judith Portelli

Name of Authorised Officer

Kristy-lee Bulloch

Name of Witness

C/- Blacktown City Council

62 Flushcombe Road

BLACKTOWN NSW 2148

Manager Development Assessment

Position of Authorised Officer

Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

Lengths are in metres

(Sheet 5 of 6 sheets)

Plan:

Plan of subdivision of Lot 3 in DP1265648

covered by Strata Certificate No. ....17087. dated 18/11/2022

**SP104656**

PART 2

EXECUTED by  
UPG 54 Pty Limited  
ACN 619 480 554  
in accordance with s127 of  
the Corporations Act 2001

)  
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)  
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)

  
Bhart Bhushan  
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

Lengths are in metres

(Sheet 6 of 6 sheets)

Plan:

**SP104656**

Plan of subdivision of Lot 3 in DP1265649

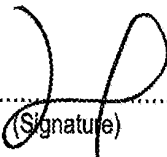
covered by Strata Certificate No. ....17087 dated 18/11/2022

**PART 2**

Consent of Mortgagee

EXECUTED by  
Alceon Finance Pty Limited  
ACN 159 670 158  
in accordance with s127 of  
the Corporations Act 2001

)  
)  
)  
)  
)

  
.....  
(Signature)  
Trevor Loewensohn  
.....  
(Print Name)  
Director

  
.....  
(Signature)  
Melanie Hedges  
.....  
(Print Name)  
Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL


.....  
Authorised Officer

REGISTERED:




18/11/2022



Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 1 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:	 18/11/2022	<b>SP104656</b>


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

**98 Cranbourne Street  
RIVERSTONE 2765**


Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 2 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:  18/11/2022		<b>SP104656</b>

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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 3 of 21 sheet(s)
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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 4 of 21 sheet(s)
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## 1. Purpose of the by-laws

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

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

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

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

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


## 3. Common Property Rights by-laws

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

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

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 5 of 21 sheet(s)
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### **3.3 Occupiers may exercise rights**

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

### **3.4 Repairing damage**

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

### **3.5 Indemnities**

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


### **3.6 Additional insurances**

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

## **4. Requirements if you lease your lot**

If you lease or license your lot, you must:

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 6 of 21 sheet(s)
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## 5. Vehicles

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

## 6. Changes to common property

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

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

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

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


The owner of a lot must:

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

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

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

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

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## 8. Obstruction of common property

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

## 9. Keeping of Animals

### 9.1 Subject to this by-law:

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


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

### 9.2 When will you need consent?

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

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

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

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

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

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

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

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

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

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

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


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

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

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

#### **9.8 Your responsibilities**



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You are responsible for:

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


### **9.9 Your visitors**

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

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

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 10 of 21 sheet(s)
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## 10.Noise


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

## 11.Behaviour of owners, occupiers and invitees

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

## 12.Children playing on common property

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

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### 13. Smoke penetration

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

### 14. Preservation of fire safety


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

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

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

### 16. Appearance of lot

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

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### 17. Cleaning windows and doors


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

### 18. Hanging out of washing

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

### 19. Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
  - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

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6. An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
7. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
8. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
9. In this by-law:  
**'bin'** includes any receptacle for waste.  
**'waste'** includes garbage and recyclable material.

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

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

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

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


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## 22. Responsibility of maintenance, repair or replacement


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

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

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


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


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




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9. Windows	<div>a) windows in common property walls, including window furniture, sash cord and window seal</div> <div>b) insect-screens, other than those installed by an owner after the registration of the strata plan</div> <div>c) original lock or other lock if subsequently replacement by the owners corporation</div>
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## 22.2 Lot owner responsibilities for maintenance, repair or replacement

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

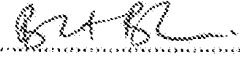
Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 19 of 21 sheet(s)
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<b>6. General</b>	<ul style="list-style-type: none"> <li>a) internal (non-common property) walls</li> <li>b) paintwork inside the lot ( including ceiling and entrance door)</li> <li>c) built in wardrobes, cupboards, shelving</li> <li>d) dishwasher</li> <li>e) stove</li> <li>f) washing machine and clothes dryer</li> <li>g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>h) internal doors (including door furniture</li> <li>i) skirting and architraves on non-common property walls</li> <li>j) tiles and associated waterproofing affixed to non-common property walls</li> <li>k) letterbox within a lot</li> <li>l) pavers installed within the lot's boundaries</li> <li>m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>a) garage door remote controller</li> <li>b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>c) sink, laundry tub and hand basin</li> <li>d) toilet bowl and cistern</li> <li>e) bath</li> <li>f) shower screen</li> <li>g) bathroom cabinet and mirror</li> <li>h) taps and any associated hardware</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>b) locks additional to the original (or any lock replaced by an owner)</li> <li>c) window lock keys</li> </ul>

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Registered:  18/11/2022	<b>SP104656</b>	

**23. Signatures Page**

EXECUTED by  
UPG 54 Pty Limited  
ACN 819 480 554  
in accordance with s127 of  
the Corporations Act 2001

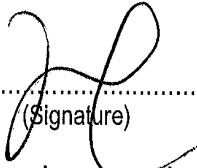
  
Bhart Bhushan  
Sole Director/Secretary

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 21 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:  18/11/2022	<b>SP104656</b>	

Consent of Mortgage

EXECUTED by  
Alceon Finance Pty Limited  
ACN 159 670 158  
in accordance with s127 of  
the Corporations Act 2001

)  
)  
)  
)  
)

  
.....  
(Signature)  
Trevor Loewensohn  
.....  
(Print Name)  
Director

  
.....  
(Signature)  
Melanie Hedges  
.....  
(Print Name)  
Director/Secretary

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
 PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF  
 RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED  
 TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT  
 1919.**

(Sheet 1 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
 DP1241242 covered by Subdivision  
 Certificate No. **SC-19-00155**  
 of **22-04-2020**

**Full Name and Address of the  
 owner of the Land:**

UPG 54 Pty Ltd of  
 102-106 Cranbourne Street  
 RIVERSTONE NSW 2765

**PART 1**

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the use of land	1,2,3	Blacktown City Council
2	Restriction on the use of land	3	Blacktown City Council
3	Positive Covenant	3	Blacktown City Council
4	Restriction on the use of land	3	Blacktown City Council
5	Positive Covenant	3	Blacktown City Council
6	Restriction on the use of land	1,2,3	Blacktown City Council
7	Restriction on the use of land	1,2,3	Blacktown City Council
8	Easement for Padmount Substation 2.75 wide (B)	1 & 3	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
9	Restriction on the Use of Land (C)	Part Lot 1 Part Lot 3	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
10	Restriction on the Use of Land (D)	Part Lot 1 Part Lot 3	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

Approved by

  
 Name

on behalf of  
**Blacktown City Council**

**Judith Portelli**  
 Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
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ACT 1919.

(Sheet 2 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. SC-19-00155  
of 22.04.2020

**PART 2**

**1. Terms of restriction on the use of land numbered 1 in the plan:**

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 7.11 Contributions.

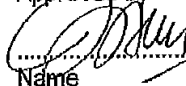
**2. Terms of restriction on the use of land numbered 2 in the plan**

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.

Approved by



Name

on behalf of

**Blacktown City Council**

**Judith Portelli**

Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF  
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(Sheet 3 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. SC-19-00155  
of 22.04.2020

**PART 2 (CONT)**

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15173 on 13/12/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No.CC-18-2179.

**3. Terms of positive covenant numbered 3 in the plan**

1. 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:
  - 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 Detention Maintenance Schedule" as prepared by Orion Consulting Engineers on 01 /07 /2019 a copy of which is held on Council File No. CC-18-2179. A copy of this Schedule 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.

Approved by

  
.....  
Name

on behalf of  
Blacktown City Council

Judith Portelli.....  
Authorised Person



ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
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(Sheet 4 of 15 sheets)

Plan:

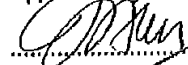
**DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. SC-19-00155  
of **22.04.2020**

**PART 2 (CONT)**

- (d) Notify Council after each programmed maintenance inspection. Provide to the Prescribed Authority each year on or before 1 September an Annual Maintenance Report ("Report") outlining all maintenance undertaken on the Device in accordance with the Maintenance Schedule or Industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.
  - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
2. 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 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 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



Name

on behalf of

**Blacktown City Council**

Judith Portelli

Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
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(Sheet 5 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. **SC-19-00155**  
of **22.04.2020**

**PART2 (CONT)**

- ii. Legal costs on an indemnity basis for issues 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.

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.

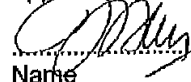
For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15173 on 13/12/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No. CC-18-2179.

**4. Terms of restriction on the use of land numbered 4 in the plan**

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

1. Do any act, matter or thing which would prevent the device from operation in a safe and efficient manner.
2. Make or permit or suffer the making of any alternations or additions to the device

Approved by



Name  
on behalf of  
**Blacktown City Council**

**Judith Portelli**  
Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
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(Sheet 6 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
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Subdivision Certificate No. SC-19-00155  
of 22.04.2020

**PART 2 (CONT)**

3. 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 purpose of this restriction "the device" means the stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15173 on 13/12/2018 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-18-2179.

**5. Terms of positive covenant numbered 5 in the plan**

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 and/or installed on the burdened lot(s), that they will:
- (a) Keep the device 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 "Maintenance Schedule" prepared by Orion Consulting Engineers on 01/07/2019, a copy of which is held on Council File No. CC-18-2179. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

Approved by



Name

on behalf of

**Blacktown City Council**

Judith Portelli

Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
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(Sheet 7 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
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of 22.04.2020

**PART2 (CONT)**

- (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 device, for compliance with the requirements of this covenant.
  - (d) Notify Council after each programmed maintenance inspection. Provide to the Prescribed Authority each year on or before 1 September an Annual Maintenance Report ("Report") outlining all maintenance undertaken on the Device in accordance with the Maintenance Schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.
  - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
2. 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 1(e) above.

Approved by

  
Name

on behalf of  
**Blacktown City Council**

Judith Portelli  
Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF  
RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT 1919.

(Sheet 8 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. **SC-19-00155**  
of **22.04.2020**

**PART 2 (CONT)**

- (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 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.
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 stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.15173 on 13/12/2018 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-18-2179.

Approved by

  
.....  
Name

on behalf of  
**Blacktown City Council**

**Judith Portelli**  
.....  
Authorised Person

ePlan

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ACT 1919.

(Sheet 9 of 15 sheets)

Plan:

**DP1265649**

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Subdivision Certificate No. **SC-19-00155**  
of **22-04-2020**

**PART 2 (CONT)**

**6. Terms of restriction on the use of land numbered 6 in the plan:**

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the salinity recommendations from the report prepared by Geotesta Pty Ltd Report No.NE512.1 dated 5<sup>th</sup> June 2019.

**7. Terms of restriction on the use of land numbered 7 in the plan:**

No building 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 Restrictions firstly, secondly, fourthly, fifthly and sixthly referred to and the Positive Covenants thirdly and fifthly referred to is: **Blacktown City Council.**

**8. Terms of easement for padmount substation (B) 2.75 wide numbered 8 in the plan:**

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release vary or modify the easement for padmount substation eighthly referred to is: **Epsilon Distribution Ministerial Holding Corporation**

Approved by

.....  
Name

on behalf of

**Blacktown City Council**

.....  
**Judith Portelli**

Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
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ACT 1919.

(Sheet 10 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
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Subdivision Certificate No. **SC-19-00155**  
of **22.04.2020**

**PART 2 (CONT)**

**9. Terms of restriction on the use of land (C) numbered 9 in the plan:**

**1.0 Definitions:**

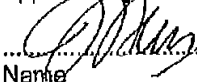
- 1.1 120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 erect** Includes construct, install, build and maintain.
- 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.

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

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

**3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.**

Approved by

  
.....  
Name

on behalf of  
**Blacktown City Council**

**Judith Portelli**  
.....  
Authorised Person

ePlan

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ACT 1919.

(Sheet 11 of 15 sheets)

Plan:

**DP1265649**

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Subdivision Certificate No. SC-19-00155  
of 22.04.2020

PART 2 (CONT)

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

- 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.
- 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.

10. Terms of restriction on the use of land (D) numbered 10 in the plan:

1. Definitions:

- 1.1 **erect** includes construct, install, build and maintain.
- 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.
2. No swimming pool or spa shall be erected or permitted to remain within the restriction site.

Approved by

.....  
Name

on behalf of  
Blacktown City Council

.....Judith Portelli.....  
Authorised Person



ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF  
RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT 1919.

(Sheet 12 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. **SC-19-00155**  
of **22.04.2020**

**PART 2 (CONT)**

**3. Lessee of Epsilon Distribution Ministerial Holding Corporation's**  
**Distribution System**

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

Name of Authority having the power to release vary or modify the restriction ninthly and tenthly referred to is: **Epsilon Distribution Ministerial Holding Corporation**

Approved by

  
Name

on behalf of  
**Blacktown City Council**

**Judith Portelli**  
Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF  
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(Sheet 13 of 15 sheets)

Plan: **DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. SC-19-00155  
of 22.04.2020

EXECUTED by  
UPG 54 Pty Ltd  
(ACN: 619 480 554 )  
in accordance with Section 127 of the  
Corporations Act 2001

*Bt Bt*  
.....  
Sole Director / Secretary

.....  
Secretary

*BHARAT BHUSHAN*  
.....  
Name of Director / Secretary  
^  
Sole

.....  
Name of Secretary

Approved by

*Judith Portelli*  
.....  
Name  
on behalf of  
Blacktown City Council

*Judith Portelli*  
.....  
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
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ACT 1919.

(Sheet 14 of 15 sheets)

Plan:

**DP1265649**

of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. **SC-19-00155**  
of **22.04.2020**

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

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

Signature of Witness

*m. Dauds*

Name of Witness

**MEGAN DAUDS**

Address of Witness

C/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood 2148

Signature of Attorney

*[Signature]*

Name and position of Attorney  
Simon Lawton  
Strategic Property Manager

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

Power of attorney: Book 4754

No 482

EE Reference: URS 20985

Date: 17/7/2019

Approved by

*[Signature]*

Name  
on behalf of  
**Blacktown City Council**

**Judith Portelli**  
Authorised Person

ePlan

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(Sheet 15 of 15 sheets)

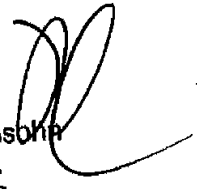
Plan:

**DP1265649**

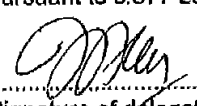
of Subdivision of Lot 1 in  
DP1241242 covered by  
Subdivision Certificate No. SC-19-00155  
of 22.04.2020

ALCEON FINANCE PTY LTD  
(ACN 159 670 158)

  
Melanie Hedges  
SECRETARY

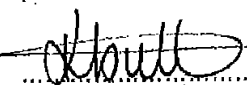
  
Trevor Loewenson  
DIRECTOR

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

  
Signature of delegate

Judith Portelli  
Name of delegate

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

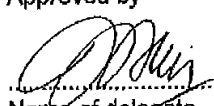
  
Signature:

Kristy-lee Bulloch  
Name:

C/- Blacktown City Council  
Address: 62 Flushcombe Road

BLACKTOWN NSW 2148

Approved by

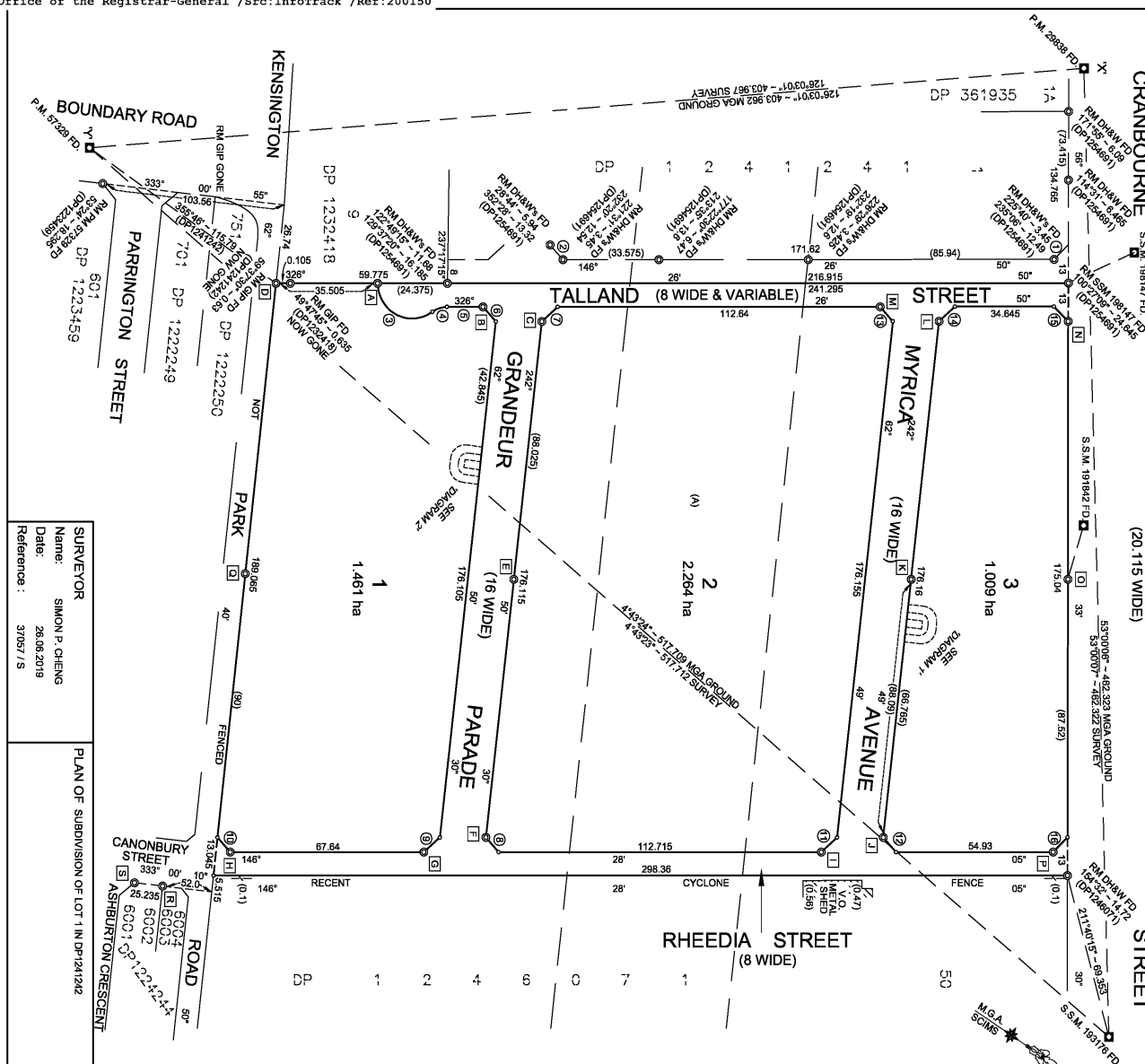
  
Name of delegate  
on behalf of  
Blacktown City Council

Judith Portelli  
Authorised Person

REGISTERED



24/08/2020



**SURVEYOR**  
**Name:** SIMON P. CHENG  
**Date:** 26.06.2019  
**Reference :** 37057 / S

PLAN OF SUBDIVISION OF LOT 1 IN DP12412424

**LGA:** BLACKTOWN  
**Locality :** RIVERSTONE  
**Reduction Ratio:** 1:1000  
Lengths are in metres

REGISTERED  
24/08/2020

DP1265649[illegible]

DOI: 10.1002/for

Diagram 2: Scale 1:200. A plan view of the Grandeur Parade area. The diagram shows a curved boundary with several points labeled with numbers in circles. A line runs along the top of the area, with points labeled with coordinates and bearings. The title "GRANDEUR PARADE" is written vertically on the right side. The scale is "SCALE 1:200".

Key features and labels:

- Top Boundary Line:**
  - Point 1: (42.845)
  - Point 2: (2.89) 62°
  - Point 3: (2.31) 50°
  - Point 4: (2.75) 30°
  - Point 5: (2.31) 2.889
  - Point 6: (176.105)
- Internal Points and Bearings:**
  - Point 7: (154°16'50") (5.34)
  - Point 8: (154°16'50") (4.505)
  - Point 9: (154°16'50") (5.285)
  - Point 10: (154°16'50") (5.535)
  - Point 11: (154°16'50") (4.69)
  - Point 12: (154°16'50") (5.86)
  - Point 13: (154°16'50")
  - Point 14: (154°16'50")
  - Point 15: (154°16'50")
  - Point 16: (154°16'50")
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  - Point 99: (154°16'50")
  - Point 100: (154°16'50")

SHORT DISTANCES	RING DISTANCE
30'10"	1.08
30'00"	1.00
29'50"	1.03
29'40"	1.06
29'30"	1.09
29'20"	1.12
29'10"	1.15
29'00"	1.18
28'50"	1.21
28'40"	1.24
28'30"	1.27
28'20"	1.30
28'10"	1.33
28'00"	1.36
27'50"	1.39
27'40"	1.42
27'30"	1.45
27'20"	1.48
27'10"	1.51
27'00"	1.54
26'50"	1.57
26'40"	1.60
26'30"	1.63
26'20"	1.66
26'10"	1.69
26'00"	1.72
25'50"	1.75
25'40"	1.78
25'30"	1.81
25'20"	1.84
25'10"	1.87
25'00"	1.90
24'50"	1.93
24'40"	1.96
24'30"	1.99
24'20"	2.02
24'10"	2.05
24'00"	2.08
23'50"	2.11
23'40"	2.14
23'30"	2.17
23'20"	2.20
23'10"	2.23
23'00"	2.26
22'50"	2.29
22'40"	2.32
22'30"	2.35
22'20"	2.38
22'10"	2.41
22'00"	2.44
21'50"	2.47
21'40"	2.50
21'30"	2.53
21'20"	2.56
21'10"	2.59
21'00"	2.62
20'50"	2.65
20'40"	2.68
20'30"	2.71
20'20"	2.74
20'10"	2.77
20'00"	2.80
19'50"	2.83
19'40"	2.86
19'30"	2.89
19'20"	2.92
19'10"	2.95
19'00"	2.98
18'50"	3.01
18'40"	3.04
18'30"	3.07
18'20"	3.10
18'10"	3.13
18'00"	3.16
17'50"	3.19
17'40"	3.22
17'30"	3.25
17'20"	3.28
17'10"	3.31
17'00"	3.34
16'50"	3.37
16'40"	3.40
16'30"	3.43
16'20"	3.46
16'10"	3.49
16'00"	3.52
15'50"	3.55
15'40"	3.58
15'30"	3.61
15'20"	3.64
15'10"	3.67
15'00"	3.70
14'50"	3.73
14'40"	3.76
14'30"	3.79
14'20"	3.82
14'10"	3.85
14'00"	3.88
13'50"	3.91
13'40"	3.94
13'30"	3.97
13'20"	4.00
13'10"	4.03
13'00"	4.06
12'50"	4.09
12'40"	4.12
12'30"	4.15
12'20"	4.18
12'10"	4.21
12'00"	4.24
11'50"	4.27
11'40"	4.30
11'30"	4.33
11'20"	4.36
11'10"	4.39
11'00"	4.42
10'50"	4.45
10'40"	4.48
10'30"	4.51
10'20"	4.54
10'10"	4.57
10'00"	4.60
9'50"	4.63
9'40"	4.66
9'30"	4.69
9'20"	4.72
9'10"	4.75
9'00"	4.78
8'50"	4.81
8'40"	4.84
8'30"	4.87
8'20"	4.90
8'10"	4.93
8'00"	4.96
7'50"	4.99
7'40"	5.02
7'30"	5.05
7'20"	5.08
7'10"	5.11
7'00"	5.14
6'50"	5.17
6'40"	5.20
6'30"	5.23
6'20"	5.26
6'10"	5.29
6'00"	5.3

(A) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (MIDE J808757  
(B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE  
(C) RESTRICTION ON THE USE OF LAND SITE (NO.9)  
(D) RESTRICTION ON THE USE OF LAND SITE (NO.10)

TABLE OF REFERENCE MARKS	
BEARING DISTANCE DESCRIPTION	
A	1.5672 3.46 D-HW
B	1.5672 3.96 D-HW
C	3.5557 6.17 D-HW
D	3.5526 6.77 D-HW
E	2.9142 5.66 D-HW
F	3.1712 5.84 D-HW
G	3.2804 7.23 D-HW
H	3.3117 12.44 D-HW
I	2.2853 3.35 D-HW
J	2.2853 26.29 D-HW
K	8.792 11.62 D-HW
L	2.2307 3.35 D-HW
M	1.7836207 26.42 D-HW
N	3.3429 12.31 D-HW
O	3.3106 3.41 D-HW
P	3.3346 12.41 D-HW
Q	3.3246 12.66 D-HW
R	5.5295 3.34 D-HW
S	1.5676 12.26 D-HW
T	1.5676 14.62 D-HW
U	7.1311 19.12 SSM (919424)
V	2.7311 3.35 D-HW
W	2.6721 5.53 D-HW

TABLE OF CLINICAL DISTANCES		TABLE OF REFERENCE MARKS	
	CLINICAL DISTANCE	BEARING/DISTANCE DESCRIPTION	ORIGIN
1	3.35/14.00	71/22	26.4/5
2	1.28/4.40	50/31	5.4
3	1.28/4.40	4.3/25	8.5
4	1.28/4.40	4.3/25	8.5
5	1.28/4.40	4.3/25	8.5
6	1.28/4.40	4.3/25	8.5
7	1.28/4.40	4.3/25	8.5
8	1.28/4.40	4.3/25	8.5
9	1.28/4.40	4.3/25	8.5
10	1.28/4.40	4.3/25	8.5
11	1.28/4.40	4.3/25	8.5
12	1.28/4.40	4.3/25	8.5
13	1.28/4.40	4.3/25	8.5
14	1.28/4.40	4.3/25	8.5
15	1.28/4.40	4.3/25	8.5
16	1.28/4.40	4.3/25	8.5
17	1.28/4.40	4.3/25	8.5
18	1.28/4.40	4.3/25	8.5
19	1.28/4.40	4.3/25	8.5
20	1.28/4.40	4.3/25	8.5
21	1.28/4.40	4.3/25	8.5
22	1.28/4.40	4.3/25	8.5
23	1.28/4.40	4.3/25	8.5
24	1.28/4.40	4.3/25	8.5

BEARING DISTANCE DESCRIPTION		BEARING DISTANCE DESCRIPTION	
A	150°00' 3.46	DHAW	
B	183°17' 3.98	DHAW	
C	355°52' 6.76	DHAW	
D	335°28' 3.17	DHAW	
E	312°42' 5.66	DHAW	
F	326°10' 3.64	DHAW	
G	331°54' 3.43	DHAW	
H	331°17' 3.25	DHAW	
I	153°48°20'	DHAW	
J	153°38°20'	DHAW	
K	340°42' 3.36	DHAW	

PLAN FORM 6 (2018)   DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
Office Use Only		Office Use Only
<p>Registered:  24/08/2020</p> <p>Title System: <b>TORRENS</b></p>	<h1 style="margin: 0;">DP1265649</h1>	
<p><b>PLAN OF SUBDIVISION OF LOT 1 IN DP1241242</b></p>	<p>L G A      BLACKTOWN</p> <p>Locality:    RIVERSTONE</p> <p>Parish:      GIDLEY</p> <p>County:      CUMBERLAND</p>	
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, <u>SIMON P. CHENG</u></p> <p>of <u>317 / 5 CELEBRATION DRIVE,</u></p> <p style="padding-left: 40px;"><u>BELLA VISTA NSW 2153</u></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 <u>26.06.2019</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*exluding **  <div style="border: 1px solid black; padding: 2px; margin: 2px;"> 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 <u>26.06.2019</u>, the part not surveyed was compiled in accordance with that Regulation, or</div> </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: <u>X - Y</u></p> <p>Type: <u>*Urban / *Rural</u></p> <p>The terrain is <u>Level-Undulating / *Steep Mountainous</u></p> <p>Signature:  Dated: <u>26.06.2019</u></p> <p>Surveyor Identification No: <u>806</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>* Strike out inappropriate words</small></p> <p><small>** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <u>Judith Portelli</u></p> <p>* Authorised Person / *General Manager / *Accredited Certifier, certify that the provisions of section 6.15 <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>Accreditation number: <u>N/A</u></p> <p>Consent Authority: <u>Blacktown City Council</u></p> <p>Date of endorsement: <u>22.04.2020</u></p> <p>Subdivision Certificate number: <u>SC-19-00155</u></p> <p>File number: <u>DA-16-05229</u></p> <p><small>* Strike through if Inapplicable</small></p>	
<p>Plans used in the preparation of survey / <del>compilation</del></p> <p style="padding-left: 40px;">DP 1223459</p> <p style="padding-left: 40px;">DP 1241241</p> <p style="padding-left: 40px;">DP 1241242</p> <p style="padding-left: 40px;">DP 1246071</p> <p style="padding-left: 40px;">DP 1254691</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 TO THE PUBLIC AS PUBLIC ROAD:</p> <p>1) - GRANDEUR PARADE 16 WIDE</p> <p>2) - TALLAND STREET 8 WIDE &amp; VARIABLE SUBJECT TO THE EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (J808757)</p> <p>3) - MYRICA AVENUE 16 WIDE</p> <p>4) - RHEEDIA STREET 8 WIDE SUBJECT TO THE EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (J808757)</p>	
<p>Surveyor's Reference:    37057 / S</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  24/08/2020

PLAN OF SUBDIVISION OF LOT 1 IN DP1241242

DP1265649

Subdivision Certificate number: SC-19-00155

Date of Endorsement: 22-04-2020

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

- A schedule of lots and addresses - See 80(c) *SSI Regulation 2017*
- Statement 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.


STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

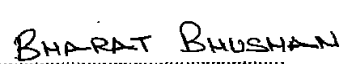
LOT	Street number	Street name	Street type	Locality
1	N/A	GRANDEUR	PARADE	RIVERSTONE
2	N/A	MYRICA	AVENUE	RIVERSTONE
3	N/A	CRANBOURNE	STREET	RIVERSTONE

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919  
AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT  
SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED  
TO CREATE:

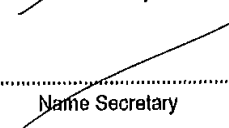
- (1) - RESTRICTION ON THE USE OF LAND
- (2) - RESTRICTION ON THE USE OF LAND
- (3) - POSITIVE COVENANT
- (4) - RESTRICTION ON THE USE OF LAND
- (5) - POSITIVE COVENANT
- (6) - RESTRICTION ON THE USE OF LAND
- (7) - RESTRICTION ON THE USE OF LAND
- (8) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (B)
- (9) - RESTRICTION ON THE USE OF LAND (C)
- (10) - RESTRICTION ON THE USE OF LAND (D)

UPG 54 Pty Ltd  
(ACN:619 480 554)

  
Sole Director / Secretary

  
Name of Director / Secretary  
Sole

  
Secretary

  
Name Secretary


If space is insufficient use additional annexure sheet

Surveyor's Reference: 37057 / S


ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only		Office Use Only	
Registered:  24/08/2020	<b>DP1265649</b>		
PLAN OF SUBDIVISION OF LOT 1 IN DP1241242			
Subdivision Certificate number.....SC-19-00155.....		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statement of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement.....22.04.2020.....			

ALCEDON FINANCE PTY LTD  
(ACN 159 670 158)

  
Melanie Hedges  
SECRETARY

  
Trevor Loewensohn  
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37057 / S





UNIVERSAL PROPERTY GROUP PTY LIMITED  
C/o MARC HARDMAN  
UNIT 7/27  
HUNTER STREET  
PARRAMATTA NSW 2150

Our reference: 2410694921249  
Phone: 13 28 66

22 August 2022

## Your foreign resident capital gains withholding clearance certificate

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

Hello

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

<b>Reference number</b>	2410694921249
<b>Vendor name</b>	UNIVERSAL PROPERTY GROUP PTY LTD
<b>Vendor address</b>	UNIT 7/27 HUNTER STREET PARRAMATTA NSW 2150
<b>Clearance certificate period</b>	25 July 2022 to 25 July 2023

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

This certificate applies to you and to any member listed on the reverse side of this certificate whether acting in your own capacity, or in the capacity as the trustee of any trust.

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

Yours sincerely

John Ford  
Deputy Commissioner of Taxation

### NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

**UNIVERSAL PROPERTY GROUP PTY LIMITED – ABN 98078297748**

	<b>NAME OF MEMBERS</b>	<b>ABN</b>
1	1 UPG PTY LTD	94631596953
2	2 UPG PTY LTD	11631783269
3	3 UPG PTY LTD	99631783643
4	4 UPG PTY LTD	65631783938
5	5 UPG PTY LTD	17631784042
6	51 UPG PTY LTD	84631784391
7	52 UPG PTY LTD	71631784711
8	53 UPG PTY LTD	20631784935
9	54 UPG PTY LTD	51631785058
10	55 UPG PTY LTD	29631785343
11	BATHLA HV PTY LTD	
12	BRL DEVELOPMENTS PTY LTD	52650643477
13	BROTHERS PROPERTY DEVELOPMENT PTY LIMITED	45168255614
14	BROTHERS PROPERTY DEVELOPMENT PTY LIMITED	45168255614
15	GUNTAWONG DEVELOPMENTS PTY LTD	39619274501
16	OMAXE PROPERTIES PTY LIMITED	66165558467
17	SOUTH SYDNEY DEVELOPMENT NO 2 PTY LTD	86635633957
18	UNIVERSAL HR SERVICES PTY LTD	53633198517
19	UNIVERSAL PROPERTY GROUP PTY LIMITED	98078297748
20	UPG 1 PTY LIMITED	72163638346
21	UPG 10 PTY LTD	29602511473
22	UPG 100 PTY LTD	46636005055
23	UPG 101 PTY LTD	69636508686
24	UPG 102 PTY LTD	35636508480
25	UPG 103 PTY LTD	90636508711
26	UPG 104 PTY LTD	22636508800
27	UPG 105 PTY LTD	20636508855
28	UPG 106 PTY LTD	17637713690
29	UPG 107 PTY LTD	28637713798
30	UPG 108 PTY LTD	99637714026
31	UPG 109 PTY LTD	14637714044
32	UPG 11 PTY LTD	
33	UPG 110 PTY LTD	16637714053
34	UPG 111 PTY LTD	53637714651
35	UPG 112 PTY LTD	18637714062
36	UPG 113 PTY LTD	29637714106
37	UPG 114 PTY LTD	33637714124
38	UPG 115 PTY LTD	31637714179

39	UPG 116 PTY LTD	66638440016
40	UPG 117 PTY LTD	95638440141
41	UPG 118 PTY LTD	89638440178
42	UPG 119 PTY LTD	17638440249
43	UPG 12 PTY LTD	71603450068
44	UPG 120 PTY LTD	23638440276
45	UPG 121 PTY LTD	61639862445
46	UPG 122 PTY LTD	83639862981
47	UPG 123 PTY LTD	67639862909
48	UPG 124 PTY LTD	71639862927
49	UPG 125 PTY LTD	75639862945
50	UPG 126 PTY LTD	55639862418
51	UPG 127 PTY LTD	79639862963
52	UPG 128 PTY LTD	40639862356
53	UPG 129 PTY LTD	23639863031
54	UPG 13 PTY LTD	51603449627
55	UPG 130 PTY LTD	44639863120
56	UPG 131 PTY LTD	73641742412
57	UPG 132 PTY LTD	75641742421
58	UPG 133 PTY LTD	51641741951
59	UPG 134 PTY LTD	69641742458
60	UPG 135 PTY LTD	77641742494
61	UPG 136 PTY LTD	88641742538
62	UPG 137 PTY LTD	11641742592
63	UPG 138 PTY LTD	22641742636
64	UPG 139 PTY LTD	24641744265
65	UPG 14 PTY LTD	61603449672
66	UPG 140 PTY LTD	30641744292
67	UPG 141 PTY LTD	72644710690
68	UPG 142 PTY LTD	64644810284
69	UPG 143 PTY LTD	17644810462
70	UPG 144 PTY LTD	96644810417
71	UPG 145 PTY LTD	94644810408
72	UPG 146 PTY LTD	81644810355
73	UPG 147 PTY LTD	83644810300
74	UPG 148 PTY LTD	54644810239
75	UPG 149 PTY LTD	37644810104
76	UPG 15 PTY LTD	76605447130
77	UPG 150 PTY LTD	14644810006
78	UPG 151 PTY LTD	22645463350
79	UPG 152 PTY LTD	80645463216
80	UPG 153 PTY LTD	14645463378

81	UPG 154 PTY LTD	18645463396
82	UPG 155 PTY LTD	35645463403
83	UPG 156 PTY LTD	37645463412
84	UPG 157 PTY LTD	39645463421
85	UPG 158 PTY LTD	78645464017
86	UPG 159 PTY LTD	74645464884
87	UPG 16 PTY LTD	74605447121
88	UPG 160 PTY LTD	76645464893
89	UPG 161 PTY LTD	85645464928
90	UPG 162 PTY LTD	87645464937
91	UPG 163 PTY LTD	95645465783
92	UPG 164 PTY LTD	74645465630
93	UPG 165 PTY LTD	66645465658
94	UPG 166 PTY LTD	70645465676
95	UPG 167 PTY LTD	74645465694
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105	UPG 176 PTY LTD	15646772732
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107	UPG 178 PTY LTD	11646772778
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123	UPG 192 PTY LTD	54648713651
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126	UPG 195 PTY LTD	96648713893
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129	UPG 198 PTY LTD	51648714890
130	UPG 199 PTY LTD	60648714925
131	UPG 2 PTY LIMITED	74163638355
132	UPG 2 PTY LIMITED	74163638355
133	UPG 20 PTY LTD	47605447069
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147	UPG 212 PTY LTD	83649382463
148	UPG 213 PTY LTD	89649382490
149	UPG 214 PTY LTD	96649382516
150	UPG 215 PTY LTD	76649382874
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154	UPG 219 PTY LTD	87649382918
155	UPG 22 PTY LTD	40607945915
156	UPG 220 PTY LTD	34649382696
157	UPG 221 PTY LTD	97649382963
158	UPG 222 PTY LTD	49649382758
159	UPG 223 PTY LTD	49649399342
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161	UPG 225 PTY LTD	35649383068
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163	UPG 227 PTY LTD	62649383184
164	UPG 228 PTY LTD	87649383291

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169	UPG 232 PTY LTD	19649937495
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173	UPG 236 PTY LTD	59649937600
174	UPG 237 PTY LTD	72649937717
175	UPG 238 PTY LTD	82649937762
176	UPG 239 PTY LTD	76649937799
177	UPG 24 PTY LTD	48607945951
178	UPG 240 PTY LTD	95649937815
179	UPG 241 PTY LTD	16649937860
180	UPG 242 PTY LTD	99649937833
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184	UPG 246 PTY LTD	25649937959
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186	UPG 248 PTY LTD	31649937986
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199	UPG 26 PTY LTD	63609716225
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201	UPG 261 PTY LTD	30650479780
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204	UPG 264 PTY LTD	75650479593
205	UPG 265 PTY LTD	64650479922
206	UPG 266 PTY LTD	82650479619

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210	UPG 27 PTY LTD	61609716216
211	UPG 270 PTY LTD	28650479771
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221	UPG 28 PTY LTD	52609716181
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224	UPG 282 PTY LTD	39651702840
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226	UPG 284 PTY LTD	48651702939
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229	UPG 287 PTY LTD	16651703552
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231	UPG 289 PTY LTD	99651703589
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235	UPG 292 PTY LTD	85651837571
236	UPG 293 PTY LTD	37651837366
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238	UPG 295 PTY LTD	96651837615
239	UPG 296 PTY LTD	98651837624
240	UPG 297 PTY LTD	11651837633
241	UPG 298 PTY LTD	15651837651
242	UPG 299 PTY LTD	98651837688
243	UPG 3 PTY LIMITED	76163638364
244	UPG 3 PTY LIMITED	76163638364
245	UPG 30 PTY LTD	52609716618
246	UPG 300 PTY LTD	64651837482
247	UPG 301 PTY LTD	28653392968
248	UPG 302 PTY LTD	34653392995

249	UPG 303 PTY LTD	57653393018
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251	UPG 305 PTY LTD	61653393036
252	UPG 306 PTY LTD	70653397196
253	UPG 307 PTY LTD	87653397203
254	UPG 308 PTY LTD	89653397212
255	UPG 309 PTY LTD	83653397249
256	UPG 31 PTY LTD	39610452321
257	UPG 310 PTY LTD	87653397267
258	UPG 311 PTY LTD	44653397463
259	UPG 312 PTY LTD	48653397481
260	UPG 313 PTY LTD	50653397490
261	UPG 314 PTY LTD	59653397525
262	UPG 315 PTY LTD	65653397552
263	UPG 316 PTY LTD	16653397721
264	UPG 317 PTY LTD	18653397730
265	UPG 318 PTY LTD	97653397749
266	UPG 319 PTY LTD	14653397776
267	UPG 32 PTY LTD	18610452296
268	UPG 320 PTY LTD	16653397785
269	UPG 321 PTY LTD	50653397927
270	UPG 322 PTY LTD	52653397936
271	UPG 323 PTY LTD	56653397954
272	UPG 324 PTY LTD	58653397963
273	UPG 325 PTY LTD	60653397972
274	UPG 326 PTY LTD	17653398157
275	UPG 327 PTY LTD	19653398166
276	UPG 328 PTY LTD	23653398184
277	UPG 329 PTY LTD	32653398219
278	UPG 33 PTY LTD	22610452250
279	UPG 330 PTY LTD	34653398228
280	UPG 34 PTY LTD	18610452232
281	UPG 35 PTY LTD	14610452214
282	UPG 36 PTY LTD	47613920415
283	UPG 37 PTY LTD	30613920344
284	UPG 38 PTY LTD	91613920602
285	UPG 39 PTY LTD	40613920826
286	UPG 4 PTY LTD	27156210374
287	UPG 40 PTY LTD	98613921001
288	UPG 41 PTY LTD	21616168944
289	UPG 42 PTY LTD	53616169450
290	UPG 43 PTY LTD	89616169601



291	UPG 44 PTY LTD	98616170435
292	UPG 45 PTY LTD	95616170864
293	UPG 46 PTY LTD	
294	UPG 47 PTY LTD	97618364364
295	UPG 48 PTY LTD	39618365745
296	UPG 49 PTY LTD	50618366162
297	UPG 5 PTY LIMITED	77168989768
298	UPG 50 PTY LTD	90618366331
299	UPG 51 PTY LTD	
300	UPG 52 PTY LTD	22619480170
301	UPG 53 PTY LTD	60619480330
302	UPG 54 PTY LTD	98619480554
303	UPG 55 PTY LTD	51619480732
304	UPG 56 PTY LTD	48622086024
305	UPG 57 PTY LTD	68622086551
306	UPG 58 PTY LTD	30622086828
307	UPG 59 PTY LTD	84622087870
308	UPG 6 PTY LIMITED	
309	UPG 60 PTY LTD	36622087665
310	UPG 61 PTY LTD	84623035996
311	UPG 62 PTY LTD	44623036573
312	UPG 63 PTY LTD	99623036804
313	UPG 64 PTY LTD	66623037034
314	UPG 65 PTY LTD	23623037230
315	UPG 66 PTY LTD	49623390134
316	UPG 67 PTY LTD	29623390929
317	UPG 68 PTY LTD	91623391122
318	UPG 69 PTY LTD	55623391408
319	UPG 7 PTY LTD	22602423530
320	UPG 70 PTY LTD	48623391819
321	UPG 71 PTY LIMITED	93625490726
322	UPG 71 PTY LIMITED	93625490726
323	UPG 72 PTY LIMITED	72625493067
324	UPG 73 PTY LIMITED	22625493674
325	UPG 74 PTY LIMITED	68625494680
326	UPG 75 PTY LIMITED	82625495105
327	UPG 76 PTY LIMITED	70626972129
328	UPG 76 PTY LIMITED	70626972129
329	UPG 77 PTY LIMITED	95626973046
330	UPG 78 PTY LIMITED	52626973242
331	UPG 79 PTY LIMITED	45626973653
332	UPG 8 PTY LTD	92602511740

333	UPG 80 PTY LIMITED	83626973877
334	UPG 81 PTY LTD	48630264658
335	UPG 82 PTY LTD	84630264809
336	UPG 83 PTY LTD	59630265011
337	UPG 84 PTY LTD	95630265226
338	UPG 85 PTY LTD	73630265511
339	UPG 86 PTY LTD	76633514440
340	UPG 87 PTY LTD	61633514815
341	UPG 88 PTY LTD	28633515045
342	UPG 89 PTY LTD	47633515189
343	UPG 9 PTY LTD	42602511526
344	UPG 90 PTY LTD	40633515536
345	UPG 91 PTY LTD	47634550753
346	UPG 92 PTY LTD	66634550833
347	UPG 93 PTY LTD	83634550904
348	UPG 94 PTY LTD	25634551027
349	UPG 95 PTY LTD	37634551081
350	UPG 96 PTY LTD	84636004405
351	UPG 97 PTY LTD	14636004549
352	UPG 98 PTY LTD	37636004647
353	UPG 99 PTY LTD	56636004727