

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Pty Ltd Suite 606 1-5 Railway Street Chatswood NSW 2067	Tel: (02) 9884 8969 Email: admin@victorylease.com.au Ref: Leo Li
co-agent vendor	Hanyu He	
vendor's solicitor	Direct Solicitors Suite 305/431-439 Sussex Street Sydney NSW 2000	Tel: (02) 9281 1028 Email: legal@directsolicitors.com.au Ref: SS-SLV24-0603
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	19 Galaxy Street SCHOFIELDS NSW 2762 Lot 326 Deposited Plan 1195250 Title Reference: 326/1195250	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" 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 type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
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)			

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent (if any):

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

PROPERTY: 19 Galaxy Street SCHOFIELDS NSW 2762
TITLE REFERENCE: 326/1195250

VENDOR

Signed by:

 Vendor

Signed by:

 Vendor

VENDOR (COMPANY)

Signed by _____
 in accordance with s127(1) of the Corporations Act 2001 by the
 authorised person(s) whose signature(s) appear(s) below:

 Signature of authorised person

 Signature of authorised person

 Name of authorised person

 Name of authorised person

 Office held

 Office held

PURCHASER

Signed by:

 Purchaser

Signed by:

 Purchaser

PURCHASER (COMPANY)

Signed by _____
 in accordance with s127(1) of the Corporations Act 2001 by the
 authorised person(s) whose signature(s) appear(s) below:

 Signature of authorised person

 Signature of authorised person

 Name of authorised person

 Name of authorised person

 Office held

 Office held

Choices

Vendor agrees to accept a **deposit-bond** ☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input 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"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 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
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 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.
 - 30.8 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.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *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 –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 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.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

19 Galaxy Street SCHOFIELDS NSW 2762

SECTION 66W CERTIFICATE

I, _____ Solicitor, certify as follows:

- (a) I am a solicitor of the Supreme Court of New South Wales;
- (b) I am giving this certificate in accordance with s66W of the *Conveyancing Act* 1919 with reference to a contract for the sale of property described

As

From _____ as the Vendor/s

To _____ as the Purchaser/s

In order that there is no cooling off period in relation to that contract;

- (c) I do not act for the Vendor/s and am not employed in the legal practice of a solicitor acting for the Vendor/s, nor am I a member or employee of a firm of which a solicitor acting for the Vendor/s is a member or employee;
- (d) I have explained to the Purchaser/s _____ :
 - (i) the effect of the contract for the purchase of that property
 - (ii) the nature of the certificate
 - (iii) the effect of giving this certificate to the Vendor/s that is that there is no cooling off period in relation to the contract;

Dated:/...../20

.....
Solicitor

Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS TO AGREEMENT FOR SALE OF LAND BETWEEN
(VENDOR)
AND
(PURCHASER)

SPECIAL CONDITIONS

Representations, warranties and acknowledgements

33. The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any estate agent or agency (other than the agent or agency (if any) nominated on page 1 of this contract), and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all; damages, costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. This special condition of this agreement 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 agreement.
34. The additional clauses forming part of this contract shall not be read or applied so as to purport to exclude, modify or restrict the application of all or any of the provisions of Section 52A of the Conveyancing Act 1919, or the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986, or the exercise of a right conferred thereunder in relation to this contract.
35. The Purchaser acknowledges that the provisions of this Agreement constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Agreement or binding on the parties hereto with respect to any of the matters to which this Agreement relates.

Amendments to standard contract

36. The printed provisions of this contract are amended as follows:
 - (a) Clause 2.8 is deleted.
 - (b) Clause 6 is substituted with:

“The Purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the property or the title).”
 - (c) Clause 7.1.1 is deleted.
 - (d) Clause 7.1.3 is substituted with:

“the Purchaser does not serve notice waiving the claims within 7 days after that service; and”
 - (e) Clause 10.1, line 1 is substituted with:

“The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of- “

- (f) Clauses 10.1.8 and 10.1.9 are amended by replacing:
“substance” with “existence”
- (g) Clause 20.6.5 is substituted with:
“*served* if it is sent by email or fax to the *party’s solicitor*, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole fax was sent)”
- (h) Clause 23.9 is deleted.
- (i) Clauses 23.13 and 23.14 are amended by replacing:
“7” with “2”
- (j) Clause 23.17 is deleted.

Purchaser not to object

- 37. The Purchaser shall make no objection, requisition or claim for compensation in respect of:
 - (a) the fact that there may be any outstanding Orders from any Governmental, semi-governmental, or local Governmental bodies requiring the carrying out of any work to any building presently erected on the subject land;
 - (b) the fact that the whole or any part of the building may encroach upon any land other than the subject land, or the fact that any other building or structure may encroach upon the subject land.
 - (c) The fact that a building certificate from the local Council is not available or will not be issued by the local Council.
- 38. Without in any manner excluding, modifying or restricting the rights of the purchaser under Section 52A(2)(b) of the conveyancing Act 1919, and the Conveyancing (sale of land) Regulation 1995, the Purchaser acknowledges and agrees that:
 - (a) The Purchaser acknowledges the property is being purchased in its present condition and state of repair, and with any defects as regards a construction or repair of any improvements thereon, and subject to any infestation and dilapidation and as a result of the Purchaser’s own inspection, the Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor’s behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or any improvements thereon, other than as expressly set out in this Agreement.
 - (b) The property is sold in its present condition and state of repair, whether or not any of the improvements upon the property are subject to or insured under the provision of the Builders Licensing Act 1971 and the Home Building Act 1989 or the Building Services Corporation Act 1989, and the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters;
 - (c) The Vendor makes no warranty as to the completeness or accuracy of any of the documents annexed to the contract
 - (d) The Purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion, or require the Vendor to carry out any repair

work in relation to or arising out of the state of repair or condition of the property, or latent or patent defects.

39. The Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to existing water sewerage and drainage, gas and electricity, telephone or other installations or services (if any) and shall not make any requisition objection or claim for compensation in respect of:
- (a) the nature, location, availability or non-availability of any service; or
 - (b) any sewer, main or the mains or connections for or of any relevant authority for, or supplier of, any such service or mains, pipes or connections thereof; or
 - (c) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof; or
 - (d) any defects in such installations and services; or any underground or surface storm water drain passing through or over the property or should any manhole or vent be on the property or should the downpipes be connected with the sewer.
40. The Purchaser acknowledges that the survey attached hereto (if any) is not the subject of any warranty by the Vendor and the accuracy of completeness of same is not a condition of this contract and no objection or requisition or claim for compensation shall be made by the Purchaser with regard to same and the Purchaser should rely on their own survey inspection and enquiry.
41. On Completion the Purchaser shall accept any or all of the following documents property executed and in registrable form as may relate to the title to the property together with the appropriate fee for the registration of those documents and may not insist upon registration prior to completion of this contract:
- (a) a withdrawal of caveat;
 - (b) a discharge of any mortgage or encumbrance, other than the mortgage pursuant to which the property is sold where the vendor is the mortgagee in possession exercising its power of sale;
 - (c) surrender or request for removal of any expired lease supported by the evidence usually required by the Registrar General; or
 - (d) a withdrawal or any writ of execution or evidence usually required by the Registrar General to support such withdrawal.

Inclusions

42. The Purchaser acknowledges that the inclusions listed in this contract are being purchased in its present condition and state of repair and shall accept the inclusions on the date which the Purchaser is entitled to possession of the property in the state of repair and condition in which reasonable wear and tear between the date of this contract and the date which the Purchaser becomes entitled to possession of the property is expected.
43. The Purchaser warrants that they are satisfied to the condition and state of repair of the inclusions listed in this contract and do not rely on any warrant and/or representation made to the purchaser by or on behalf of the vendor.

Death or bankruptcy

44. Notwithstanding any rule of law or equity to the contrary should either party prior to completion: -
- (a) die or become mentally ill then the other party may by notice on the first party rescind this agreement such rescission shall be a rescission pursuant to clause 19 hereof or,
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then the party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of its rights conferred under the contract.

Service of documents

45. Service of any notice or document under or relating to this Agreement may be effected and shall be sufficient service on a party and that party's solicitor if:
- (a) Addressed to that party or to that party's solicitor at the respective addresses set out in this Agreement and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
 - (b) The notice or document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when:
 - i. the transmission has been completed; except where
 - ii. the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made
 - iii. the time of dispatch is not before 17:00 (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.
 - (c) The notice or document is sent by email to the email address that has been notified following the contract date or the email address that has been used in email communications between either party's solicitor and such notice or document shall be deemed to have been received by that party or party's solicitor when:
 - i. The recipient or a colleague or employee of the intended recipient acknowledges receipt of the notice or document by return email; or
 - ii. The sender receives an automated message from the intended recipient's information system confirming the delivery of the email (other than where the automated message is an 'out of office' reply or similar); or
 - iii. The recipient or a colleague or employee of the intended recipient verbally acknowledges the receipt of the notice or document over telephone communications.

Interest

46. In the event that this Agreement is not completed within the time prescribed in this agreement, then from that date (or if the Vendor is not ready and willing to complete on that date from such later date on which the Vendor is ready and willing to complete) and up to and including the date of completion the Purchaser shall pay to the Vendor interest, on or before settlement, on the balance of the purchase price at the rate of 10% per annum. The purchaser acknowledges that payment of interest in accordance with this condition is an essential term of this contract. The parties acknowledge that such interest is a genuine pre-estimate of the damages with the Vendor may suffer by delay in completion. The purchaser does not need pay interest under this clause for any period if the purchaser's failure to complete is caused solely by the vendor.

Notice to complete

47. In addition to the rights set out in Special Condition 43, above, the Purchaser agrees that in the event that this Agreement is not completed within the time prescribed in this agreement, then at any time thereafter either party shall be entitled to give the other party a Notice to Complete requiring completion of this Agreement within a period of not less than fourteen (14) days after the service of such Notice (being fourteen days exclusive of day of service but inclusive of the last day prescribed by the Notice for completion) and making time of the essence of this Agreement in such regard and such period of fourteen days for all purposes shall be deemed a reasonable time and provided either shall be entitled to withdraw any Notice to Complete issued pursuant to this clause and subsequently issue a further Notice in lieu thereof.
48. If a Notice to Complete is issued as a result of the default by the Purchaser then the Purchaser shall pay costs in the sum of \$330 (Inclusive of GST) to the Vendor's solicitor.

The Vendor is not obliged to complete the settlement unless that interest and those costs and expenses are paid.

FIRB

49. The Purchaser warrants:
- (a) That if the Purchaser is a natural person he is ordinarily resident in Australia; and whether the Purchaser is a natural person or a corporation;
 - (b) That the Foreign Acquisitions and Takeovers Act 1975 (Cth) does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply.
 - (c) In the event that the Foreign Acquisitions and Takeovers Act 1975 applies to the Purchaser and to this transaction, in breach of the warranty contained in this clause, the Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty. This warranty shall not merge on completion
 - (d) The Purchaser also warrants that the entire cost of getting any approvals rests with the Purchaser, including any costs incidental to the Vendor.

If there is a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty or fine or legal costs, which may be incurred by the Vendor, as a consequence thereof. This warranty and indemnity shall not merge on completion.

Deposit and Finance

50. The Purchaser agrees that on exchange of agreements herein, the deposit paid hereunder shall be released to the Vendor or to whom the Vendor's solicitor may direct, for the purpose of enabling the Vendor to pay the deposit or stamp duty on a property being purchased by the Vendor. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to Standard Clause 3.
51. In the event that this Agreement is not completed within the time prescribed in this agreement, the purchaser agrees that on the prescribed completion date in this agreement, the deposit paid hereunder shall be released to the vendor or to whom the vendor's solicitor may direct, if such delay of the completion due to the purchaser's default or requested by the purchaser.
52. The Purchaser confirms and warrants to the Vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the property the subject of this contract on terms which are reasonable to the Purchaser.

Deposit Less Than 10%

53. Despite any other provision in this contract if the deposit paid by the Purchaser is less than 10% of the purchaser price
 - (a) If the Vendor becomes entitled to forfeit the deposit actually paid, the purchaser must immediately upon demand pay to the Vendor or its solicitor the difference between the actual amount paid and the 10% of the contract price; and
 - (b) If the payment is not made pursuant to clause (a), the Vendor is entitled to sue the purchaser for any outstanding amount referred to in the clause (a)

The above clause does not waive any rights of the Vendor has under the contract and/or law for claiming the damages suffered due to the breach of the contract by the Purchaser.

GST

54. It is expressly agreed by the purchaser that the price DOES NOT include GST.
55. The purchaser warrants that the purchaser will use the property predominantly for residential purposes. If the purchaser changes the use of the property and cause GST becomes payable, the purchaser shall be liable to pay such GST and fully indemnifies the vendor for any such liability in respect of GST.

This clause does not merge on completion.

Swimming Pool

56.
 - (a) The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pool Act 1992 and the requirements prescribed under the Act.
 - (b) The Purchaser shall not require the Vendor to fence or execute any works in respect of the swimming pool improvement located upon the land hereby sold and notwithstanding anything to the contrary elsewhere provided in this contract shall not require the Vendor to comply with any notice or requirement of the Council which may issue subsequent to the date hereof in respect to such

swimming pool and on completion hereof shall assume the responsibility to comply with any such notice or requirement.

- (c) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and the erection of a warning notice.

This clause does not merge on completion.

Survey Report/Building Certificate

- 57. If a Survey Report of the Property or a Building Certificate in relation to the Property is annexed to this contract, the Purchaser acknowledges having inspected the Survey and/or Building Certificate and agrees that no objection requisition and/or claim for compensation shall be made on any matter referred to on the survey and/or Building Certificate.
- 58. If the Purchaser applies for a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 (Building Certificate), he must do so at his own cost and:
 - (a) If the local council refuses or fails to issue the Building Certificate, that refusal or failure, or the facts upon which such refusal or failure are based, will not be a defect in the Vendor's title to the Property and the Purchaser must take title despite that council's refusal or failure or facts; or
 - (b) If the local council requires work to be done on the property as a condition of issuing a Building Certificate or issues a Building Certificate but requires work to be carried out, the Purchaser must not make any claim against the Vendor nor terminate nor delay completion of this contract because of either requirement.

Execution of Contract

- 59. This contract may be signed in in any number of counterparts as if the signatures to each counterpart were on the same instrument.
- 60. In the event where this contract has been digitally signed using a Trust Service Provider:
 - (a) The parties acknowledge that the electronic version of this contract signed by each respective party is a true and original version of the contract, and
 - (b) The parties acknowledge that the Service of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this contract, and
 - (c) Each of the parties consent to send and receive the executed contract counterparts by email for the Purposes of the Electronic Transactions Act 2000.
 - (d) The parties agree that they will make no claim, objection, requisition, or delay completion due to the manner of execution of this contract.

Settlement Adjustments

- 61. The parties agree that if on completion any adjustment made (or allowed to be made) under the contract is incorrectly calculated or overlooked, then either party must make the correct calculation and payment to rectify the error within seven (7) days upon request by the other party.

This clause does not merge on completion.

Transfer Duty

62. The Purchaser must pay all transfer duties (including interest and penalties) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay, or omission to pay those duties.

This clause does not merge on completion.

Non-Individual Purchaser

63. In the event that the Purchaser is a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the contract is not signed under the common seal, each person who signs on behalf of the Purchaser being a director of the company);
- (a) Warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable for the contract price under this contract, both jointly and severally, as if he or she has been named as a Purchaser; and
 - (b) Guarantees (both jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself or herself; and
 - (c) Warrants that they have obtained independent legal advice about the effect of this clause before executing the contract and providing the Guarantee under this clause;

This clause does not merge on completion.

Definitions and Interpretations

64. Headings are for ease of reference only and do not affect the interpretation of this agreement.
65. If there is any inconsistency between these additional clauses and the clauses to the standard form of contract or any annexure hereto, these additional clauses will prevail.



FOLIO: 326/1195250

SEARCH DATE	TIME	EDITION NO	DATE
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5/6/2024	11:55 AM	4	2/12/2021

LAND

LOT 326 IN DEPOSITED PLAN 1195250
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1195250

FIRST SCHEDULE

HANYU HE (T AR678725)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H374638 LAND EXCLUDES MINERALS
- 3 H374638 COVENANT
- 4 DP1190954 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1195248 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1195250 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 DP1195250 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1195250 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1195250 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 10 AR678726 MORTGAGE TO WESTPAC BANKING CORPORATION

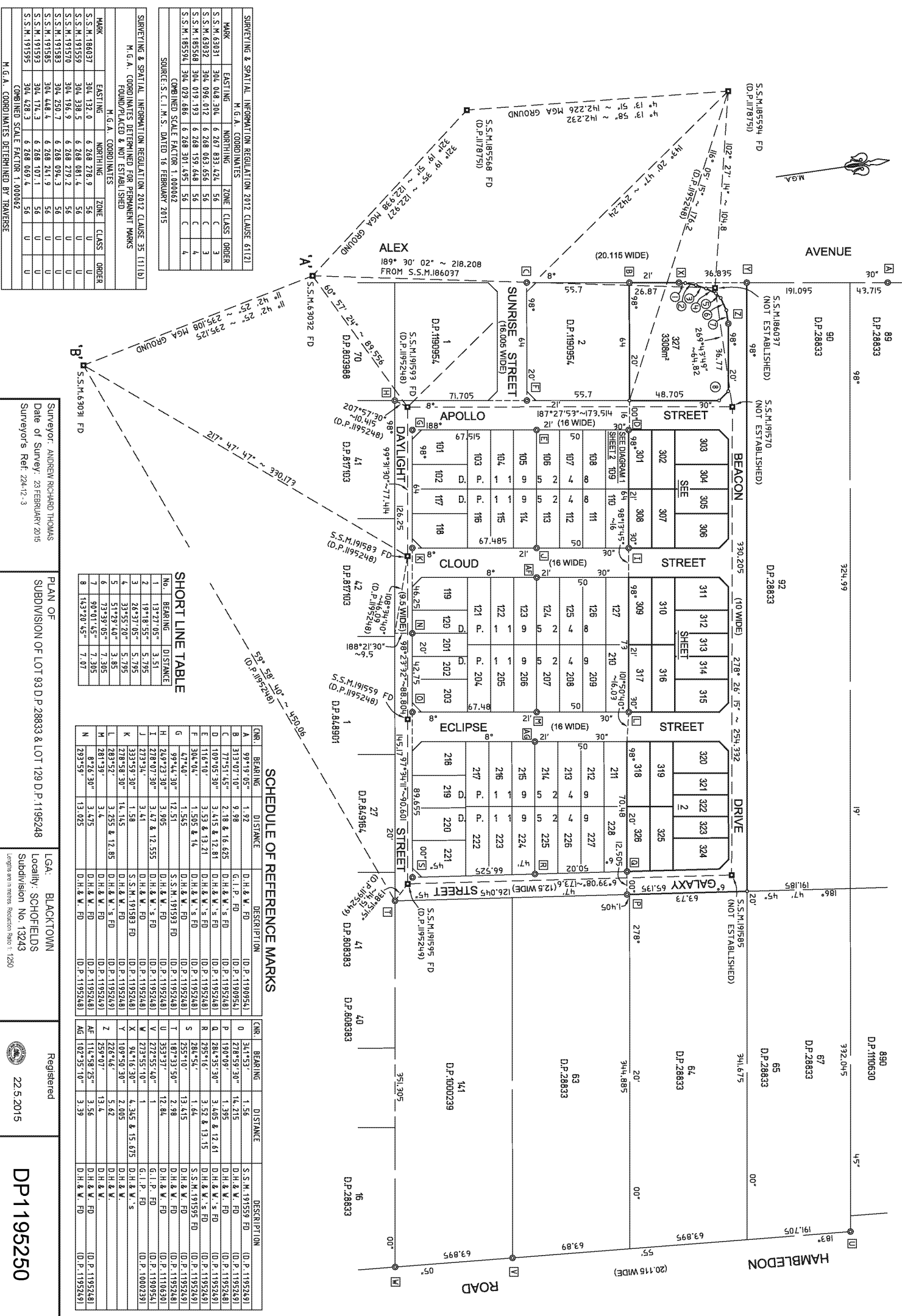
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SS-SLV24-0603

PRINTED ON 5/6/2024



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.186037	304.048.304	6.268.833.424	56	C	3
S.S.M.191570	304.096.012	6.268.063.656	56	C	3
S.S.M.185594	304.019.193	6.268.159.648	56	C	4
S.S.M.185594	304.029.686	6.268.301.455	56	C	4

SOURCES: S.C.I.M.S. DATED 16 FEBRUARY 2015

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.186037	304.132.0	6.268.278.9	56	U	U
S.S.M.191570	304.388.5	6.268.081.4	56	U	U
S.S.M.191570	304.196.9	6.268.279.2	56	U	U
S.S.M.191583	304.250.7	6.268.094.3	56	U	U
S.S.M.191583	304.448.4	6.268.241.9	56	U	U
S.S.M.191593	304.176.3	6.268.107.1	56	U	U
S.S.M.191595	304.428.3	6.268.069.4	56	U	U

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.186037	304.132.0	6.268.278.9	56	U	U
S.S.M.191570	304.388.5	6.268.081.4	56	U	U
S.S.M.191570	304.196.9	6.268.279.2	56	U	U
S.S.M.191583	304.250.7	6.268.094.3	56	U	U
S.S.M.191583	304.448.4	6.268.241.9	56	U	U
S.S.M.191593	304.176.3	6.268.107.1	56	U	U
S.S.M.191595	304.428.3	6.268.069.4	56	U	U

COMBINED SCALE FACTOR 1.00062

M.G.A. COORDINATES DETERMINED BY TRANSVERSE

DATE OF SURVEY 23 FEBRUARY 2015

SURVEYOR'S REF. 224-12-3

PLAN OF SUBDIVISION OF LOT 93 D.P.28833 & LOT 129 D.P.1195248

LOCALITY: SCHOFIELDS

Subdivision No. 13243

Lengths are in metres Reduction Ratio 1:1250

Registered

22.5.2015

DP1195250

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SOURCES: S.C.I.M.S. DATED 16 FEBRUARY 2015

DATE OF SURVEY 23 FEBRUARY 2015

SURVEYOR'S REF. 224-12-3

PLAN OF SUBDIVISION OF LOT 93 D.P.28833 & LOT 129 D.P.1195248

LOCALITY: SCHOFIELDS

Subdivision No. 13243

Lengths are in metres Reduction Ratio 1:1250

Registered

22.5.2015

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SOURCES: S.C.I.M.S. DATED 16 FEBRUARY 2015

DATE OF SURVEY 23 FEBRUARY 2015

SURVEYOR'S REF. 224-12-3

PLAN OF SUBDIVISION OF LOT 93 D.P.28833 & LOT 129 D.P.1195248

LOCALITY: SCHOFIELDS

Subdivision No. 13243

Lengths are in metres Reduction Ratio 1:1250

Registered

22.5.2015

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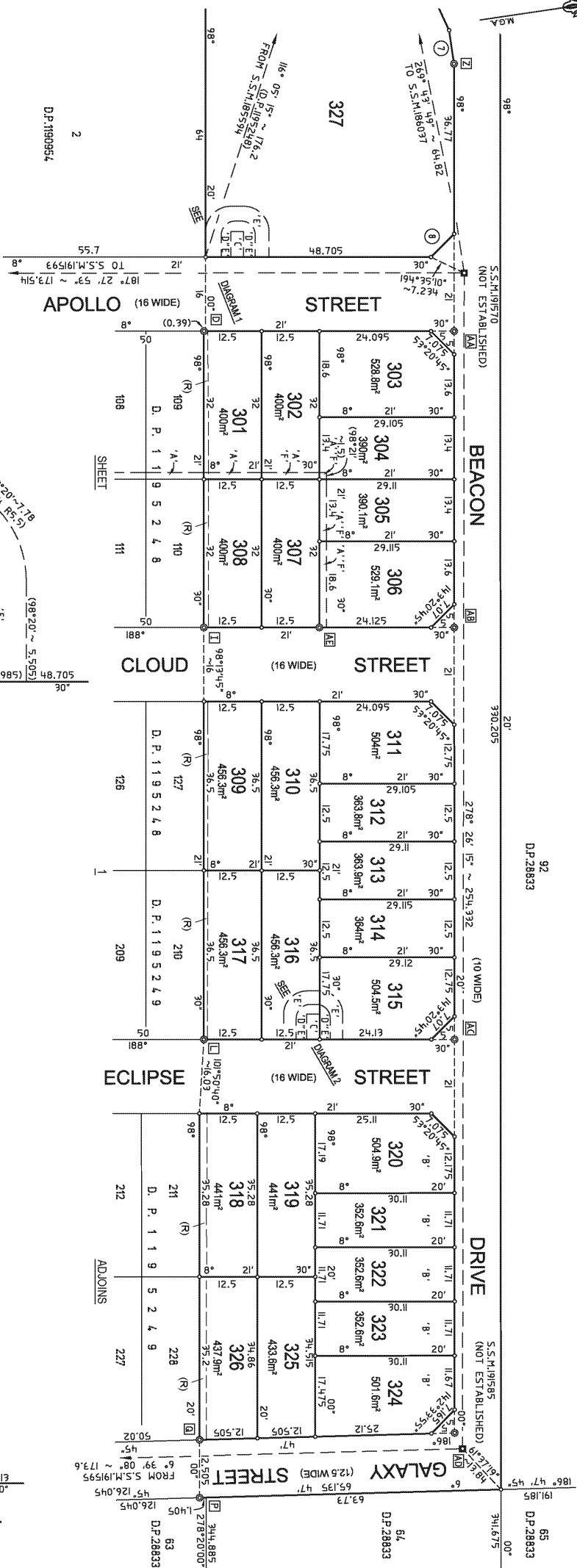
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No.	BEARING	DISTANCE
7	90°01'45"	7.305
8	143°20'45"	7.07

SHORT LINE TABLE

- 'A' - EASEMENT TO DRAIN WATER 1.5 WIDE (DP11952548)
- 'B' - EASEMENT TO DRAIN WATER (WHOLE LOT)
- 'C' - EASEMENT FOR PADIPOUT SUBSTITUTION 2.75 WIDE
- 'D' - RESTRICTION ON USE OF LAND No. 9
- 'E' - RESTRICTION ON USE OF LAND No. 10
- 'F' - EASEMENT TO DRAIN WATER 1.5 WIDE
- '(R)' - RESTRICTION ON THE USE OF LAND NO.9 (DP11952548)
- RESTRICTION ON THE USE OF LAND (DP11909554)

SCHEDULE OF REFERENCE MARKS

AE	CNR	BEARING	DISTANCE	DESCRIPTION
AE	1009.30	D	3.415 & 12.81	D.H.&W.'s PD [D.P. 1195(248)]
I	2037.30	I	3.47 & 12.555	D.H.&W.'s PD [D.P. 1195(248)]
L	283.52	L	3.255 & 12.85	D.H.&W.'s PD [D.P. 1195(248)]
P	190.09	P	1.395	D.H.&W.' PD [D.P. 1195(249)]
Z	284.35-30*	Z	3.405 & 12.61	D.H.&W.' PD [D.P. 1195(249)]
2	226.46*	2	5.62	D.H.&W.'
AA	106.31-30*	AA	12.165 & 15.37	D.H.&W.' & S.S.M.
AB	270.29*	AB	2.285 & 14.29	D.H.&W.'s
AD	221.47-15*	AD	2.205 & 15.36	D.H.&W.'s
AD	229.23	AD	2.07	S.S.M.191585
AE	242.35-30*	AE	13.54	D.H.&W.'
			4.195	D.H.&W.' PD [D.P. 1195(249)]

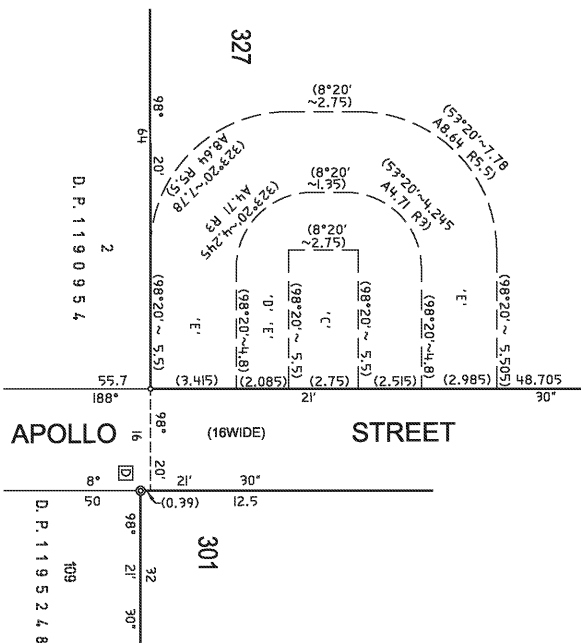


DIAGRAM 1
SCALE 1:150

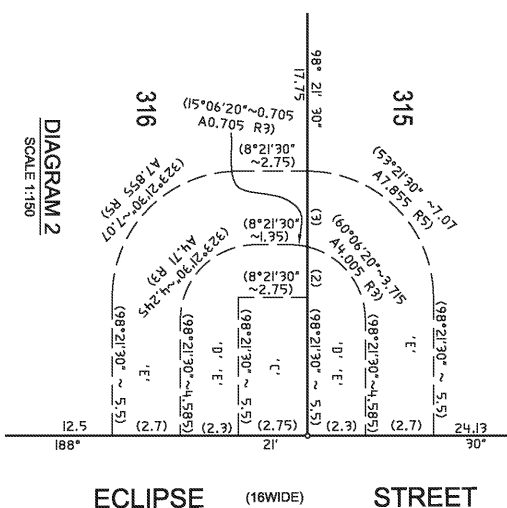


DIAGRAM 2
SCALE 1:150

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 23 FEBRUARY 2015 Surveyor's Ref: 224-12-3	PLAN OF SUBDIVISION OF LOT 93 D.P. 28833 & LOT 129 D.P. 1195248	LGA: BLACKTOWN Locality: SCHOFIELDS Subdivision No. 13243 Lengths are in metres. Reduction Ratio: 1:600	Registered 22.5.2015		DP1195250
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PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  22.5.2015
Title System: TORRENS
Purpose: SUBDIVISION

DP1195250

PLAN OF
SUBDIVISION OF LOT 93 D.P.28833 & LOT 129
D.P.1195248

LGA: BLACKTOWN
Locality: SCHOFIELDS
Parish: GIDLEY
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

Signature:
Date:
File Number:
Office:

Survey Certificate

I, ANDREW RICHARD THOMAS
of CRAIG & RHODES PTY LTD
a surveyor registered under the *Surveying and Spatial Information Act
2002*, certify that:
*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 23 FEBRUARY 2015

~~*(b) The part of the land shown in the plan (*being/*excluding ^.....
.....)
was surveyed in accordance with the *Surveying and Spatial
Information Regulation 2012*, is accurate and the survey was
completed on, the part not surveyed was compiled
in accordance with that regulation.~~

~~*(c) The land shown in the plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~

Signature *Andrew R. Thomas* Dated: 10/3/15

Surveyor ID: 247

Datum Line: 'A' - 'B'

Type: *Urban/*Rural

The Terrain is *Level/Undulating/*Steep/Mountainous

*Strike through if inapplicable.

*Specify the land actually surveyed or specify and land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, Judith Portelli
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and
Assessment Act 1979* have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: *J Portelli*

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 8 MAY 2015

Subdivision Certificate number: 13243

File number: DAP-13-1934

*Strike through inapplicable parts.

Statements of intention to dedicate public roads create public reserves
and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC:

1. BEACON DRIVE (10 WIDE)
2. APOLLO STREET EXTENSION (16 WIDE)
3. CLOUD STREET EXTENSION (9.5 WIDE)
4. ECLIPSE STREET EXTENSION (16 WIDE)
5. GALAXY STREET EXTENSION (12.5 WIDE)

AS PUBLIC ROAD

Plans used in the preparation of survey/compilation

D.P. 1000239
D.P. 1110630
D.P. 1178751
D.P. 1195248
D.P. 1195249
DP 28833

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference:
224-12 - 3

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



22.5.2015

Office Use Only

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DP1195250

PLAN OF
SUBDIVISION OF LOT 93 D.P.28833 & LOT 129
D.P.1195248

Subdivision Certificate number: 13243

Date of Endorsement: 8 MAY 2015

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING
INSTRUMENT IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER (WHOLE LOT)
2. EASEMENT TO DRAIN WATER 1.5 WIDE
3. RESTRICTION ON USE OF LAND
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. POSITIVE COVENANT
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND
14. POSITIVE COVENANT
15. RESTRICTION ON USE OF LAND
16. RESTRICTION ON USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 224-12 - 3

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of ~~4~~ sheet(s)

Registered:



22.5.2015

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 93 D.P.28833 & LOT 129
D.P.1195248

DP1195250

Subdivision Certificate number: 13243Date of Endorsement: 8 MAY 2015

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
301	18	APOLLO	STREET	SCHOFIELDS
302	20	APOLLO	STREET	SCHOFIELDS
303	STREET ADDRESSES NOT AVAILABLE			
304	STREET ADDRESSES NOT AVAILABLE			
305	STREET ADDRESSES NOT AVAILABLE			
306	STREET ADDRESSES NOT AVAILABLE			
307	19	CLOUD	STREET	SCHOFIELDS
308	17	CLOUD	STREET	SCHOFIELDS
309	18	CLOUD	STREET	SCHOFIELDS
310	20	CLOUD	STREET	SCHOFIELDS
311	STREET ADDRESSES NOT AVAILABLE			
312	STREET ADDRESSES NOT AVAILABLE			
313	STREET ADDRESSES NOT AVAILABLE			
314	STREET ADDRESSES NOT AVAILABLE			
315	STREET ADDRESSES NOT AVAILABLE			
316	21	ECLIPSE	STREET	SCHOFIELDS
317	19	ECLIPSE	STREET	SCHOFIELDS
318	20	ECLIPSE	STREET	SCHOFIELDS
319	22	ECLIPSE	STREET	SCHOFIELDS
320	STREET ADDRESSES NOT AVAILABLE			
321	STREET ADDRESSES NOT AVAILABLE			
322	STREET ADDRESSES NOT AVAILABLE			
323	STREET ADDRESSES NOT AVAILABLE			
324	STREET ADDRESSES NOT AVAILABLE			
325	21	GALAXY	STREET	SCHOFIELDS
326	19	GALAXY	STREET	SCHOFIELDS
327	STREET ADDRESSES NOT AVAILABLE			
SOURCE: BLACKTOWN CITY COUNCIL				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 224-12 - 3


PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

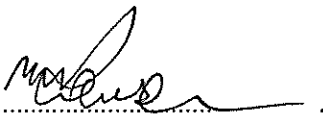
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  22.5.2015	Office Use Only	DP1195250	Office Use Only
PLAN OF SUBDIVISION OF LOT 93 D.P.28833 & LOT 129 D.P.1195248			
Subdivision Certificate number: 13243		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: 8 MAY 2015			

EXECUTED by Aurora (Alex Ave) Pty Ltd
(ACN 163 788 305)
In accordance with Section 127 of the Corporations Act


Signature of Director



Signature of Director/Secretary

MARK VERO RANSON
Name of Director

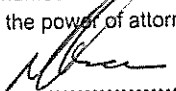
TRENT STEWART MUIR
Name of Director/Secretary

For and on Behalf of: Commonwealth Bank of Australia

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: 
Name of witness: TEENA LOUISE ALLEN
Address of witness: 139 MACQUARIE ST
DUBBO NSW 2830

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified

Signature of attorney: 
Attorney's name: KENNETH MARK HOYLE
Attorney's position: MANAGER
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney - Book: 4548
- No: 494

If space is insufficient use additional annexure sheet

Surveyor's Reference: 224-12 - 3

ePlan

Instrument setting out terms of Easements or Profits à 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.

Lengths are in Metres

Sheet 1 of 15 Sheets

Plan:

Plan of Subdivision of Lot 93
 D.P. 28833 & Lot 129 D.P. 1195248
 covered by Council's Subdivision
 Certificate No. 13243
 Dated: 8 May 2015


DP1195250

Full Name and address of Proprietor of land:	Aurora (Alex Ave) Pty Limited ACN 163 788 305 Building F Level 2 Suite 1 1 Homebush Bay Drive RHODES NSW 2138
--	---

Part 1 (Creation)

	Identity of Easement, profit à 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.	Easement to Drain Water (whole lot)	320, 321, 322, 323, 324	Blacktown City Council
2.	Easement to Drain Water 1.5 Wide	302 304 305 306	301 301, 302 301, 302, 304 301, 302, 304, 305
3.	Restriction on Use of Land	301 to 326 inclusive	Blacktown City Council
4.	Restriction on Use of Land	301 to 326 inclusive	Blacktown City Council
5.	Restriction on Use of Land	301 to 326 inclusive	Blacktown City Council
6.	Restriction on Use of Land	327	Blacktown City Council
7.	Restriction on Use of Land	303, 306, 311, 315, 320, 324	Blacktown City Council

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~~General Manager~~/ Authorised Officer

Lengths are in Metres

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Sheet 2 of 15 Sheets

Plan:


Plan of Subdivision of Lot 93
 D.P. 28833 & Lot 129 D.P. 1195248
 covered by Council's Subdivision
 Certificate No. 13243
 Dated: 8 May 2015

DP1195250

Part 1 (cont)

	Identity of Easement, profit à 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:-
8.	Easement for Padmount Substation 2.75 Wide	316, 327	Endeavour Energy
9.	Restriction on Use of Land	Part 315, Part 316, Part 327	Endeavour Energy
10.	Restriction on Use of Land	Part 315, Part 316, Part 327	Endeavour Energy
11.	Positive Covenant	320, 321, 322, 323, 324	Blacktown City Council
12.	Restriction on Use of Land	320, 321, 322, 323, 324	Blacktown City Council
13.	Restriction on Use of Land	Each Lot 301 to 326 inclusive	Every other lot 301 to 326 inclusive
14.	Positive Covenant	320, 321, 322, 323, 324	Blacktown City Council
15.	Restriction on Use of Land	320, 321, 322, 323, 324	Blacktown City Council
16.	Restriction on Use of Land	320, 321, 322, 323, 324	Blacktown City Council

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 -General Manager/ Authorised Officer

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Plan:

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Certificate No. 13243
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Part 2

Name of Authority empowered to release vary or modify easements numbered 1 & 2 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 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 empowered to release vary or modify the terms of the restriction numbered 3 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.


Name of Authority empowered to release vary or modify the terms of the restriction numbered 4 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Blacktown City Council.

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Part 2 (cont)

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 6 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 consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006, suitability of the lot for any intended use and the payment of Section 94 contributions.

Name of Authority empowered to release vary or modify restriction numbered 6 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 7 in the plan.**

No development shall take place on the lots hereby burdened other than for the purposes of a dual occupancy or semi-detached dwelling with a concurrent subdivision as approved by a development consent upon which contributions in accordance with Section 94 of the Environmental and Planning Assessment Act 1979 will be levied for both dwellings.


Name of Authority empowered to release vary or modify restriction numbered 7 in the plan is Blacktown City Council.

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 8 in the plan.**

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify easement numbered 8 in the plan is Endeavour Energy.

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~~General Manager~~ / Authorised Officer

Lengths are in Metres

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Plan:

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Dated: 8 May 2015

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions
"building" means a substantial structure with a roof and walls and includes any projections from the external walls
"erect" includes construct, install, build and maintain
"restriction site" means that part of the lot burdened subject to the restriction on the use of land.
"120/120/120 fire rating" and "60/60/60 fire rating" mean 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.

Name of Authority empowered to release vary or modify restriction numbered 9 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan
2. Definitions
"erect" includes construct, install, build and maintain
"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 10 in the plan is Endeavour Energy.

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.....
General Manager / Authorised Officer

Lengths are in Metres

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Plan:

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Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, 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 manufacturer's recommended requirements, a copy of which is held on Council File DA 13-1934. 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.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
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.

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.....
General Manager / Authorised Officer

Lengths are in Metres

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DP1195250

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, reasonable 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 purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 13-1934 and as detailed on the plans approved by Blacktown City Council as approved Construction Certificate No. 14-853 on 25/8/2014 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify positive covenant numbered 11 in the plan is Blacktown City Council.

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~~General Manager~~ / Authorised Officer

Lengths are in Metres

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Plan:

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Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the device') constructed within the lots hereby burdened 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 operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
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 of 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 Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 13-1934 and as detailed on the plans approved by Blacktown City Council as Construction Certificate No. 14-853 on 25/8/2014 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.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 12 in the plan is Blacktown City Council.

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~~General Manager~~/ Authorised Officer

Lengths are in Metres

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Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

1. No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta or cement roof tiles or with "Colorbond" metal roofs.
2. No fence shall be erected or be permitted to remain erected unless the fence is:
 - (a) made of timber (lapped and capped), timber with aluminium frame, brick piers with timber infill, slatted timber with solid timber posts, or concrete / masonry
 - (b) where constructed on the secondary street boundary, if applicable, no more than 60% of the maximum lot length
3. No fence shall be erected on burdened lot to divide it from any adjoining land owned by Aurora (Alex Ave) Pty Limited without the consent of Aurora (Alex Ave) Pty Limited. Such consent shall not be withheld if such fence is erected without expense to Aurora (Alex Ave) Pty Limited.
4. No Air-conditioning unit is to be installed:
 - (a) in any front porch/balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit or services are visible from ground level outside the lot.
5. No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
6. No vehicle may be parked on a lot burdened unless it is parked:
 - (a) in a garage or driveway on the burdened lot; or
 - (b) in an area designated as being an area where a vehicle may be parked
7. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable items is visible from ground level outside the burdened lot.
8. No retaining wall that is visible from ground level outside a lot shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
9. No dwelling shall be occupied unless landscape works are completed forward of the building line within 2 years of settlement of land.

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-General Manager-/ Authorised Officer

Lengths are in Metres

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DP1195250

Part 2 (cont)

10. In this restriction on the use of land:

- (a) "Aurora (Alex Ave) Pty Limited" means Aurora (Alex Ave) Pty Limited 163 788 305 and its successors nominees or assigns other than purchasers on sale; and
- (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

Name of Authority empowered to release vary or modify restriction numbered 13 in the plan

- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- (b) Aurora (Alex Ave) Pty Limited for such period as it is the registered proprietor of land in the Plan and thereafter the owners of the lot benefitted

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefitted in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, 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 manufacturer's recommended requirements, a copy of which is held on Council File DA 13-1934. 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.
- (d) Notify Council in writing after each programmed maintenance inspection.

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General Manager / Authorised Officer

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Part 2 (cont)

- (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
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.
- (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, reasonable 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 purpose of this restriction, 'the system' means the future Temporary Stormwater Quality Improvement Device constructed and/or installed on the land as required by Development Consent No. 13-1934 and as detailed on the plans approved by Blacktown City Council as approved Construction Certificate No. 14-853 on 25/8/2014 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

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Part 2 (cont)

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify positive covenant numbered 14 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within the lots hereby burdened 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 operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
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 of 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 future Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as required by Development Consent No 13-1934 and as detailed on the plans approved by Blacktown City Council as Construction Certificate No. 14-853 on 25/8/2014 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.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 15 in the plan is Blacktown City Council.

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Part 2 (cont)


Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

No further development is to be carried out on the lot hereby burdened without development consent and such consent will not be issued until the temporary drainage facilities within the lot burdened are decommissioned and the relevant regional downstream basins being constructed and commissioned.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 16 in the plan is Blacktown City Council.

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Part 2 (cont)

EXECUTED by
Aurora (Alex Ave) Pty Ltd
(ACN 163 788 305)
in accordance with section 127 of the
Corporations Act:



.....
Signature of Director

MARK VERO RAWSON
.....
Name of Director

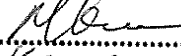

.....
Signature of Director/Secretary

TRENT STEWART MURRIE
.....
Name of Director/Secretary

I certify that the person(s) signing opposite, with whom I am
personally acquainted or as to whose identity I am otherwise
satisfied, signed this instrument in my presence.

Signature of witness: 
Name of witness: TEENA LOUISE ALLEN
Address of witness: 139 MACQUARIE ST
DUBBO NSW 2830

Certified correct for the purposes of the Real Property Act
1900 by the person(s) named below who signed this
instrument pursuant to the power of attorney specified

Signature of attorney: 
Attorney's name: KENNETH MARK 1610
Attorney's position: MANAGER
Signing on behalf of: COMMONWEALTH BANK OF
AUSTRALIA ABN 48 123 123 124
Power of attorney - Book: 4548
- No: 494

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General Manager / Authorised Officer

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Part 2 (cont)

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book 4677 No. 686)
in the presence of:)

J Deans

Signature of WITNESS

Helen Smith

Signature of Attorney

Deborah Pears

Name of Witness (BLOCK LETTERS)

Helen Smith

Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Manager Property & Fleet
Position

Date of Execution: *16 March 2015*

Reference: *URS15061*

REGISTERED



22.5.2015

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

(the same judge 672786)

U. S. GOVERNMENT PRINTING OFFICE: 1964

"A"

H 374638

AND the Transferrees jointly and severally covenant with the Transferrors:-

(a) That no fence shall be erected on the said land to divide it from the Transferrors' adjoining lots 63, 64, 92 and 95 Deposited Plan No. ~~28873~~ without the consent of the Transferrors but such consent shall not be withheld if the fence shall be erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected. The benefit of the foregoing covenant shall be appurtenant to the said adjoining land of the Transferrors but upon transfer of such adjoining land the said covenant shall become absolutely void. The burden of the foregoing covenant is upon the land transferred by this instrument.

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

(b) That they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said Lots 93 and 94 Deposited Plan ~~21133~~ except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

This is the annexure marked "A" referred to in the Memorandum of Transfer dated the 30th day of April 1959 made between JOHN ALLEN TAYLOR and ALEXANDER FRANK COWDRILL and GIOVANNI TESORIERO and ~~WILLIAM~~ ~~TESORIERO~~.

Signed at Sydney the

day of

SIGNED in my presence by the Transferrors who are personally known to me:

.....
.....
.....
Transferrors

SIGNED in my presence by the Transferrees who are personally known to me:

.....
.....
.....
First-named Transferrees
and sole Executor of the second-named
Transferree.

No. **H 374638**

CONSENT OF MORTGAGEE¹
(N.B.—Before execution read marginal note.)

LODGED BY **PRIDDELL GOOLING DAIRY LTD.**

THE INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED

Solicitors
**Mingello House,
Angel Place, SYDNEY.**

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

¹ This consent is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land being released is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at **Sydney** this **Twenty-ninth** day of **April** 19 **59**

Signed in my presence by **THE COMMON SEAL** of **THE INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED** was hereunto affixed by the authority of the Directors in who is personally known to me

[Signature] Directors.
[Signature] Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

¹ Set out unnecessary words. Add any other matter necessary to show that the power is effective.

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

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

¹ To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of the parties.

INDEXED	MEMORANDUM OF TRANSFER <i>Reservation of minerals</i> <i>Subj. to covenants</i>
	Particulars entered in Register Book, Volume 7790 Folio 29830
	Checked by <i>[Signature]</i> Passed (in S.D.B.) by <i>[Signature]</i> Signed by <i>[Signature]</i> the 27th day of July 19 60 30 minutes past 9 o'clock in the fore noon.
	Registered <i>[Signature]</i>

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

1	4	Received Doc. No.
2	5	Receiving Clerk.
3	6	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

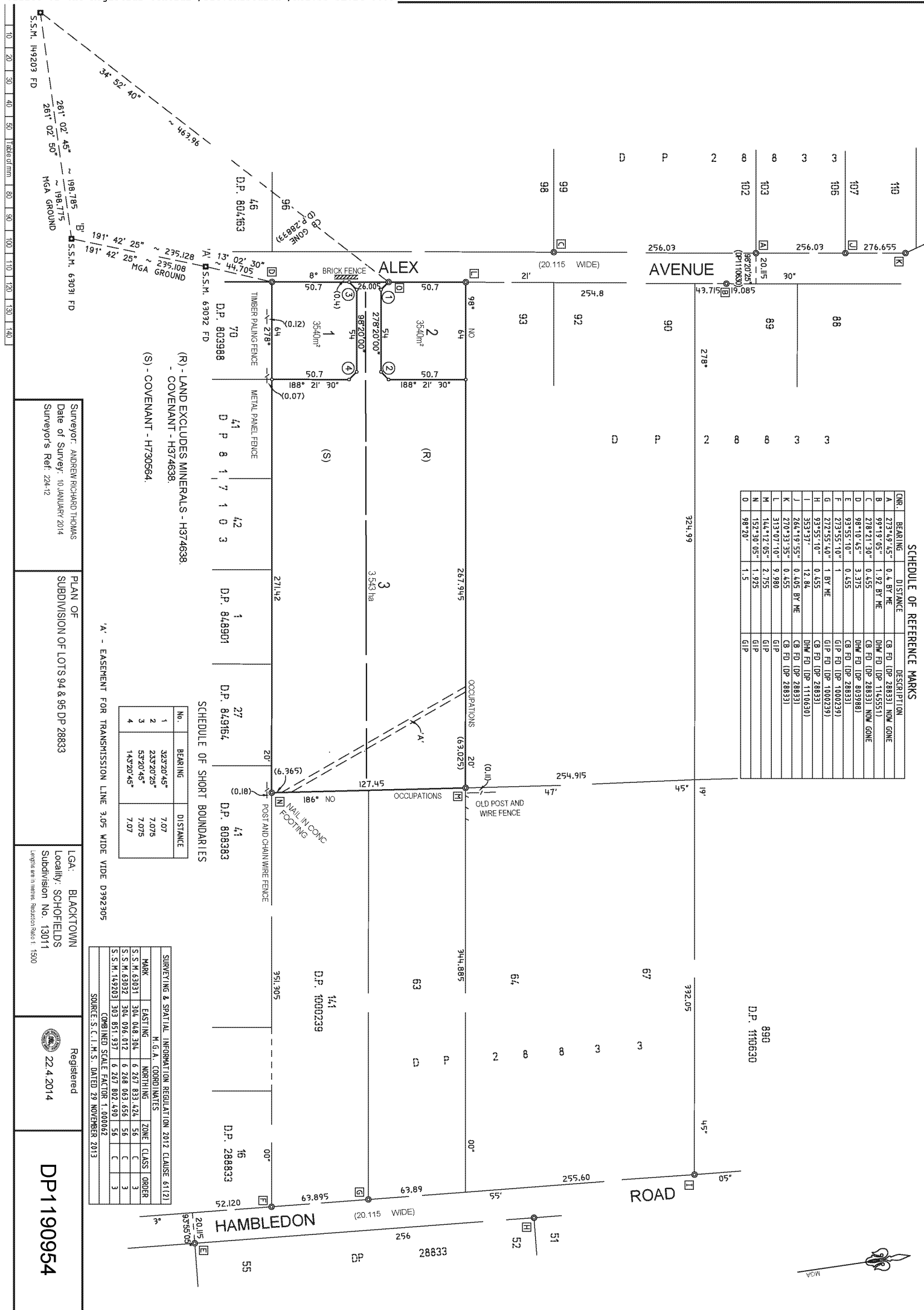
PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	15.6.60
Draft examined	<i>[Signature]</i>	18/6
Diagram prepared	<i>[Signature]</i>	28/6
Diagram examined	<i>[Signature]</i>	17/7
Draft forwarded	<i>[Signature]</i>	19/7
Supt. of Engravers	<i>[Signature]</i>	19/7
Cancellation Clerk	<i>[Signature]</i>	19/7
Vol. 7954 Fol. 112		

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any foreign place by signing or acknowledging before the Mayor or Chief Officer of any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, Counsellor or Secretary at an Embassy, High Commissioner or Consul, Charge d'Affaires, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1/- 0/0, if accompanied by the relevant title of evidence of production thereof, (b) 1/- 0/0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- 0/0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- for each partial discharge of a mortgage is endorsed (a) the Transfer, (f) 1/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved in cases involving more than one single diagram or any diagram other than a simple diagram.
Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:



22.4.2014

Title System:

TORRENS

Purpose:

SUBDIVISION

DP1190954

PLAN OF

SUBDIVISION OF LOTS 94 & 95 DP28833

LGA: BLACKTOWN

Locality: SCHOFIELDS

Parish: GIDLEY

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate

I, ANDREW RICHARD THOMAS

of CRAIG & RHODES PTY LTD

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 10 JANUARY 2014

*(b) The part of the land shown in the plan (*being/*excluding ^.....)

~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that regulation.~~

*(c) The land shown in the plan was compiled in accordance with the ~~*Surveying and Spatial Information Regulation 2012*~~.

Signature Andrew R. Thomas Dated: 17/1/2014

Surveyor ID: 247

Datum Line: 'A' - 'B'

Type: *Urban/*Rural-

The Terrain is *Level Undulating /*Steep Mountainous-

*Strike through if inapplicable.

^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, Judith Portelli
*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: J. Portelli

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 3rd March 2014

Subdivision Certificate number: 13011

File number: DAP-13-1371

*Strike through inapplicable parts.

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE: -

1. RESTRICTION ON USE OF LAND

Plans used in the preparation of survey/compilation-

D.P. 28833
D.P. 1110630
D.P. 1145551
D.P. 1000239
D.P. 803988

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference:

224-12

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



22.4.2014

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOTS 94 & 95 DP28833

DP1190954

Subdivision Certificate number: 13011

Date of Endorsement: 3/3/14

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING & SPATIAL INFORMATION REGULATION 2012
CLAUSE 60(C)

SCHEDULE OF LOTS & ADDRESSES

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1				
2				
3				

SOURCE: BLACKTOWN CITY COUNCIL

STREET ADDRESSES NOT AVAILABLE

Joseph Tabone

If space is insufficient use additional annexure sheet

Surveyor's Reference: 224-12

Instrument setting out terms of Easements or Profits à 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.

Lengths are in Metres

Sheet 1 of 3 Sheets

Plan: **DP1190954**


Plan of Subdivision of Lots 94 & 95
D.P. 28833 covered by Council's
Subdivision Certificate No. 13011

<u>Full Name and address of Proprietor of land:</u>	JOSEPH TABONE 34 Alex Avenue SCHOFIELDS NSW 2762
---	--

Part 1

	Identity of Easement, profit à 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 Use of Land	1, 2, 3	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL


~~General Manager~~ / Authorised Officer

Lengths are in Metres

Sheet 2 of 3 Sheets

Plan: **DP1190954**

Plan of Subdivision of Lots 94 & 95
D.P. 28833 covered by Council's
Subdivision Certificate No. 13011


Part 2

Terms of easement, profit à prendre, restriction or positive covenant 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 consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006, suitability of the lot for any intended use and the payment of Section 94 Contributions.

Name of Authority empowered to release vary or modify Restriction numbered 1 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
~~General Manager~~ / Authorised Officer

Lengths are in Metres

Sheet 3 of 3 Sheets

Plan: **DP1190954**

Plan of Subdivision of Lots 94 & 95
D.P. 28833 covered by Council's
Subdivision Certificate No. 13011

Part 2 (cont)

SIGNED in my presence by
JOSEPH TABONE
who is personally known to me:

)
)
) *Joseph Tabone*

.....
JOSEPH TABONE

Anthony
.....
Signature of Witness

Michael Stoly, 15 FLUSHCOMBE ROAD, BLACKTOWN
.....
Name and Address of Witness (BLOCK LETTERS)

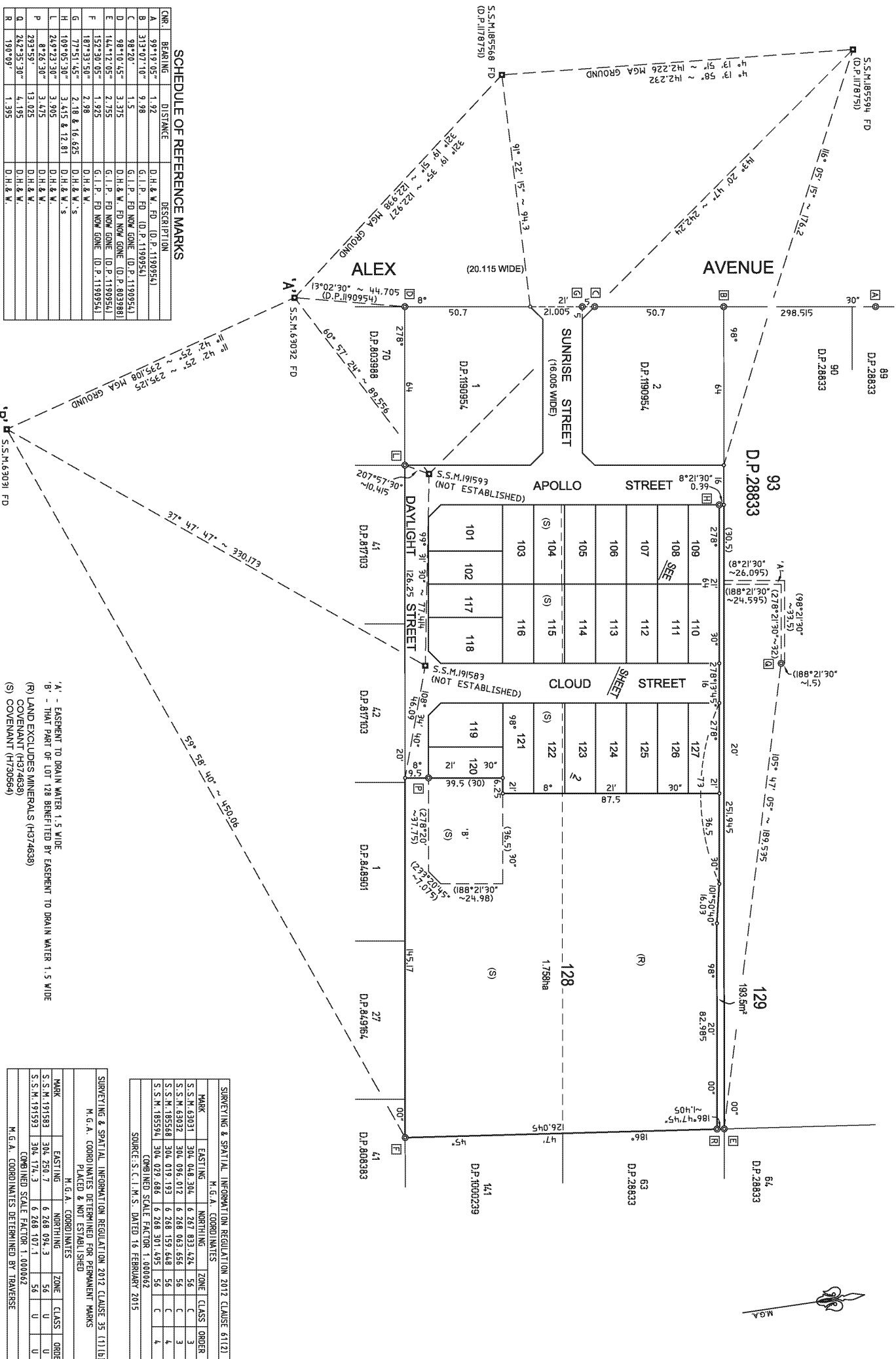
REGISTERED



22.4.2014

APPROVED BY BLACKTOWN CITY COUNCIL

OKen
.....
General Manager / Authorised Officer



SCHEDULE OF REFERENCE MARKS

CR.	BEARING	DISTANCE	DESCRIPTION
A	99°19'05"	1.92	D.H. & W. FD. (D.P. 1190954)
B	313°07'10"	9.98	G.I.P. FD. (D.P. 1190954)
C	98°20'	1.5	G.I.P. FD. NOW GONE. (D.P. 1190954)
D	98°10'45"	3.375	D.H. & W. FD. NOW GONE. (D.P. 803988)
E	144°12'05"	2.755	G.I.P. FD. NOW GONE. (D.P. 1190954)
F	152°30'05"	1.925	G.I.P. FD. NOW GONE. (D.P. 1190954)
G	187°33'00"	2.98	D.H. & W.
H	108°05'30"	2.18 & 16.675	D.H. & W.
I	247°23'30"	3.905	D.H. & W.
L	247°23'30"	3.475	D.H. & W.
P	293°59'	13.025	D.H. & W.
Q	242°35'30"	4.195	D.H. & W.
R	190°09'	1.395	D.H. & W.

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - THAT PART OF LOT 128 BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
(R) LAND EXCLUDES MINERALS (H374638)
(S) COVENANT (H730584)

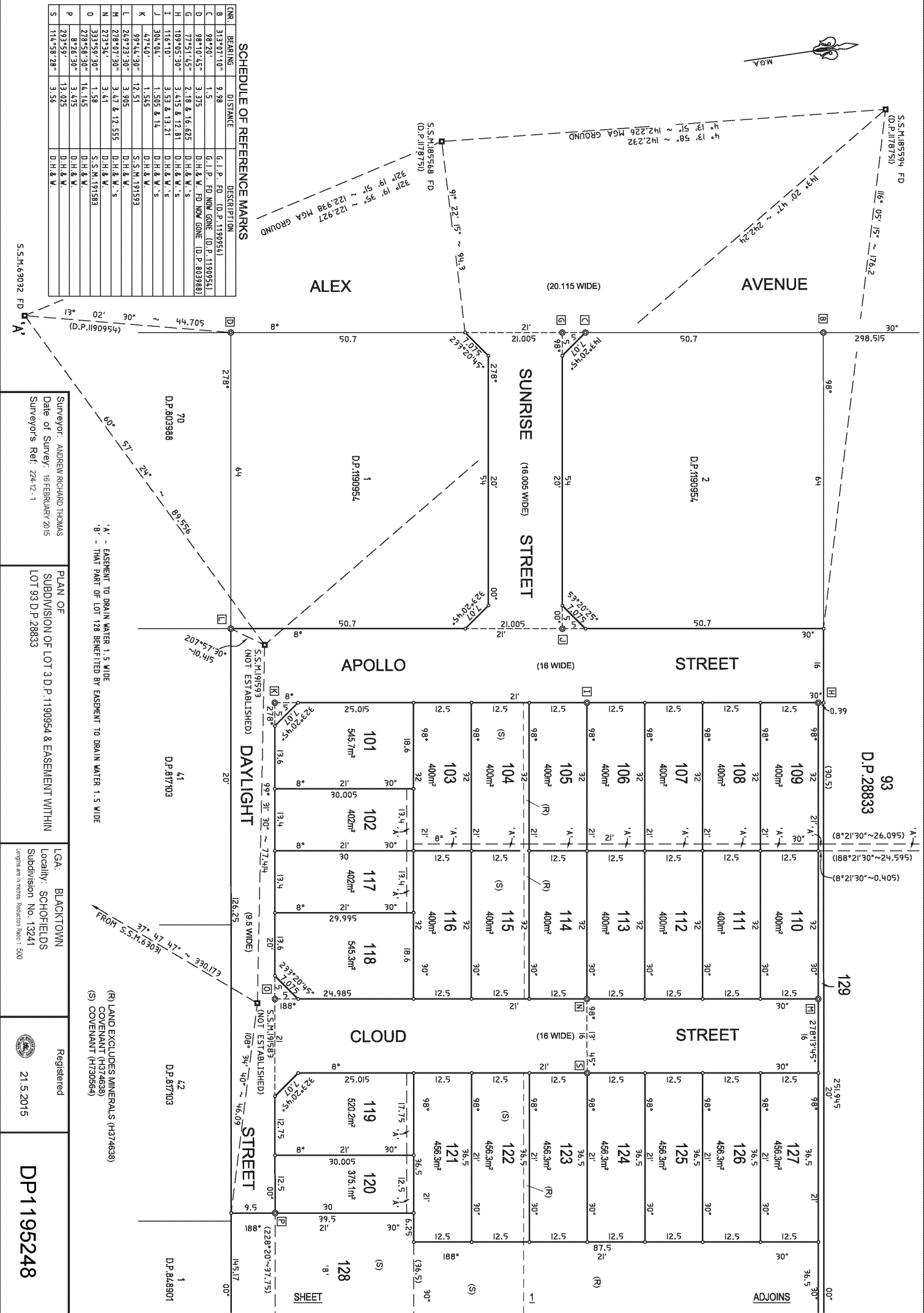
SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)			
M.G.A. COORDINATES			
MARK	EASTING	NORTHING	ZONE CLASS ORDER
S.S.M. 63031	304.048 304.	6 267 833 424.	56 C 3
S.S.M. 63032	304.096 012.	6 268 643 656.	56 C 3
S.S.M. 185568	304.019 193.	6 268 159 648.	56 C 4
S.S.M. 185574	304.029 686.	6 268 301 495.	56 C 4
COMBINED SCALE FACTOR 1.000062			
SOURCE: S.C.I. M.S. DATED 18 FEBRUARY 2015			
SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35 (1)(b)			
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS			
PLACED & NOT ESTABLISHED			
M.G.A. COORDINATES			
MARK	EASTING	NORTHING	ZONE CLASS ORDER
S.S.M. 191583	304.176.3	6 268 092.3	56 U U
S.S.M. 191593	304.176.3	6 268 107.1	56 U U
COMBINED SCALE FACTOR 1.000062			
M.G.A. COORDINATES DETERMINED BY TRAVERSE			

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 16 FEBRUARY 2015 Surveyor's Ref: 22412-1	PLAN OF SUBDIVISION OF LOT 3 D.P. 1190954 & EASEMENT WITHIN LOT 93 D.P. 28833	LGAI: BLACKTOWN Locality: SCHOFIELDS Subdivision No. 13241 Lengths are in metres. Reduction Ratio: 1:1000	Registered 21.5.2015 DP1195248
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SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
B	313°07'10"	9.98	G.I.P. RD (D.P. 1190954)
C	98°20'11"	1.5	G.I.P. RD NOW GONE (D.P. 1190954)
D	98°10'45"	3.375	D.H. & W. RD NOW GONE (D.P. 803988)
E	77°51'45"	2.18 & 16.625	D.H. & W. S
F	109°05'30"	3.475 & 12.81	D.H. & W. S
G	116°10'	3.53 & 13.21	D.H. & W. S
H	304°04'	1.505 & 14	D.H. & W. S
I	47°40'	12.51	D.H. & W.
J	99°44'30"	3.905	D.H. & W.
K	278°07'30"	3.47 & 12.555	D.H. & W. S
L	273°54'	1.58	D.H. & W.
M	278°59'30"	14.165	D.H. & W.
N	278°59'30"	3.475	D.H. & W.
O	273°54'	13.025	D.H. & W.
P	8°26'30"	3.55	D.H. & W.
S	114°58'28"		D.H. & W.



Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 16 FEBRUARY 2015
Surveyor's Ref: 22472-1

PLAN OF
SUBDIVISION OF LOT 3 D.P. 1190954 & EASEMENT WITHIN
LOT 93 D.P. 28833

LG: BLACKTOWN
Locality: SCHOFIELDS
Subdivision No. 13241
Lengths are in metres. Reduction Ratio: 1:500

Registered
21.5.2015

DP1195248

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  21.5.2015

Title System: TORRENS

Purpose: SUBDIVISION

DP1195248

PLAN OF
SUBDIVISION OF LOT 3 D.P.1190954 &
EASEMENT WITHIN LOT 93 D.P.28833LGA: BLACKTOWN
Locality: SCHOFIELDS
Parish: GIDLEY
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate

I, ANDREW RICHARD THOMAS

of CRAIG & RHODES PTY LTD

a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 16 FEBRUARY 2015

*(b) The part of the land shown in the plan (*being/*excluding ^.....)

~~was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on, the part not surveyed was compiled
in accordance with that regulation.~~*(c) The land shown in the plan was compiled in accordance with the
~~*Surveying and Spatial Information Regulation 2012*.~~Signature Andrew R. Thomas Dated: 2 MARCH 2015

Surveyor ID: 247

Datum Line: 'A' - 'B'

Type: *Urban/*Rural

The Terrain is *Level/Undulating/*Steep/Mountainous

*Strike through if inapplicable.

*Specify the land actually surveyed or specify and land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, Judith Portelli

*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.Signature: J. Portelli

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 8 MAY 2015

Subdivision Certificate number: 13241

File number: DAP - 13-1934

*Strike through inapplicable parts.

Statements of intention to dedicate public roads create public reserves
and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC:

1. SUNRISE STREET (16.005 WIDE)
2. APOLLO STREET (16 WIDE)
3. DAYLIGHT STREET (9.5 WIDE)
4. CLOUD STREET (16 WIDE)

AS PUBLIC ROAD

Plans used in the preparation of survey/compilation

D.P. 28833
D.P. 803988
D.P. 1178751
D.P. 1190954

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6ASurveyor's Reference:
224-12 - 1

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of ⁴³ sheet(s)

Registered:



21.5.2015

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 3 D.P.1190954 &
EASEMENT WITHIN LOT 93 D.P.28833

DP1195248

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:13241.....

Date of Endorsement:8/5/15.....

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE
ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. RESTRICTION ON USE OF LAND
3. RESTRICTION ON USE OF LAND
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 224-12 - 1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



21.5.2015

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 3 D.P.1190954 &
EASEMENT WITHIN LOT 93 D.P.28833

DP1195248

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 13241

Date of Endorsement: 8/5/15

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
101	STREET ADDRESS NOT AVAILABLE			
102	STREET ADDRESS NOT AVAILABLE			
103	4	APOLLO	STREET	SCHOFIELDS
104	6	APOLLO	STREET	SCHOFIELDS
105	8	APOLLO	STREET	SCHOFIELDS
106	10	APOLLO	STREET	SCHOFIELDS
107	12	APOLLO	STREET	SCHOFIELDS
108	14	APOLLO	STREET	SCHOFIELDS
109	16	APOLLO	STREET	SCHOFIELDS
110	15	CLOUD	STREET	SCHOFIELDS
111	13	CLOUD	STREET	SCHOFIELDS
112	11	CLOUD	STREET	SCHOFIELDS
113	9	CLOUD	STREET	SCHOFIELDS
114	7	CLOUD	STREET	SCHOFIELDS
115	5	CLOUD	STREET	SCHOFIELDS
116	3	CLOUD	STREET	SCHOFIELDS
117	STREET ADDRESS NOT AVAILABLE			
118	STREET ADDRESS NOT AVAILABLE			
119	STREET ADDRESS NOT AVAILABLE			
120	STREET ADDRESS NOT AVAILABLE			
121	4	CLOUD	STREET	SCHOFIELDS
122	6	CLOUD	STREET	SCHOFIELDS
123	8	CLOUD	STREET	SCHOFIELDS
124	10	CLOUD	STREET	SCHOFIELDS
125	12	CLOUD	STREET	SCHOFIELDS
126	14	CLOUD	STREET	SCHOFIELDS
127	16	CLOUD	STREET	SCHOFIELDS
128	STREET ADDRESS NOT AVAILABLE			
129	STREET ADDRESS NOT AVAILABLE			
SOURCE: BLACKTOWN CITY COUNCIL				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 224-12 - 1


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  21.5.2015

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 3 D.P.1190954 &
EASEMENT WITHIN LOT 93 D.P.28833

DP1195248

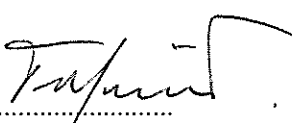
Subdivision Certificate number: 13241
Date of Endorsement: 8/5/15

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by Aurora (Alex Ave) Pty Ltd
(ACN 163 788 305)
In accordance with Section 127 of the Corporations Act


Signature of Director



Signature of Director/Secretary

MARK VERO RANSA
Name of Director

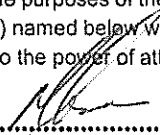
TRENT MURRIE
Name of Director/Secretary

For and on Behalf of: Commonwealth Bank of Australia

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: 
Name of witness: Teena Louise Allen
Address of witness: 139 Macquarie St
Dubbo NSW 2830

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified

Signature of attorney: 
Attorney's name: KENNETH MARK KNOX
Attorney's position: MANAGER
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney - Book: 4548
- No: 494

If space is insufficient use additional annexure sheet

Surveyor's Reference: 224-12 - 1

ePlan

Instrument setting out terms of Easements or Profits à 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.

Lengths are in Metres

Sheet 1 of 6 Sheets

Plan:

DP1195248

Plan of Subdivision of Lot 3
 D.P. 1190954 and Easement within
 Lot 93 D.P. 28833 covered by Council's
 Subdivision Certificate No. /324/
 Dated: 8 May 2015

Full Name and address of Proprietor of land:	Aurora (Alex Ave) Pty Limited ACN 163 788 305 Building F Level 2 Suite 1 1 Homebush Bay Drive RHODES NSW 2138
--	---

Part 1 (Creation)

	Identity of Easement, profit à 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.	Easement to Drain Water 1.5 Wide	102 103 104 105 106 107 108 109 117 119 120	101, 117, 118 101, 102, 117, 118 101, 102, 103, 117, 118 101, 102, 103, 104, 117, 118 101, 102, 103, 104, 105, 117, 118 101, 102, 103, 104, 105, 106, 117, 118 101, 102, 103, 104, 105, 106, 107, 117, 118 101, 102, 103, 104, 105, 106, 107, 108, 117, 118 118 120, Part 128 denoted 'B' Part 128 denoted 'B'

APPROVED BY BLACKTOWN CITY COUNCIL


~~General Manager~~ Authorised Officer

Lengths are in Metres

ePlan
 Sheet 2 of 6 Sheets

Plan:

DP1195248

Plan of Subdivision of Lot 3
 D.P. 1190954 and Easement within
 Lot 93 D.P. 28833 covered by Council's
 Subdivision Certificate No. 13241
 Dated: 8 May 2015

Part 1 (cont)

	Identity of Easement, profit à 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.	Easement to Drain Water 1.5 Wide	129, 93/28833	101, 102, 103, 104, 105, 106, 107, 108, 109, 117, 118
2.	Restriction on Use of Land	101, 119, 118	Blacktown City Council
3.	Restriction on Use of Land	101 to 127 inclusive	Blacktown City Council
4.	Restriction on Use of Land	101 to 127 inclusive	Blacktown City Council
5.	Restriction on Use of Land	128, 129	Blacktown City Council
6.	Restriction on Use of Land	Each lot 101 to 127 inclusive	Every other lot 101 to 127 inclusive
7.	Restriction on Use of Land	101 to 127 inclusive	Blacktown City Council

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 -General Manager- / Authorised Officer

Lengths are in Metres

Sheet 3 of 6 ^{ePlan} Sheets

Plan:

DP1195248

Plan of Subdivision of Lot 3
D.P. 1190954 and Easement within
Lot 93 D.P. 28833 covered by Council's
Subdivision Certificate No. 13241
Dated: 8 May 2015

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

No development shall take place on the lots hereby burdened other than for the purposes of a dual occupancy or semi-detached dwelling with a concurrent subdivision as approved by a development consent upon which contributions in accordance with Section 94 of the Environmental and Planning Assessment Act 1979 will be levied for both dwellings.

Name of Authority empowered to release vary or modify easement numbered 2 in the plan is Blacktown City Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 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 empowered to release vary or modify easement numbered 3 in the plan is Blacktown City Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Blacktown City Council.

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.....
~~General Manager~~ / Authorised Officer

Lengths are in Metres

ePlan
Sheet 4 of 6 Sheets

Plan:

DP1195248

Plan of Subdivision of Lot 3
D.P. 1190954 and Easement within
Lot 93 D.P. 28833 covered by Council's
Subdivision Certificate No. 13241
Dated: 8 May 2015

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 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 consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown City Council's Growth Centres Development Control Plan 2010 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

1. No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta or cement roof tiles or with "Colorbond" metal roofs.
2. No fence shall be erected or be permitted to remain erected unless the fence is:
 - (a) made of timber (lapped and capped), timber with aluminium frame, brick piers with timber infill, slatted timber with solid timber posts, or concrete / masonry
 - (b) where constructed on the secondary street boundary, if applicable, no more than 60% of the maximum lot length
3. No fence shall be erected on burdened lot to divide it from any adjoining land owned by Aurora (Alex Ave) Pty Limited without the consent of Aurora (Alex Ave) Pty Limited. Such consent shall not be withheld if such fence is erected without expense to Aurora (Alex Ave) Pty Limited.
4. No Air-conditioning unit is to be installed:
 - (a) in any front porch/balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit or services are visible from ground level outside the lot.
5. No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
6. No vehicle may be parked on a lot burdened unless it is parked:
 - (a) in a garage or driveway on the burdened lot; or
 - (b) in an area designated as being an area where a vehicle may be parked

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~~General Manager~~/ Authorised Officer

Lengths are in Metres

ePlan
Sheet 5 of 6 Sheets

Plan:

DP1195248

Plan of Subdivision of Lot 3
D.P. 1190954 and Easement within
Lot 93 D.P. 28833 covered by Council's
Subdivision Certificate No. 13241
Dated: 8 May 2015

Part 2 (cont)

7. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable items is visible from ground level outside the burdened lot.
8. No retaining wall that is visible from ground level outside a lot shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
9. No dwelling shall be occupied unless landscape works are completed forward of the building line within 2 years of settlement of land
10. In this restriction on the use of land:
 - (a) "Aurora (Alex Ave) Pty Limited" means Aurora (Alex Ave) Pty Limited 163 788 305 and its successors nominees or assigns other than purchasers on sale; and
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

Name of Authority empowered to release vary or modify restriction numbered 6 in the plan


- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- (b) Aurora (Alex Ave) Pty Limited for such period as it is the registered proprietor of land in the Plan and thereafter the owners of the lot benefitted

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 7 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

ePlan
Sheet 6 of 6 Sheets

Plan:

DP1195248

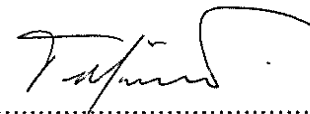
Plan of Subdivision of Lot 3
D.P. 1190954 and Easement within
Lot 93 D.P. 28833 covered by Council's
Subdivision Certificate No. 13241
Dated: 8 May 2015

Part 2 (cont)

EXECUTED by
Aurora (Alex Ave) Pty Ltd
(ACN 163 788 305)
in accordance with section 127 of the
Corporations Act:



Signature of Director

MARK VERO RAWSON
Name of Director

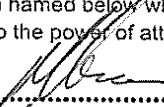

Signature of Director/Secretary

TRENT STEWART MURRIE
Name of Director/Secretary

I certify that the person(s) signing opposite, with whom I am
personally acquainted or as to whose identity I am otherwise
satisfied, signed this instrument in my presence.

Signature of witness: 
Name of witness: TEENA LOUISE ALLEN
Address of witness: 139 Macquarie St
Dubbo NSW 2830

Certified correct for the purposes of the Real Property Act
1900 by the person(s) named below who signed this
instrument pursuant to the power of attorney specified

Signature of attorney: 
Attorney's name: KENNETH MARK KNOX
Attorney's position: MANAGER
Signing on behalf of: **COMMONWEALTH BANK OF
AUSTRALIA ABN 48 123 123 124**
Power of attorney - Book: 4548
- No: 494

REGISTERED



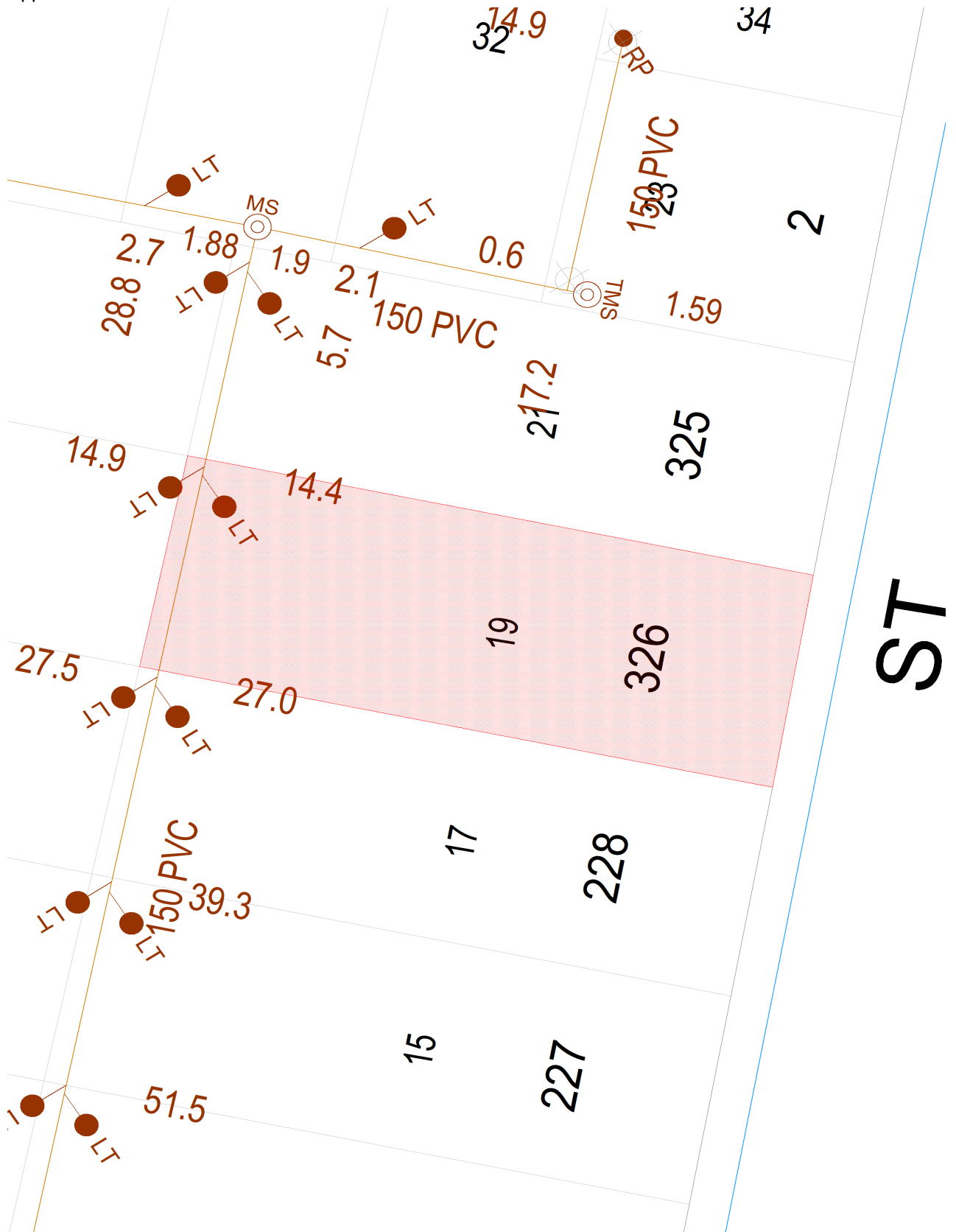
21.5.2015

APPROVED BY BLACKTOWN CITY COUNCIL

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General Manager / Authorised Officer

Service Location Print

Application Number: 8003450289



Document generated at 05-06-2024 12:10:42 PM

Disclaimer

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

Asset Information

Legend

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

5 June 2024

Infotrack Pty Limited

Reference number: 8003450288

Property address: 19 Galaxy St Schofields NSW 2762

Sewer service diagram is not available

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

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

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

Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is fluid and cursive, with the first name "Jodie" and the last name "Gray" clearly visible.

Jodie Gray
Manager Customer Accounts