

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	New Vision Real Estate 3 Josue Crescent, Schofields, NSW 2762 Australia	Phone: (02) 9160 6475 Ref: Chris Brown
co-agent		
vendor	Patrick James O'Meara and Chloe-Jayne Beckett	
vendor's solicitor	 PO Box 696, Parramatta NSW 2124	Phone: 4573-6117 Fax: 8088-8001 E: nicole@proactiveconveyancing.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date G1/7 Schofields Farm Road, Tallawong, New South Wales 2762 Registered Plan: Lot 8 Plan SP 101161 Folio Identifier 8/SP101161	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

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

PEXA

Electronic transaction (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

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

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

City Home Strata
 Suite 402, 10 Century Circuit, Norwest NSW 2153
 Phone: (02) 8661 0066 info@cityhomestrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
---	--

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS ATTACHED TO CONTRACT FOR SALE OF LAND 2019 EDITION

33. Insolvency, death, incapacity or bankruptcy

- 33.1 If before completion either party (being an individual) dies, or becomes mentally ill (as defined in the *Mental Health Act, 1959*), then the vendor may rescind this contract whereby the provisions of clause 19 shall apply.
- 33.2 If before completion the purchaser is declared bankrupt or (being a company) resolves to go into liquidation, or has an application for its winding up filed, or enters into any scheme of arrangement with its creditors, or has a liquidator, receiver and manager, official manager, or administrator appointed to it, then the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate the contract in accordance with clause 9.

34. Conflict between provisions

- 34.1 If there is any conflict between any provision of the Special Conditions of Sale and any provision of the printed Contract for Sale, the provision of the Special Conditions of Sale will prevail.

35. Purchaser's acknowledgments, warranties and representations

- 35.1 The purchaser represents and warrants that in entering this contract the purchaser has not relied on any representations or warranties about its subject matter by the vendor or its agent(s) except those set out in this contract, and has relied only on the purchaser's own inquiries or inquiries made on the purchaser's behalf, which relate to the property.
- 35.2 The purchaser has obtained all approvals the law requires to enable the purchaser to enter into and complete the contract and accepts that this contract contains the whole of the agreement between the parties with respect of the sale of the property.
- 35.3 The purchaser acknowledges that the purchaser has inspected the property and accepts it in its present condition (subject to all existing services as defined in clause 10.1.2), and the purchaser cannot make a claim or requisition, delay completion or rescind or terminate the contract because of:
- (a) present state of repair and condition of the property including but not limited to the condition of the property on settlement in respect of any holes as a result of the removal of any pictures, shelving, surround sound systems, TV brackets or any other wires relating thereto;
 - (b) any latent or patent defect in the property including any infestation and or/dilapidation;
 - (c) the presence, nature, location, availability or non-availability of any services, as defined in clause 10.1.2, or any easements or rights in connection with those services;
 - (d) the discharge of any roof, swimming pool or ground water into the sewer; and
 - (e) the loss of, or damage to (other than loss or damage due to the act or default of the vendor), mechanical breakdown in, or fair wear and tear to, any inclusions or items which form part of this sale.

36. Warranty as to Agent

- 36.1 The purchaser warrants that the purchaser was not introduced to the vendor or to the property by any agent other than the vendor's agent named in this contract and the purchaser indemnifies the vendor against any claim for commission which might be made by any agent resulting from a breach of this warranty and against all costs and expenses incidental to defending any such claims. This clause shall not merge on completion.

37. **Notice to Complete**

- 37.1 When a party is entitled to give a notice to complete making time of the essence for completion of this contract, then 14 days (excluding the date on which that notice is given), is a reasonable and sufficient period to allow for completion in that notice.
- 37.2 The party serving the notice to complete shall also be at liberty, at its sole discretion, to withdraw or extend such notice and/or reissue a subsequent notice to complete at any time.

38. **Notices**

- 38.1 If a notice or a document ("the notice") is sent by email or facsimile then the notice is taken to have been received when the transmission has been completed except where:
- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the notice is taken not to have been given or received; or
 - (b) the time of dispatch is later than 5:00pm on a business day to the place to which the notice is sent, in which case the notice is taken to have been received at 9:00am the next business day at that place.

39. **Liquidated Damages**

- 39.1 If for any reason whatsoever, other than default of the vendor, completion of this contract does not take place on or before the date nominated in this contract, then on completion the purchaser must pay the vendor the following amounts:
- (a) interest on the balance purchase price at the rate of 8% per annum. The interest is to be computed from but excluding the completion date to and including the actual date of completion calculated on a daily basis;
 - (b) the sum of \$330 (incl GST) to cover additional legal costs and other expenses incurred as a consequence of the purchasers delay; and
 - (c) the sum of \$330 (incl GST), if the vendor issues a notice to complete, for additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete;

and these sums are agreed as genuine pre-estimates of the additional expense that will be incurred by the vendor as a result of the purchaser's default, and same are agreed to be allowed upon completion by the purchaser and this clause is acknowledged by the purchaser as an essential term of the contract.

- 39.2 The definition of "adjustment date" in clause 1 is amended to be the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion.
- 39.3 The purchaser is not liable to pay interest under this clause for any period of delay caused solely by the vendor and the purchaser is not entitled to make any claim for compensation from the vendor as a result of the delay in completion.

40. **Parts of this Contract to apply after completion**

- 40.1 Any term of this contract which is capable of applying after completion will continue to apply after completion.

41. Encumbrances

- 41.1 If on completion the vendor gives the purchaser a discharge of mortgage or withdrawal of caveat in registrable form, the purchaser cannot make a requisition requiring these documents to be registered before completion.

42. Drainage Diagram

- 42.1 The vendor discloses and the purchaser acknowledges that the sewer diagram/sewer document attached to the contract is the only diagram/document available from Sydney Water and the purchaser is not entitled to make any requisition, objection or claim against the vendor nor rescind or terminate this contract if the diagram is incomplete or does not show connection to the board sewer. The vendor will not be required to obtain or provide any sewer connections diagram prior to settlement.

43. Release of Deposit

- 43.1 The deposit referred to herein shall be released for payment of; rental bond and/or rent; or as a deposit for the purchase of an alternate property; or for the payment of stamp duty in respect of such property; or to the vendor directly. The execution of this contract shall be full and irrevocable authority to the depositholder named herein to release such deposit and no further authority shall be required.
- 43.2 If the vendor requests, the purchaser or their legal representative will make the deposit available on settlement in the PEXA workspace and the vendor will not be required to pay any fees in relation thereto.

44. Breach of Warranty

- 44.1 Should the purchaser become entitled to rescind the contract for breach of the vendor warranty prescribed in the Conveyancing (Sale of Land) Regulation 2017, the vendor shall also be entitled to rescind the contract provided such right is exercised before the purchaser has served their notice of rescission and no claim for compensation will be made against the vendor in relation to the rescission.

45. Deposit

- 45.1 If the vendor agrees to accept a deposit which is less than 10% of the sale price then:
- (a) the parties acknowledge and agree that such deposit is payable in instalments and the balance of 10% deposit is payable on completion or on termination of this contract by the vendor pursuant to clause 9 of this contract, whichever is the earlier date;
 - (b) if the deposit has been invested in accordance with clause 2.9, clause 2.9 is amended by deleting the words "the parties equally" and replacing those words with "the vendor", so that all interest earned is payable to the vendor.

46. Additional and incorrect calculations

- 46.1 The parties agree that if, on completion, any apportionment of payments due to be made under this contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. This clause shall not merge on completion.

47. No Discharging Mortgagee or Cancelled Settlement

- 47.1 In the event:
- (a) the property is not mortgaged and settlement cannot take place on PEXA then settlement is to take place at the office of ProActive Conveyancing. In the event the purchaser requires settlement at a venue other than the office of ProActive Conveyancing, then the vendor's agency fees will be paid by the purchaser on completion in the sum of \$121.00.
 - (b) settlement of this matter does not take place on the first scheduled settlement date due to the default of the purchaser or its mortgagee, or a change of mind by the purchaser after settlement has been booked, then in addition to other monies payable by the purchaser on

completion of this contract, the purchaser must pay an additional \$165.00 for each rescheduling/cancellation to cover additional legal costs incurred as a result of the delay.

48. Amendment of Printed Pages & Conditions

48.1 If there is any inconsistency between these further clauses and the printed clauses (1 to 31) of this contract these further clauses shall prevail.

48.2 The following changes are made to clauses 1 to 31 of this contract:

- (a) clause 5 - deleted;
- (b) clause 7 - replace "5%" with "\$1,000.00" in clause 7.1.1 and replace "10%" with "\$1,000.00" in clause 7.2.1;
- (c) clause 10.1 - delete line 1 and replace with "The Purchaser cannot make a claim or *requisition* or delay completion or *rescind* or *terminate* in respect of:";
- (d) clause 10.1 - replace "substance" and "disclosed" where appearing in clauses 10.1.8 and 10.1.9 and respectively insert "existence" and "noted" instead;
- (e) clause 14.4.2 - deleted;
- (f) clause 16.8 - deleted;
- (g) clause 18 - add clause 18.8 "The purchaser cannot make any objection, requisition or claim for compensation nor delay completion after entering into possession of the property".
- (h) clause 23.6 - deleted and replaced with the following: "If a contribution is not a regular period and is not disclosed in this Contract, the Vendor is liable for it if it is payable before the date of Contract and the Purchaser is liable for it if it is payable on or after the date of the Contract. If it is payable in instalments, then the Vendor is liable for all/any instalments payable prior to the date of Contract and the Purchaser is liable for all/any instalments payable on or after the date of Contract";
- (i) clause 23.13 - amended by deleting the words "The vendor must serve" and replacing with the words "The purchaser must obtain" on the first line;
- (j) clause 23.14 - deleted in its entirety;
- (k) clause 23.17 - deleted in its entirety.

49. Cooling Off Provisions

49.1 Notwithstanding any other provision of this contract, if a cooling-off period applies then the deposit may be paid by two (2) instalments as follows:

- (a) an amount equivalent to 0.25% of the purchase price on or before the making of this contract; and
- (b) the balance of 10% deposit no later than 5 pm on the fifth business day after the date of this contract, time being of the essence.

50. Auction

50.1 In the event that the property is offered for sale by Auction then the conditions of sale prescribed by clause 15 of the Property, Stock & Business Agents Regulations 2014 shall apply.

51. **Entry into contract electronically**

51.1 This contract may be entered into by:

- (i) both parties each signing and exchanging electronic copies of this document;
- (ii) both parties signing the same document electronically;
- (iii) the vendor consenting to receipt of a paper counterpart signed by the purchaser in exchange for an electronic counterpart emailed to the purchaser; or
- (iv) the vendor consenting to exchange of paper counterpart contracts.

51.2 Both parties agree to be bound by the contracts.

SPECIAL CONDITION

Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser,

..... the
guarantors, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

Guarantor

Guarantor

Witness



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/SP101161

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/5/2022	12:03 PM	2	9/4/2020

LAND

LOT 8 IN STRATA PLAN 101161
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

CHLOE-JAYNE BECKETT
PATRICK JAMES OMEARA
AS JOINT TENANTS

(T AQ25497)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101161
- 2 AQ25498 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Copyright © Office of the Registrar-General 2022
Received: 16/05/2022 12:03:03



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101161

SEARCH DATE	TIME	EDITION NO	DATE
16/5/2022	12:06 PM	2	31/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101161
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101161

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101161
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CITYHOME STRATA MANAGEMENT PTY LTD
SUITE 7, 383 CHURCH STREET
PARRAMATTA NSW 2150

SECOND SCHEDULE (26 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1258608
- 4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP101161
- 5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 6 DP1258608 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 7 DP1258608 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1258608 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 9 DP1258608 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1258608 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 11 DP1258608 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1258608 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

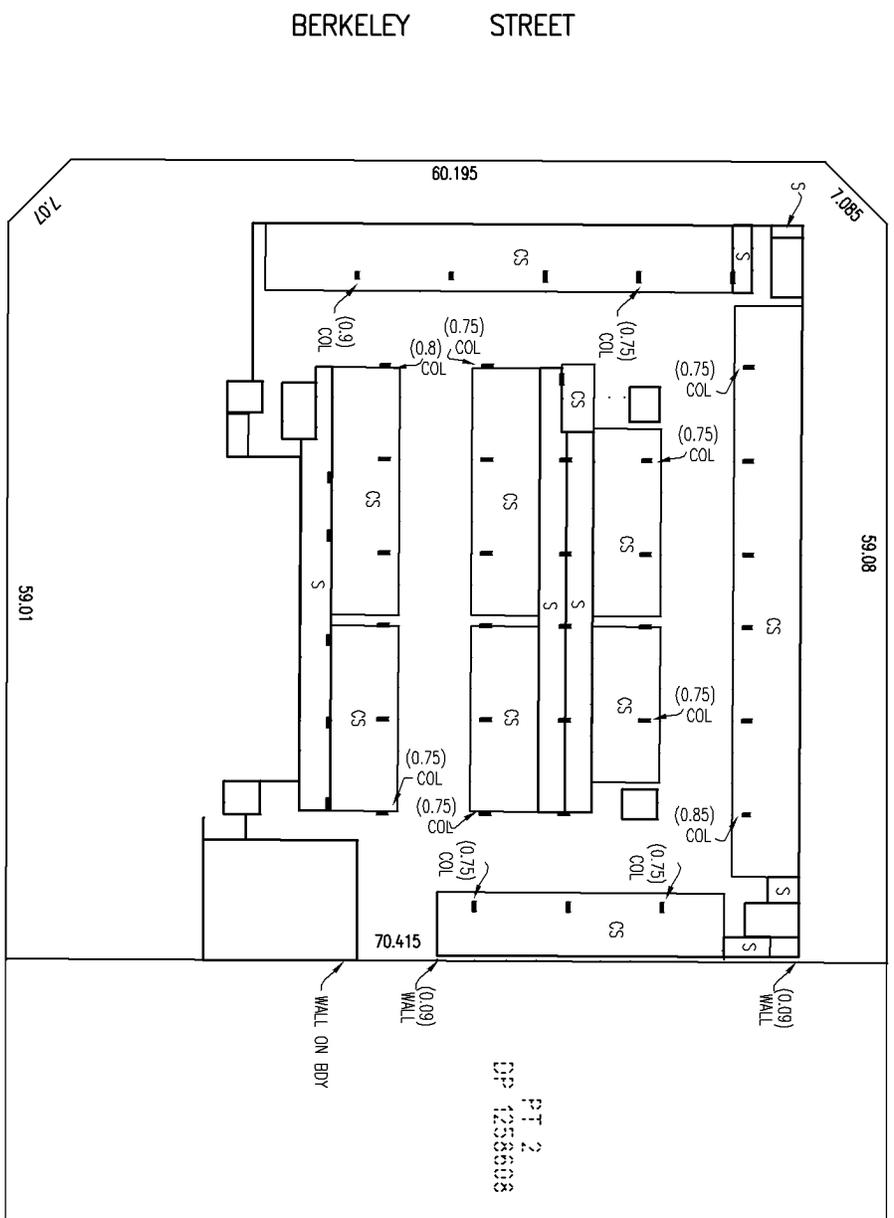
ePlan

Sheet No. 1 of 16 Sheets

No 1 AND 3 JOSUE CRESCENT AND No 7 AND 9
 SCHOFIELDS FARM ROAD, 5 LEVEL CONCRETE RESIDENTIAL
 APARTMENT BUILDING WITH 2 BASEMENT LEVELS, WITHIN A
 RESIDENTIAL APARTMENT COMPLEX

LOCATION PLAN -- BASEMENT LEVEL 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN
 STRATUM AS DEFINED IN DP 1258608
 SCHOFIELDS FARM ROAD



CS - CAR SPACE
 S - STORAGE

GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE
 SUBJECT LAND CREATED BY DP 1258608
 EASEMENT FOR SUPPORT AND SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES
 NOTE: GLOBAL EASEMENT INFORMATION IS NOT
 REPEATED ON THE FOLLOWING SHEETS

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED
 30/03/2020

SP101161

PLAN FORM 1 (A3)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

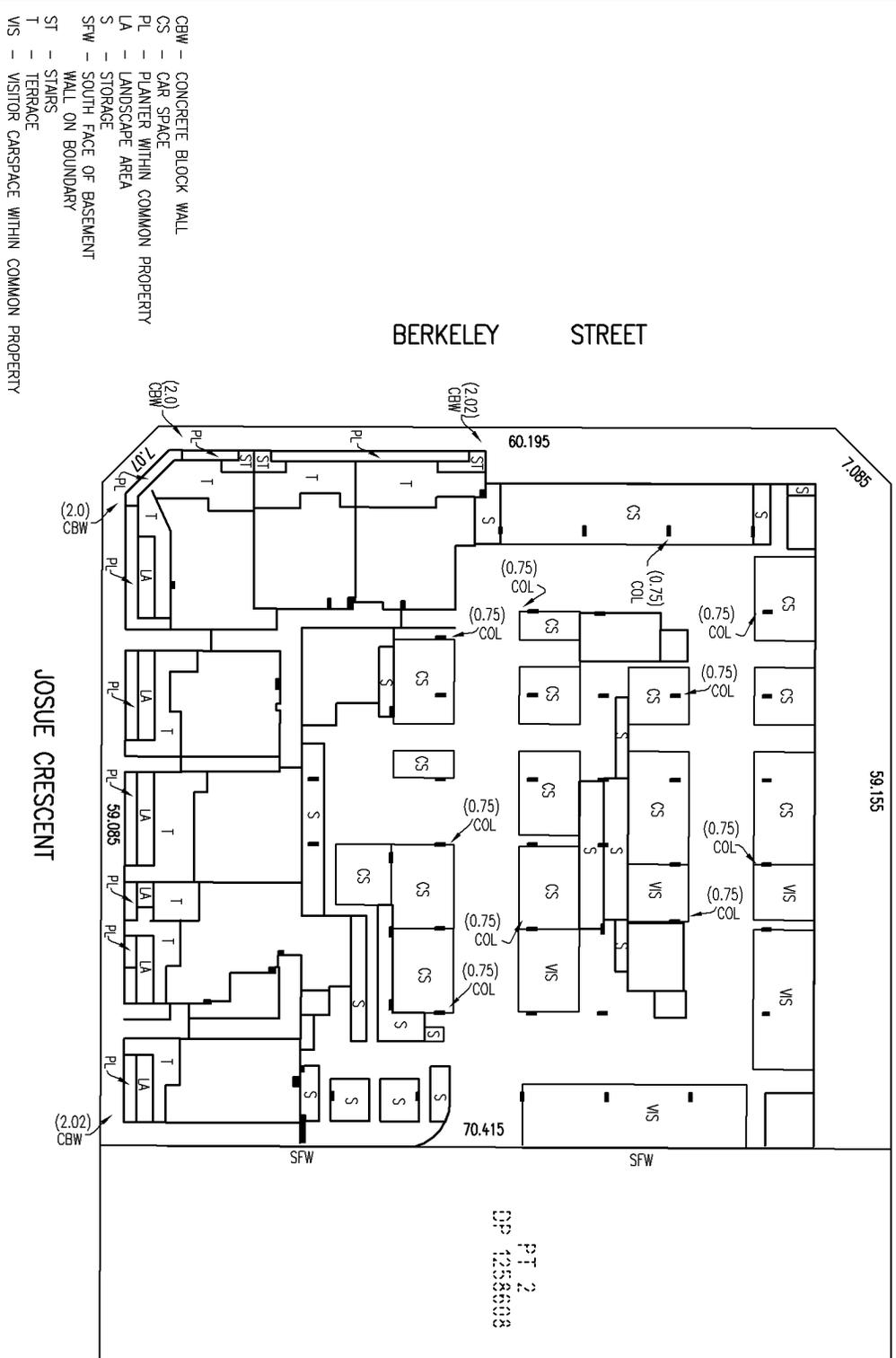
ePlan

Sheet No. 2 of 16 Sheets

No. 1 AND 3 JOSUE CRESCENT AND No. 7 AND 9
 SCHOFIELDS FARM ROAD, 5 LEVEL CONCRETE RESIDENTIAL
 APARTMENT BUILDING WITH 2 BASEMENT LEVELS, WITHIN A
 RESIDENTIAL APARTMENT COMPLEX

LOCATION PLAN -- LOWER GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN
 STRATUM AS DEFINED IN DP 1258608
 SCHOFIELDS FARM ROAD



- CBW - CONCRETE BLOCK WALL
- CS - CAR SPACE
- PL - PLANTER WITHIN COMMON PROPERTY
- LA - LANDSCAPE AREA
- S - STORAGE
- SFW - SOUTH FACE OF BASEMENT WALL ON BOUNDARY
- ST - STAIRS
- T - TERRACE
- VIS - VISITOR CARSPACE WITHIN COMMON PROPERTY

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED
 30/03/2020

SP101161



PLAN FORM 1 (A3)

No 1 AND 3 JOSUE CRESCENT AND No 7 AND 9
 SCHOFIELDS FARM ROAD, 5 LEVEL CONCRETE RESIDENTIAL
 APARTMENT BUILDING WITH 2 BASEMENT LEVELS, WITHIN A
 RESIDENTIAL APARTMENT COMPLEX

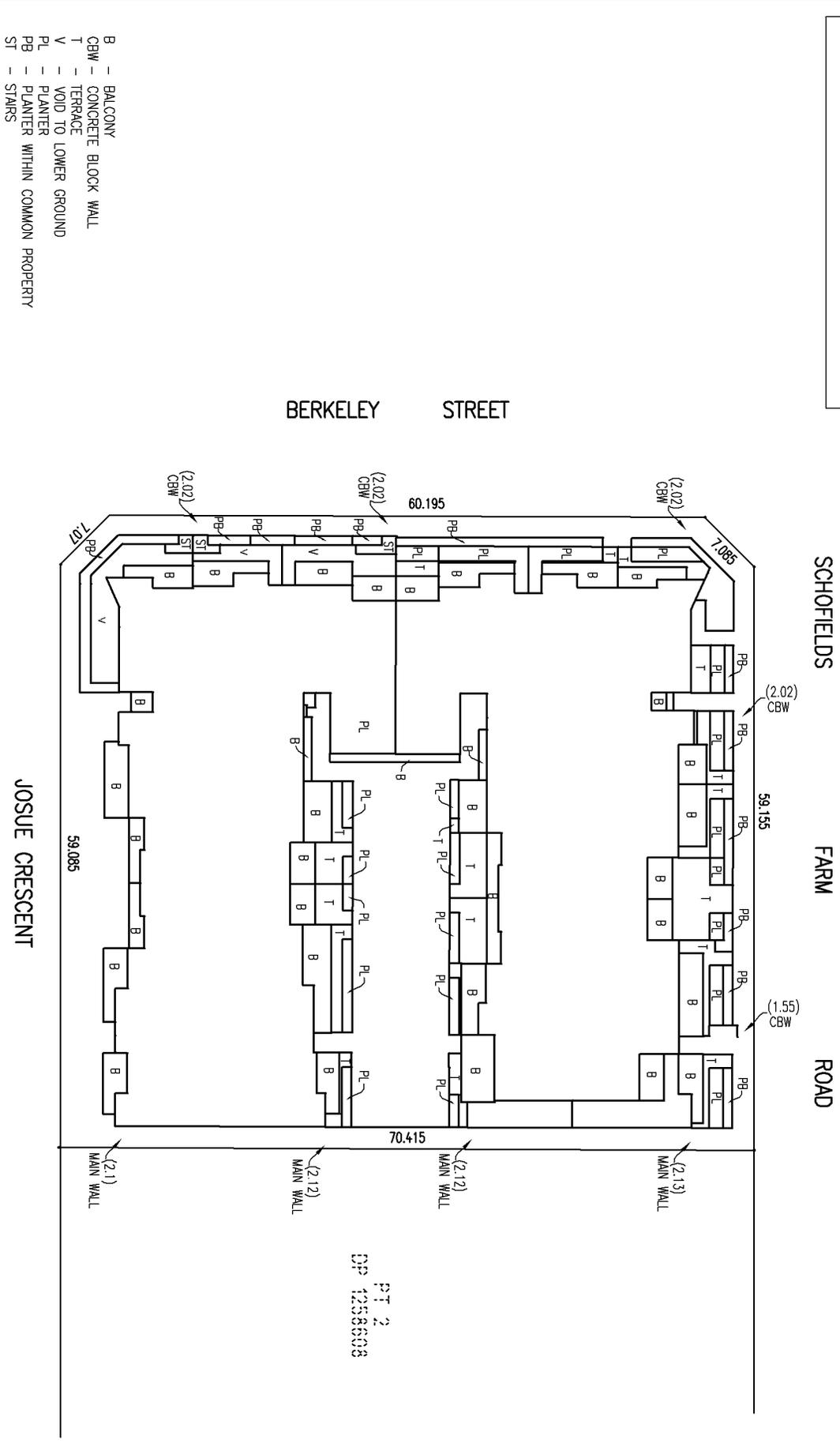
LOCATION PLAN - GROUND LEVEL AND ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN
 STRATUM AS DEFINED IN DP 1258608

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 3 of 16 Sheets



- B - BALCONY
- CBW - CONCRETE BLOCK WALL
- T - TERRACE
- V - VOID TO LOWER GROUND
- PL - PLANTER
- PB - PLANTER WITHIN COMMON PROPERTY
- ST - STAIRS

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

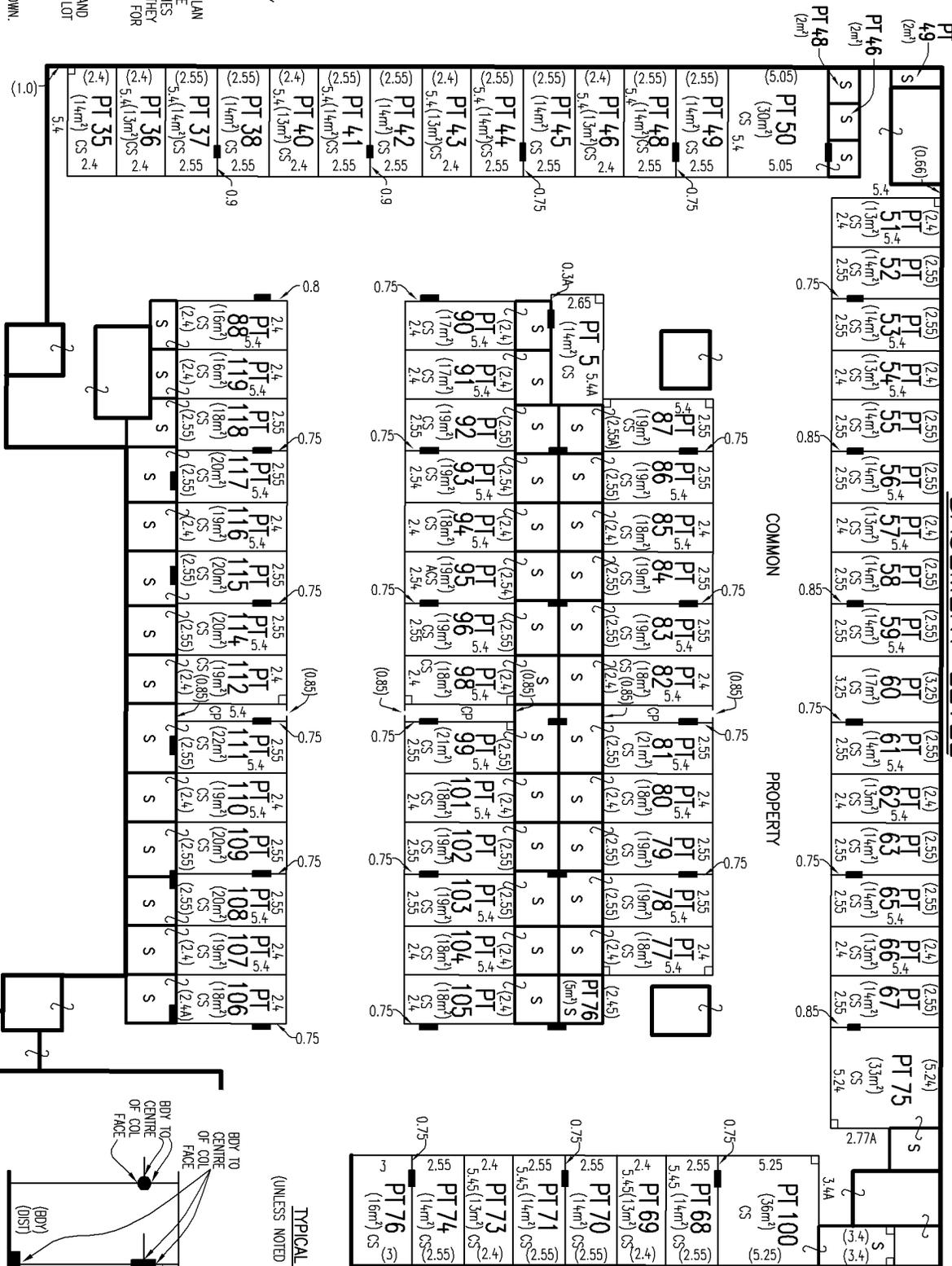
LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED
 30/03/2020

SP101161

PT 2
 DP 1258608

BASEMENT LEVEL



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- A - PROLONGATION OF FACE OF WALL
- CP - COMMON PROPERTY
- CS - CAR SPACE
- S - STORAGE SPACE

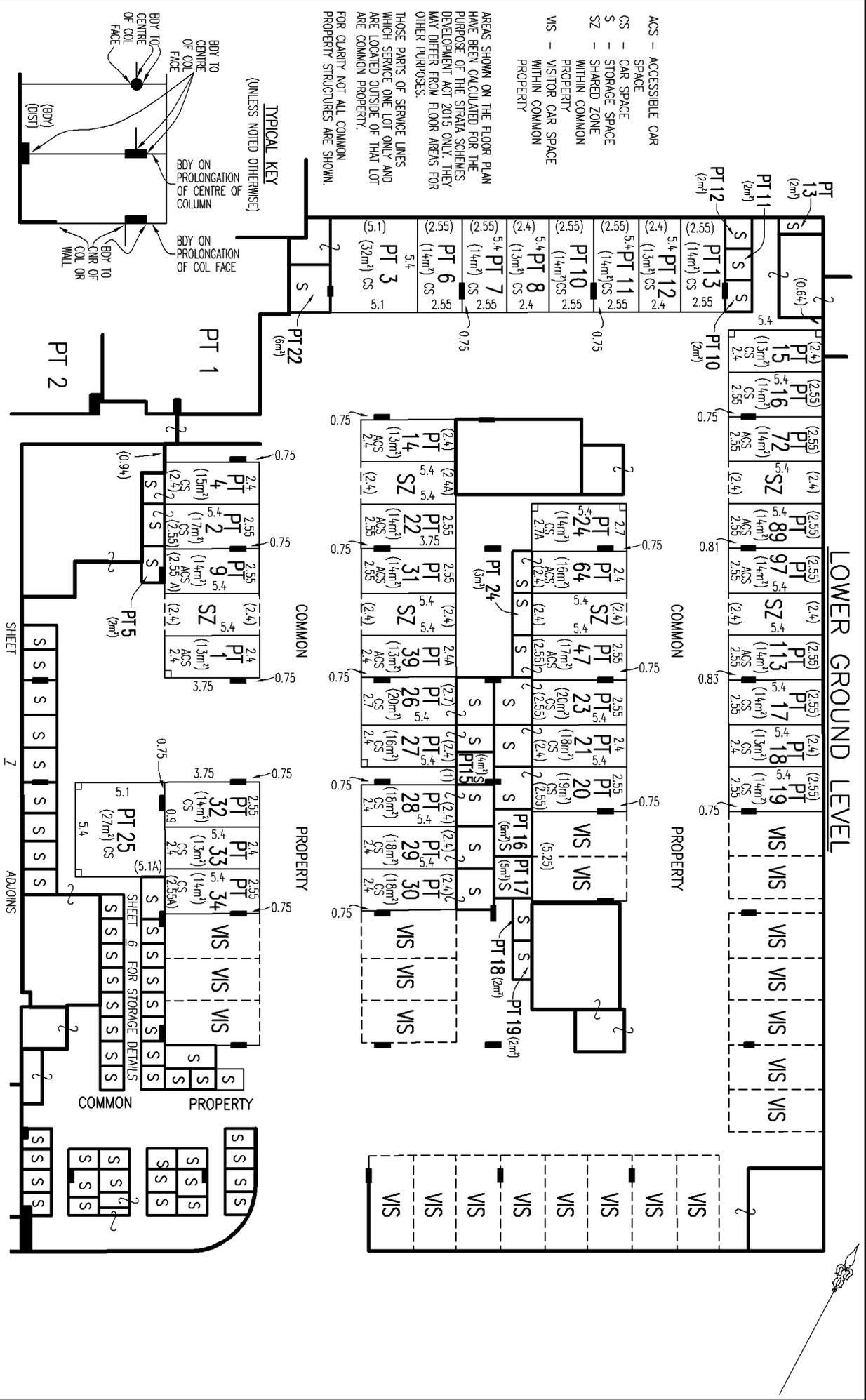
SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30/03/2020

SP101161



SURVEYOR: PETER AARON BOORER
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

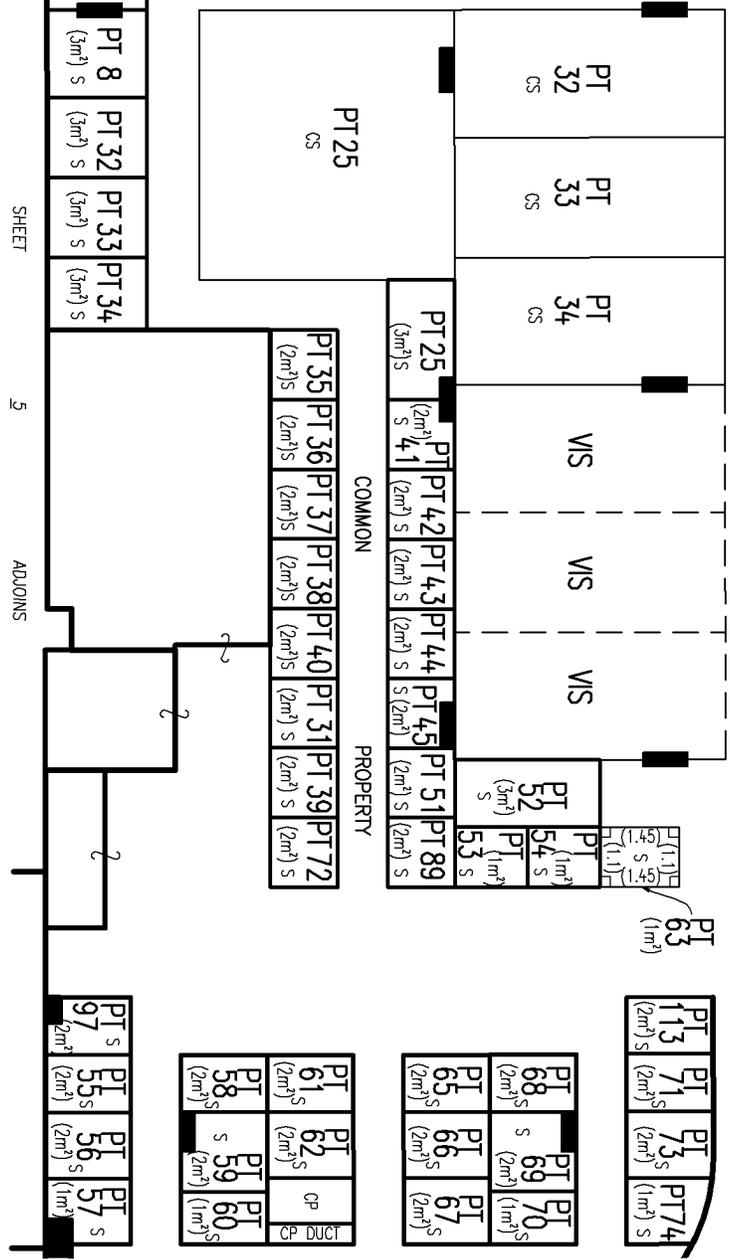
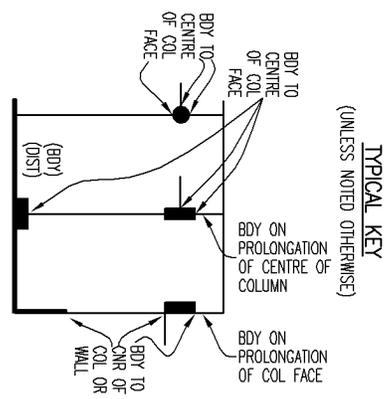
PLAN OF SUBDIVISION OF LOT 1 IN

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200

REGISTERED
 30/03/2020

SP101161

LOWER GROUND LEVEL

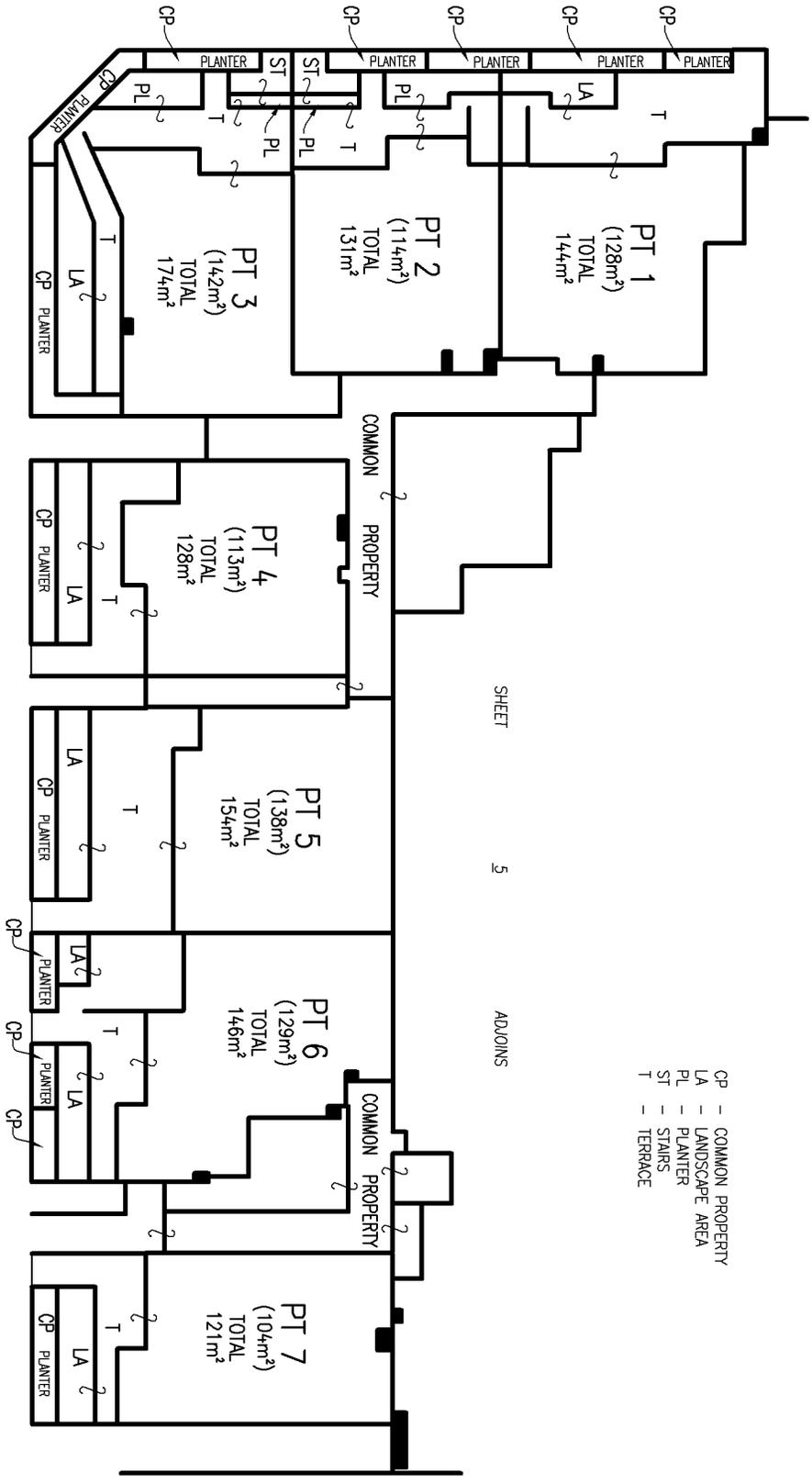


AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- CP - COMMON PROPERTY
- CS - CAR SPACE
- S - STORAGE
- VS - VISITOR PARKING SPACE WITHIN COMMON PROPERTY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 30/03/2020	SP101161
---	---	---	-------------------------------------	-----------------

LOWER GROUND LEVEL



- CP - COMMON PROPERTY
- LA - LANDSCAPE AREA
- PL - PLANTER
- ST - STAIRS
- T - TERRACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE STAIRS, TERRACES, AND PLANTERS IS LIMITED IN HEIGHT TO 3.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF THE LANDSCAPE AREAS IS LIMITED IN HEIGHT TO 3.2 METRES ABOVE, AND WHERE NO CONCRETE BASE STRUCTURE EXISTS, 1.0 METRES BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE ADJOINING TERRACE
 - ALL MEMBRANE COVERING THE CONCRETE FLOORS AND CONCRETE BASE STRUCTURES IS COMMON PROPERTY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: Locality: Reduction Ratio: 1:200 Lengths are in metres.	BLACKTOWN SCHOFIELDS	REGISTERED 30/03/2020	SP101161
--	---	---	-------------------------	--------------------------	----------

PLAN FORM 1 (A3)

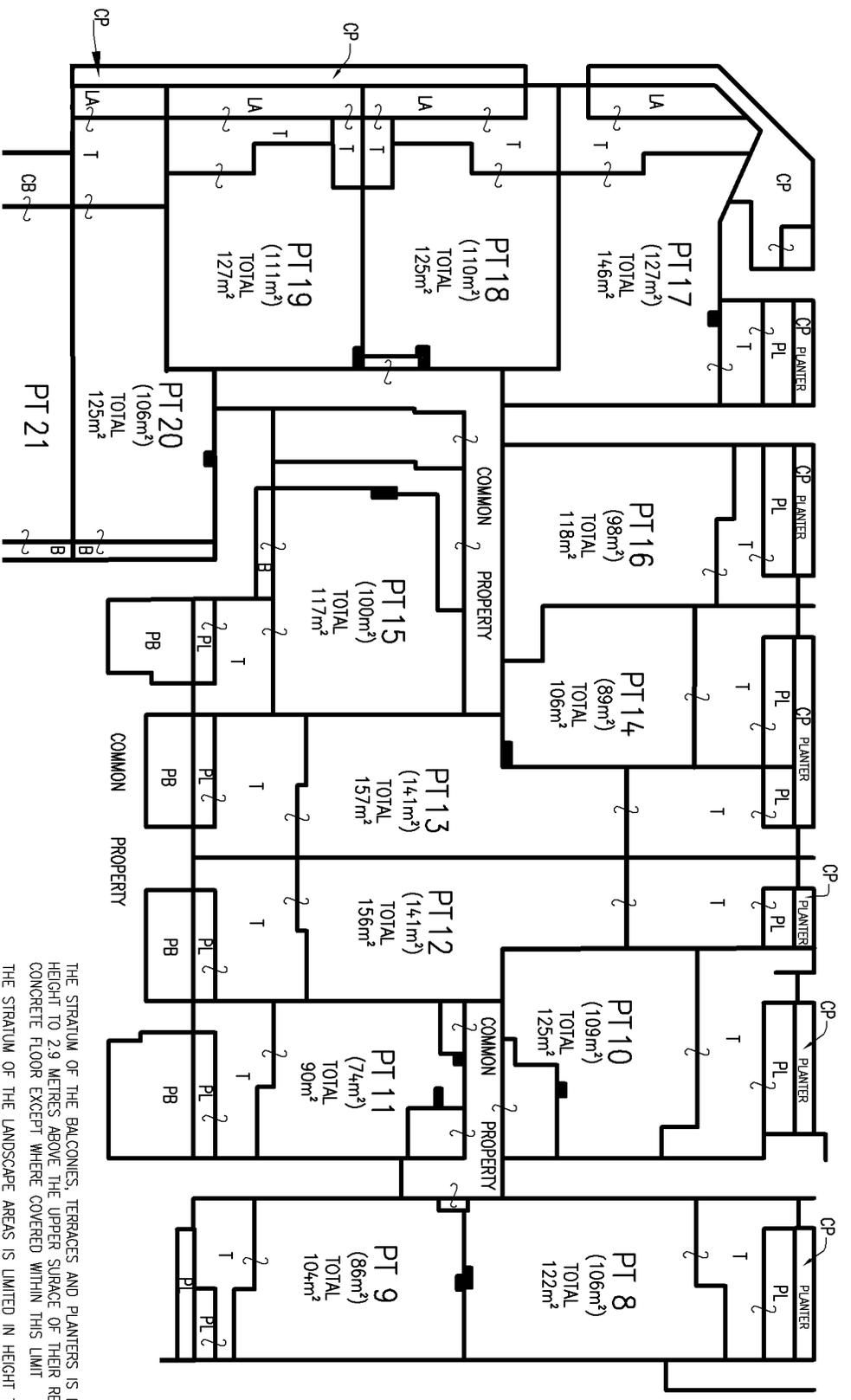
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 8 of 16 Sheets

- CB - COVERED BALCONY
- CP - COMMON PROPERTY
- PL - PLANTER
- PB - PLANTER WITHIN COMMON PROPERTY
- ST - STAIRS
- T - TERRACE
- B - BALCONY

GROUND LEVEL



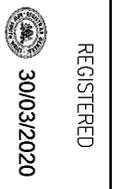
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SHEET 9 ADJOINS

THE STRATUM OF THE BALCONIES, TERRACES AND PLANTERS IS LIMITED IN HEIGHT TO 2.9 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 THE STRATUM OF THE LANDSCAPE AREAS IS LIMITED IN HEIGHT TO 2.85 METRES ABOVE, AND WHERE NO CONCRETE BASE STRUCTURE EXISTS, 1.0 METRES BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE ADJOINING TERRACE
 - ALL MEMBRANE COVERING THE CONCRETE FLOORS AND CONCRETE BASE STRUCTURES IS COMMON PROPERTY

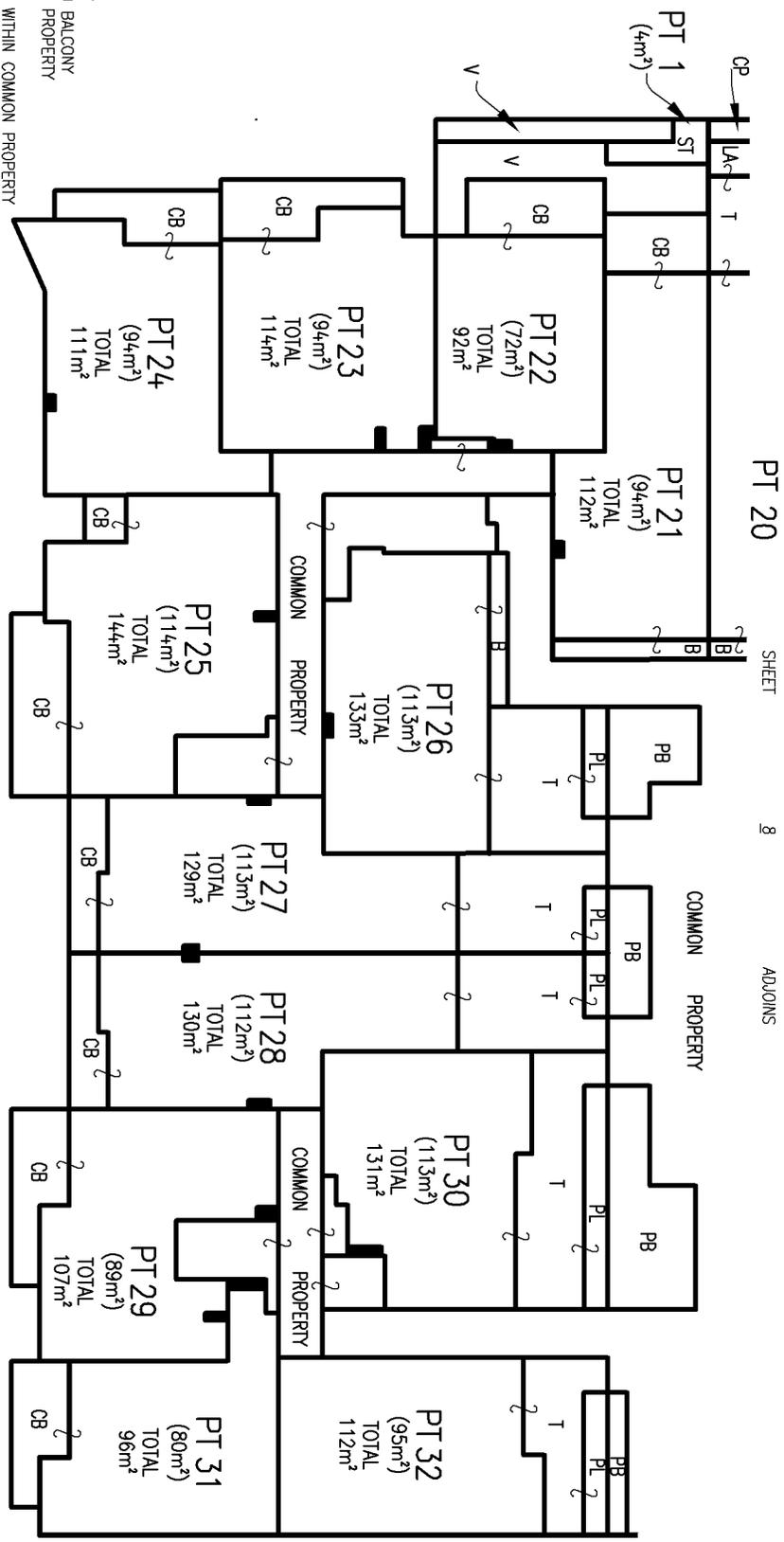
SURVEYOR: PETER AARON BOORER
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1
 PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.



SP101161

GROUND LEVEL



- B - BALCONY
- CB - COVERED BALCONY
- CP - COMMON PROPERTY
- PL - PLANTER
- PB - PLANTER WITHIN COMMON PROPERTY
- ST - STAIRS
- T - TERRACE
- V - VOID TO LOWER GROUND

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE BALCONIES, STAIRS, TERRACES, AND PLANTERS IS LIMITED IN HEIGHT TO 2.9 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

- ALL MEMBRANE COVERING THE CONCRETE FLOORS AND CONCRETE BASE STRUCTURES IS COMMON PROPERTY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 30/03/2020	SP101161
--	---	--	--------------------------	----------

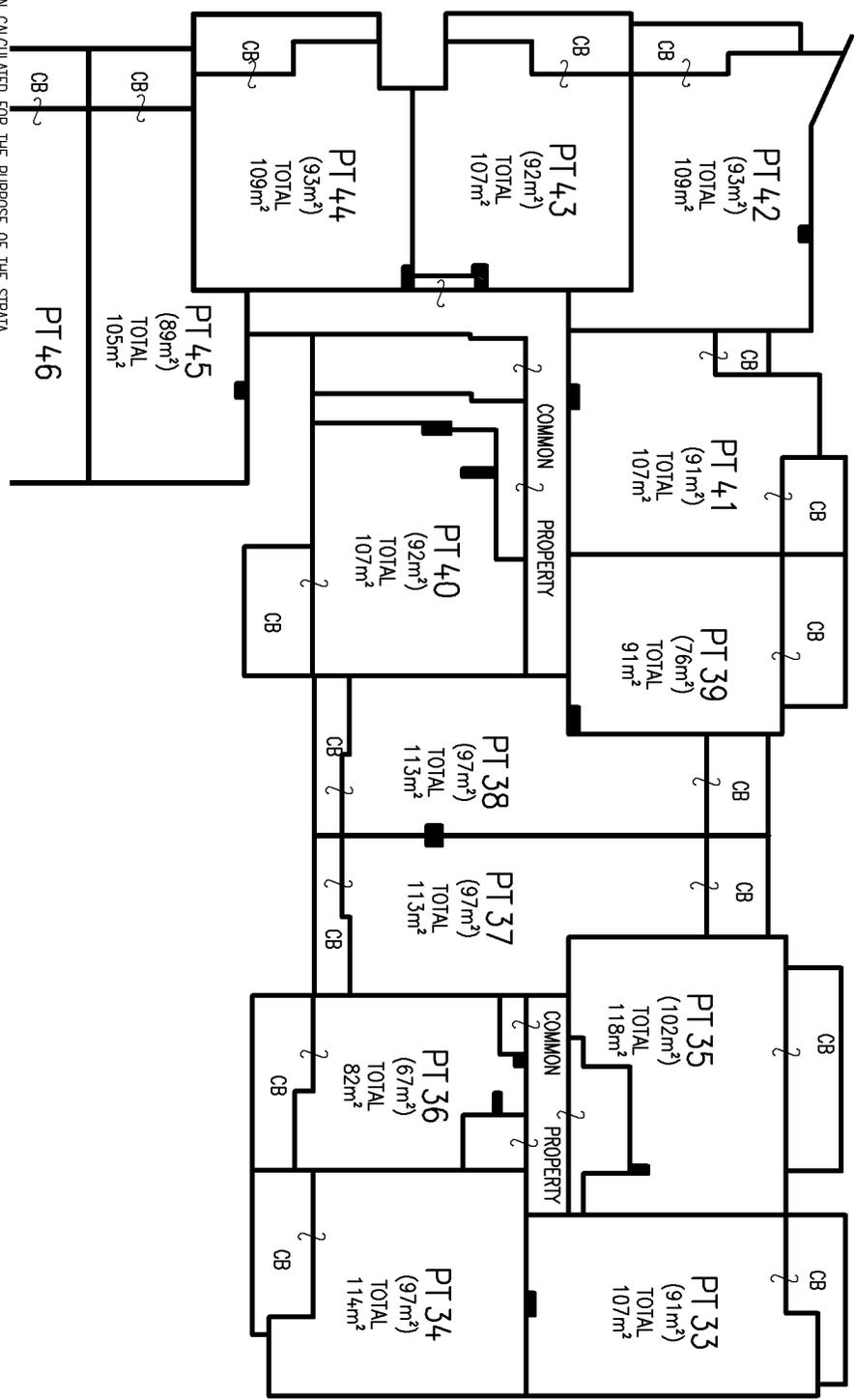
PLAN FORM 1 (A3)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 10 of 16 Sheets

LEVEL 1



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

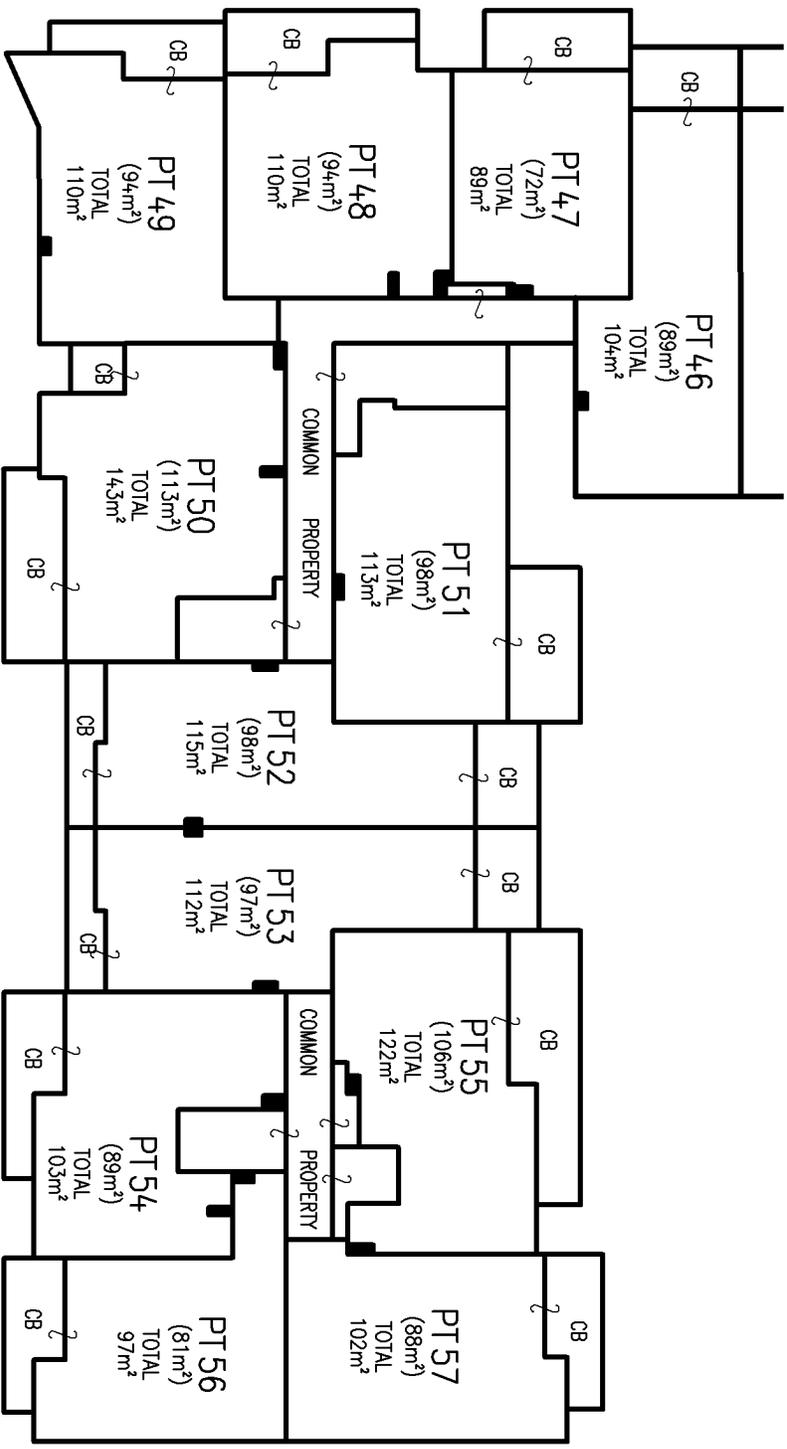
SHEET 11 ADJUNS

CB - COVERED BALCONY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  30/03/2020	SP101161
--	---	--	---	----------

LEVEL 1

SHEET 10 ADJOINS



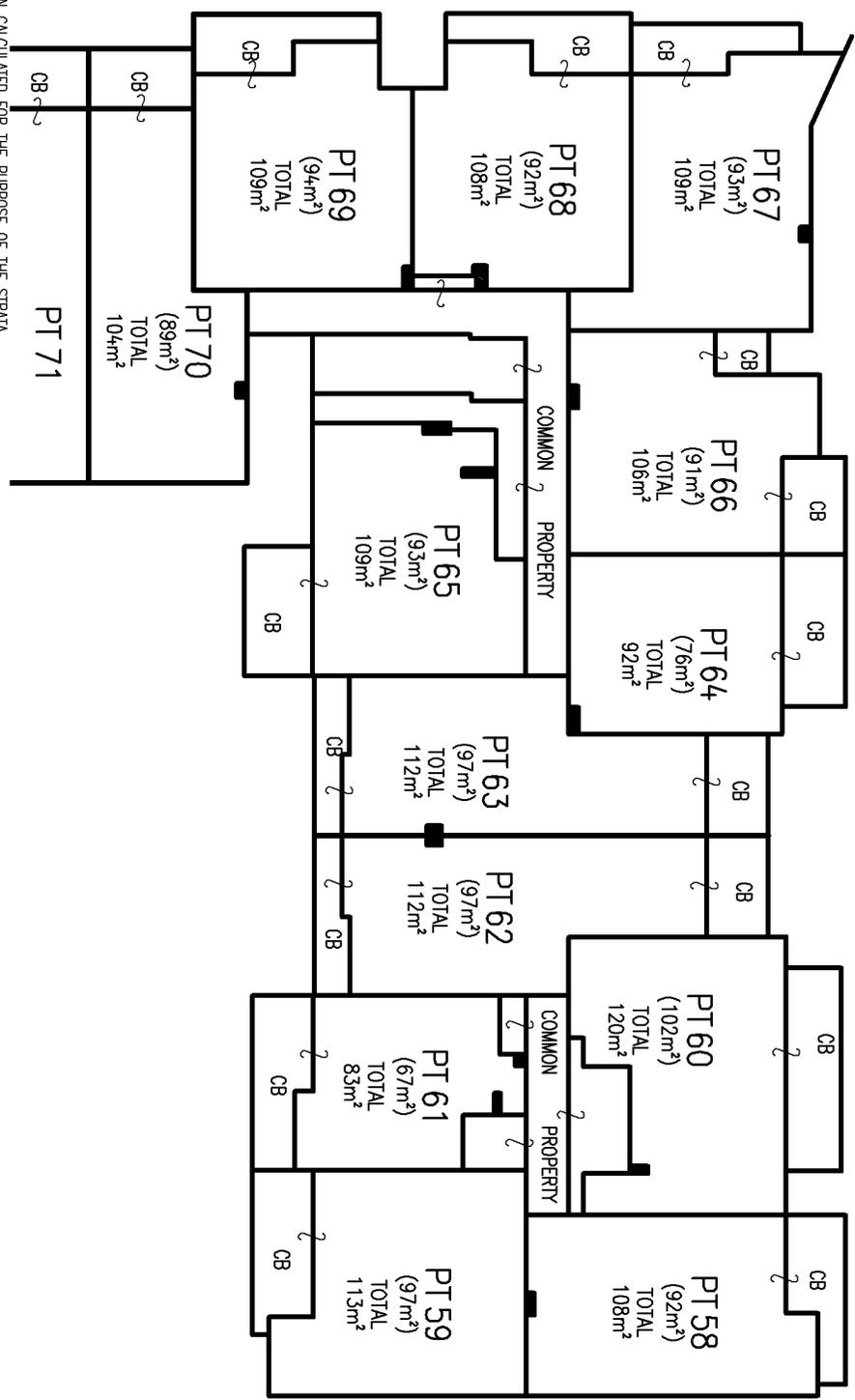
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CB - COVERED BALCONY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  30/03/2020	SP101161
--	---	--	---	----------

LEVEL 2



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

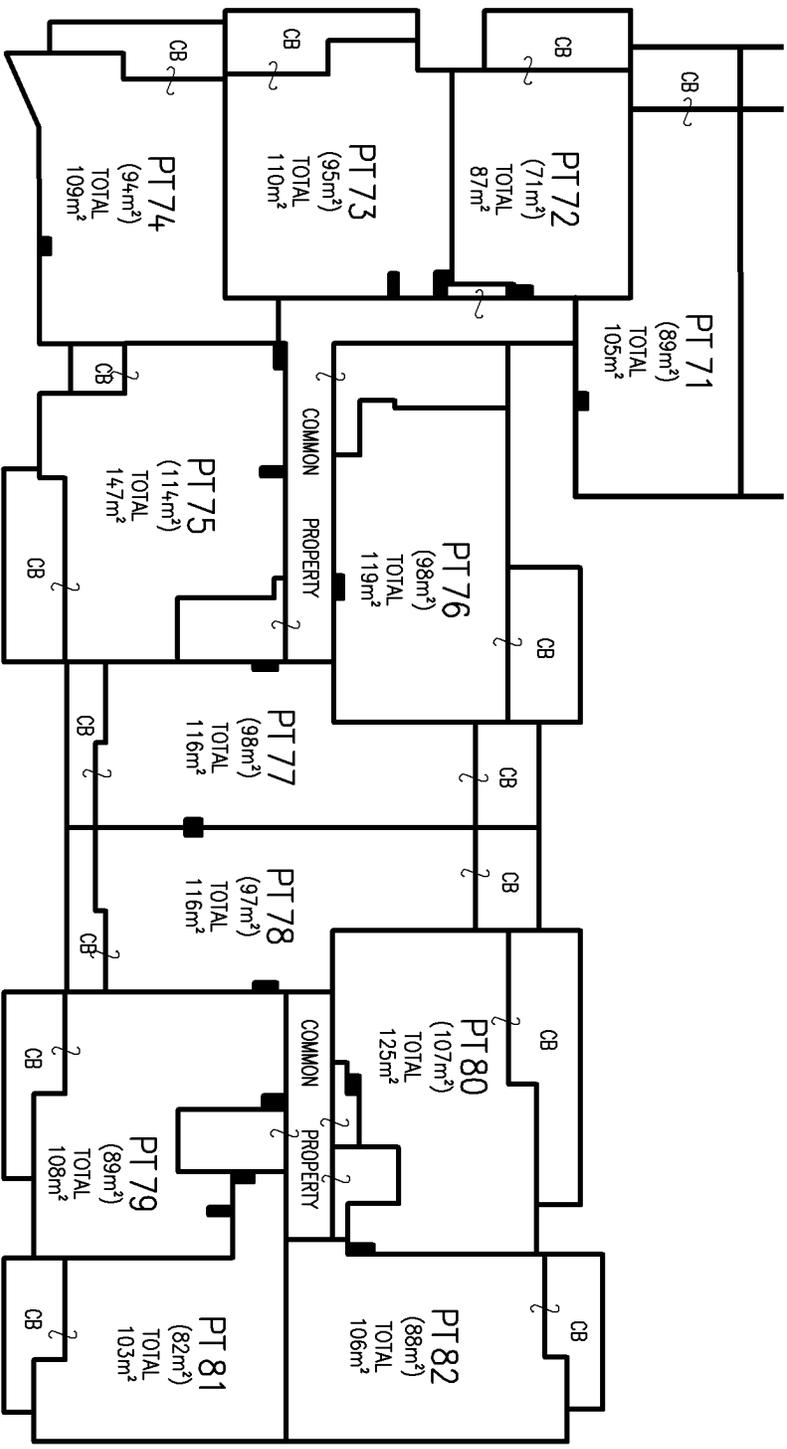
SHEET 13 ADJOINS

CB - COVERED BALCONY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  30/03/2020	SP101161
--	---	--	---	----------

LEVEL 2

SHEET 12 ADJOINS

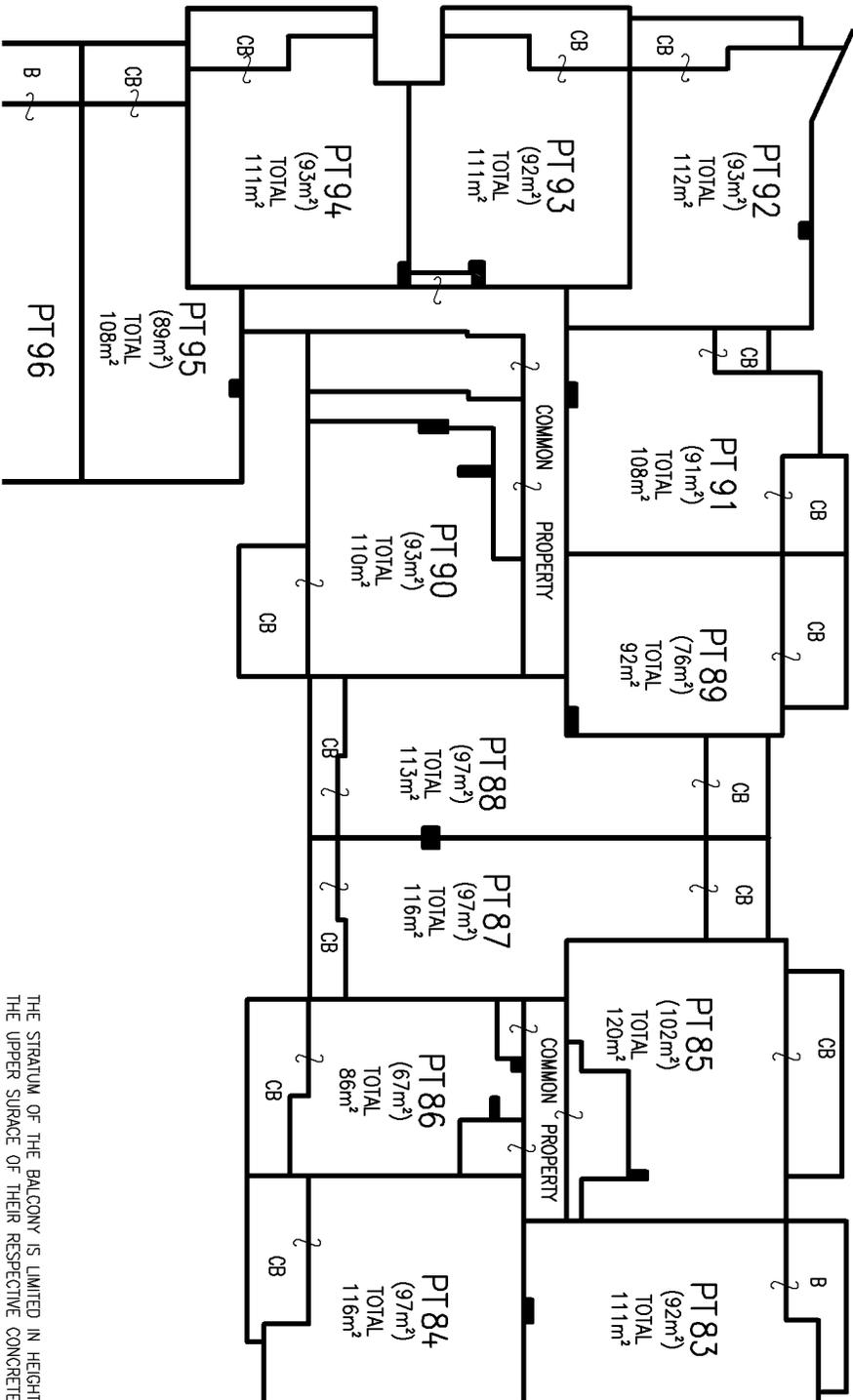


AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CB - COVERED BALCONY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 30/03/2020	SP101161
--	---	--	--------------------------	----------

LEVEL 3



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

SHEET

15

ADJOINS

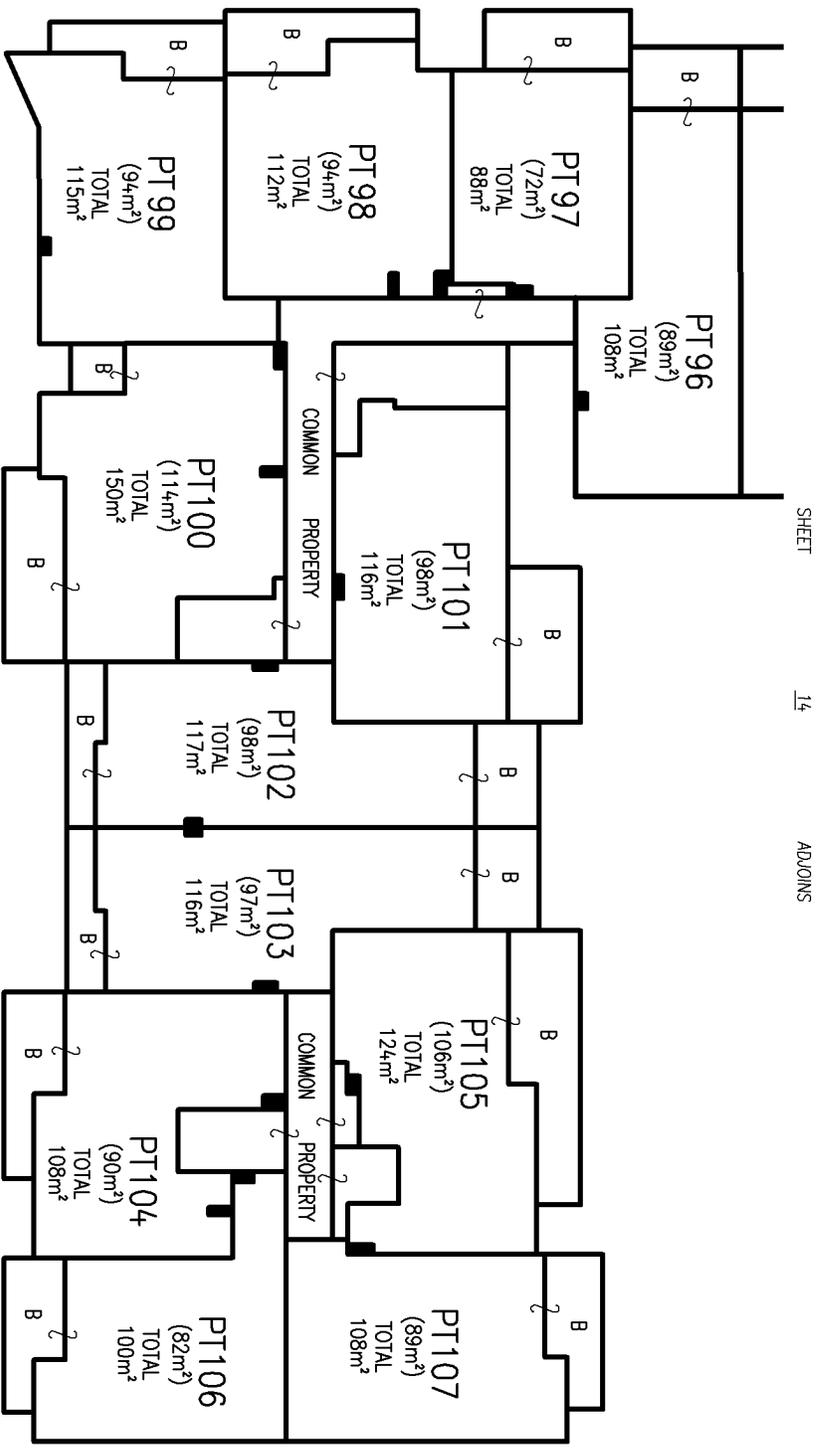
THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

- ALL MEMBRANE COVERING THE CONCRETE FLOORS IS COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- B - BALCONY
- CB - COVERED BALCONY
- CP - COMMON PROPERTY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  30/03/2020	SP101161
--	---	--	---	----------

LEVEL 3



SHEET 14 ADJOINS

B - BALCONY
 CP - COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

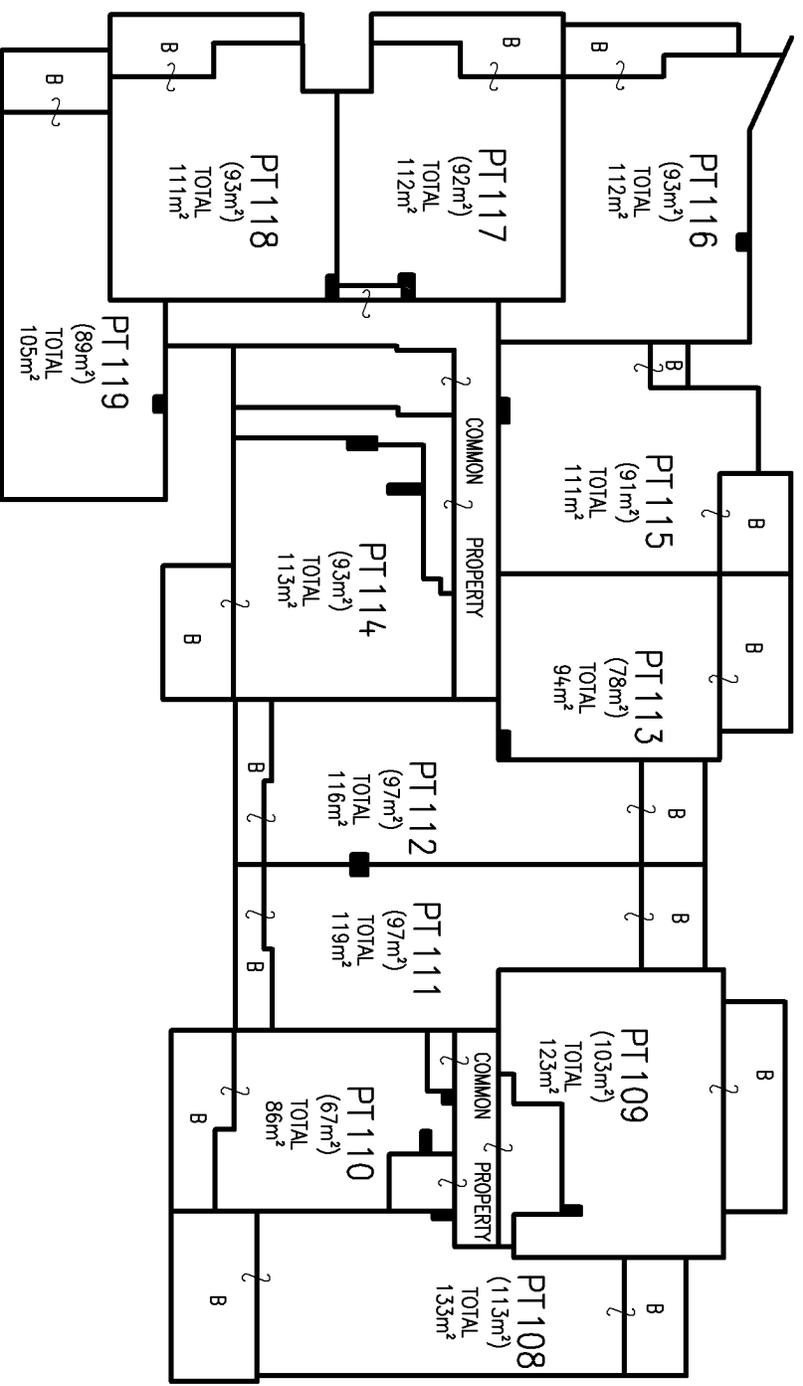
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.95 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

- ALL MEMBRANE COVERING THE CONCRETE FLOORS IS COMMON PROPERTY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  30/03/2020	SP101161
--	---	--	---	----------

LEVEL 4

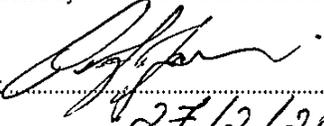


B - BALCONY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 - ALL MEMBRANE COVERING THE CONCRETE FLOORS IS COMMON PROPERTY

SURVEYOR Name: PETER AARON BOORER Date: 27/02/2020 Reference: 161215 SP LOT 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: Locality: Reduction Ratio: 1:200 Lengths are in metres.	BLACKTOWN SCHOFIELDS	REGISTERED 30/03/2020	SP101161
--	---	---	-------------------------	--------------------------	----------

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheet(s)
Office Use Only Registered:  30/03/2020		Office Use Only <h1 style="text-align: center;">SP101161</h1>
PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents No. 7-9 SCHOFIELDS FARM ROAD SCHOFIELD NSW 2762 Provide an Australian address including a postcode	The by-laws adopted for the scheme are: * Model By laws for residential schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan	
<p style="text-align: center;">Surveyor's Certificate</p> I, <u>PETER AARON BOORER</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>27/12/2020</u> Surveyor ID: <u>9072</u> Surveyor's Reference: <u>161215 SP LOT 1</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, <u>PETER SHAHATIT</u> being an Accredited Certifier, accreditation number <u>BPB3022</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>190074-01</u> Relevant Planning Approval No. <u>CDR 190074</u> Issued by: <u>PETER SHAHATIT (BPB3022)</u> Signature:  Date: <u>9/03/2020</u> ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 8 sheet(s)
Registered: 30/03/2020	SP101161	Office Use Only

VALUER'S CERTIFICATE

I, **Kristian Nguyen** of **Estate Valuations Pty Ltd**, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: **Australian Property Institute**
 Class of membership: **FAP I CPV**
 Membership number: **69211**

certify that the unit entitlements shown in the schedule herewith were apportioned on **28 February 2020** (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature:

Date: **28 February 2020**

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE								
1	92	21	84	41	84	61	70	81	82	101	88
2	88	22	71	42	87	62	84	82	84	102	84
3	92	23	84	43	84	63	84	83	84	103	84
4	84	24	84	44	84	64	75	84	87	104	84
5	92	25	99	45	84	65	84	85	88	105	88
6	90	26	88	46	84	66	84	86	70	106	82
7	87	27	86	47	71	67	87	87	84	107	84
8	84	28	86	48	84	68	84	88	84	108	87
9	82	29	84	49	84	69	84	89	75	109	88
10	82	30	86	50	99	70	84	90	84	110	70
11	68	31	82	51	87	71	84	91	84	111	84
12	88	32	84	52	84	72	71	92	87	112	84
13	88	33	84	53	84	73	87	93	84	113	75
14	70	34	87	54	84	74	87	94	84	114	84
15	84	35	87	55	87	75	99	95	84	115	84
16	84	36	70	56	82	76	87	96	84	116	87
17	88	37	84	57	84	77	84	97	71	117	84
18	84	38	84	58	84	78	84	98	87	118	84
19	84	39	75	59	87	79	84	99	87	119	84
20	84	40	84	60	87	80	88	100	99		
										TOTAL	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 8 sheet(s)
Registered:  30/03/2020	SP101161	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
1	LG01	1	JOSUE	CRESCENT	SCHOFIELDS
2	LG02	1	JOSUE	CRESCENT	SCHOFIELDS
3	LG03	1	JOSUE	CRESCENT	SCHOFIELDS
4	LG04	1	JOSUE	CRESCENT	SCHOFIELDS
5	LG05	1	JOSUE	CRESCENT	SCHOFIELDS
6	LG06	3	JOSUE	CRESCENT	SCHOFIELDS
7	LG07	3	JOSUE	CRESCENT	SCHOFIELDS
8	G01	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
9	G02	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
10	G03	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
11	G04	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
12	G05	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
13	G06	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
14	G07	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
15	G08	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
16	G09	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
17	G10	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
18	G11	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
19	G12	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
20	G13	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
21	G14	1	JOSUE	CRESCENT	SCHOFIELDS
22	G15	1	JOSUE	CRESCENT	SCHOFIELDS
23	G16	1	JOSUE	CRESCENT	SCHOFIELDS
24	G17	1	JOSUE	CRESCENT	SCHOFIELDS
25	G18	1	JOSUE	CRESCENT	SCHOFIELDS
26	G19	1	JOSUE	CRESCENT	SCHOFIELDS
27	G20	1	JOSUE	CRESCENT	SCHOFIELDS
28	G21	3	JOSUE	CRESCENT	SCHOFIELDS
29	G22	3	JOSUE	CRESCENT	SCHOFIELDS
30	G23	3	JOSUE	CRESCENT	SCHOFIELDS

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 8 sheet(s)
Office Use Only		Office Use Only
Registered: 30/03/2020	SP101161	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
31	G24	3	JOSUE	CRESCENT	SCHOFIELDS
32	G25	3	JOSUE	CRESCENT	SCHOFIELDS
33	101	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
34	102	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
35	103	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
36	104	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
37	105	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
38	106	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
39	107	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
40	108	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
41	109	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
42	110	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
43	111	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
44	112	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
45	113	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
46	114	1	JOSUE	CRESCENT	SCHOFIELDS
47	115	1	JOSUE	CRESCENT	SCHOFIELDS
48	116	1	JOSUE	CRESCENT	SCHOFIELDS
49	117	1	JOSUE	CRESCENT	SCHOFIELDS
50	118	1	JOSUE	CRESCENT	SCHOFIELDS
51	119	1	JOSUE	CRESCENT	SCHOFIELDS
52	120	1	JOSUE	CRESCENT	SCHOFIELDS
53	121	3	JOSUE	CRESCENT	SCHOFIELDS
54	122	3	JOSUE	CRESCENT	SCHOFIELDS
55	123	3	JOSUE	CRESCENT	SCHOFIELDS
56	124	3	JOSUE	CRESCENT	SCHOFIELDS
57	125	3	JOSUE	CRESCENT	SCHOFIELDS
58	201	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
59	202	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
60	203	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 8 sheet(s)
-------------------------	---	-----------------------

Office Use Only	Office Use Only
Registered:  30/03/2020	SP101161

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
61	204	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
62	205	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
63	206	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
64	207	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
65	208	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
66	209	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
67	210	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
68	211	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
69	212	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
70	213	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
71	214	1	JOSUE	CRESCENT	SCHOFIELDS
72	215	1	JOSUE	CRESCENT	SCHOFIELDS
73	216	1	JOSUE	CRESCENT	SCHOFIELDS
74	217	1	JOSUE	CRESCENT	SCHOFIELDS
75	218	1	JOSUE	CRESCENT	SCHOFIELDS
76	219	1	JOSUE	CRESCENT	SCHOFIELDS
77	220	1	JOSUE	CRESCENT	SCHOFIELDS
78	221	3	JOSUE	CRESCENT	SCHOFIELDS
79	222	3	JOSUE	CRESCENT	SCHOFIELDS
80	223	3	JOSUE	CRESCENT	SCHOFIELDS
81	224	3	JOSUE	CRESCENT	SCHOFIELDS
82	225	3	JOSUE	CRESCENT	SCHOFIELDS
83	301	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
84	302	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
85	303	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
86	304	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
87	305	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
88	306	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
89	307	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
90	308	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 8 sheet(s)
Registered:  30/03/2020	SP101161	Office Use Only

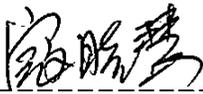
This sheet is for the provision of the following information as required:

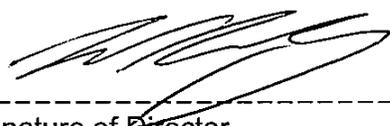
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

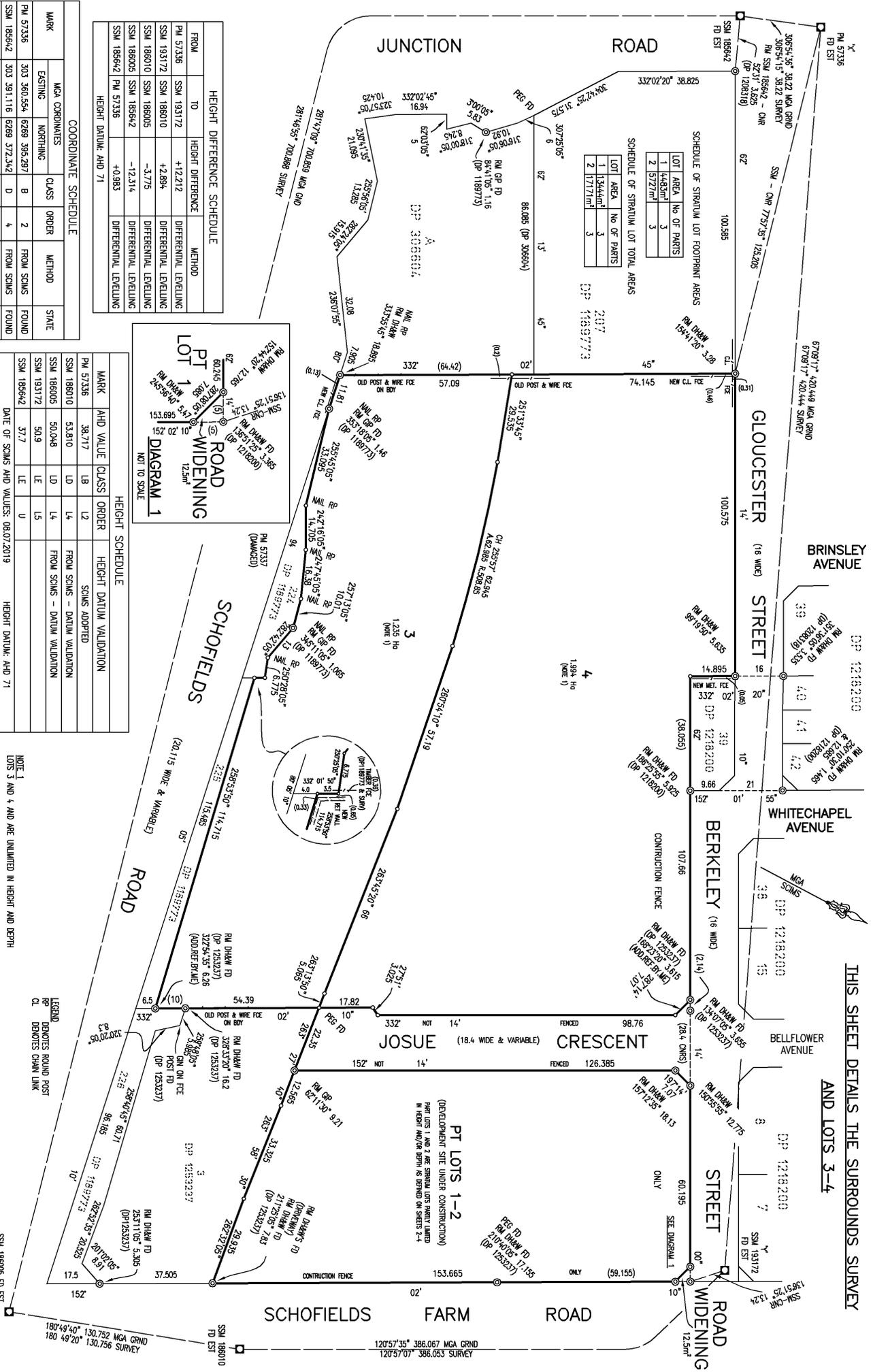
Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
91	309	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
92	310	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
93	311	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
94	312	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
95	313	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
96	314	1	JOSUE	CRESCENT	SCHOFIELDS
97	315	1	JOSUE	CRESCENT	SCHOFIELDS
98	316	1	JOSUE	CRESCENT	SCHOFIELDS
99	317	1	JOSUE	CRESCENT	SCHOFIELDS
100	318	1	JOSUE	CRESCENT	SCHOFIELDS
101	319	1	JOSUE	CRESCENT	SCHOFIELDS
102	320	1	JOSUE	CRESCENT	SCHOFIELDS
103	321	3	JOSUE	CRESCENT	SCHOFIELDS
104	322	3	JOSUE	CRESCENT	SCHOFIELDS
105	323	3	JOSUE	CRESCENT	SCHOFIELDS
106	324	3	JOSUE	CRESCENT	SCHOFIELDS
107	325	3	JOSUE	CRESCENT	SCHOFIELDS
108	401	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
109	402	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
110	403	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
111	404	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
112	405	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
113	406	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
114	407	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
115	408	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
116	409	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
117	410	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
118	411	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
119	412	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS

THIS PLAN CONTAINS A MANAGEMENT STATEMENT

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheet(s)
Office Use Only Registered:  30/03/2020		Office Use Only SP101161
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>		
EXECUTED BY SCHOFIELDS ONE PTY LIMITED (ACN 606 182 236)		AS TRUSTEE FOR SCHOFIELDS ONE UNIT TRUST ABN 59 280 103 927
		
Signature of Sole Director and Sole Secretary	Signature of Witness	
XIAO HUI KOU	CHAO LI	
Name of Sole Director and Sole Secretary (Block Letters)	Name of Witness (Block Letters)	
	131/95 BONAR ST WOLLI CREEK Address of Witness (Block Letters)	
Surveyors Reference: 161215 SP LOT 1		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheet(s)
Office Use Only Registered:  30/03/2020		Office Use Only SP101161
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>		
MORTGAGEE		
MAXCAP SECURITY PTY LTD ACN 608 102 263		
 ----- Signature of Director Alternate Director Anthony Woods	 ----- Signature of Director Wayne Lashy	
----- Name of Director (Block Letters)	----- Name of Director (Block Letters)	
Surveyors Reference: 161215 SP LOT 1		

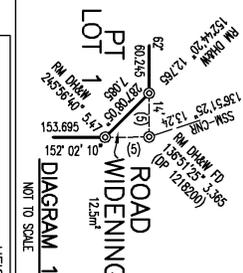


SCHEDULE OF STRIPAL LOT FOOTPRINT AREAS

LOT	AREA	No OF PARTS
1	4483m ²	3
2	5727m ²	3

SCHEDULE OF STRIPAL LOT TOTAL AREAS

LOT	AREA	No OF PARTS
1	13444m ²	3
2	17171m ²	3



HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
PSM 186010	PSM 193172	+12.212	DIFFERENTIAL LEVELLING
PSM 186010	PSM 186010	+2.894	DIFFERENTIAL LEVELLING
PSM 186010	PSM 186005	-3.775	DIFFERENTIAL LEVELLING
PSM 186005	PSM 186542	-12.314	DIFFERENTIAL LEVELLING
PSM 186542	PSM 57336	+0.983	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD 71

COORDINATE SCHEDULE

MARK	MCA COORDINATES	CLASS	ORDER	METHOD	STATE
PSM 57336	303 360.654, 6269 356.297	B	2	FROM SCAMS	FOUND
PSM 186542	303 391.116, 6269 372.342	D	4	FROM SCAMS	FOUND
PSM 186010	304 079.300, 6269 356.925	C	3	FROM SCAMS	FOUND
PSM 186005	304 077.241, 6269 329.179	C	3	FROM SCAMS	FOUND
PSM 193172	303 748.046, 6269 558.543	D	4	FROM SCAMS	FOUND

DATE OF SCAMS COORDINATES: 08.07.2019 MCA ZONE: 56 MCA DATUM: GDA 94
 COMBINED SCALE FACTOR: 1.000061

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION
PSM 57336	38.717	LB	L2	SCAMS ADOPTED
PSM 186010	53.810	LD	L4	FROM SCAMS - DATUM VALIDATION
PSM 186005	50.048	LD	L4	FROM SCAMS - DATUM VALIDATION
PSM 193172	50.9	LE	L5	FROM SCAMS - DATUM VALIDATION
PSM 186542	37.7	LE	L5	FROM SCAMS - DATUM VALIDATION

DATE OF SCAMS AHD VALUES: 08.07.2019
 HEIGHT DATUM: AHD 71

NOTE 1
 LOTS 3 AND 4 AND ARE UNLIMITED IN HEIGHT AND DEPTH

LEGEND
 RP DENOTES ROUND POST
 CL DENOTES CHAIN LINK

SUPERVISOR: PETER ARON BOORER
 Name: PETER ARON BOORER
 Date: 12/11/2019

PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 3 AND 4 IN DP 1189773
 IN DP 1189773

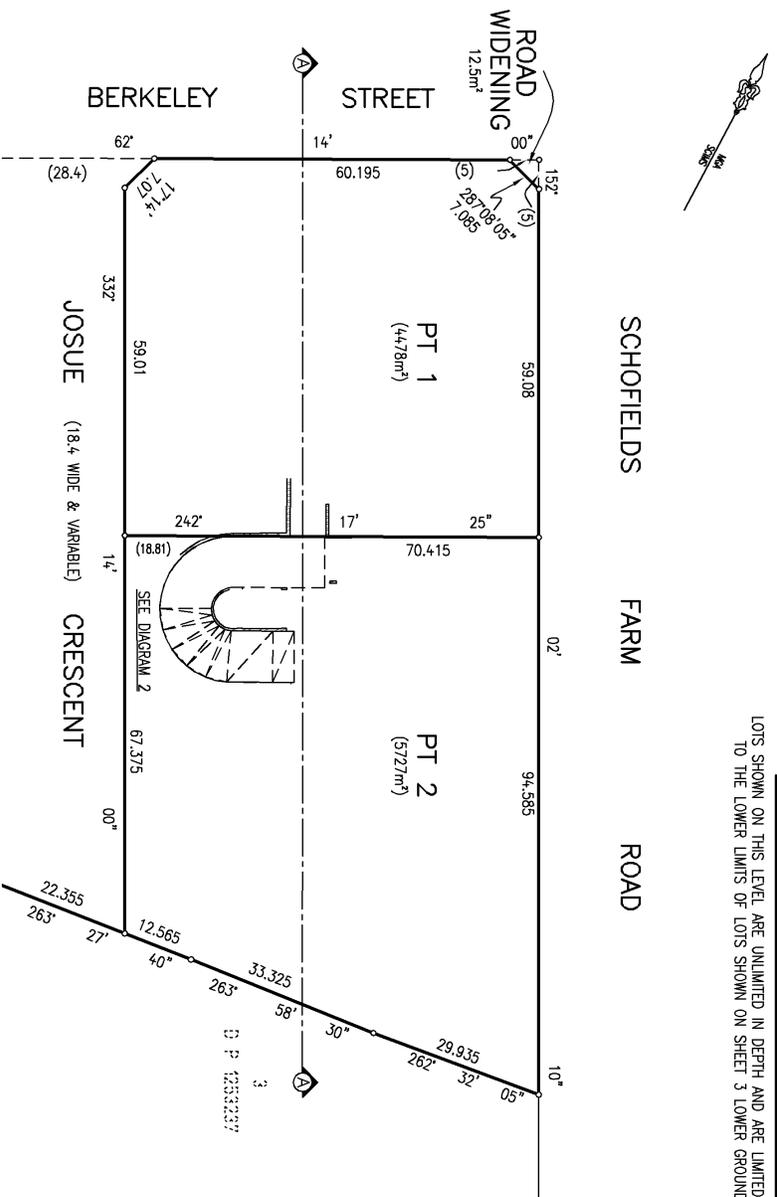
LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:800

REGISTERED
 30/03/2020

DP1258608

THIS SHEET DETAILS THE SURROUNDS SURVEY AND LOTS 3-4

BASEMENT LEVEL 1 AND BELOW
 LOTS SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 3 LOWER GROUND LEVEL



SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
1	(145°17'55")	(1.115)
2	(128°00'25")	(1.115)
3	(110°42'55")	(1.115)
4	(93°25'30")	(1.115)
5	(76°08")	(1.115)
6	(55°54'20")	(3.7)
7	(27°25'50")	(3.7)
8	(9°00'25")	(3.7)
9	(30°08'55")	(3.7)
10	(32°18'55")	(3.7)
11	(67°18'25")	(8.715)
12	(225°44'45")	(8.72)
13	(281°11'55")	(8.725)
14	(91°08'50")	(8.725)
15	(55°08'15")	(8.725)
16	(157°25'30")	(8.725)
17	(327°15'05")	(8.855)

SCHEDULE OF RL'S

No	RL'S
a	42.45
b	42.45
c	42.62
d	42.6
e	42.73
f	42.75
g	42.85
h	42.85
i	43.0
j	43.01
k	43.16
l	43.16

SCHEDULE OF CURVED LINES

No	CHORD	RAD	ARC
18	(189°46'40" 4.89)	(3.71)	(5.42)

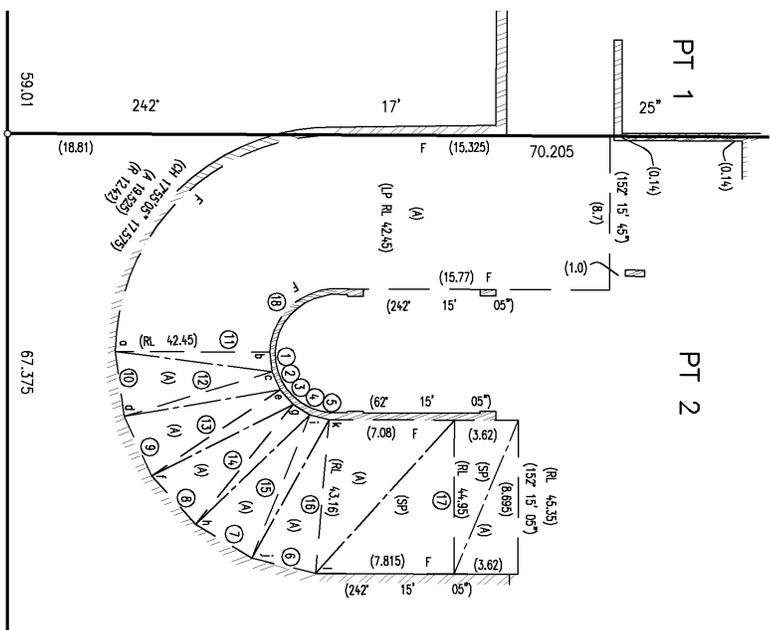


DIAGRAM 2

SCALE 1:200

SCHEDULE OF WHOLE OF LOT EASEMENTS AFFECTING THE WHOLE OF LOTS 1 AND 2
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES
 THE WHOLE OF LOT EASEMENT DETAILS ARE NOT REPEATED ON THE FOLLOWING SHEETS.

SUPERVISOR
 Name: PETER AARON BOORER
 Date: 12/11/2019
 Reference: 161215 SUB

PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773

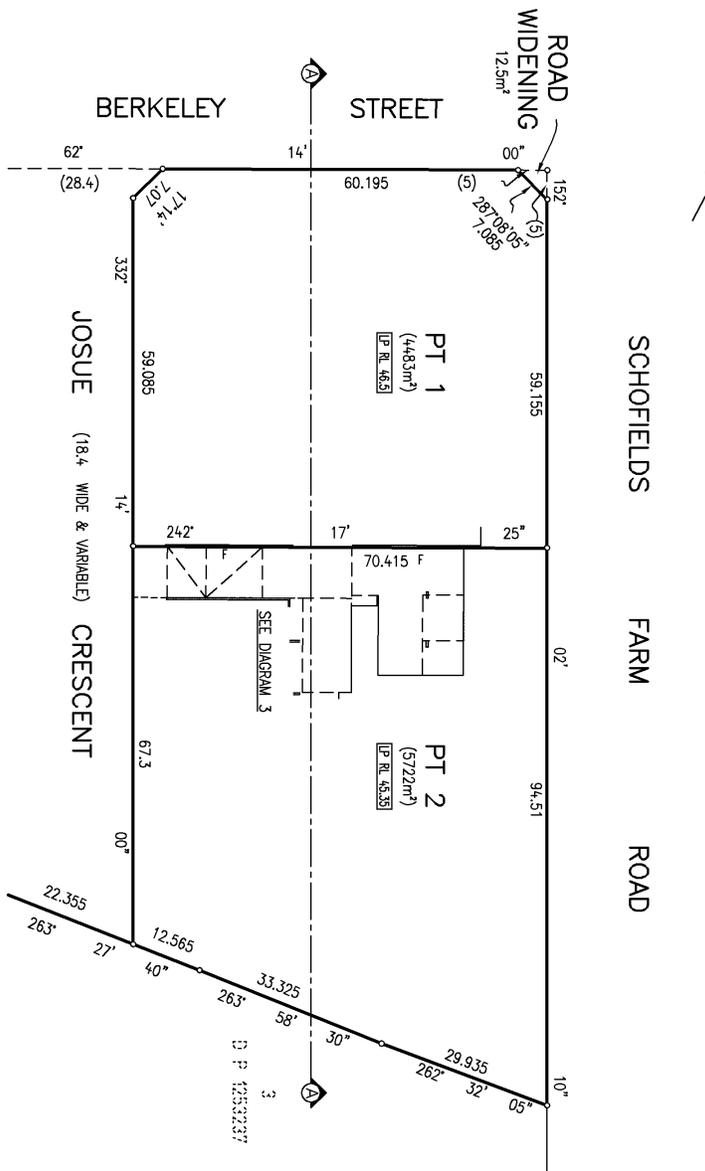
LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:500
 Lengths are in metres.

REGISTERED
 30/03/2020

DP1258608

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 4 GROUND LEVEL AND ABOVE

LOWER GROUND LEVEL



SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
19	(S27°17'25")	(8.64)
20	(S27°17'25")	(8.64)
21	(S27°17'25")	(8.64)

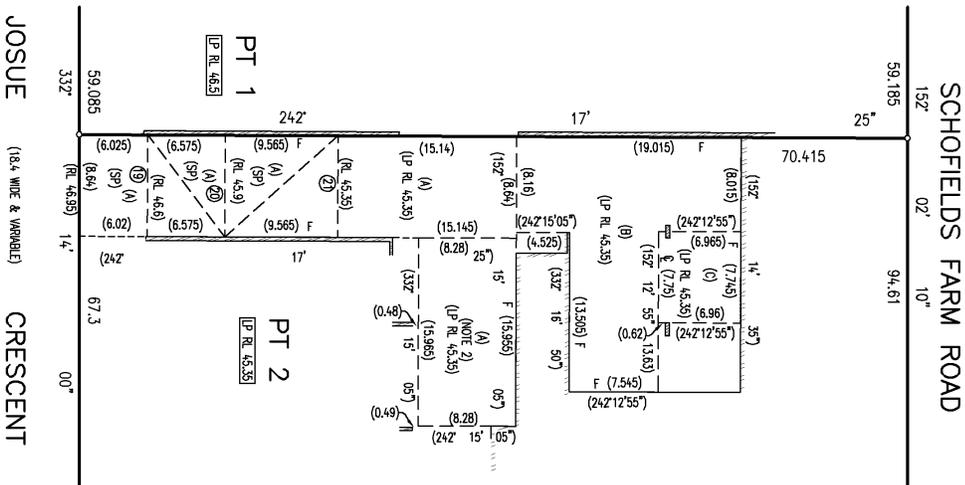


DIAGRAM 3
SCALE 1:300

EASEMENTS
 (A) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS (RL...), AND LIMITED IN HEIGHT TO 3.5 ABOVE THESE PLANES, EXCEPT WHERE VARYED BY NOTE 2

NOTE 2:
 EASEMENT (A) IS LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS (RL...), AND LIMITED IN HEIGHT TO 2.4 ABOVE THESE PLANES

(B) EASEMENT TO USE LOADING AREA VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS (RL...), ARE LIMITED IN HEIGHT TO 3.5 ABOVE THESE PLANES
 (C) EASEMENT TO USE GARAGE HOLD VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS (RL...), ARE LIMITED IN HEIGHT TO 3.5 ABOVE THESE PLANES

KEY
 F - DENOTES CENTRELINE OF COLUMN
 F - DENOTES THAT BOUNDARY/EASEMENT RIMS ALONG FACE OF COLUMN OR WALL
 (LP RL ...) - DENOTES LEVEL PLANE DENING AN EASEMENT
 (SP) - DENOTES SLOPING PLANE DENING AN EASEMENT
 (RL) - DENOTES RL DENING A SLOPING PLANE WITH RESPECT TO AN EASEMENT
 (LP RL...) - DENOTES LEVEL PLANE AT NOTED RL

SUPERVISOR
 Name: PETER AARON BOORER
 Date: 12/11/2019
 Reference: 161215 SUB

PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773

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

REGISTERED
 30/03/2020

DP1258608

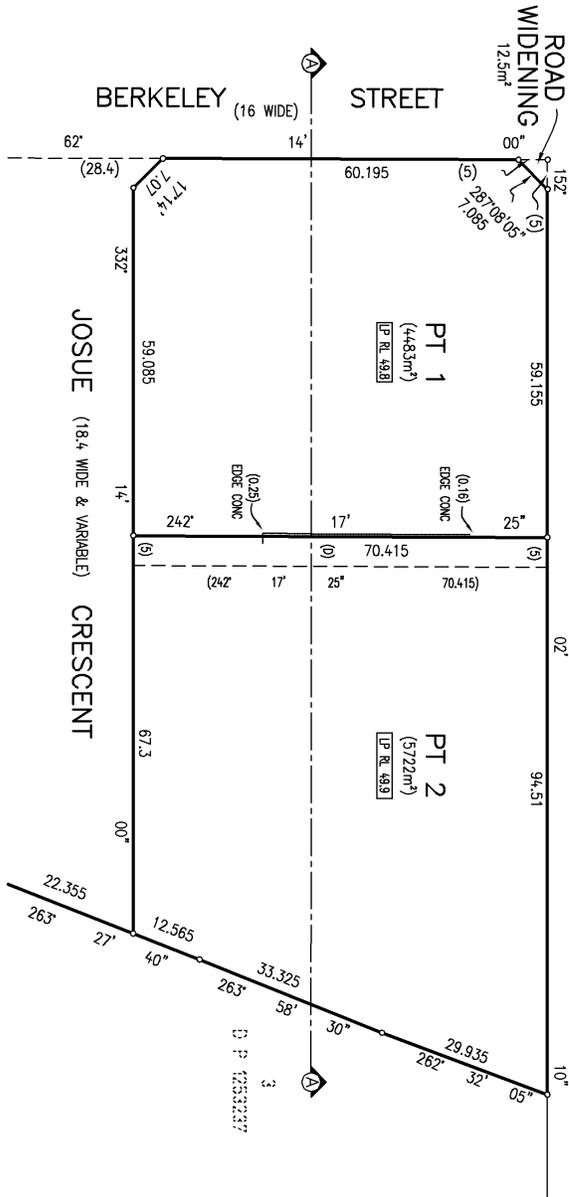
Dimension 20 30 40 50 60 70 80 90 100 110 120 130 140 150 (Scale of mm)

X:\161085\161215 SCHOFIELDS RD\STRATA\161215STRATA\161215.dwg

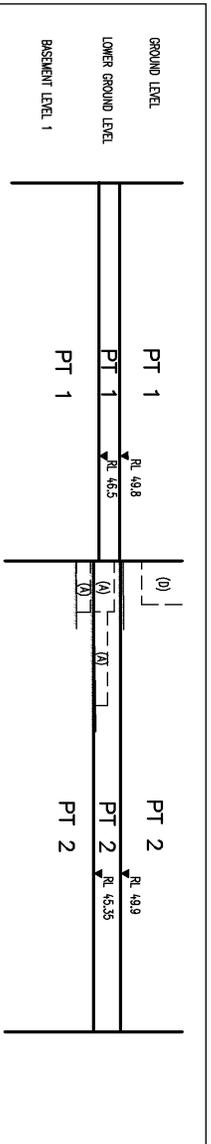
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

GROUND LEVEL AND ABOVE
 LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED
 LEVEL PLANES AND ARE UNLIMITED IN HEIGHT

SCHOFIELDS FARM ROAD



KEY
 [LP RL 498] - DENOTES LEVEL PLANE AT NOTED RL



EASEMENTS
 (D) EASEMENT FOR LIGHT AND AIR 5 WIDE LIMITED IN DEPTH TO THE
 LEVEL PLANE RL 53.5 AND UNLIMITED IN HEIGHT

SECTION 'A'-A'
 SCALE 1:800

— DENOTES BOUNDARY LINES BETWEEN LOTS
 (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATHUN)
 (D) EASEMENT FOR LIGHT AND AIR 5 WIDE (LIMITED IN STRATHUN)

SURVEYOR
 Name: PETER ARON BOORER
 Date: 12/11/2019
 Reference: 161215 SUB

PLAN OF SUBDIVISION OF
 LOTS 1 AND 2 IN DP 1253237
 AND LOTS 209 AND 210
 IN DP 1189773

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

REGISTERED
 30/03/2020

DP1258608

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only Registered: 30/03/2020 Title System: TORRENS	DP1258608	
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
Survey Certificate I, PETER AARON BOORER of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on: <u>12/11/2019</u>,or *(b) The part of the land shown in the plan (*being/*excluding* was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X'-'Y' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature: Dated: <u>2/3/2020</u> Surveyor Identification No: <u>9072</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	 Crown Lands NSW/Western Lands Office Approval I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: 	
Plans used in the preparation of survey/compilation DP 1253237 DP 1189773 DP 1208318	Subdivision Certificate I, Judith Portelli *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.105 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: <u>N/A</u> Consent/Authority: <u>Blacktown City Council</u> Date of Endorsement: <u>5.3.2020</u> Subdivision Certificate no: <u>SC-19-00180</u> File number: <u>JRPP-16-03311</u> *Strike through if inapplicable	
STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land. IT IS INTENDED TO DEDICATE JOSUE CRESCENT AND THE ROAD WIDENING TO THE PUBLIC AS ROAD SUBJECT TO (A) EASEMENT FOR ACCESS & MAINTENANCE 21.25 WIDE & VARIABLE (DP1253237)	If space is insufficient continue on PLAN FORM 6A	
Surveyor's Reference: 161215 SUB	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Registered:  30/03/2020	DP1258608	<small>Office Use Only</small>
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773	<small>Office Use Only</small>	
Subdivision Certificate No: <u>SC-19-00180</u> Date of Endorsement: <u>5.3.2020</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 2. EASEMENT FOR SERVICES (WHOLE OF LOT) 3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) 4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) 5. RIGHT OF ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) 6. EASEMENT TO USE LOADING DOCK VARIABLE WIDTH (B) (LIMITED IN STRATUM) 7. EASEMENT TO USE GARBAGE HOLD VARIABLE WIDTH (C) (LIMITED IN STRATUM) 8. EASEMENT FOR LIGHT AND AIR 5 WIDE (D) (LIMITED IN STRATUM) 9. POSITIVE COVENANT 10. RESTRICTION ON THE USE OF LAND 11. RESTRICTION ON THE USE OF LAND 12. RESTRICTION ON THE USE OF LAND 13. RESTRICTION ON THE USE OF LAND 14. POSITIVE COVENANT 15. POSITIVE COVENANT 16. RESTRICTION ON THE USE OF LAND <p><i>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO RELEASE:</i></p> <p><i>1. EASEMENT FOR ACCESS AND MAINTENANCE 21.25 WIDE & VARIABLE (A) (DP1253237)</i></p>		
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 161215 SUB		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
----------------------------	--	-----------------------

Office Use Only Registered:  30/03/2020	Office Use Only <h1 style="margin: 0;">DP1258608</h1>
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate No: <u>SC-19-00180</u> Date of Endorsement: <u>5.3.2020</u>	

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	N/A	SCHOFIELDS FARM	ROAD	SCHOFIELDS
2	N/A	SCHOFIELDS FARM	ROAD	SCHOFIELDS
3	NOT APPLICABLE	SCHOFIELDS FARM	ROAD	SCHOFIELDS
4	NOT APPLICABLE	SCHOFIELDS FARM	ROAD	SCHOFIELDS

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 161215 SUB

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)								
Registered: 30/03/2020 PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773	<div style="font-size: 2em; font-weight: bold;">DP1258608</div>	Office Use Only Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 								
Subdivision Certificate No: <u>SC-19-00180</u> Date of Endorsement: <u>5.3.2020</u>										
<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> EXECUTED BY SCHOFIELDS ONE PTY LIMITED) (ACN 606 182 236) in accordance with Section 127) of the Corporations Act:) </td> <td style="width:50%; border: none;"> AS TRUSTEE FOR SCHOFIELDS ONE UNIT TRUST ABN 59280103927 </td> </tr> <tr> <td style="border: none; text-align: center;"> ----- Signature of Sole Director and Sole Secretary </td> <td style="border: none; text-align: center;"> ----- Signature of Witness </td> </tr> <tr> <td style="border: none; text-align: center;"> <u>XIAOHUI kou</u> ----- Name of Sole Director and Sole Secretary (Block Letters) </td> <td style="border: none; text-align: center;"> <u>CHAO LI</u> ----- Name of Witness (Block Letters) </td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;"> <u>131/95 BONAR ST WOLLI</u> ----- Address of Witness (Block Letters) <u>CREEK</u> </td> </tr> </table>			EXECUTED BY SCHOFIELDS ONE PTY LIMITED) (ACN 606 182 236) in accordance with Section 127) of the Corporations Act:)	AS TRUSTEE FOR SCHOFIELDS ONE UNIT TRUST ABN 59280103927	----- Signature of Sole Director and Sole Secretary	----- Signature of Witness	<u>XIAOHUI kou</u> ----- Name of Sole Director and Sole Secretary (Block Letters)	<u>CHAO LI</u> ----- Name of Witness (Block Letters)		<u>131/95 BONAR ST WOLLI</u> ----- Address of Witness (Block Letters) <u>CREEK</u>
EXECUTED BY SCHOFIELDS ONE PTY LIMITED) (ACN 606 182 236) in accordance with Section 127) of the Corporations Act:)	AS TRUSTEE FOR SCHOFIELDS ONE UNIT TRUST ABN 59280103927									
----- Signature of Sole Director and Sole Secretary	----- Signature of Witness									
<u>XIAOHUI kou</u> ----- Name of Sole Director and Sole Secretary (Block Letters)	<u>CHAO LI</u> ----- Name of Witness (Block Letters)									
	<u>131/95 BONAR ST WOLLI</u> ----- Address of Witness (Block Letters) <u>CREEK</u>									
<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> EXECUTED BY SCHOFIELDS SQUARE PTY LIMITED) (ACN <u>606 255 261</u>) in accordance with Section 127) of the Corporations Act:) </td> <td style="width:50%; border: none;"></td> </tr> <tr> <td style="border: none; text-align: center;"> ----- Signature of Director </td> <td style="border: none; text-align: center;"> ----- Signature of Director </td> </tr> <tr> <td style="border: none; text-align: center;"> <u>XIAOHUI kou</u> ----- Name of Director (Block Letters) </td> <td style="border: none; text-align: center;"> <u>RICKY POON</u> ----- Name of Director (Block Letters) </td> </tr> </table>			EXECUTED BY SCHOFIELDS SQUARE PTY LIMITED) (ACN <u>606 255 261</u>) in accordance with Section 127) of the Corporations Act:)		----- Signature of Director	----- Signature of Director	<u>XIAOHUI kou</u> ----- Name of Director (Block Letters)	<u>RICKY POON</u> ----- Name of Director (Block Letters)		
EXECUTED BY SCHOFIELDS SQUARE PTY LIMITED) (ACN <u>606 255 261</u>) in accordance with Section 127) of the Corporations Act:)										
----- Signature of Director	----- Signature of Director									
<u>XIAOHUI kou</u> ----- Name of Director (Block Letters)	<u>RICKY POON</u> ----- Name of Director (Block Letters)									
If space is insufficient use additional annexure sheet										
SURVEYORS REFERENCE: 161215 SUB										

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Registered:  30/03/2020	<h1>DP1258608</h1>	
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773		
Subdivision Certificate No: <u>SC-19-00180</u> Date of Endorsement: <u>5.3.2020</u>		
MORTGAGEE		
MAXCAP SECURITY PTY LTD ACN 122 131 793		
		
Signature of <i>Alternate Director</i>	Signature of Director	
Anthony Woods	<i>Wayne Losky</i>	
Name of Director (Block Letters)	Name of Director (Block Letters)	
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 161215 SUB		

ePlan

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

(Sheet 1 of 14 sheets)

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
 DP1253237 and Lots 209 and 210 in
 DP1189773 in Subdivision Certificate
SC-19-00180

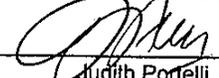
Full Name and Address of the Registered
 Proprietor of the Land:

Schofields One Pty Limited ACN 606 182 236 and *Schofields*
 Suite 1301, Level 13
 88 Phillip Street
 Sydney NSW 2000
*Square Pty Limited ACN
 606 255 261*

PART 1 (Creation)

Number of item shown in the intention panel on the plan	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 For Support & Shelter (Whole of Lot)	Each Lot / 2	Each Lot 2 /
2.	Easement for Services (Whole of Lot)	Each Lot / 2	Each Lot 2 /
3.	Easement for Emergency Egress (Whole of Lot)	Each Lot / 2	Each Lot 2 /
4.	Easement to Access Shared Facilities (Whole of Lot)	Each Lot / 2	Each Lot 2 /
5.	Right of Access variable width (A) (Limited in Stratum)	2	1
6.	Easement to Use Loading Dock variable width (B) (Limited in Stratum)	2	1
7.	Easement to Use Garbage Hold variable width (C) (Limited in Stratum)	2	1
8.	Easement for Light and Air 5 wide (D) (Limited in Stratum)	2	1
9.	Positive Covenant	1 and 2	Blacktown City Council
10.	Restriction on the use of land	1 and 2	Blacktown City Council
11.	Restriction on the use of land	1 and 2	Blacktown City Council

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
 DP1253237 and Lots 209 and 210 in
 DP1189773 in Subdivision Certificate SC-19-
 00180

12.	Restriction on the use of land	1 and 2	Blacktown City Council
13.	Restriction on the use of land	1 and 2	Blacktown City Council
14.	Positive Covenant	1 and 2	Blacktown City Council
15.	Positive Covenant	1 and 2	Blacktown City Council
16.	Restriction on the use of land	1 and 2	Blacktown City Council

PART 1A (Release)

Number of item shown in the intention panel on the plan	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 for Access and Maintenance 21.25 wide & variable (A) (DP1253237)	1/DP1253237 2/DP1253237	2/DP1253237 3/DP1253237 3/DP1253237

PART 2 (Terms)

1. Terms of Easement for Support & Shelter (Whole of Lot) numbered 1 in the plan

An Easement for support and shelter as defined in and subject to section 106 of the Act as if the Easement was created under that section of the Act.

2. Terms of Easement for Services (Whole of Lot) numbered 2 in the plan

2.1 The Grantee and its Authorised Users may:

- (a) use each Lot Burdened to install and provide Services to and from each Lot Benefited;
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing, maintaining or replacing the Services.

2.2 The Grantee must keep the Services in good repair and safe condition.

2.3 In exercising those powers, the Grantee must and its Authorised Users must:

- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) restore the Lot Burdened as nearly as practicable to its former condition; and

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

(f) make good any collateral damage which they cause, at their expense.

3. Terms of Easement for Emergency Egress (Whole of Lot) numbered 3 in the plan

3.1 The Grantee and Authorised Users may pass and repass across the fire stairs and passages within the Lot Burdened by foot only and only for the purpose of egressing from the Lot Benefited:

- (a) in an emergency; or
- (b) in the case of a fire or a fire drill; or
- (c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

4. Terms of Easement to Access Shared Facilities (Whole of Lot) numbered 4 in the plan

4.1 The Grantee and its Authorised Users may:

- (a) use each Lot Burdened, but only within the Easement Site, to access the Shared Facilities to and from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to use the Shared Facilities;
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing or maintaining the Shared Facilities.

4.2 In exercising those powers, the Grantee must and its Authorised Users must:

- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
 - (e) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (f) make good any collateral damage which they cause, at their expense.
- 4.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 4.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.
- 4.5 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.
- 5 Terms of Right of Access variable width (A) (Limited in Stratum) numbered 5 in the plan**
- 5.1 The Grantee may:
- (a) by any reasonable means pass across each Lot Burdened, but only within the Easement Site, to get to and from the Lot Benefited; and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing or maintaining the Easement Site.
- 5.2 In exercising those powers, the Grantee must:
- (a) ensure all work is done properly and in a good and workmanlike manner;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
 - (d) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (e) make good any collateral damage which they cause, at their expense.
- 6 Terms of Easement to Use Loading Dock variable width (B) (Limited in Stratum) numbered 6 in the plan**
- 6.1 The Grantee and its Authorised Users may:

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

- (a) pass and repass over the service corridors within the Easement Site to access the Loading Dock;
 - (b) use the Loading Dock within the Easement Site, subject to the availability of the Loading Dock and any rules of operation of the Loading Dock reasonably determined by the Building Management Committee from time to time, to load and unload goods; and
 - (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened.
- 6.2 In exercising those powers, the Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) restore the Lot Burdened as is practicable to its former condition; and
 - (d) make good any collateral damage.
- 6.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 6.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.
- 6.4 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.
- 7. Terms of Easement to Use Garbage Hold variable width (C) (Limited in Stratum) numbered 7 in the plan**
- 7.1 The Grantee and its Authorised Users may:
- (a) use each Lot Burdened, but only within the Easement Site, to access the Garbage Room to and from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to use the Garbage Room;
 - (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing or maintaining the Garbage Room or items in the Garbage Room.

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

7.2 In exercising those powers, the Grantee must and its Authorised Users must:

- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) restore the Lot Burdened as nearly as practicable to its former condition; and
- (f) make good any collateral damage which they cause, at their expense.

7.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

7.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.

7.5 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.

8 Terms of Easement for Light and Air 5 wide (D) (Limited in Stratum) numbered 8 in the plan

This Easement is for the free and interrupted access of light and air crossing through the airspace vertically above the Lot Burdened to and from the windows, doors and apertures on any building or to be erected on the Lot Benefited.

9. Terms of positive covenant numbered 9 in the plan

9.1 The registered proprietor(s) covenant as follows with the Authority Benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the Lot 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 "On-Site Detention Maintenance Schedule" as approved by Triaxial Consulting on 17 February 2020, a copy of which is attached and held in Council's file Number CC-19-00937. A copy of this Schedule is available to all owners and occupiers of the Lot Burdened;
- (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