

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Urban Land & Housing Group 514/5 Celebration Drive, Bella Vista NSW 2153	Ref: Catherine Cao Ph: 02 9672 6055
co-agent vendor	Mogul Stud Pty Limited ACN 000 331 840 Level 6, 131 Macquarie Street, Sydney NSW 2000	
developer	DH Box Hill Pty Limited ACN 625 555 553 Suite 502, Level 5, 2 Elizabeth Plaza, North Sydney NSW 2060	
vendor's solicitor	NORTON ROSE FULBRIGHT AUSTRALIA 60 Martin Place, Sydney NSW 2000 DX368 Sydney	Ref: Elyse Athanasopoulos Phone: 02 9330 8000 Fax: 02 9330 8111 Email: elyse.athanasopoulos@nortonrosefulbright.com
date for completion	See additional provision 9 (clause 15)	
land(address, plan details and title reference)	Lot 4####, Stage 12B, The Hills of Carmel, Box Hill NSW 2765 as more fully described in "Annexure A"	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	Nil
purchaser	
guarantor (clause 41)	
Foreign Person	<input type="checkbox"/> NO <input type="checkbox"/> Yes (see clause ##)
purchaser's solicitor	Phone: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent - Nil

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

ANNEXURE “A”

land (address,
plan details and
title reference)

Lot 4### The Hills of Carmel, Box Hill, being Lot 4### in an unregistered plan with pre-allocated plan number DP1259892 (copy attached) being part of Lot 4738 in Deposited Plan number 1259891 being part folio 4738/1259891

SIGNING PAGE**Vendor**

Signed for and on behalf of **Mogul Stud Pty Limited** ACN 000 331 840 under registered power of attorney Book 4745 No 937 by its attorney **DH Box Hill Pty Ltd** ACN 625 555 553 in accordance with section 127 of the *Corporations Act 2001*:

.....
Director/company secretary

.....
Director

.....
Name of director/company secretary
(BLOCK LETTERS)

.....
Name of director
(BLOCK LETTERS)

Developer

Executed by **DH Box Hill Pty Ltd** ACN 625 555 553 in accordance with section 127 of the *Corporations Act 2001*:

.....
Director/company secretary

.....
Director

.....
Name of director/company secretary
(BLOCK LETTERS)

.....
Name of director
(BLOCK LETTERS)

SIGNING PAGE

Purchaser

Executed by _____
in the presence of:

Signature

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Executed by _____
in the presence of:

Signature

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Executed by _____

ACN _____ in accordance
with section 127 of the *Corporations Act*
2001:

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

SIGNING PAGE

Guarantor

Executed by _____
in the presence of:

Signature

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Executed by _____
in the presence of:

Signature

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): Property Exchange Australia (PEXA)

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: **Mogul Stud Pty Limited ACN 000 331 840**

Supplier's ABN: **16 000 331 840**

Supplier's GST branch number (if applicable):

Supplier's business address: **Level 6, 131 Macquarie Street, Sydney NSW 2000**

Supplier's representative: **Yasushi Ohtsuka**

Supplier's contact phone number: **02 8036 4550**

Supplier's proportion of **GSTRW payment**: **7%**

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

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

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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

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- (17) Add to clause 10.1 the following subclause to be numbered 10.1.10: "Any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulation thereunder".
- (18) Add to clause 10.1 the following subclause to be numbered 10.1.11: "Any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise".
- (19) Add to clause 11.2 after the word "terminated" the words "other than as a result of default by the Purchaser".
- (20) In clause 12.2.1 after the word "certificate" insert the words "other than a Building Certificate".
- (21) Delete clause 14.4.2.
- (22) Delete clause 14.5.
- (23) In clause 16.1 add the following additional sub-clause:
- "16.1A Where the property includes personal property subject to a security interest:
- (i) in this clause personal property, security party and secured interest have the same meanings as in the *Personal Property Securities Act 2009* (Cth) (**PPS Act**);
 - (ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association;
 - (iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the PPS Act) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register); and
 - (iv) no release is required where the personal property is sold in the ordinary course of business of the vendor."
- (24) In clause 16.4 insert the words "at least 7 days before the Completion date" after the first word "If" and at the end of that clause add the words "but if the Land Tax Certificate is served less than 7 days before the Completion date the purchaser shall on completion accept the vendor's undertaking to produce the land tax clearance within fourteen days of completion."
- (25) Delete clause 17.2.2.
- (26) In clause 17.3, in the first line, delete the words "or after".
- (27) Add to the end of clause 20.6.2 the words "including service by delivery to a facility of Australian Document Exchange Pty Limited in an envelope addressed to that party's solicitor's document exchange box".
- (28) In clause 20.6.5, delete the words 'or fax'.
- (29) A new clause 20.6.9 is inserted as follows:
- "20.6.9 For the purposes of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:

20.6.9.1 the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or

20.6.9.2 the time of dispatch is later than 5:00 pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9:00 am on the next business day at that place".

- (30) In clause 20.8 delete the numbers "11" and "17";
 - (31) Add to clause 20 the following subclause to be numbered 20.18:

"Any obligation or liability of a party shall bind that party and his executors, administrators, successors and assigns";
 - (32) Clause 20.16.1 is deleted.
 - (33) Clause 20.17 is deleted.
 - (34) In the last line of clause 23.2.9 and in clause 23.5.2 and in the first line of clause 23.6, delete all the words after the word "disclosed" and substitute the words "noted or referred to in this contract or the attachments hereto".
 - (35) In the third line of clause 23.9.1 delete "1%" and substitute "2%".
 - (36) Delete clauses 24.1 and 24.3.
 - (37) In clause 25.1.1 delete the word "limited".
 - (38) Delete clause 29.
 - (39) In the second line of clause 30.9 delete the words "by cash (up to \$2,000) or *settlement cheque*";
 - (40) Delete clause 30.11.
 - (41) In clause 31, add the following subclauses:

"31.6 The Vendor has applied or shall apply to the Deputy Commissioner of Taxation for a Clearance Certificate and shall use reasonable endeavours to obtain a Clearance Certificate at least 7 days before the date for completion. If the Clearance Certificate has not been obtained at least 7 days before the date for completion the Vendor may elect to either:

 - 31.6.1 Postpone completion by serving written notice on the Purchaser nominating a date that is no later than 30 days from the date for completion; or
 - 31.6.2 Require the Purchaser to complete this Contract and pay the remittance amount to the Deputy Commissioner of Taxation.

31.7 If the Vendor serves a notice under clause 31.6.1 then the date for completion of this Contract will become the date nominated in the notice".
- 2 No objection requisition or claim for compensation shall be made by the Purchaser if on settlement it may be found that any boundary of the parcel be not fenced or that any boundary fence or wall shall not be within or upon such boundary. The Purchaser acknowledges that he is aware that the Vendor may not be erecting any fences on the property and agrees that if at completion there are no fences the construction of fencing will be the responsibility of the Purchaser.

3 The Purchaser acknowledges that he has satisfied himself as to his obligations and rights under this Contract and that he buys the property relying on his own inspection, knowledge and enquiries and that he does not rely on any warranty or representation made to him by or on behalf of the Vendor. The Purchaser further acknowledges that he does not rely on any other letter, document, correspondence, or arrangement whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements as set out in this Contract.

4 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor if this additional provision had not been included, should the Purchaser or any of them prior to completion:

- (1) die or become mentally ill, then the Vendor may rescind this Contract by notice in writing whereupon it shall be at an end and the provisions of clause 19 shall apply; or
- (2) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or, being a company, resolve to go into liquidation or have a petition for the winding-up of the Purchaser presented or enter into any compromise or arrangement with its creditors or should any administrator, liquidator, receiver or official manager be appointed in respect of the Purchaser, the Purchaser shall be deemed to be in default of an essential term hereunder and the Vendor shall be entitled without affecting any further right or remedy of the Vendor by notice in writing served on the Purchaser to terminate this Contract and forfeit the deposit paid hereunder and shall be deemed to have done so under clause 9 of this Contract which shall in all respects apply to such termination and forfeiture.

5 The Purchaser acknowledges having inspected copy draft Sewerage Plan annexed hereto and agrees that he shall not make nor be entitled to make any objection requisition or claim for compensation in respect of any matters disclosed therein or arising therefrom.

The Purchaser further acknowledges and agrees that the position of the sewerage connections at the time of completion may not be as shown in the diagrams attached to the Contract and that the Purchaser cannot make any objection requisition or claim for compensation if at the time of completion:

- (1) any connection passes through any other property; or
- (2) any connection to any other property passes through the property; or
- (3) the location of the sewer lines or sewerage connections are different from the sewer lines or connections shown on the draft Sewerage Plan.

6 Completion of this Contract shall be subject to and conditional upon the registration of the Plan of Subdivision substantially in the form annexed hereto (**Deposited Plan**) on or before 31 March 2027 (**Plan Registration Date**). In the event that registration of the Deposited Plan has not been effected by the Plan Registration Date then either party may rescind this Contract by written notice to the other whereupon the provisions of clause 19 shall apply PROVIDED HOWEVER that no such right of rescission shall be exercisable by the Purchaser after twenty one (21) days after the Plan Registration Date.

- 7 (1) The Vendor may make alterations to the Deposited Plan which are minor alterations without giving notice to the Purchaser and the Purchaser cannot make a claim or requisition or rescind or terminate or delay completion by reason of any such minor alterations.
- (2) For the purpose of this additional provision 7 any of the following alterations to the Deposited Plan are minor alterations:
 - (a) the number or numbering of lots;
 - (b) the dimensions, position, layout or omission of any lot other than the property;

- (c) any alteration which does not detrimentally affect access to or the use of the property in a material way;
- (d) the area of the property, if it is less than 5%; and
- (e) any difference between the Deposited Plan and the deposited plan registered by the Registrar General which does not detrimentally affect the Purchaser's use of the property in a material way.

Any other alteration may also be a minor alteration.

- (3) If any proposed alteration to the Deposited Plan is other than minor:
 - (a) the Vendor must give written notice to the Purchaser of such proposed alteration; and
 - (b) the Purchaser may rescind by giving the Vendor written notice within seven (7) days of the earlier of:
 - (i) the Vendor's notice of the proposed alteration; and
 - (ii) written notice of registration of the Deposited Plan.

Time is essential under this additional provision.

- (4) If the Purchaser does not rescind under additional provision 7(3) it will be deemed to have agreed to the alteration and the Purchaser cannot make a claim or requisition or rescind or terminate or delay completion by reason of any such alteration.

- 8 (1) The Purchaser acknowledges and agrees that after the contract date the Vendor may do any of the following in relation to the land in the Deposited Plan:
 - (a) create any easement or restrictive or positive covenant;
 - (b) enter into any lease or other agreement or arrangement;
 - (c) grant any right or privilege;
 - (d) dedicate any land;
 - (e) finalise the position and nature of services and installations including, water, electricity, gas, sewers and drainage; or
 - (f) replace or amend any documents or plans attached to this Contract.
- (2) The Vendor must give written notice to the Purchaser if the Vendor does anything described in additional provision 8(1) which is not disclosed in this Contract.
- (3) Subject to additional provision 8(4), the Purchaser cannot make any claim or requisition or rescind or terminate or delay completion if the Vendor gives it a notice under additional provision 8(2).
- (4) The Purchaser may rescind if anything specified in a notice under additional provision 8(2) would materially and detrimentally affect the Purchaser's use of the property by giving a notice of rescission within seven (7) days of the date of the Vendor's notice under additional provision 8(2).
- (5) In the event that the Purchaser does not rescind this Contract as provided in additional provision 8(4) hereof then the Purchaser must proceed to completion without any right to make a claim for compensation or seek a reduction in the price.
- (6) Time is essential under this additional provision.

- 9 Completion of this sale shall take place on the date being twenty-one (21) days from the date that the Vendor informs the Purchaser in writing that the Deposited Plan referred to in additional provision 6 has been registered (**Completion Date**).
- 10 (1) The parties agree that at any time after the Completion date either party shall be entitled to serve upon the other a Notice to Complete requiring the other party to complete the Contract within not less than fourteen (14) days of the date of such notice (being fourteen 14 days exclusive of the date of service but inclusive of the last day prescribed by the notice for completion) and making time for completion of the essence of the Contract. The parties further agree that any notice so given shall be valid for all purposes both at law and in equity, and that the time for completion of the Contract therein specified shall be reasonable and of the essence of the Contract and the party receiving the notice shall not be entitled to make any objection thereto. The party serving a Notice to Complete may at any time withdraw the Notice to Complete by written notice to the party in default and at his option issue a further Notice to Complete.
- (2) Should the Vendor serve a notice on the Purchaser under additional provision 10(1), the Purchaser must pay to the Vendor, as an allowance to the Vendor on completion, the sum of \$385.00 (including GST) which the Purchaser agrees is a genuine pre-estimate of the legal costs and disbursements incurred by the Vendor in respect of the preparation and service of the notice.
- 11 On completion the Vendor may hand to the Purchaser a proper form of discharge of mortgage or withdrawal of caveat in registrable form in respect of any mortgage or caveat registered on the title to the property and to which the sale is not subject and will allow the Purchaser the registration fees on any discharge of mortgage or withdrawal of caveat and the Purchaser agrees that he shall not make nor be entitled to make any requisition or objection requiring the registration of any such discharge of mortgage or withdrawal of caveat prior to completion.
- 12 The Purchaser expressly warrants and agrees with the Vendor that he was not introduced to the property nor to the Vendor by any agent other than the Vendor's agent herein named and that the sale and purchase under this Contract were negotiated by and between the Vendor and the Purchaser without the intervention or instrumentality of any other agent and the Purchaser on behalf of himself his executors administrators assigns and successors hereby agrees to well and sufficiently indemnify and at all times hereafter keep indemnified the Vendor his executors administrators assigns and successors from and against any claim or claims whatsoever for commission which may be made by any real estate agent or agency other than the Vendor's agent as herein named in respect of the within sale. It is expressly agreed that this additional provision shall not merge on completion.
- 13 The property is sold and the Purchaser shall take subject to all rights of way, reservations, covenants and easements noted on the Certificate of Title for the property and the Purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of the same.
- 14 In addition to the provisions contained in clause 20 hereof, a notice or document shall be sufficiently served for the purposes of this Contract if the notice or document is sent by facsimile transmission to a party or the solicitor for a party and in any such case shall be deemed to be duly given or made when the transmission has been completed except where
- (1) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; or
- (2) the time of dispatch is not before 17.00 (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.
- 15 (1) The Purchaser warrants:

- (a) That the Purchaser is ordinarily resident in Australia within the provisions of the *Foreign Takeovers Act 1975* (Cwth) (**the Act**);
 - (b) That the provisions of the Act requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase.
- (2) In the event of there being a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.
- (3) This warranty and indemnity shall not merge on completion.
- 16 (1) In the event any one or more of the provisions herein contained or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- (2) In the event of any conflict between the provisions of these additional provisions and those contained in the printed conditions to this Contract, the additional provision shall prevail.
- 17 The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected and may serve a Notice to Complete on the Purchaser notwithstanding that at the time such notice is issued or at any subsequent time there is a charge on the property for any rate tax or outgoing.
- 18 The Purchaser is purchasing the property and shall take title thereto subject to existing or proposed services (if any). The Purchaser shall not be entitled to make any objection requisition or claim for compensation:
- (1) in respect of the nature location availability or non-availability of any service;
 - (2) as to whether or not the property has the benefit of any rights or easements in respect of any service or mains pipes or connections for any service;
 - (3) if any underground or surface stormwater drain passes through or over the property or the parcel (if applicable);
 - (4) should any manhole or vent be on the property or the parcel (if applicable).
- The Vendor has no responsibility for the installation or connection of any services to the property other than any services required by The Hills Shire Council to be provided by the Vendor prior to the Council signing the subdivision certificate for the subdivision of the lots of which the property forms part.
- 19 In the event that the Purchaser has not completed his purchase of the property by the Completion date (such failure to complete not being the fault of the Vendor) then without in any way limiting the right of the Vendor to issue a Notice to Complete at any time after the Completion date (or if the Vendor is not in a position to complete the sale of the property to the Purchaser on the Completion date then from the date the Vendor is in a position to complete the sale of the property to the Purchaser) the Purchaser shall be liable to pay interest on the outstanding balance of purchase money at the rate of eight percent (8%) per annum from and including the Completion date up to and including the date of actual completion, which interest shall be paid to the Vendor at the date of completion in addition to the purchase price and any other moneys payable by the Purchaser to the Vendor.
- 20 In the event that the deposit is invested pursuant to the terms of this Contract and either the Vendor or Purchaser does not provide the depository with his tax file number and as a result withholding tax is deducted from the interest on the deposit then the amount of withholding tax deducted shall be applied against the entitlement of interest of the party who did not provide his tax file number.

- 21 Each clause or additional provision in this contract is severable from each other clause or additional provision (as the case may be). If for any reason any clause, additional provision or subclause is unenforceable due to the operation of Section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation 2022* or otherwise, this contract is to be read and construed as if that clause additional provision or subclause is severed from this contract and the unenforceability of that clause, additional provision or subclause is not to prejudice or in any way affect the enforceability of any of the remaining clauses, additional provision or subclauses.
- 22 Each party hereto authorises his, her or their solicitor or any employee of that solicitor up until the date of this Contract, to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.
- 23 The Purchaser agrees to indemnify and keep indemnified the Vendor against any liability or loss arising from and any costs, charges or expenses incurred in connection with the Purchaser's default under this contract or the Purchaser's breach of warranty, including but not limited to legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis.
- 24 The Purchaser agrees that at any time prior to the Plan Registration Date the Vendor shall be entitled by notice in writing to the Purchaser to extend the Plan Registration Date by twelve (12) months.
- 25 The Vendor agrees to use all reasonable endeavours to have the Deposited Plan registered by the Plan Registration Date, however the Vendor shall, in addition to the right contained in additional provision 24, be entitled by notice in writing to the Purchaser to extend the Plan Registration Date by the number of days that the civil works are delayed due in whole or part to anything beyond the Vendor's control including but not limited to:
- (1) inclement weather or conditions resulting from inclement weather or acts of God;
 - (2) any civil commotion, strikes or lockout affecting the progress of the works or affecting the supply or manufacture of materials required for carrying out the works;
 - (3) directions by the council or other competent authority or person;
 - (4) delays in obtaining any approval or consent in relation to the development;
 - (5) loss or damage by fire, explosion, earth quake or any other like occurrence; and
 - (6) repudiation or abandonment by a contractor,

(New Plan Registration Date).

In the event that the Vendor extends the Plan Registration Date pursuant to this additional provision 25 the period of extension of twelve (12) months referred to in additional provision 24 shall be twelve (12) months from the New Plan Registration Date.

- 26 (1) The Purchaser agrees that as at the date of completion, should there be no separate assessment issued for council and/or water rates and/or land tax of the property for the year/quarter THEN the adjustment for such council and/or water rates and/or land tax in respect of the property for the assessment year/quarter in which completion takes place will be made on the following basis:
- (a) Council Rates \$1,000.00 per annum
 - (b) Water Rates \$150.00 per quarter
 - (c) Land Tax \$12,000.00 per annum

- (2) An adjustment in accordance with additional provision 26(1) shall be made on the basis that the amount being adjusted is paid and no regard will be had to the actual assessment or assessments issued after completion.
 - (3) The Vendor will pay any separate assessment for rates and taxes for the property if and when the separate assessment for the relevant period in which completion takes place is issued.
- 27 The Purchaser agrees that the Margin Scheme will apply in respect of GST in relation to the sale. Any GST payable in respect of the sale shall be payable by the Vendor. The Purchaser agrees to do all things necessary on his part to ensure that the Vendor can apply the margin scheme should there be any change in the GST Act which impacts on the margin scheme.
- 28.1
 - (1) The Vendor intends to carry out Development Activities on the Development Site in stages. The Development Activities may result in:
 - (a) noise, dust, vibration and disturbance to the occupiers of the property within the lawful requirements of any relevant authority or Council and during any hours permitted by any relevant authority or Council;
 - (b) temporary obstruction or interference with services to the property;
 - (c) access to the property being temporarily diverted during the course of the Development Activities on the Development Site; and
 - (d) construction traffic in and around the Development Site.
 - (2) The timing for commencement and completion of each stage of the development of the Development Site will be determined by the Vendor in the Vendor's absolute discretion.
 - (3) This additional provision 28.1 does not merge on the completion of this Contract or on the transfer of the real property supplied.
- 28.2 The Vendor discloses that:
 - (1) the street names have not yet been approved by Council and on completion may be different from the street name for the property shown in this Contract; and
 - (2) final street names and property numbering will be determined by Council.
- 28.3 The Purchaser acknowledges that Ausgrid or Energy Australia or any other appropriate authority may require an electricity substation to be constructed on the property and may require a lease and associated rights of way and easements to be granted to Ausgrid or Energy Australia or any other appropriate authority.
- 28.4 The Vendor discloses that registered on the title to the property is a planning agreement pursuant to Section 7.6 of the Environmental Planning and Assessment Act 1979 being Dealing No AP277256 and AP277257 (**Planning Agreement**). The Purchaser agrees that it shall satisfy itself as to the contents of the Planning Agreement and agrees that it shall not make nor be entitled to make any objection, requisition or claim for compensation in relation to the Planning Agreement on the basis that the Vendor removes the dealing relating to the Planning Agreement from the title to the property prior to completion.
- 28.5 The Purchaser acknowledges that the Vendor may be required to construct retaining walls on any lots other than the property where required.
- 28.6 The Purchaser cannot make any objection, claim for compensation, requisition, rescind, terminate or delay completion in respect of any matter disclosed or referred to in this additional provision 28 or any matter arising therefrom.

- 29 The Purchaser acknowledges and is aware that the Vendor is the owner of the copyright in all the marketing material, business names and trade names in relation to the Development Site including but not limited to all plans, brochures, logos, images, signage and advertisements (**Marketing Material**). The Purchaser agrees that he will not use any of the Vendor's Marketing Material, business names and/or trade names in any sale of the property by the Purchaser.
- 30.1 This additional provision 30 applies if the Vendor has accepted a bank guarantee in the place of the deposit or as any part of the deposit. Nothing in this additional provision 30 implies that the Vendor will accept a bank guarantee in the place of the deposit or as any part of the deposit.
- 30.2 If the Vendor has agreed to accept a bank guarantee in the place of the deposit or of any part of the deposit:
- (1) The Purchaser must deliver a bank guarantee on terms acceptable to the Vendor on or before the date of this Contract and in that case this additional provision 30.
 - (2) On completion the Purchaser must pay to the Vendor by settlement cheque the amount of the deposit.
 - (3) If the Vendor lawfully gives the Purchaser a notice in writing claiming forfeiture of the deposit under this Contract, then the Purchaser must pay to the Vendor within two (2) clear business days of receiving that notice the amount of the deposit.
 - (4) If the Purchaser does not comply with additional provision 30.2(2) or additional provision 30.2(3):
 - (a) the Purchaser is immediately, without notice, in breach of any essential obligation under this Contract; and
 - (b) the Vendor may demand payment from the issuer of the bank guarantee of the lesser of the amount stipulated in the bank guarantee and:
 - (i) the amount payable by the Purchaser under additional provision 30.2(2) if the Purchaser has not complied with additional provision 30.2(2); or
 - (ii) the amount payable by the Purchaser under additional provision 30.2(3) if the Purchaser has not complied with additional provision 30.2(3).
 - (5) If the Vendor terminates this Contract because the Purchaser does not comply with this Contract (or a notice under or relating to it) in an essential respect, the Vendor may demand payment from the issuer of the bank guarantee.
- 30.3 If the bank guarantee has an expiry date:
- (1) the expiry date must not be earlier than three (3) months after the Plan Registration Date; and
 - (2) the Purchaser must, if completion has not taken place at least two (2) months before that expiry date, promptly serve a replacement bank guarantee on the same terms and conditions as the bank guarantee except that the bank guarantee must expire at least twelve (12) months after the Plan Registration Date, as extended under additional provision 24 and/or additional provision 25.
- 30.4 If the Purchaser has not replaced the bank guarantee when required in accordance with additional provision 30.3, the Vendor may call on the bank guarantee at any time after the date being one (1) months before the expiry date of the bank guarantee (with time of the essence).
- 30.5 The obligations of the Purchaser under this additional provision 30 are essential.

- 31 Intentionally deleted.
- 32 The Purchaser agrees that pending completion he will not lodge a caveat against the title to the property until the subdivision of which the property forms part has been registered. The Purchaser further agrees this additional provision is an essential term of the Contract and should the Purchaser lodge a caveat then the Purchaser shall be in default hereunder and the Vendor shall be entitled by notice in writing to the Purchaser to terminate the Contract and/or claim damages from the Purchaser. The Purchaser must complete this Contract despite him (or any person claiming through the Purchaser) having registered a caveat against the title to the property in breach of this provision.
- 33 The Vendor agrees upon being requested in writing by the Purchaser to forthwith provide a letter of consent to The Hills Shire Council to enable the Purchaser to arrange a pre-DA meeting with the Council, lodge a development application for the property with the Council and/or inspect the Council file relating to the property.
- 34 (1) The Purchaser acknowledges that the Vendor may transfer its interest in the property to a third party prior to completion (**New Vendor**).
- (2) The Vendor shall give notice to the Purchaser and guarantors if any, of any transfer of its interest in the property to a New Vendor.
- (3) The Purchaser and the guarantors each agree:
- (a) to the transfer of the property to a New Vendor according to this additional provision 34; and
- (b) to the Vendor novating this Contract to a New Vendor; and
- (c) to accept on completion a transfer of the property in registrable form duly executed by the New Vendor (if the Vendor transfers or novates this Contract to that New Vendor according to this additional provision 34); and
- (d) if the Purchaser has paid the deposit by bank guarantee, to replace the bank guarantee with a new bank guarantee for the same amount in favour of the New Vendor within seven (7) days after being requested to do so by the Vendor.
- (4) If required by the Vendor, the Purchaser and the guarantors each agree to enter into a deed of novation to novate this Contract from the Vendor the New Vendor. These provisions will apply:
- (a) the Vendor must, at the Vendor's cost, prepare the deed of novation;
- (b) the Purchaser and the guarantor each must sign the deed of novation and return it to the Vendor within seven (7) days of receiving the deed of novation from the Vendor; and
- (c) the deed of novation may contain a provision releasing the Vendor from all or any of the Vendor's obligations under this Contract which are not due for performance at the date of the novation if the New Vendor assumes those obligations.
- (5) The Vendor agrees to pay any stamp duty payable upon the novation of this Contract according to this additional provision 34.
- (6) The Vendor indemnifies the Purchaser in the event the Purchaser is liable for any additional stamp duty in respect of this Contract or the transfer of the property to the Purchaser (above the stamp duty normally payable by the Purchaser) arising as a result of the transfer or novation under this additional provision 34.

- (7) (a) The Purchaser and guarantor if any, irrevocably appoint the Vendor and each authorised officer of the Vendor individually as the Purchaser's and guarantors (if any) attorney (**Attorney**) and agrees to ratify anything an attorney does under additional provision 34(7)(b).
- (b) In the event of either the Purchaser or the guarantor, or both, failing to comply with their obligations in additional provision 34(4), the Attorney may do whatever is necessary or convenient to enable the Vendor to procure that the Purchaser and the guarantor enter into a deed of novation including signing the deed of novation as attorney for either the Purchaser or guarantor.
- (c) The purpose of this power of attorney is to enable the Vendor to transfer the Vendor's interest to the New Vendor in accordance with its rights under this additional provision 34.

35 With regard to additional provision 34 hereof the Developer acknowledges and agrees with the Vendor as follows:

- (1) The Vendor may transfer its interest in the property to a thirty party prior to completion.
- (2) The Vendor may novate this Contract to the New Vendor.
- (3) To enter into a deed of novation with the Vendor and the New Vendor if requested so to do by the Vendor.

36 (1) The Developer irrevocably appoints the Vendor and each authorised officer of the Vendor individually as the Developer's attorney (**Attorney**) and agrees to ratify anything an Attorney does under additional provision 35.

(2) In the event that the Developer fails to comply with its obligations under additional provision 35 the Attorney may do whatever is necessary or convenient to enable the Vendor to procure that the Developer enters into a deed of novation including signing the deed of novation as attorney for the Developer.

(3) The purpose of this power of attorney is to enable the Vendor to transfer the Vendor's interest to the New Vendor in accordance with its rights pursuant to additional provision 35.

37 The Purchaser:

- (1) agrees that the Requisitions on Title annexed hereto are the only form of general requisitions that it is entitled to make under clause 5 (although this does not limit the right of the Purchaser to make further specific requisitions); and
- (2) acknowledges that the Vendor has fulfilled its obligation to provide a response to those general requisitions because the form of Answers to Requisitions is also annexed hereto.

38 The Purchaser acknowledges and agrees that:

- (1) The only warranties provided by the Vendor relating to or arising from this Contract are warranties relating to title and the transfer of the property to the Purchaser;
- (2) All other warranties relating to or arising from this Contract including but not limited to the carrying out of works on the property are given by the Developer; and
- (3) It is agreed that this additional provision shall not merge on completion.

39 **GST Withholding**

39.1 **Vendor notice and payment of GST by recipient**

(1) Vendor Notice and Purchaser payment at Settlement

(a) The Vendor provides the following Vendor Notice:

Issued by	Mogul Stud Pty Limited ABN 16 000 331 840
Notified GST withholding	\$
Method and time of payment of the Notified GST withholding	The Purchaser is to pay the Notified GST withholding by way of electronic direction to pay the ATO at Settlement

(b) The Purchaser agrees to pay the Notified GST withholding (if any) by the method, and at the time, for payment specified in the Vendor Notice contained in additional provision 39.1(1)(a).

(c) At Settlement, each Purchaser must provide to the Vendor:

(i) a copy of the completed ATO Form 1 lodged by the Purchaser with the ATO together with the Purchaser's Payment Reference Number and Lodgement Reference Number obtained on lodgement of the ATO Form 1.

(d) The Vendor and Purchaser agree that compliance with additional provision 39.1(1)(e) is a pre-condition to Settlement.

(e) The Vendor agrees to pay the notified GST withholding at Settlement by ensuring that a destination for the GST withholding payable to the ATO is noted in the electronic workspace together with the full amount of the Notified GST withholding payment.

(f) As soon as reasonably practical after Settlement and no later than 1 Business Day after Settlement, the Purchaser must lodge the ATO Form 2 with the ATO and provide a copy to the Seller within 3 Business Days after Settlement.

(2) **Completion of the ATO Forms**

If the Purchaser is obliged to remit Notified GST withholding to the ATO, the Vendor agrees to provide the Purchaser with all necessary information and assistance to enable the Purchaser to complete and lodge with the ATO an ATO Form 1 at least 5 Business Days before Settlement.

40 **Exchange**

40.1 The parties acknowledge and agree that exchange of contracts on a scanned copy of the purchaser's execution page constitutes a valid and binding exchange and the original execution page must be provided within 7 days of the contract date.

41 **Guarantee**

41.1 The Guarantor covenants jointly and severally as follows:

(1) the Guarantor guarantees to the Vendor that it will with the Purchaser be jointly and severally liable to the Vendor for the due performance by the Purchaser of all the covenants and provisions on the part of the Purchaser to be performed and observed under this Contract;

- (2) the Guarantor hereby indemnifies the Vendor and agrees at all times hereunder to keep the Vendor indemnified from and against all losses and expenses which the Vendor may suffer or incur consequent upon any breach or non-observance of any of the covenants and provisions of this Contract and on the part of the Purchaser to be performed or observed and the Guarantor agrees that the Guarantor shall remain liable to the Vendor under this indemnity notwithstanding that as a consequence of such breach or non-observance the Vendor has exercised any of its rights hereunder and notwithstanding that the Purchaser (being a company) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part;
- (3) the liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgence to the Purchaser or by the compounding, compromise, release, abandonment, waiver, variation or renewal of any of the rights of the Vendor against the Purchaser or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor from the obligations of the Guarantor pursuant to this Contract or any part thereof; and
- (4) the guarantee and indemnity hereby given are to continue and are to remain in full force and effect until the due performance and observance by the Purchaser or the Guarantor of all the covenants terms and provisions and conditions on the part of the Purchaser to be performed and observed in accordance with the terms of this Contract.

42 Landscaping Incentive Payment

42.1 In this clause 42:

- (1) **Authority** means the Council or other relevant authorities which consent or occupation certificate is required for the construction or landscaping required under this clause.
- (2) **Construction Commencement** means the time when earthworks, construction of foundations or slab pouring on the *property* physically commences.
- (3) **Construction Completion** means the time at which the Purchaser holds an interim (or final if an interim certificate is not issued) occupation certificate from the relevant Authority following completion of construction of a residential dwelling on the *property* in accordance with the Section 88B Instrument;
- (4) **Delay Event** means any matter, cause or thing beyond the reasonable control of the purchaser including without limitation delays in obtaining any approvals, consents or certifications from the Authority;
- (5) **Landscaping Incentive Payment** means an amount of \$10,000.00 (inclusive of GST if any);
- (6) **Landscaping Plan** means the plan for the design and installation of Landscaping Work by the Purchaser that is prepared by an appropriately qualified landscape architect or designer and provided to the Vendor as soon as practicable after the Completion Date;
- (7) **Landscaping Work** means:
 - (a) soft scaping in the landscaping of living components of turfing, plants and trees; and
 - (b) hardscaping in the installation of a driveway, fencing and a letterbox

on the *property* in accordance with the Landscaping Plan but subject to the terms of any Section 88B Instrument and

- (8) **Section 88B Instrument** means any section 88B Instrument applicable to the *property*.

42.2 **Developer's Offer**

If the Purchaser provides to the Developer written notice within 24 months after the Completion Date (or any extended date subject to clause 42.4) of:

- (a) Construction Completion; and
- (b) completion all Landscaping Work; and

the Developer conducts a satisfactory inspection of the *property* (which is to be conducted within 30 days of receipt of the Purchaser's written notice) to determine the Purchaser's strict compliance with this clause 42, then the Developer will pay to the Purchaser the Landscaping Incentive Amount within 30 days of its inspection of the *property*.

42.3 **Construction of Dwelling**

The Purchaser must:

- (a) undertake Construction Commencement within 12 months from the Completion Date; and
- (b) finalise Construction Completion no later than 24 months from the Completion Date of this contract, subject to clause 42.4.

42.4 **Extension of time**

- (1) If the Purchaser is unable to attain Construction Completion within 24 months from the Completion Date, it may request from the Developer an extension of time for such purpose, subject to the approval of the Developer.
- (2) The Developer's approval must not be unreasonably withheld, provided:
 - (a) the delay is caused by a Delay Event; and
 - (b) the extension of time to attain Construction Completion is not extended by more than 30 months from the Completion Date.

42.5 **Landscaping Work**

The Purchaser must:

- (a) complete the Landscaping Work in accordance with the Landscaping Plan within 24 months from the Completion Date (or such other agreed extended date under clause 42.4) subject to clause 42.3; and
- (b) notify the Vendor that all Landscaping Work is complete by providing photographic evidence of the completed Landscaping Work to the Developer.

42.6 **Default Consequences**

If the Purchaser does not provide written notice of Construction Completion and photographic evidence of completion of the Landscaping to the Developer (which must be satisfactory to the Developer at its sole discretion) within 24 months from the Completion Date (or such other agreed extended date under clause 42.4), then:

- (1) the Developer is not obliged to pay the Landscaping Incentive Payment to the Purchaser under any circumstances; and
- (2) the Purchaser releases the Developer from any claim to the Landscaping Incentive Payment that the Purchaser may have otherwise been entitled to bring under this Contract.

42.7 Future Dealings

The Purchaser must procure that any subsequent purchaser or transferee of the *property* from the Purchaser acknowledges and agrees to be bound by the matters disclosed in this Contract including this clause 42 and to enter into an agreement in such form as the Developer reasonably requires to the effect of this clause 42 before the transfer of the property takes effect.

42.8 No Merger

This clause 42 does not merge on completion of this Contract or the transfer of the *property* in a future dealing under clause 42.8.

DICTIONARY

In this Contract unless the context otherwise requires:

ATO means the Australian Taxation Office;

ATO Bank Cheque means a Bank Cheque made payable to the “Deputy Commissioner of Taxation” in the amount of the Notified GST;

ATO Form 1 means the ATO form entitled “Form 1: GST property settlement withholding notification”;

ATO Form 2 means the ATO form entitled “Form 2: GST property settlement date confirmation”;

Bank Cheque means a cheque drawn by an entity carrying on a banking business as defined in section 5 of the *Banking Act 1959* (Cth) or a bank constituted under a Law of a State;

Development Activities means any work intended to be carried out by the Vendor to complete any development in the Development Site including:

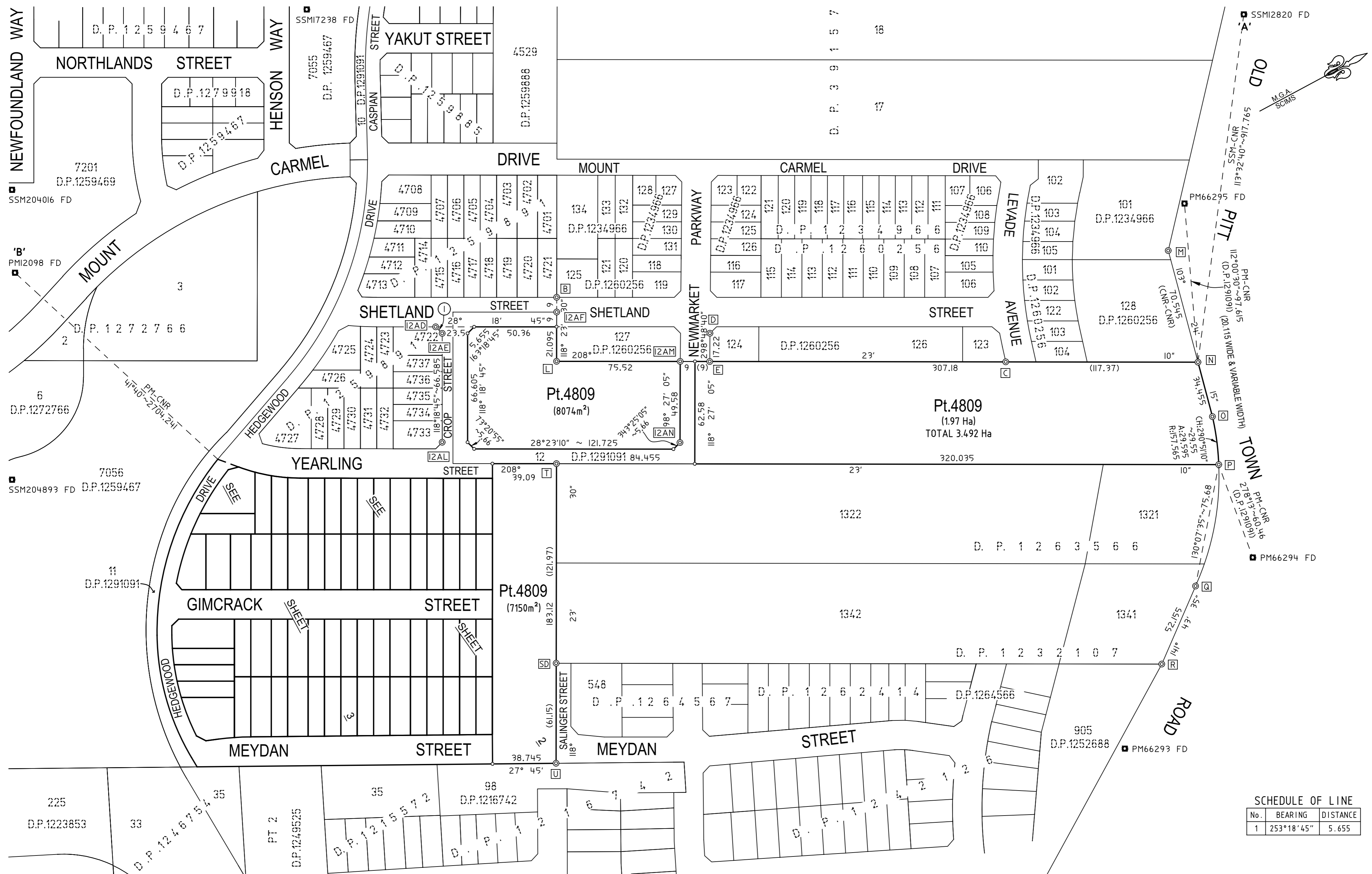
- (1) the subdivision and consolidation (by any means, including strata subdivision) of lots forming part of the Development Site;
- (2) any form of demolition work, building work and work ancillary to or associated with building work or installation of infrastructure including services in the Development Site;
- (3) any form of landscaping work or work ancillary to or associated with landscaping work on the Development Site;
- (4) carrying out the development of the Development Site in stages;
- (5) provision of services; and
- (6) any form of work, which is considered necessary or desirable by the Vendor.

Development Site means the development site known as “The Hills of Carmel” comprising Lot 181 in Deposited Plan 135218, Lot 19 in Deposited Plan 1111404, Lot 20 in Deposited Plan 1111404, Lot 21 in Deposited Plan 1111404, Lot 22 in Deposited Plan 1111404, Lot 51 in Deposited Plan 1006799, Lot 49 in Deposited Plan 1006798, Lot 50 in Deposited Plan 1006798, Lot 101 in Deposited Plan 1097611, Lot 11 in Deposited Plan 1009338, Lot 12 in Deposited Plan 1009338, Lot 75 in Deposited Plan 605776, Lot 14A in Deposited Plan 39159, Lot 11 in Deposited Plan 883323, Lot 83 in Deposited Plan 599307, Lot 33A in Deposited Plan 39159, Lot 29A in Deposited Plan 39159, Lot 34 in Deposited Plan 39157, Lot 22 in Deposited Plan 1070858 and Lot 2 in Deposited Plan 230092.

Notified GST means the dollar amount that is required to be remitted by the Purchaser to the Commissioner of Taxation under section 14-250 of Schedule 1 to the TAA as specified in the Vendor Notice;

TAA means the *Taxation Administration Act 1953* (Cth) as amended and replaced; and

Vendor Notice means the written notice issued by the Vendor in accordance with section 14-255 of Schedule 1 to the TAA as contained in Special Condition 39.1(1)(a).



SCHEDULE OF LINE		
No.	BEARING	DISTANCE
1	253°18'45"	5.655

SEE SHEET 4 FOR:
 - SCHEDULE OF REFERENCE MARKS
 - COORDINATE SCHEDULE
 - MGA TRAVERSE
 - HEIGHT SCHEDULE
 - HEIGHT DIFFERENCE SCHEDULE

SURVEYOR
 Name: MATHEW JOHN HYNES
 Date: 1st DECEMBER 2023
 Reference: 108-20 STAGE 12B MH

PLAN OF
 SUBDIVISION OF LOT 4738 D.P.1259891

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1: 1500
 Lengths are in metres

Registered

D.P. 1259892



'A' - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 'N' - EASEMENT FOR MAINTENANCE, ACCESS & OTHER PURPOSES 0.9 WIDE

NOTE:
 1. ALL BOUNDARIES OF EASEMENTS 'A' & 'N' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES

SURVEYOR
 Name: MATHEW JOHN HYNES
 Date: 1st DECEMBER 2023
 Reference: 108-20 STAGE 12B MH

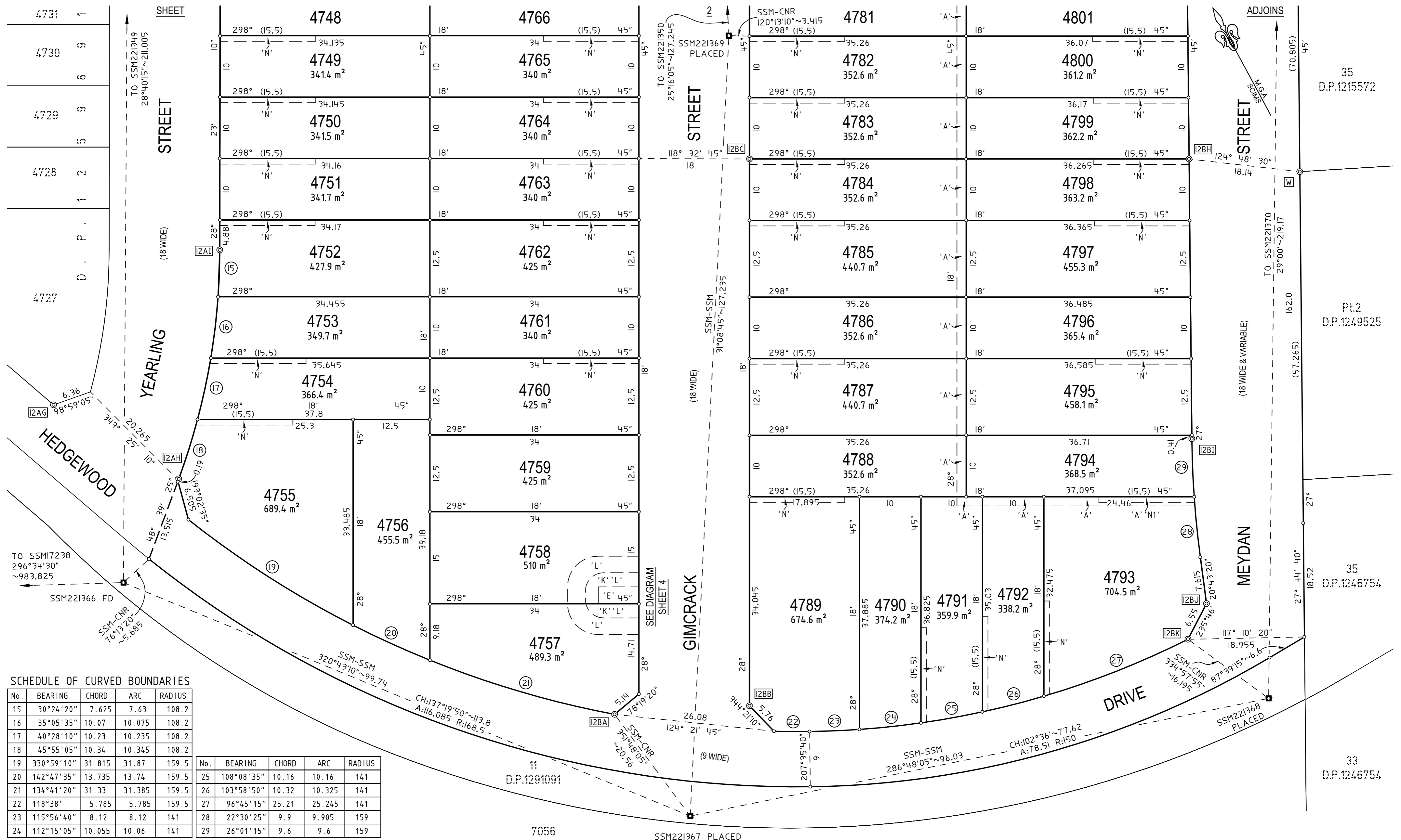
PLAN OF
 SUBDIVISION OF LOT 4738 D.P. 1259891

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1: 400
 Lengths are in metres

Registered

D.P. 1259892

CAD REF: G:\Acquired\CR\Projects\2020_yr108-20(Survey)\Plans\Plan_8881\STAGE_12108-20(S108) [02] - Stage 12B FINAL - G.A. - M.J.H.



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
15	30°24'20"	7.625	7.63	108.2
16	35°05'35"	10.07	10.075	108.2
17	40°28'10"	10.23	10.235	108.2
18	45°55'05"	10.34	10.345	108.2
19	330°59'10"	31.815	31.87	159.5
20	142°47'35"	13.735	13.74	159.5
21	134°41'20"	31.33	31.385	159.5
22	118°38'	5.785	5.785	159.5
23	115°56'40"	8.12	8.12	141
24	112°15'05"	10.055	10.06	141
25	108°08'35"	10.16	10.16	141
26	103°58'50"	10.32	10.325	141
27	96°45'15"	25.21	25.245	141
28	22°30'25"	9.9	9.905	159
29	26°01'15"	9.6	9.6	159

- 'A' - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- 'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- 'K' - RESTRICTION ON THE USE OF LAND
- 'L' - RESTRICTION ON THE USE OF LAND
- 'N' - EASEMENT FOR MAINTENANCE, ACCESS & OTHER PURPOSES 0.9 WIDE
- 'N1' - EASEMENT FOR MAINTENANCE, ACCESS & OTHER PURPOSES 0.9 WIDE

NOTE:
 1. ALL BOUNDARIES OF EASEMENTS 'A', 'N' & 'N1' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES

SEE SHEET 4 FOR SCHEDULE OF REFERENCE MARKS.

<p>SURVEYOR Name: MATHEW JOHN HYNES Date: 1st DECEMBER 2023 Reference: 108-20 STAGE 12B MH</p>	<p>PLAN OF SUBDIVISION OF LOT 4738 D.P.1259891</p>	<p>LGA: THE HILLS SHIRE Locality: BOX HILL Reduction Ratio: 1: 400 Lengths are in metres</p>	<p>Registered D.P. 1259892</p>
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SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	
B	247°51'	5.33	RM SSM220957 FD	(D.P. 1260256)
B	297°42'	14.61	RM D.H.&W. FD	(D.P. 1260256)
C	220°19'	3.605	RM D.H.&W. FD	(D.P. 1260256)
D	18°29'	3.43	RM D.H.&W. FD	(D.P. 1260256)
E	3°52'	3.48	RM D.H.&W. FD	(D.P. 1264567)
E	71°35'	4.44	RM D.H.&W. FD	(D.P. 1264567)
F	307°52'	19.77	RM D.H.&W. FD	(D.P. 1264567)
L	296°00'30"	15.955	RM STAR PICKET FD (NOW GONE)	(D.P. 1238707)
M	212°40'05"	0.565	RM GIP FD	(D.P. 1232825)
N	134°38'45"	1.74	RM STAR PICKET FD	(D.P. 1238558)
O	193°02'15"	0.535	RM GIP FD	(D.P. 1232825)
P	137°17'40"	1.805	RM STAR PICKET FD	(D.P. 1238558)
Q	230°06'55"	0.535	RM GIP FD	(D.P. 1232825)
R	238°56'	0.56	RM GIP FD DISTB	(D.P. 1238707)
T	204°45'	8.515	RM STAR PICKET FD (NOW GONE)	(D.P. 1238707)
U	42°36'30"	19.44	RM STAR PICKET FD (NOW GONE)	(D.P. 1238707)
U	92°52'	19.59	RM STAR PICKET FD (NOW GONE)	(D.P. 1238707)
V	106°50'05"	0.39	RM GIP FD	(D.P. 1227339)
W	121°09'05"	0.42	RM GIP FD	(D.P. 1227339)
SD	266°57'	2	RM GIP FD	(D.P. 1242532)
12AD	234°47'	8.3	RM D.H.&W. FD	(D.P. 1259891)
12AD	220°38'	19.15	RM D.H.&W. FD	(D.P. 1259891)
12AE	190°31'30"	23.985	RM D.H.&W. FD	(D.P. 1259891)
12AE	169°38'30"	29.665	RM D.H.&W. FD	(D.P. 1259891)
12AF	117°24'	5.56	RM D.H.&W. FD	(D.P. 1259891)
12AF	272°42'	6.305	RM D.H.&W. FD	(D.P. 1259891)
12AG	108°04'	4.26	RM D.H.&W. FD	(D.P. 1259891)
12AG	80°17'	14.84	RM D.H.&W. FD	(D.P. 1259891)
12AH	180°49'	4.6	RM D.H.&W. FD	(D.P. 1259891)
12AH	171°00'	17.855	RM D.H.&W. FD	(D.P. 1259891)
12AI	137°45'	3.545	RM D.H.&W. FD	(D.P. 1259891)
12AI	121°14'	14.57	RM D.H.&W. FD	(D.P. 1259891)
12AJ	119°35'	3.345	RM D.H.&W. FD	(D.P. 1259891)
12AJ	110°01'	15.1	RM D.H.&W. FD	(D.P. 1259891)
12AK	108°50'	3.39	RM D.H.&W. FD	(D.P. 1259891)
12AK	119°08'	14.565	RM D.H.&W. FD	(D.P. 1259891)
12AL	201°16'	3.51	RM D.H.&W. FD	(D.P. 1259891)
12AL	206°43'	14.68	RM D.H.&W. FD	(D.P. 1259891)
12AM	260°26'	5.49	RM D.H.&W. FD	(D.P. 1259891)
12AM	223°14'	15.03	RM D.H.&W. FD	(D.P. 1259891)
12AN	221°28'	3.32	RM D.H.&W. FD	(D.P. 1259891)
12AN	208°07'	14.55	RM D.H.&W. FD	(D.P. 1259891)
12BA	38°33'	3.24	RM D.H.&W. PLACED	
12BA	36°28'	14.575	RM D.H.&W. PLACED	
12BB	116°53'	3.27	RM D.H.&W. PLACED	
12BB	123°15'	14.83	RM D.H.&W. PLACED	
12BC	125°11'	3.395	RM D.H.&W. PLACED	
12BC	118°41'	14.56	RM D.H.&W. PLACED	
12BD	118°56'	3.345	RM D.H.&W. PLACED	
12BD	118°18'	14.42	RM D.H.&W. PLACED	
12BE	201°05'	26.155	RM D.H.&W. PLACED	
12BE	179°10'	29.885	RM D.H.&W. PLACED	
12BF	214°56'	26.345	RM D.H.&W. PLACED	
12BF	238°34'	28.58	RM D.H.&W. PLACED	
12BG	297°18'	3.355	RM D.H.&W. PLACED	
12BG	297°20'	14.52	RM D.H.&W. PLACED	
12BH	299°06'	3.305	RM D.H.&W. PLACED	
12BH	292°03'	14.6	RM D.H.&W. PLACED	
12BI	230°59'	8.5	RM D.H.&W. PLACED	
12BI	269°59'	16.39	RM D.H.&W. PLACED	
12BJ	254°39'	4.15	RM D.H.&W. PLACED	
12BJ	264°40'	16.645	RM D.H.&W. PLACED	
12BK	349°25'	3.325	RM D.H.&W. PLACED	
12BK	353°05'	14.675	RM D.H.&W. PLACED	

'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 'K' - RESTRICTION ON THE USE OF LAND
 'L' - RESTRICTION ON THE USE OF LAND

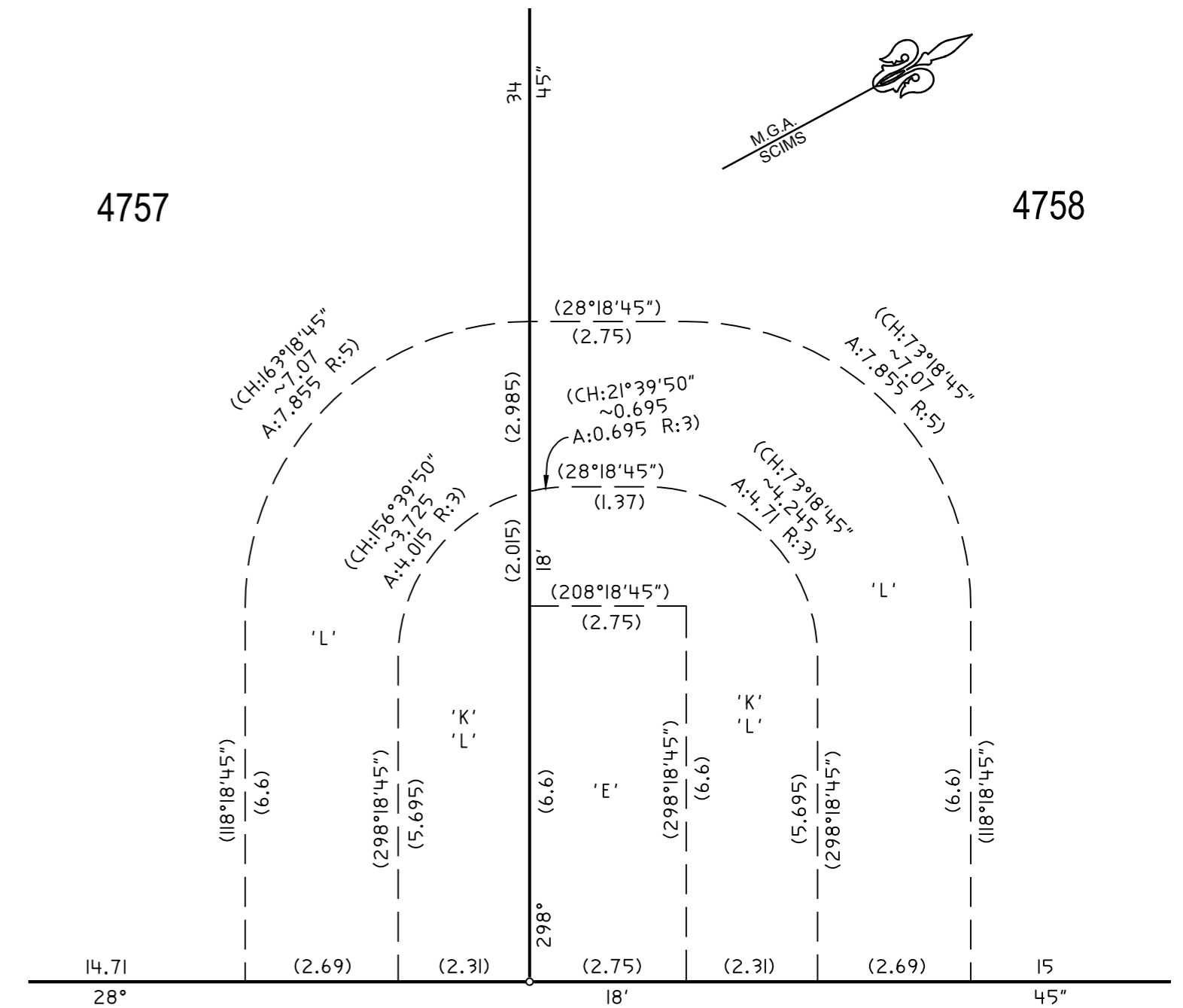
SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 69 HEIGHT DIFFERENCE SCHEDULE			
MARK		HEIGHT DIFFERENCE	METHOD
FROM	TO		
SSM12820	SSM17238	+1.47	DIFFERENTIAL
SSM17238	SSM221349	-15.301	GNSS HEIGHTING
SSM221349	SSM221350	-1.05	GNSS HEIGHTING
SSM221350	SSM221367	-6.19	GNSS HEIGHTING
SSM221367	SSM221368	-2.41	GNSS HEIGHTING
SSM221368	SSM221369	+5.18	GNSS HEIGHTING
SSM221369	SSM221370	+4.89	GNSS HEIGHTING
SSM221370	SSM12820	+13.441	GNSS HEIGHTING

HEIGHT DATUM: AHD71

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 71 HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM12820	61.081	LD	0.03	SCIMS ADOPTED	FOUND
SSM17238	62.551	LD	0.03	SCIMS VALIDATION	FOUND
SSM221349	47.25	B	-	-	PLACED
SSM221350	46.20	B	-	-	PLACED
SSM221367	40.01	B	-	-	PLACED
SSM221368	37.60	B	-	-	PLACED
SSM221369	42.78	B	-	-	PLACED
SSM221370	47.64	B	-	-	PLACED

DATE OF SCIMS AHD VALUES: 27 FEBRUARY 2023 HEIGHT DATUM: AHD71

DATUM LINE AND MGA TRAVERSE					
MARK		MGA GROUND BEARING	MGA GROUND DISTANCE	SURVEY BEARING	SURVEY DISTANCE
FROM	TO				
SSM12820 'A'	PM12098 'B'	201°59'28"	3172.741	201°59'28"	3172.726
SSM12820	PM66293	116°57'59"	1148.379	116°57'55"	1148.389
SSM12820	PM66295	113°43'43"	820.171	113°43'38"	820.190
PM66295	PM66294	106°46'04"	220.878	106°46'14"	220.868
PM66294	PM66293	154°16'11"	140.966	154°15'54"	140.955
PM66293	PM12098	222°24'36"	3279.192	222°24'36"	3279.200
PM12098	SSM17238	20°21'26"	2622.710	20°21'26"	2622.714
SSM17238	SSM12820	29°43'07"	556.147	29°43'06"	556.129
PM66293	SSM204893	234°26'22"	1050.576	234°26'19"	1050.602
SSM204893	SSM204016	281°26'13"	345.584	281°25'57"	345.584
SSM204016	SSM17238	349°39'36"	589.786	349°39'44"	589.830



GIMCRACK

(18 WIDE)

STREET

DIAGRAM SCALE 1:100

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM12098	303058.833	6273536.899	B	N/A	SCIMS	FOUND
PM66293	305270.558	6275958.188	B	N/A	SCIMS	FOUND
PM66294	305209.356	6276085.184	B	0.02	SCIMS	FOUND
PM66295	304997.857	6276148.909	B	N/A	SCIMS	FOUND
SSM12820	304246.978	6276478.970	B	N/A	SCIMS	FOUND
SSM17238	303971.255	6275995.945	B	0.02	SCIMS	FOUND
SSM204016	304077.122	6275415.703	D	N/A	SCIMS	FOUND
SSM204893	304415.863	6275347.174	B	0.02	SCIMS	FOUND
SSM221366	304851.204	6275555.801	D	N/A	CADASTRAL TRAVERSE	FOUND
SSM221349	304952.447	6275740.946	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221350	305034.488	6275702.575	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221367	304914.356	6275478.594	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221368	305006.292	6275450.837	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221369	304980.170	6275587.496	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM221370	305112.555	6275642.540	D	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 27 FEBRUARY 2023 MGA ZONE: 56 COMBINED SCALE FACTOR: 1.000059 MGA DATUM: GDA2020 MGA ZONE: 56

SURVEYOR
 Name: MATHEW JOHN HYNES
 Date: 1st DECEMBER 2023
 Reference: 108-20 STAGE 12B MH

PLAN OF
 SUBDIVISION OF LOT 4738 D.P.1259891

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1: N/A
 Lengths are in metres

Registered

D.P. 1259892

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only	Office Use Only
Registered:	
Title System:	
PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891	LGA: THE HILLS SHIRE Locality: BOX HILL Parish: NELSON County: CUMBERLAND
<p style="text-align: center;">Survey Certificate</p> <p>I, MATHEW JOHN HYNES of COLLIERS CED (PH:9869 1855) a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 1st December 2023</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "A" – "B" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature: Dated: 1st December 2023 Electronically signed by me – Mathew Hynes. Affixed by me on 01/12/2023</p> <p>Surveyor Identification No: 3761 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: Registration number: Consent Authority: THE HILLS SHIRE COUNCIL Date of endorsement: Subdivision Certificate number: 119/2024/SC – Stage 12B File number: 1839/2018/ZB STAGE 12B</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP10157, DP367230, DP39157, DP39159, DP535036, DP599307, DP1161158, DP1214870, DP1216742, DP1223853, DP1226133, DP1227339, DP1232825, DP1232831, DP1232832, DP1235598, DP1237810, DP1237811, DP1237813, DP1238558, DP1238707, DP1240387, DP1240388, DP1240572, DP1242532, DP1245072, DP1249525, DP1252688, DP1256790, DP1256791, DP1257412, DP1257413, DP1259256, DP1259257, DP1259258, DP1259259, DP1259260, DP1259261, DP1259414, DP1259468, DP1259467, DP1263566, DP1269631, DP1291091, DP1286727, DP1272760, DP1257039, DP1259888, DP1234966, DP1260256, DP1259891</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> 1. HEDGEWOOD DRIVE 9 WIDE 2. GIMCRACK STREET 18 WIDE 3. MEYDAN STREET 18 WIDE & VARIABLE <p>AS PUBLIC ROAD</p>
Surveyor's Reference: 108-20 STAGE 12B MH	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only	Office Use Only
Registered:	
PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891	
Subdivision Certificate number: 119/2024/SC – Stage 12B	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 <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

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

1. EASEMENT FOR MAINTENANCE, ACCESS AND OTHER PURPOSES 0.9 WIDE (N)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)
3. RESTRICTION ON THE USE OF LAND (K)
4. RESTRICTION ON THE USE OF LAND (L)
5. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A)
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT
8. EASEMENT FOR MAINTENANCE, ACCESS AND OTHER PURPOSES 0.9 WIDE (N1)
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891

Subdivision Certificate number: 119/2024/SC – Stage 12B

Date of Endorsement:

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- 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.

SCHEDULE OF LOTS AND ADDRESSES

Lot	Street No	Street Name	Street Type	Locality
4741	31	Yearling	Street	Box Hill
4742	29	Yearling	Street	Box Hill
4743	27	Yearling	Street	Box Hill
4744	25	Yearling	Street	Box Hill
4745	23	Yearling	Street	Box Hill
4746	21	Yearling	Street	Box Hill
4747	19	Yearling	Street	Box Hill
4748	17	Yearling	Street	Box Hill
4749	15	Yearling	Street	Box Hill
4750	13	Yearling	Street	Box Hill
4751	11	Yearling	Street	Box Hill
4752	9	Yearling	Street	Box Hill
4753	7	Yearling	Street	Box Hill
4754	5	Yearling	Street	Box Hill
4755	49-51	Hedgewood	Drive	Box Hill
4756	47	Hedgewood	Drive	Box Hill
4757	45	Hedgewood	Drive	Box Hill
4758	4	Gimcrack	Street	Box Hill
4759	6	Gimcrack	Street	Box Hill
4760	8	Gimcrack	Street	Box Hill
4761	10	Gimcrack	Street	Box Hill
4762	12	Gimcrack	Street	Box Hill
4763	14	Gimcrack	Street	Box Hill
4764	16	Gimcrack	Street	Box Hill
4765	18	Gimcrack	Street	Box Hill
4766	20	Gimcrack	Street	Box Hill
4767	22	Gimcrack	Street	Box Hill
4768	24	Gimcrack	Street	Box Hill
4769	26	Gimcrack	Street	Box Hill
4770	28	Gimcrack	Street	Box Hill

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891

Subdivision Certificate number: 119/2024/SC – Stage 12B

Date of Endorsement:

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SCHEDULE OF LOTS AND ADDRESSES

Lot	Street No	Street Name	Street Type	Locality
4771	30	Gimcrack	Street	Box Hill
4772	32	Gimcrack	Street	Box Hill
4773	34	Gimcrack	Street	Box Hill
4774	33	Gimcrack	Street	Box Hill
4775	31	Gimcrack	Street	Box Hill
4776	29	Gimcrack	Street	Box Hill
4777	27	Gimcrack	Street	Box Hill
4778	25	Gimcrack	Street	Box Hill
4779	23	Gimcrack	Street	Box Hill
4780	21	Gimcrack	Street	Box Hill
4781	19	Gimcrack	Street	Box Hill
4782	17	Gimcrack	Street	Box Hill
4783	15	Gimcrack	Street	Box Hill
4784	13	Gimcrack	Street	Box Hill
4785	11	Gimcrack	Street	Box Hill
4786	9	Gimcrack	Street	Box Hill
4787	7	Gimcrack	Street	Box Hill
4788	5	Gimcrack	Street	Box Hill
4789	43	Hedgewood	Drive	Box Hill
4790	41	Hedgewood	Drive	Box Hill
4791	39	Hedgewood	Drive	Box Hill
4792	37	Hedgewood	Drive	Box Hill
4793	33-35	Hedgewood	Drive	Box Hill
4794	59	Meydan	Street	Box Hill
4795	57	Meydan	Street	Box Hill
4796	55	Meydan	Street	Box Hill
4797	53	Meydan	Street	Box Hill
4798	51	Meydan	Street	Box Hill

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891

Subdivision Certificate number: 119/2024/SC – Stage 12B

Date of Endorsement:

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SCHEDULE OF LOTS AND ADDRESSES

Lot	Street No	Street Name	Street Type	Locality
4799	49	Meydan	Street	Box Hill
4800	47	Meydan	Street	Box Hill
4801	45	Meydan	Street	Box Hill
4802	43	Meydan	Street	Box Hill
4803	41	Meydan	Street	Box Hill
4804	39	Meydan	Street	Box Hill
4805	37	Meydan	Street	Box Hill
4806	35	Meydan	Street	Box Hill
4807	33	Meydan	Street	Box Hill
4808	31	Meydan	Street	Box Hill
4809	N/A	Yearling	Street	Box Hill

N/A DENOTES STREET ADDRESS NOT AVAILABLE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891

Subdivision Certificate number: 119/2024/SC – Stage 12B

Date of Endorsement:

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

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

SIGNATURES:

Executed by DH Box Hill Pty. Ltd. (ACN 625 555 553) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:

.....
Signature

.....
Signature

.....
Name (Block Letters)

.....
Name (Block Letters)

.....
Office Held

.....
Office Held

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891

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

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

Subdivision Certificate number: 119/2024/SC – Stage 12B

Date of Endorsement:

SIGNATURES:

Executed by Sumitomo Mitsui Banking Corporation (ARBN 114 053 459) by its duly appointed attorney:

Signature of attorney:

Name and position of attorney:

Power of attorney: Book No

Signature of witness:

Name of witness:

Address of witness:

.....

.....

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 4738 IN DP1259891

Subdivision Certificate number: 119/2024/SC – Stage 12B

Date of Endorsement:

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

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

SIGNATURES:

Executed by Jundu Pty Limited (ACN 055 425 780) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:

RICHARD BARNEY ARTHUR SCHEINBERG
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN
DIRECTOR

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by authority of its directors in accordance with Section 127 of the Corporations Act 2001 :

RICHARD BARNEY ARTHUR SCHEINBERG
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN
DIRECTOR

If space is insufficient use additional annexure sheet

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 1 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in
DP1259891 covered by Subdivision
Certificate No.

Dated.....

**Full name & address
of Proprietor(s) of the Land:**

MOGUL STUD PTY LIMITED
Suite 6, 131 Macquarie Street
SYDNEY NSW 2000

JUNDU PTY LIMITED
Suite 6, 131 Macquarie Street
SYDNEY NSW 2000

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 Maintenance, Access and Other Purposes 0.9 wide (N)	4742 4743 4744 4745 4746 4748 4749 4750 4751 4752 4754 4755 4760	4741 4742 4743 4744 4745 4747 4748 4749 4750 4751 4753 4754 4761

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 2 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in
DP1259891 covered by Subdivision
Certificate No.

Dated.....

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 (cont.)	Easement for Maintenance, Access and Other Purposes 0.9 wide (N)	4762 4763 4764 4765 4766 4768 4769 4770 4771 4771 4772 4772 4775 4776 4777 4778 4779 4781 4782 4783 4784	4763 4764 4765 4766 4767 4769 4770 4771 4772 4773 4774 4775 4776 4776 4777 4778 4778 4780 4781 4782 4783

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 3 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in
DP1259891 covered by Subdivision
Certificate No.

Dated.....

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 (cont.)	Easement for Maintenance, Access and Other Purposes 0.9 wide (N)	4785	4784
		4787	4786
		4789	4788
		4791	4790
		4792	4791
		4793	4792
		4795	4796
		4797	4798
		4798	4799
		4799	4800
		4800	4801
		4801	4802
		4803	4804
		4804	4805
		4805	4806
		4806	4807
4807	4808		

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 4 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in
DP1259891 covered by Subdivision
Certificate No.

Dated.....

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:
2	Easement for Padmount Substation 2.75 wide (E)	4758	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (K)	Part Lot 4757 Part Lot 4758 As designated (K)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Restriction on the Use of Land (L)	Part Lot 4757 Part Lot 4758 As designated (L)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Easement for Drainage of Water 1.5 wide (A)	4768 4769 4770 4771 4772 4780 4781	4769 – 4773 4770 – 4773 4771 – 4773 4772 & 4773 4773 4779 4779 & 4780

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 5 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in
DP1259891 covered by Subdivision
Certificate No.

Dated.....

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:
5 (cont.)	Easement for Drainage of Water 1.5 wide (A)	4782 4783 4784 4785 4786 4787 4788 4791 4792 4793	4779 – 4781 4779 – 4782 4779 – 4783 4779 – 4784 4779 – 4785 4779 – 4786 4779 – 4787 4779 – 4788 4779 – 4788 4779 – 4788
6	Restriction on the Use of Land	Lots 4741 to 4808 inclusive	The Hills Shire Council
7	Positive Covenant	Lots 4741 to 4808 inclusive	The Hills Shire council
8	Easement for Maintenance, Access and Other Purposes 0.9 wide (N1)	4793	4794
9	Restriction on the Use of Land	Lots 4741 to 4808 inclusive	Every other lot except lot 4809

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 6 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in
DP1259891 covered by Subdivision
Certificate No.

Dated.....

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:
10	Restriction on the Use of Land	Lots 4741 to 4808 inclusive	2118/1226135
11	Restriction on the Use of Land	Lots 4741 to 4808 inclusive	2118/1226135

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 & 8 in the plan.

Terms of Easement for repairs as per Part 5 Schedule 8 of the Conveyancing Act 1919 as amended together with the following additions:

1. The grant of this easement is made subject to the existence of, and the right of the owner of the lot burdened to construct, eaves and guttering from the structure on the lot burdened, that overhang the site of the easement.
2. The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate at the entrance to the site of the easement from the front of the building structure on the lot burdened.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 1 & 8 in the plan.

The Owners of the Lots Benefitted.

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

The terms set out in Section 1 of Memorandum **No. AR578978** are incorporated into this document.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Epsilon Distribution Ministerial Holding Corporation

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 7 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

3. Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

The terms set out in Section 8 of Memorandum No. AR578978 are incorporated into this document.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Epsilon Distribution Ministerial Holding Corporation

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

The terms set out in Section 9 of Memorandum No. AR578978 are incorporated into this document.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Epsilon Distribution Ministerial Holding Corporation

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

Terms of Easement for Drainage of Water as per Part 8 Schedule 8 of the Conveyancing Act 1919 as amended.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

The Owner(s) of the Lots Benefitted.

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

No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3000 litres in accordance with the requirements of The Hills Shire Council.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

The Hills Shire Council

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

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietors the whole of their lot as an asset protection zone, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 8 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

The Hills Shire Council

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

1) No building shall be erected or be erected to remain erected on the lot burdened other than one having external walls of brick, stone, concrete, glass, timber, fibre cement, Simulated Rendered Masonry or any combination thereof provided that:

(a) The proportion of brick, stone, concrete and Simulated Rendered Masonry shall not be less than:

- (i) 75% of the total area of the external walls in the case of a single storey building, or
- (ii) 60% of the total area of the external walls in the case of a two storey building.

For the purpose of this restriction "Simulated Rendered Masonry" means any painted panel where the joints are hidden when prepared and painted to give the appearance of rendered masonry.

2) No Building shall be erected or be permitted to remain erected on the lot burdened unless the plans of the building to be erected on the said lot were approved in writing by Jundu Pty Limited (hereinafter referred to in these Restrictions as to User as "the Developer") prior to lodgement of the same with The Hills Shire Council or any other appropriate consent authority.

3) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of corrugated metal unless:

- (a) The roof is coloured with a pre-coated material using a process that is either the same or similar to the process known as *Colorbonding* and
- (b) It is passive in tone and earthy in colour and
- (c) Is non-reflective and
- (d) The prior approval in writing as to the colour has been obtained from the Developer

4) No building shall be erected or be permitted to remain erected on the lot burdened having a roof of fibre cement, asbestos cement, fibreglass or any other material of a similar nature.

5) No building erected on the lot burdened shall be permitted to be used or occupied as a private dwelling **unless** that building has a "building frontage" of at least 75% of the lot width measured at the building line.

For the purposes of this restriction "building frontage" is to be measured from the external faces of the external walls of the dwelling and shall include any garage contained within the main dwelling **BUT** it shall not include any other covered area that is not enclosed by walls such as, without limitation, any patio, porch, verandah and/or terrace.

6) If the lot burdened has a frontage of 12.5 metres or greater to any public road, then no main dwelling will be erected or allowed to remain on the lot burdened unless: -

- a) it has a garage with a floor area of at least 29 square metres, and
- b) a garage door opening of at least 4.4 metres in width.

7) If the lot burdened has a frontage to a public road that is less than 12.5 metres, then no main dwelling will be erected or allowed to remain on the lot burdened unless it has a garage or carport with a floor area of at least 15 square metres.

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 9 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

- 8) Vehicles exceeding 3 tonnes shall not be garaged, housed, parked, maintained, worked on, serviced or be permitted to remain on the lot burdened except where used for delivery of goods and/or for the construction, maintenance and/or the alteration of any building erected or being erected on the lot burdened.
- 9) No dividing fence shall be erected or be permitted to remain on the lot burdened unless: -
- a) it has a minimum height of 1.8 metres, and
 - b) it is constructed of dark stained treated pine, and
 - c) it is a lapped and capped fence.
- 10) No fence shall be erected on the lot burdened that is closer to the street than the external wall of the main building erected on the lot burdened that faces the street. If the lot burdened is a corner lot, this restriction shall apply to both street frontages.
- 11) No fence or wall shall be erected on the lot burdened to divide it from any adjoining land owned by the Developer without the consent of the Developer, which consent may be given or withheld by the Developer in its absolute and unfettered discretion, but such consent shall be deemed to have been given in respect of any fence or dividing wall that is erected without expense to the Developer.
- 12) Whilst the Developer is the owner of the adjoining land to the burdened lot, the Developer shall not be required to contribute to any common boundary fencing or wall.
- 13) No building shall be erected or be permitted to remain erected on the lot burdened unless:
- a) A concrete or paved driveway from the front boundary of the lot burdened to the garage of the main building erected on the lot burdened, and
 - b) A concrete or paved pedestrian access from the front boundary of the lot burdened to the front door of the main building erected on the lot burdened, which pedestrian access may, in part, be over the paved driveway, and
 - c) landscaping to the whole of the unpaved area between the main building erected of the lot burdened and any street to which it has frontage is completed within 12 months of the practical completion of the main building erected on the lot burdened. Landscaping may include turf, but it must contain at least 5 square metres of decorative garden.
- 14) No outbuildings, tents, garages or caravans shall be erected, brought onto, be placed on or be permitted to remain on the lot burdened prior to the commencement of construction of a dwelling thereon.
- 15) No factory manufactured homes, mobile homes, demountable homes or other dwellings manufactured or previously situated off the lot burdened shall be brought onto, be placed on or be permitted to remain on the lot burdened.
- 16) No temporary or permanent driveway strips of any type constructed of any material whatsoever shall be constructed on the lot burdened unless the said strips are a minimum of 3 metres wide.
- 17) No boats, trucks, caravans, motor homes or trailers shall be placed, parked or be permitted to remain on the lot burdened in any position where they can be seen from any public place or street.

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 10 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

- 18) No dwelling shall be erected or be permitted to, remain on the lot, burdened with eaves and gutters less than 450 millimetres in width without the prior approval in writing having been obtained from the Developer which approval may be given or withheld by the Developer in its absolute and unfettered discretion.
- 19) No building shall be erected or be permitted to remain erected on the lot burdened if it, or any part of it, is used for any other purpose other than as a residential dwelling.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

DH Box Hill Pty Limited whilst ever it is mortgagee of a lot in the Plan and thereafter by the registered proprietors of the lots having the benefit of abovementioned restrictions

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

- 1. No Exhibition Home shall be erected or be permitted to remain erected on the lot burdened. In this restriction, an Exhibition Home means a dwelling built for the purposes of the public exhibition and marketing of new dwellings, whether or not it is intended to be sold as a private dwelling after its use for those purposes is completed and includes any associated sales or home finance office or place used for displays.
- 2. This restriction shall cease to have effect if Homeworld Box Hill Pty. Limited becomes an externally administered body corporate (as that term is defined in section 9 of the Corporations Act 2001(Cwth) except where the purpose of the external administration is for reconstruction or amalgamation.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

The Owner(s) of the Lot Benefitted

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 11 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

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

1. No building shall be erected or be permitted to remain erected on the lot burdened that is part of an Exhibition Village. In this restriction:
 - a. an Exhibition Village means 2 or more Exhibition Homes and any associated buildings and places used for house and land sales, site offices, advisory services, car parking, food and drink sales and other associated purposes, and
 - b. an Exhibition Home means a dwelling built for the purposes of the public exhibition and marketing of new dwellings, whether or not it is intended to be sold as a private dwelling after its use for those purposes is completed and includes any associated sales or home finance office or place used for displays
2. This restriction shall cease to have effect if Homeworld Box Hill Pty. Limited becomes an externally administered body corporate (as that term is defined in section 9 of the Corporations Act 2001(Cwth) except where the purpose of the external administration is for reconstruction or amalgamation.
- 3.

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

The Owner(s) of the Lot Benefitted

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 12 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

SIGNATURES:

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

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

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:

.....

.....

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

Power of attorney:

Book No.....

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

Endeavour Energy reference:

Date of signature:

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 13 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

SIGNATURES:

Executed by Sumitomo Mitsui Banking Corporation (ARBN 114 053 459) by its duly appointed attorney:

Signature of attorney:

Name and position of attorney:

Power of attorney: Book No

Signature of witness:

Name of witness:

Address of witness:

.....
.....
.....

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 14 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

SIGNATURES:

Executed by DH Box Hill Pty. Ltd. (ACN 625 555 553) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:

.....
Signature

.....
Signature

.....
Name (Block Letters)

.....
Name (Block Letters)

.....
Office Held

.....
Office Held

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 15 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

SIGNATURES:

Executed by Jundu Pty Limited (ACN 055 425 780) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:

RICHARD BARNEY ARTHUR SCHEINBERG
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN
DIRECTOR

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by authority of its directors in accordance with Section 127 of the Corporations Act 2001 :

RICHARD BARNEY ARTHUR SCHEINBERG
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN
DIRECTOR

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 16 of 16 Sheets)

Plan: **DP1259892**

Plan of Subdivision of Lot 4738 in DP1259891 covered by Subdivision Certificate No.

Dated.....

SIGNATURES:

Executed on behalf of **THE HILLS SHIRE COUNCIL** by its authorised delegate pursuant to s.377 *Local Government Act 1993*

Signature of Authorised Delegate

Name of Authorised Delegate (Please Print):.....

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

.....
Signature of Witness

.....
Name of Witness (IN BLOCK LETTERS)

.....
Address of Witness

APPROVED BY THE HILLS SHIRE COUNCIL

.....
Authorised Officer



FOLIO: 4738/1259891

SEARCH DATE	TIME	EDITION NO	DATE
30/10/2025	2:13 PM	1	14/7/2025

LAND

LOT 4738 IN DEPOSITED PLAN 1259891
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1259891

FIRST SCHEDULE

MOGUL STUD PTY LIMITED

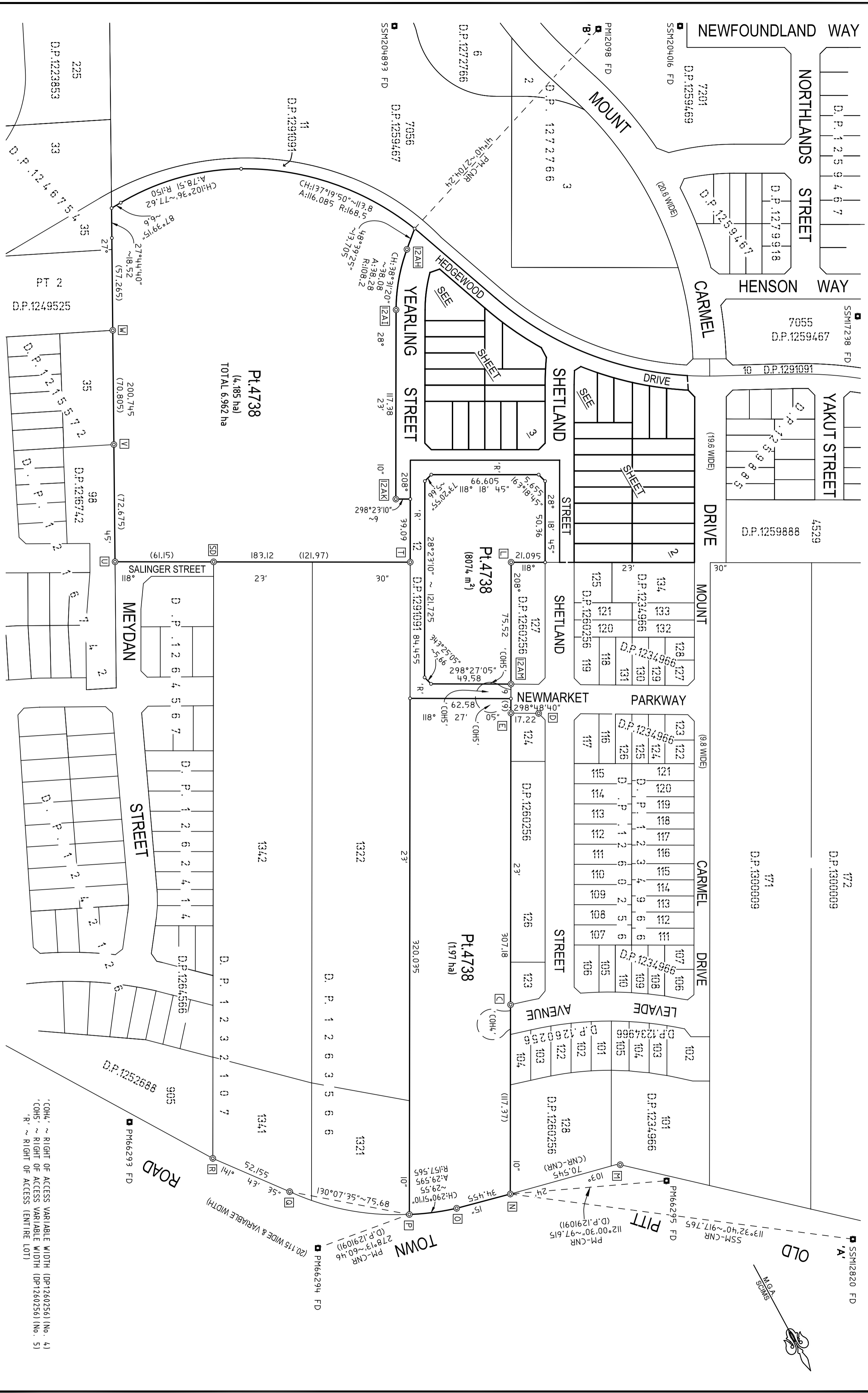
SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AP277256 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 3 AP277257 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 DP1259467 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 5 DP1291091 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1260256 RIGHT OF ACCESS VARIABLE WIDTH REFERRED TO AND NUMBERED (4) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1260256 RIGHT OF ACCESS VARIABLE WIDTH REFERRED TO AND NUMBERED (5) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AT610375 MORTGAGE TO SUMITOMO MITSUI BANKING CORPORATION
AT619166 POSTPONEMENT OF MORTGAGE. THE ORDER OF REGISTRATION OF THIS MORTGAGE HAS CHANGED
- 9 AN460767 MORTGAGE TO DH BOX HILL PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1259892 PP DP1259893 PP DP1259894.

*** END OF SEARCH ***



SEE SHEET 4 FOR:
 - SCHEDULE OF REFERENCE MARKS
 - COORDINATE SCHEDULE
 - MGA TRAVERSE
 - HEIGHT SCHEDULE
 - HEIGHT DIFFERENCE SCHEDULE

SURVEYOR
 Name: MATHEW JOHN HYNES
 Date: 1st DECEMBER 2023
 Reference: 108-20 STAGE 12A MH
 Exemption Policy 4

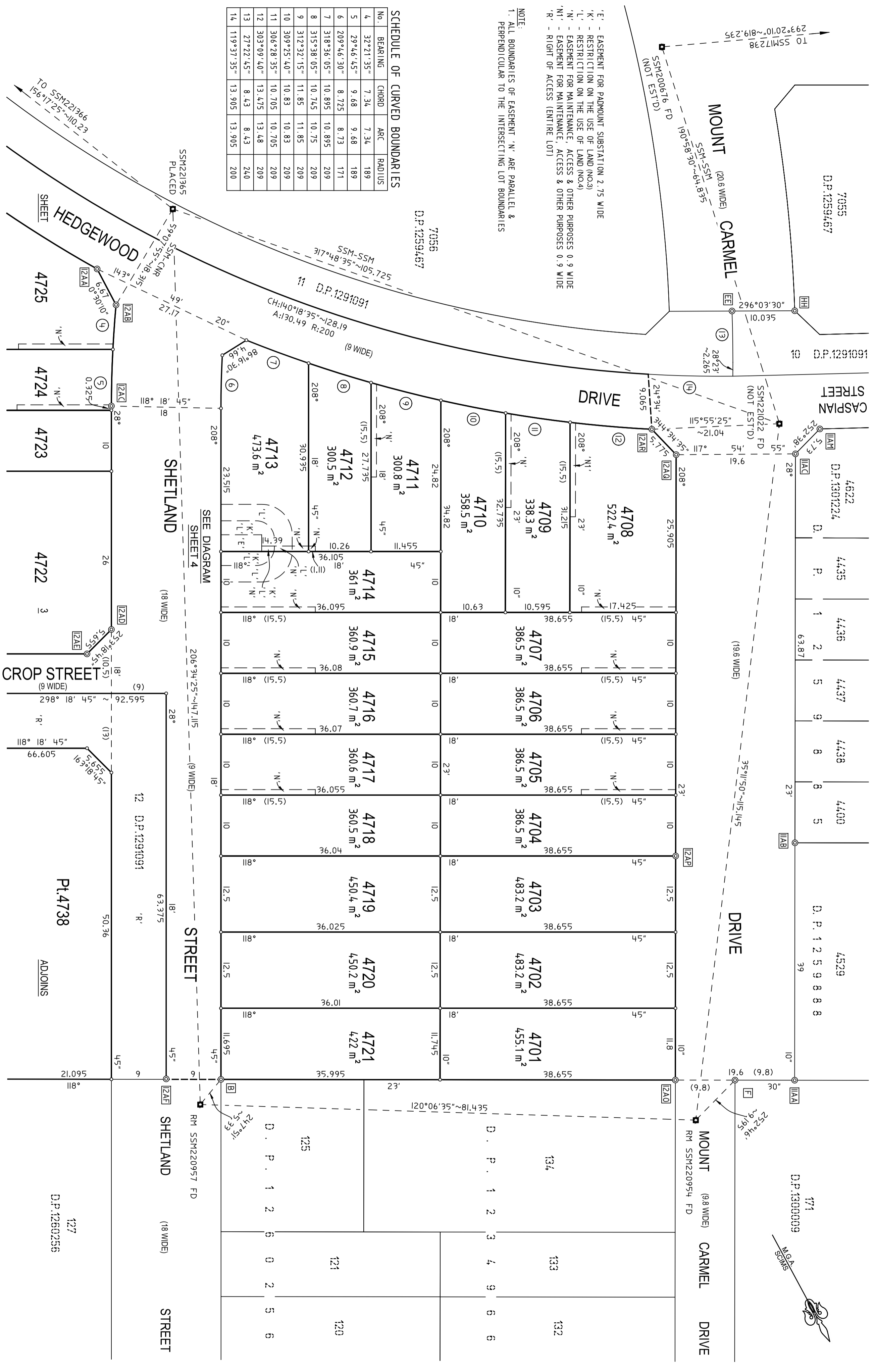
PLAN OF
 SUBDIVISION OF LOT 4508 D.P. 1259888 AND
 EASEMENT WITHIN LOT 12 D.P. 1291091

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1: 1500
 Lengths are in metres

Registered
 14/07/2025

DP1259891

COHL ~ RIGHT OF ACCESS VARIABLE WIDTH (DP1260256) (No. 4)
 COHS ~ RIGHT OF ACCESS VARIABLE WIDTH (DP1260256) (No. 5)
 R ~ RIGHT OF ACCESS (ENTIRE LOT)



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
4	32°21'35"	7.34	7.34	189
5	29°46'45"	9.68	9.68	189
6	20°46'30"	8.725	8.73	171
7	318°36'05"	10.895	10.895	209
8	315°38'05"	10.745	10.75	209
9	312°32'15"	11.85	11.85	209
10	309°25'40"	10.83	10.83	209
11	306°28'35"	10.705	10.705	209
12	303°09'40"	13.475	13.48	209
13	27°22'45"	8.43	8.43	240
14	119°37'35"	13.905	13.905	200

SEE SHEET 4 FOR:
 - SCHEDULE OF REFERENCE MARKS
 - COORDINATE SCHEDULE
 - MGA TRAVERSE
 - HEIGHT SCHEDULE
 - HEIGHT DIFFERENCE SCHEDULE

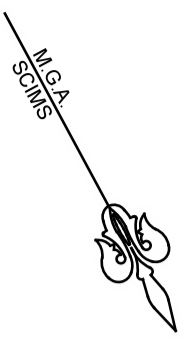
SURVEYOR
 Name: MATHEW JOHN HYNES
 Date: 1st DECEMBER 2023
 Reference: 108-20 STAGE 12A MH
 Exemption Policy 4

PLAN OF SUBDIVISION OF LOT 4508 D.P. 1259888 AND EASEMENT WITHIN LOT 12 D.P. 1291091

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1: 400
 Lengths are in metres

Registered
 14/07/2025

DP1259891



D.P. 1272766
3

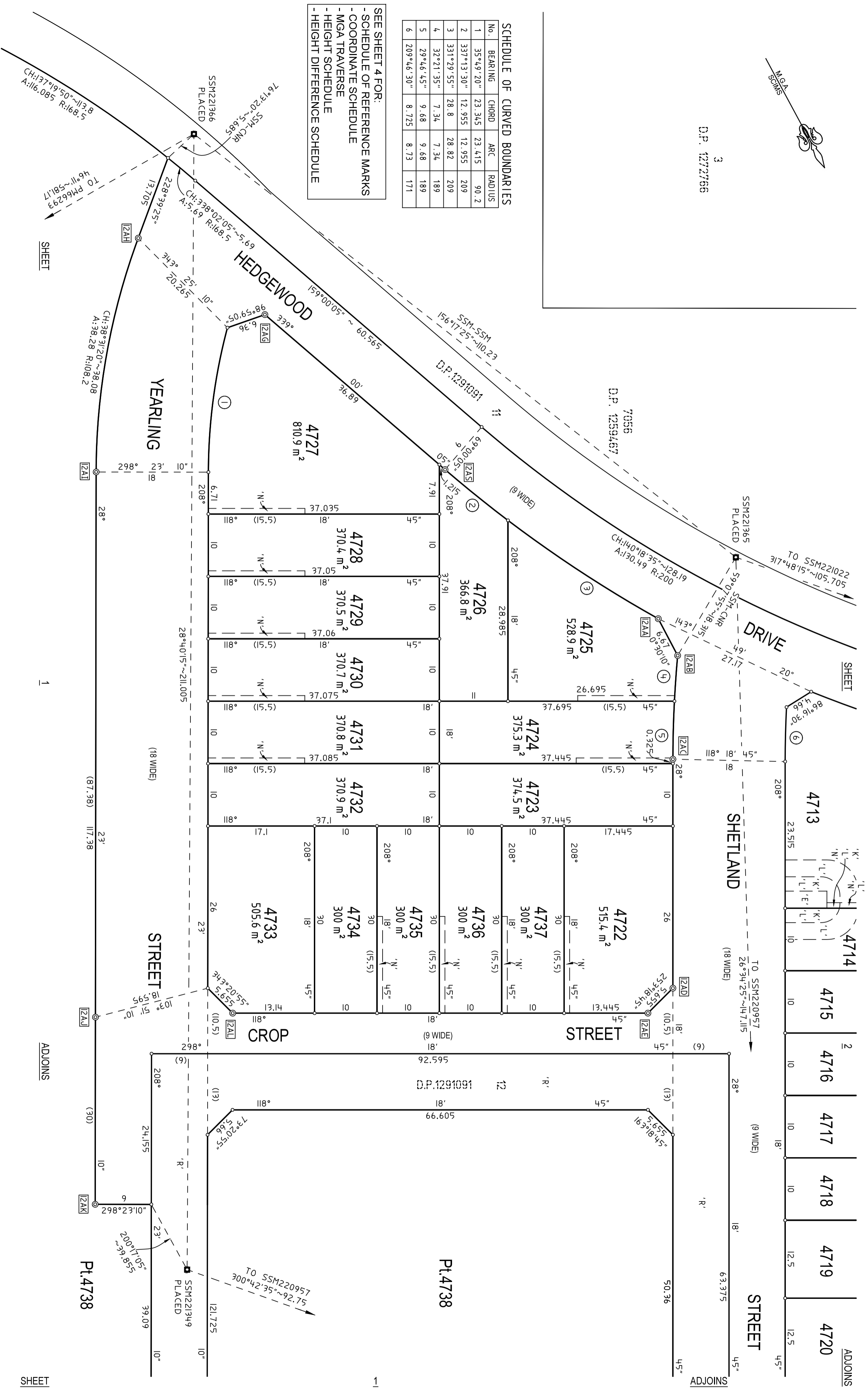
SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	35°49'20"	23.345	23.415	90.2
2	337°13'30"	12.955	12.955	209
3	331°29'55"	28.8	28.82	209
4	32°21'35"	7.34	7.34	189
5	29°46'45"	9.68	9.68	189
6	209°46'30"	8.725	8.73	171

SEE SHEET 4 FOR:
 - SCHEDULE OF REFERENCE MARKS
 - COORDINATE SCHEDULE
 - MGA TRAVERSE
 - HEIGHT SCHEDULE
 - HEIGHT DIFFERENCE SCHEDULE

'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 'K' - RESTRICTION ON THE USE OF LAND (NO.3)
 'L' - RESTRICTION ON THE USE OF LAND (NO.4)
 'N' - EASEMENT FOR MAINTENANCE, ACCESS & OTHER PURPOSES 0.9 WIDE
 'R' - RIGHT OF ACCESS (ENTIRE LOT)

NOTE:
 1. ALL BOUNDARIES OF EASEMENT 'N' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES



SURVEYOR
 Name: MATHEW JOHN HYNES
 Date: 1st DECEMBER 2023
 Reference: 108-20 STAGE 12A MH Exemption Policy 4

PLAN OF
 SUBDIVISION OF LOT 4508 D.P. 1259888 AND
 EASEMENT WITHIN LOT 12 D.P. 1291091

LGA: THE HILLS SHIRE
 Locality: BOX HILL
 Reduction Ratio: 1: 400
 Lengths are in metres

Registered
 14/07/2025

DP1259891

SCHEDULE OF REFERENCE MARKS

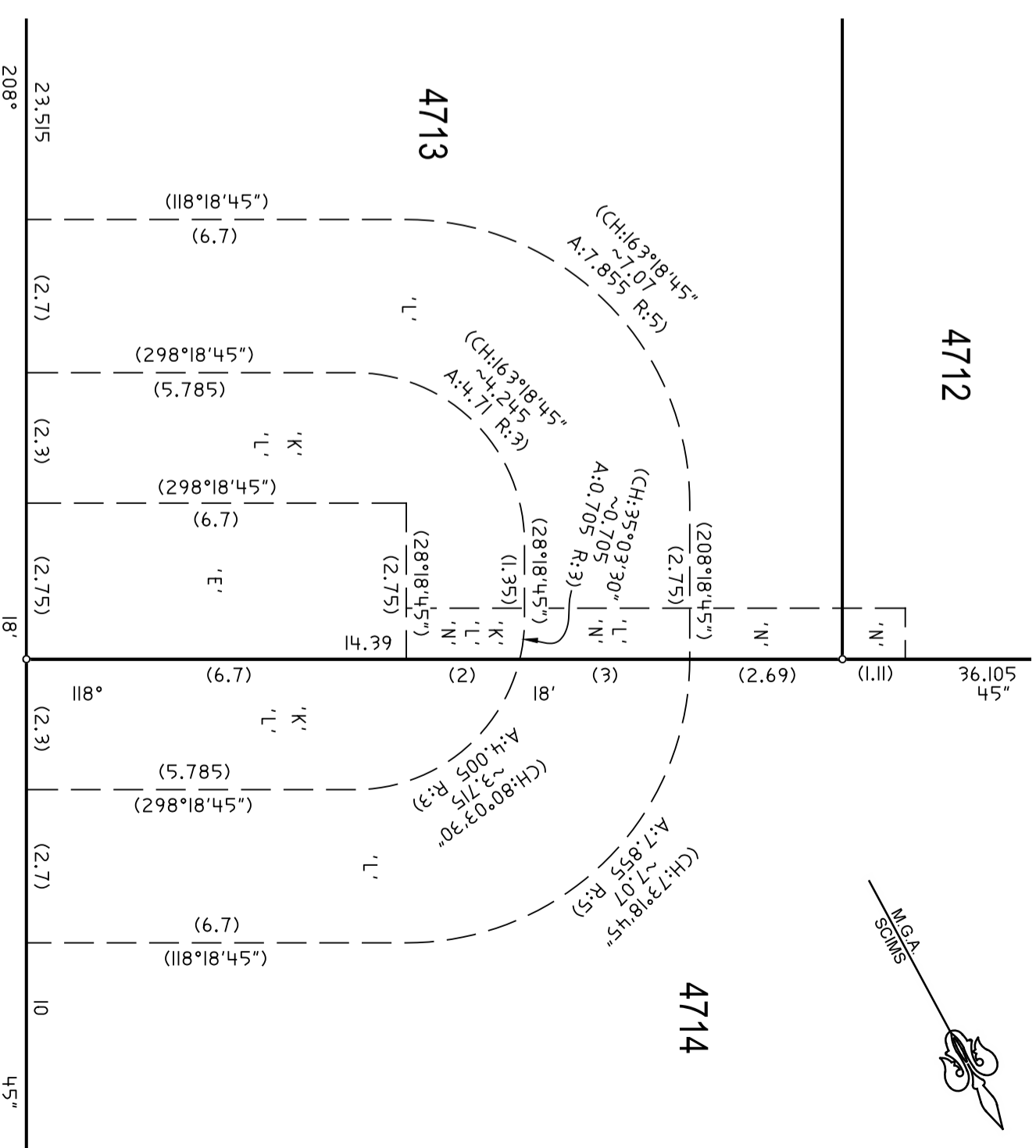
No.	BEARING	DISTANCE	DESCRIPTION
B	247°51'	5.33	RM SSM20957 FD (D.P. 1260256)
B	297°42'	14.61	RM D.H.&W. FD (D.P. 1260256)
C	220°19'	3.605	RM D.H.&W. FD (D.P. 1260256)
D	18°29'	3.43	RM D.H.&W. FD (D.P. 1260256)
E		3.4	RM D.H.&W. GONE (D.P. 1260256)
E		14.53	RM D.H.&W. GONE (D.P. 1260256)
F	287°05'	6.535	RM D.H.&W. FD (D.P. 1234966)
F	252°46'	9.195	RM SSM20954 (D.P. 1234966)
L	296°00'30"	15.955	RM STAR PICKET FD (D.P. 1238707)
M	212°40'05"	0.565	RM STAR PICKET FD (D.P. 1232825)
N	134°38'45"	1.74	RM STAR PICKET FD (D.P. 1238558)
O	193°02'15"	0.535	RM GIP FD (D.P. 1232825)
P	137°17'40"	1.805	RM STAR PICKET FD (D.P. 1238558)
Q	230°06'55"	0.535	RM GIP FD (D.P. 1232825)
R	238°56'	0.56	RM GIP FD (D.P. 1238707)
T	204°45'	8.515	RM STAR PICKET FD (D.P. 1238707)
U	42°36'30"	19.44	RM STAR PICKET FD (D.P. 1238707)
U	92°52'	19.59	RM STAR PICKET FD (D.P. 1238707)
V	106°50'05"	0.39	RM GIP FD (D.P. 1227339)
W	121°09'05"	0.42	RM GIP FD (D.P. 1227339)
EE	89°36'30"	8.15	RM GIP FD (D.P. 1291091)
HH	349°07'40"	4.99	RM GIP FD (D.P. 1259467)
SD	266°57'	2	RM GIP FD (D.P. 1245532)
11AA	321°43'	17.63	RM D.H.&W. FD (D.P. 1259885)
11AA	297°35'	16.205	RM D.H.&W. FD (D.P. 1259885)
11AB	301°28'	4.39	RM D.H.&W. FD (D.P. 1259885)
11AB	302°17'	16.20	RM D.H.&W. FD (D.P. 1259885)
11AC	286°54'	4.395	RM D.H.&W. FD (D.P. 1259885)
11AC	291°55'	16.25	RM D.H.&W. FD (D.P. 1259885)
11AM	6°56'	3.38	RM D.H.&W. FD (D.P. 1259885)
11AM	24°55'	14.64	RM D.H.&W. FD (D.P. 1259885)
12AA	67°13'	3.42	RM D.H.&W. PLACED
12AA	55°14'	14.575	RM D.H.&W. PLACED
12AB	169°23'	4.91	RM D.H.&W. PLACED
12AB	150°26'	16.615	RM D.H.&W. PLACED
12AC	119°04'	3.335	RM D.H.&W. PLACED
12AC	118°18'	14.52	RM D.H.&W. PLACED
12AD	234°47'	8.3	RM D.H.&W. PLACED
12AD	220°38'	19.15	RM D.H.&W. PLACED
12AE	190°31'30"	23.985	RM D.H.&W. PLACED
12AE	169°36'30"	29.665	RM D.H.&W. PLACED
12AF	117°24'	5.56	RM D.H.&W. PLACED
12AF	272°42'	6.305	RM D.H.&W. PLACED
12AG	108°04'	4.26	RM D.H.&W. PLACED
12AG	80°17'	14.84	RM D.H.&W. PLACED
12AH	180°49'	4.6	RM D.H.&W. PLACED
12AH	171°00'	17.855	RM D.H.&W. PLACED
12AJ	137°45'	3.545	RM D.H.&W. PLACED
12AJ	121°14'	14.57	RM D.H.&W. PLACED
12AJ	119°35'	3.345	RM D.H.&W. PLACED
12AJ	110°01'	15.1	RM D.H.&W. PLACED
12AK	108°50'	3.39	RM D.H.&W. PLACED
12AK	119°08'	14.565	RM D.H.&W. PLACED
12AL	201°16'	3.51	RM D.H.&W. PLACED
12AL	206°43'	14.68	RM D.H.&W. PLACED
12AM	260°26'	5.49	RM D.H.&W. PLACED
12AM	223°14'	15.03	RM D.H.&W. PLACED
12AO	122°11'	3.395	RM D.H.&W. FD (ADD REF. BY ME) (D.P. 1259885)
12AP	74°25'	4.765	RM D.H.&W. FD (ADD REF. BY ME) (D.P. 1259885)
12AQ	144°06'	3.82	RM D.H.&W. FD (ADD REF. BY ME) (D.P. 1259885)
12AR	115°54'	21.03	RM SSM21022 PLACED
12AS	49°15'	3.51	RM D.H.&W. PLACED
12AS	63°58'	14.61	RM D.H.&W. PLACED

'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'K' - RESTRICTION ON THE USE OF LAND (NO.3)
'L' - RESTRICTION ON THE USE OF LAND (NO.4)
'N' - EASEMENT FOR MAINTENANCE, ACCESS & OTHER PURPOSES 0.9 WIDE

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 69			
HEIGHT DIFFERENCE SCHEDULE			
MARK	TO	HEIGHT DIFFERENCE	METHOD
SSM12820	SSM17238	+1.47	DIFFERENTIAL
SSM17238	SSM21365	-21.671	GNSS HEIGHTING
SSM21365	SSM21366	+0.15	GNSS HEIGHTING
SSM21366	SSM21349	-6.22	GNSS HEIGHTING
SSM21349	SSM12820	+13.831	GNSS HEIGHTING

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 71			
HEIGHT SCHEDULE			
MARK	AHD VALUE	CLASS	PU
SSM12820	61.081	LB	0.03
SSM17238	62.551	LB	0.03
SSM21349	47.25	B	-
SSM21365	40.88	B	-
SSM21366	41.03	B	-

DATUM LINE AND MGA TRAVERSE					
FROM MARK	TO MARK	MGA GROUND DISTANCE	MGA GROUND BEARING	SURVEY BEARING	SURVEY DISTANCE
SSM12820 'A'	PM12098 'B'	201°59'28"	3172.736	201°59'28"	3172.726
SSM12820	PM66293	116°57'55"	1148.384	116°57'55"	1148.389
SSM12820	PM66295	113°43'43"	820.176	113°43'38"	820.190
PM66295	PM66294	106°46'17"	220.887	106°46'14"	220.888
PM66294	PM66293	154°15'39"	140.960	154°15'54"	140.955
PM66293	PM12098	222°24'36"	3279.206	222°24'36"	3279.200
PM12098	SSM17238	20°21'25"	2622.707	20°21'26"	2622.714
SSM17238	SSM204893	29°43'10"	1050.600	29°43'06"	1050.602
SSM204893	SSM204016	234°26'21"	345.583	234°26'19"	345.584
SSM204016	SSM17238	349°39'36"	589.789	349°39'44"	589.830



SHELTLAND (18 WIDE)

STREET

DIAGRAM SCALE 1:100

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70							
COORDINATE SCHEDULE							
MARK	MGA COORDINATES			CLASS	PU	METHOD	STATE
	EASTING	NORTHING					
PM12098	303058.843	6273536.901		B	N/A	SCIMS	FOUND
PM66293	305270.576	6275958.203		B	N/A	SCIMS	FOUND
PM66294	305209.357	6276085.184		B	0.02	SCIMS	FOUND
PM66295	304997.873	6276148.920		B	N/A	SCIMS	FOUND
SSM12820	304246.982	6276478.969		B	N/A	SCIMS	FOUND
SSM17238	303971.254	6275995.948		B	0.02	SCIMS	FOUND
SSM204016	304077.122	6275415.703		D	N/A	SCIMS	FOUND
SSM20954	304415.863	6275347.174		D	N/A	SCIMS	FOUND
SSM20957	304723.532	6275671.416		D	N/A	CADASTRAL TRAVERSE	FOUND
SSM20954	304802.25	6275829.17		D	N/A	CADASTRAL TRAVERSE	FOUND
SSM21022	304872.70	6275788.31		D	N/A	CADASTRAL TRAVERSE	FOUND
SSM21022	304735.876	6275735.069		D	N/A	CADASTRAL TRAVERSE	FOUND
SSM21349	304952.447	6275740.946		D	N/A	CADASTRAL TRAVERSE	PLACED
SSM21365	304806.887	6275656.733		D	N/A	CADASTRAL TRAVERSE	PLACED
SSM21366	304851.208	6275555.800		D	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 30 NOVEMBER 2023
MGA ZONE: 56
COMBINED SCALE FACTOR: 1.000059
MGA DATUM: GDA2020
MGA ZONE: 56

SURVEYOR
Name: MATHEW JOHN HYNES
Date: 1st DECEMBER 2023
Reference: 108-20 STAGE 12A MH
Exemption Policy 4

PLAN OF
SUBDIVISION OF LOT 4508 D.P. 1259888 AND
EASEMENT WITHIN LOT 12 D.P. 1291091

LGA: THE HILLS SHIRE
Locality: BOX HILL
Reduction Ratio: 1: N/A
Lengths are in metres

Registered
14/07/2025

DP1259891

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

 <p>Registered: 14/07/2025 Office Use Only</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1259891</h1>
<p>PLAN OF SUBDIVISION OF LOT 4508 IN DP1259891 AND EASEMENT WITHIN LOT 12 DP1291091</p>	<p>LGA: THE HILLS SHIRE</p> <p>Locality: BOX HILL</p> <p>Parish: NELSON</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, MATHEW JOHN HYNES of COLLIERS CRAIG & RHODES PTY LTD (PH:9869 1855) a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 1st December 2023</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "A" – "B"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 1st December 2023 Electronically signed by me – Mathew Hynes. Affixed by me on 01/12/2023</p> <p>Surveyor Identification No: 3761 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, David Munday *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Electronically signed by me David Munday, affixed by me 3/7/2025</p> <p>Registration number: N/A</p> <p>Consent Authority: THE HILLS SHIRE COUNCIL</p> <p>Date of endorsement: 3/7/2025</p> <p>Subdivision Certificate number: 111/2024/SC – Stage 12A</p> <p>File number: 1839/2018/ZB – Stage 12A</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP10157, DP367230, DP39157, DP39159, DP535036, DP599307, DP1161158, DP1214870, DP1216742, DP1223853, DP1226133, DP1227339, DP1232825, DP1232831, DP1232832, DP1235598, DP1237810, DP1237811, DP1237813, DP1238558, DP1238707, DP1240387, DP1240388, DP1240572, DP1242532, DP1245072, DP1249525, DP1252688, DP1256790, DP1256791, DP1257412, DP1257413, DP1259256, DP1259257, DP1259258, DP1259259, DP1259260, DP1259261, DP1259414, DP1259468, DP1259467, DP1263566, DP1269631, DP1291091, DP1286727, DP1272760, DP1257039, DP1259888, DP1234966, DP1260256</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> 1. HEDGEWOOD DRIVE 9 WIDE 2. SHETLAND STREET 9 & 18 WIDE 3. CROP STREET 9 WIDE 4. YEARLING STREET 9 & 18 WIDE <p>AS PUBLIC ROAD</p>
<p>Surveyor's Reference: 108-20 STAGE 12A MH</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 7 sheet(s)



14/07/2025

Office Use Only

Office Use Only

Registered:

DP1259891

**PLAN OF SUBDIVISION OF LOT 4508 IN DP1259891
AND EASEMENT WITHIN LOT 12 DP1291091**

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

Subdivision Certificate number: 111/2024/SC – Stage 12A

Date of Endorsement: 3/7/2025

- 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.

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

1. EASEMENT FOR MAINTENANCE, ACCESS AND OTHER PURPOSES 0.9 WIDE (N)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
3. RESTRICTION ON THE USE OF LAND (K)
4. RESTRICTION ON THE USE OF LAND (L)
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. EASEMENT FOR MAINTENANCE, ACCESS AND OTHER PURPOSES 0.9 WIDE (N1)
8. RIGHT OF ACCESS (R) (ENTIRE LOT)
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND

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

1. EASEMENT FOR DRAINAGE OF WATER 7 WIDE (C) – CREATED BY DP1234966
2. RIGHT OF ACCESS VARIABLE WIDTH (C2) – CREATED BY DP1260256

If space is insufficient use additional annexure sheet

Surveyor's Reference: 108-20 STAGE 12A MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 7 sheet(s)



14/07/2025

Office Use Only

Office Use Only

Registered:

DP1259891

**PLAN OF SUBDIVISION OF LOT 4508 IN DP1259891
 AND EASEMENT WITHIN LOT 12 DP1291091**

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

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

Subdivision Certificate number: 111/2024/SC – Stage 12A

3/7/2025

Date of Endorsement:

SCHEDULE OF LOTS AND ADDRESSES

Lot	Street No	Street Name	Street Type	Locality
4701	50	Mount Carmel	Drive	Box Hill
4702	52	Mount Carmel	Drive	Box Hill
4703	54	Mount Carmel	Drive	Box Hill
4704	56	Mount Carmel	Drive	Box Hill
4705	58	Mount Carmel	Drive	Box Hill
4706	60	Mount Carmel	Drive	Box Hill
4707	62	Mount Carmel	Drive	Box Hill
4708	73	Hedgewood	Drive	Box Hill
4709	71	Hedgewood	Drive	Box Hill
4710	69	Hedgewood	Drive	Box Hill
4711	67	Hedgewood	Drive	Box Hill
4712	65	Hedgewood	Drive	Box Hill
4713	63	Hedgewood	Drive	Box Hill
4714	6	Shetland	Street	Box Hill
4715	8	Shetland	Street	Box Hill
4716	10	Shetland	Street	Box Hill
4717	12	Shetland	Street	Box Hill
4718	14	Shetland	Street	Box Hill
4719	16	Shetland	Street	Box Hill
4720	18	Shetland	Street	Box Hill
4721	20	Shetland	Street	Box Hill
4722	1	Crop	Street	Box Hill
4723	7	Shetland	Street	Box Hill
4724	5	Shetland	Street	Box Hill
4725	59-61	Hedgewood	Drive	Box Hill
4726	57	Hedgewood	Drive	Box Hill
4727	53-55	Hedgewood	Drive	Box Hill
4728	4	Yearling	Street	Box Hill
4729	6	Yearling	Street	Box Hill
4730	8	Yearling	Street	Box Hill

N/A DENOTES STREET ADDRESS NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 108-20 STAGE 12A MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 7 sheet(s)



14/07/2025

Office Use Only

Office Use Only

Registered:

DP1259891

**PLAN OF SUBDIVISION OF LOT 4508 IN DP1259891
 AND EASEMENT WITHIN LOT 12 DP1291091**

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

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

Subdivision Certificate number: 111/2024/SC – Stage 12A

Date of Endorsement: 3/7/2025

SURVEYING AND SPATIAL INFORMATION REGULATION CLAUSE 60(c)

SCHEDULE OF LOTS AND ADDRESSES

Lot	Street No	Street Name	Street Type	Locality
4731	10	Yearling	Street	Box Hill
4732	12	Yearling	Street	Box Hill
4733	11	Crop	Street	Box Hill
4734	9	Crop	Street	Box Hill
4735	7	Crop	Street	Box Hill
4736	5	Crop	Street	Box Hill
4737	3	Crop	Street	Box Hill
4738	N/A	Hedgewood	Drive	Box Hill

N/A DENOTES STREET ADDRESS NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 108-20 STAGE 12A MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 7 sheet(s)



14/07/2025

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 4508 IN DP1259891
AND EASEMENT WITHIN LOT 12 DP1291091**

DP1259891

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

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

Subdivision Certificate number: 111/2024/SC – Stage 12A

3/7/2025

Date of Endorsement:

SIGNATURES:

Executed by Sumitomo Mitsui Banking Corporation (ARBN 114 053 459) by its duly appointed attorney:

Signature of attorney:

Name and position of attorney:

Balaji Vallam, Executive Director

Power of attorney:

Book 4825 No 666

Signature of witness:

Name of witness:

Jay Kim

Address of witness:

L35, 2 Chiffley Square
Sydney NSW 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 108-20 STAGE 12A MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 7 sheet(s)



14/07/2025

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 4508 IN DP1259891
AND EASEMENT WITHIN LOT 12 DP1291091**

DP1259891

Subdivision Certificate number: 111/2024/SC – Stage 12A

Date of Endorsement: 3/7/2025

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

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

SIGNATURES:

Executed by DH Box Hill Pty. Ltd. (ACN 625 555 553) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:


.....
Signature


.....
Signature

Yasushi Ohtsuka
.....
Name (Block Letters)

Izumi Kinjo
.....
Name (Block Letters)

Company Secretary
.....
Office Held

Director
.....
Office Held

Surveyor's Reference: 108-20 STAGE 12A MH

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 7 sheet(s)



14/07/2025

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 4508 IN DP1259891
AND EASEMENT WITHIN LOT 12 DP1291091**

DP1259891

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- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 111/2024/SC – Stage 12A

Date of Endorsement: 3/7/2025

SIGNATURES:

Executed by Jundu Pty Limited (ACN 055 425 780) by authority of its directors in accordance with Section 127 of the Corporations Act 2001:

RICHARD BARNEY ARTHUR SCHEINBERG


.....
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN


.....
DIRECTOR

Executed by Mogul Stud Pty Limited (ACN 000 331 840) by authority of its directors in accordance with Section 127 of the Corporations Act 2001 :

RICHARD BARNEY ARTHUR SCHEINBERG


.....
DIRECTOR / SECRETARY

DEBORAH CATHERINE REDELMAN


.....
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 108-20 STAGE 12A MH