

Disclosure Statement – Off the Plan Contracts

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

VENDOR	RESIDALE DEVELOPMENTS PTY LTD ACN 606 708 507
PROPERTY	LOT , 36 BYRON ROAD, LEPPINGTON NSW 2179

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

DETAILS					
Completion	The completion date of this contract is the later of: (a) 30 days from the contract date; and (b) 21 days after the day on which the vendor serves the Conditions Precedent Notice.	Refer to clause(s):	Clause 36		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Clauses 37 and 38
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 9 Clause 45 Interest on delayed completion Clause 46 Notice to complete		
Has development approval been obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:			
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 37 Completion is subject to and conditional on satisfaction of Conditions Precedent		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement

- | | |
|---|--|
| <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/development contract |
| <input type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		phone fax ref
co-agent	Not Applicable	phone fax ref
vendor	RESIDALE DEVELOPMENTS PTY LTD ACN 606 708 507 Suite 4, 29 Kitchener Parade, Bankstown NSW 2200 PO Box 3303 Bankstown Central NSW 2200	
vendor's solicitor	HWL EBSWORTH LAWYERS Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 GPO Box 5408, Sydney NSW 2001 DX 129 Sydney	phone +61 2 9334 8555 fax 1300 369 656 ref AJB:TXN:619103
date for completion	Refer to special conditions	
land (address, plan details and title reference)	LOT , 36 BRYON ROAD, LEPPINGTON NSW 2179 Lot in an unregistered Plan of Subdivision being part of Lot 50B in Deposited Plan 8979 Folio Identifier 50B/8979 <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 checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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	Nil	
Exclusions	Not applicable	
Purchaser		
Guarantor		
purchaser's		phone
<input checked="" type="checkbox"/> solicitor		fax
<input type="checkbox"/> conveyancer		ref
price	\$	inclusive of GST
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

See execution page

vendor

witness

See execution page

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

purchaser

☒ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (see special condition) ☐ no ☒ YES
 (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) ☒ NO ☐ yes

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

Land tax is adjustable ☐ NO ☒ yes

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

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

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

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

Purchaser must make an *GSTRW payment*: ☐ NO ☒ yes
 (residential withholding payment) (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

RW payment (GST residential withholding payment) – further details

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

Supplier's name: RESIDALE DEVELOPMENTS PTY LTD ACN 606 708 507

Supplier's ABN:

Supplier's business address: Suite 4, 29 Kitchener Parade, Bankstown NSW 2200

Supplier's email address:

Supplier's phone number: 02 9334 8555

Supplier's proportion of *RW payment*: 100%

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

Amount purchaser must pay – price multiplied by the *RW 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 checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (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 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></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 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input checked="" type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 58 Other:</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

VENDOR

**Executed by Residale Developments Pty Ltd ACN 606
708 507** in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by _____ **in the**
presence of: _____

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Executed by _____ **in the**
presence of: _____

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

36 Byron Road, Leppington NSW 2179

Ref AJB:619103

Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 Australia
GPO Box 5408, Sydney NSW 2001 Australia
DX 129 Sydney

Telephone +61 2 9334 8555
Facsimile 1300 369 656 (Australia) +61 2 8507 6584 (International)
hwlebsworth.com.au

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33. Definitions

The following words have these meanings in this contract unless the contrary intention appears:

Act	means the <i>Conveyancing Act 1919</i> (NSW).
Bank Guarantee	means an irrevocable and unconditional undertaking in favour of the vendor in the amount of 10% of the purchase price which: <ul style="list-style-type: none"> (a) a bank issues at the request of the purchaser; (b) contains terms and conditions acceptable to the vendor; and (c) does not specify an expiry date.
Building Work	means the construction of any improvements on the property.
Completion	has the meaning given in clause 36.
Conditions Precedent	means <ul style="list-style-type: none"> (a) registration of the Documents; and (b) if not previously served by the vendor, notification of Material Change to the Disclosure Statement.
Conditions Precedent Notice	means written notice from the vendor stating that the Conditions Precedent has been satisfied together with: <ul style="list-style-type: none"> (a) copies of the registered Documents; and (b) if clause (b) applies in the definition of Conditions Precedent, notification of a Material Change to the Disclosure Statement.
Council	means Camden Council.
Defaults	means the purchaser has failed to comply with a term or condition of the contract.
Depositholder	is amended from the meaning in the Standard Form, clause 1, to

mean the vendor's solicitor named on the front page.

Designated Matters

means:

- (a) the exercise of any of the vendor's rights or the carrying out of any of the vendor's obligations in respect of the Development, Development Consent and/or the Development Site;
- (b) such of the matters described in clause 58 as the vendor may reasonably require;
- (c) creation of easements or the making of other arrangements contemplated by clause 49; and
- (d) the Development Activities; and
- (e) the selling and leasing activities described in clause 57.

Development

means the proposed subdivision and development of the Development Site by the vendor.

Development Activities

means:

- (a) any form of work on the Land required by the Development Consent;
- (b) any form of work on the Development Site including, without limitation, the installation of services;
- (c) the staging of plan registration;
- (d) the addition, amendment or deletion of lots, recreation areas, or any other area;
- (e) the registration of the Plan of Subdivision;
- (f) the use and/or operation of any part of the Development or a lot within the Development Site or Plan.
- (g) any other such approvals required by the vendor or its assignee for carrying out the Development.
- (h) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor; and
- (i) the subdivision of land forming part of the Land or the Development Site.

Development

means any approval issued by the Council in respect of a

Consent	development application lodged by the vendor for the Development as may be varied, modified or replaced from time to time;.
Development Site	means the land contained in Certificate of Title Folio Identifier 50B/8979.
Disclosures	means the disclosure of information, concepts and proposals provided in clause 54 and other clauses regarding the Development.
Disclosure Statement	means a disclosure statement in accordance with the Act.
Documents	means the following: <ul style="list-style-type: none"> (a) Plan of Subdivision; and (b) Section 88B Instrument.
Draft Plan	means the draft plan annexed to this contract.
Draft Plan Instrument	means the draft instrument attached to this contract.
Expert Determinator	means a person nominated by the President for the time being of the NSW Law Society at the request of either the vendor or the purchaser.
FIRB	means the Foreign Investment Review Board constituted by the FIRB Act.
FIRB Act	means the <i>Foreign Acquisitions and Takeover Act 1975</i> (Cth).
Foreign Person	has the same meaning given in the <i>Foreign Acquisitions and Takeover Act 1975</i> (Cth).
Governmental Agency	means any government, semi or local government, statutory, or public or other authority having jurisdiction over the Development Site.
Land	has the meaning given on the front page of the contract.

Material Change	<p>means a change to the Disclosure Statement is such a change that the purchaser:</p> <ul style="list-style-type: none"> (a) would not have entered into the contract had the purchaser been aware of the change in the Disclosure Statement; and (b) would be materially prejudiced to the change in the Disclosure Statement. <p>but the purchaser acknowledges and agrees that a Material Change does not mean any of the matters specified in sub-clauses (c) to (d) of the definition arising from:</p> <ul style="list-style-type: none"> (c) a reduction in the area of the Property as shown on the Draft Plan by 5% or less when compared to the area of the Property in the Plan of Subdivision; and (d) a change in the proposed lot number of the Property.
Plan of Subdivision	means the plan of subdivision to be registered in respect of the Development Site.
Planning Certificate	means the certificate or certificates under section 10.7 of the <i>Environmental Planning and Assessment Act 1979</i> (NSW), a copy or copies of which is or are attached to this contract.
Registration Sunset Date	is the date specified in Schedule 3.
Replaced Document	has the meaning given to it in clause 49.
Replacement Document	has the meaning given to it in clause 49
Special Conditions	means the conditions contained in this Annexure A.
Services	means any water, drainage, sewerage, electricity and telephone services to the property.
Service Providers	includes Council, any Governmental Agency and any company in the business of supplying services to the public.

Standard Form	means the standard form Contract for Sale of Land – 2019 Edition.
Standard Requisitions	means the requisitions on title in the form attached to this contract.
TA Act	means the <i>Taxation Administration Act 1953</i> (Cth).
Treasurer	means the Treasurer of the Commonwealth of Australia.
Unnecessary Document	has the meaning given to it in clause 49.
Vendor's Representative	means the vendor's representative from time to time.

34. Interpretation and Amendments to Standard Form

34.1 In this contract unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes any gender;
- (d) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (e) a reference to person includes:
 - (i) a body corporate, an unincorporated body or other entity;
 - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and
 - (iii) a person to whom this contract is novated;
- (f) a reference to a clause, is to a clause of this contract;
- (g) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;
- (h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;

- (i) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;
- (j) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (k) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- (l) an agreement, representation or warranty in favour of two or more people is for the benefit of them jointly and severally;
- (m) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;
- (n) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a reference to a business day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (p) a reference to time is a reference to Sydney time.

The provisions of this contract, which are intended to have application after completion, continue to apply from completion.

If there is an inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

34.2 The following clauses in the Standard Form are amended:

- (a) The words in the box commencing '*GST AMOUNT*' at the bottom of page 1 of the standard form contract are deleted;
- (b) clause 1 the definition of '*work order*' is amended by including the words '*issued by a competent authority*' after the word '*order*';
- (c) by amending clause 1 the definition of '*depositholder*' to the definition in clause 33.
- (d) clause 2.4 is amended by deleting '*cash (up to \$2,000) or*' and inserting the words '*, electronic transfer to the depositholder's trust account*';
- (e) clause 3 is deleted;
- (f) clause 4.1 is deleted and insert the following provision:

'If applicable, the purchaser must serve the form of the transfer within 7 days after the day on which the vendor serves notice of the registration of the Documents.'
- (g) clause 5.1 is deleted;
- (h) clause 5.2.1 is deleted and insert the following provision:

'If it arises out of this contract or is a general question about the property or title - within 10 days after the day on which the vendor serves notice of registration of the Documents.'

- (i) clause 5.2.2 is deleted and insert the following provision:

'If it arises out of anything served by the vendor on the purchaser - within 10 days after the day on which the vendor serves notice of registration of the Documents.'

- (j) clause 7.1.1 is deleted;
- (k) clause 7.1.3 is amended by deleting "14 days" and inserting "5 days" in its place;
- (l) clause 7.2.2 is amended by substituting 'clause 41' for 'clause 2.9';
- (m) clause 8.1 is deleted and insert the following provision:

'The vendor can rescind if:

8.1 the vendor is unable or unwilling to comply with an objection, requisition or claim;

8.2 the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and

8.3 the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service.;

- (n) clause 10.1 is amended by including the words 'or delay completion' after the word 'terminate';
- (o) clause 10.1.8 and clause 10.1.9 are amended by substituting the word 'existence' for 'substance';
- (p) clause 13.7.2 is amended by inserting after the word 'Completion' the words 'or within 10 business days of a liability arising under this clause 13.7, if it arises after Completion';
- (q) clause 16.8 is deleted;
- (r) clause 18 is amended by adding the following provisions:

'18.8 The purchaser cannot make a requisition or claim after entering into possession; and; and'

- (s) the following new clause 19.3 is inserted:

'19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of a warranty prescribed by the Conveyancing (Sale of Land) Regulation 2010 is the remedy prescribed by that regulation.';

- (t) the following new clause 20.6 is inserted:

'20.6.8 served on the purchaser if a drop box link is provided by email or fax to the purchaser's solicitor'; and

- (u) clauses 22 to 31 inclusive are deleted.

35. Disclosure Statement

35.1 Disclosure Statement attached to contract

The vendor discloses and the purchaser acknowledges that the Disclosure Statement was provided to the purchaser by the vendor in accordance with the Act.

35.2 No objection

The purchaser acknowledges and agrees that the purchaser has read and understood the Disclosure statement and the purchaser must not make any objection to the Disclosure Statement.

36. Completion

The completion date of this contract is the later of:

- (a) 30 days from the contract date; and
- (b) 21 days after the day on which the vendor serves the Conditions Precedent Notice.

37. Completion subject to acquisition of Development Site

37.1 The vendor discloses that as at the date of this contract the vendor is not the registered proprietor of the land comprising the Development Site.

37.2 This contract is subject to and conditional upon the vendor completing its purchase of the land comprising the Development Site by the Acquisition Sunset Date.

37.3 If the vendor is not the registered proprietor of the land the subject of the Development Site by the Consent Sunset Date then either:

- (a) the purchaser may rescind this contract by notice in writing to the vendor (but only prior to date upon which the vendor becomes the registered proprietor of the land comprising the Development Site); or
- (b) the vendor may rescind this contract by notice in writing to the purchaser, provided that the vendor has complied with Section 66ZL(3) of the Act,

following which the provisions of Standard Form clause 19 will apply.

37.4 The purchaser will not unreasonably withhold consent to any notice issued by the vendor pursuant to Section 66ZL(3) of the Act.

38. Completion subject to satisfaction of Conditions Precedent

- 38.1 Completion is subject to and conditional on the satisfaction of Conditions Precedent.
- 38.2 If the Conditions Precedent are not satisfied on or before the Registration Sunset Date then subject to section 66ZL of the Act, either the vendor or the purchaser may rescind this contract by written notice to the other provided that no such right of rescission shall be exercisable by the purchaser if the purchaser does not exercise the right within 14 days from the date of the Conditions Precedent Notice.
- 38.3 The vendor must use all reasonable endeavours to satisfy the Conditions Precedent on or before the Registration Sunset Date.
- 38.4 The vendor is not in breach of this contract if satisfaction of the Conditions Precedent has not occurred by the Registration Sunset Date.

39. Extension of Registration Sunset Date

- 39.1 Despite clause 38, the vendor may by notice to the purchaser extend the Registration Sunset Date by each day that the vendor have been delayed by reason of:
 - (a) any delay in any approval required for the Development; or
 - (b) any other matter beyond the vendor's control.
- 39.2 The Vendor's Representative is the sole determinator of the vendor's entitlement to extension of time under clause 39.1.
- 39.3 The Vendor's Representative acts as an expert and not an arbitrator.
- 39.4 If there is any disagreement in connection with the determination of the Vendor's Representative as to the length of the extension of time under clause 39.1, either the vendor or the purchaser may within seven days after receipt of the notice by the purchaser in accordance with clause 39.1, refer the disagreement to an Expert Determinator (see clause 70).

40. Development Consent

- 40.1 The vendor discloses:
 - (a) at the date of this contract, the vendor has not obtained the Development Consent;
 - (b) the vendor may make several development applications, may also amend any development application and may make an application or applications to amend any Development Consent it receives; and
 - (c) this contract is conditional on the vendor obtaining the Development Consent by the Consent Sunset Date.

40.2 If the vendor has not obtained the Development Consent by the Consent Sunset Date then either:

- (a) the purchaser may rescind this contract by notice in writing to the vendor (but only prior to the issue of the Development Consent); or
- (b) the vendor may rescind this contract by notice in writing to the purchaser, provided that the vendor has complied with Section 66ZL(3) of the Act,

following which the provisions of Standard Form clause 19 will apply.

40.3 The purchaser will not unreasonably withhold consent to any notice issued by the vendor pursuant to Section 66ZL(3) of the Act.

41. Building Works

The purchaser acknowledges that the vendor is not required to do or cause to be done any Building Work on the property.

42. Services

The purchaser acknowledges that the vendor has no responsibility for the installation or connection of any Services.

43. Broadband

43.1 The vendor, in its absolute discretion, may enter into an agreement with a supplier for the provision by the supplier to install, own, control and operate broadband fibre optic cable system for data transfer and telecommunication purposes (**System**) to the boundary of the property. The purchaser:

- (a) must make its own enquiries with regard to the System;
- (b) is not under any obligation to take any of the services offered by the supplier in connection with the System.

43.2 The vendor may grant an agreement to the supplier and other suppliers in connection with the System.

43.3 No information, representation or warranty made by the vendor or the vendor's agent was supplied or made in connection with the System and the Systems performance.

44. Fencing

The vendor is not required to contribute to the cost of fencing the property, even though the vendor may own land adjoining the property.

45. Not Used

46. Interest on delayed completion

- 46.1 If the purchaser completes this contract but does not do so on or before the completion date, then on the actual date of completion, the purchaser must pay interest on:
- (a) the balance of the price; and
 - (b) any other amount that the purchaser must pay to the vendor under this contract.
- 46.2 The purchaser must pay the interest at a rate of 10% per annum calculated daily for the period from and including the day after the completion date, up to and including the actual date of completion.
- 46.3 Despite Standard Form clause 14, the parties must make adjustments at the earlier of the completion date, the date possession is given to the purchaser and the actual date of completion.
- 46.4 Payment of the interest under this clause 46 is an essential term of this contract.
- 46.5 The purchaser need not pay interest for as long as the purchaser is ready, willing and able to complete but completion cannot take place because the vendor cannot complete.

47. Notice to complete

- 47.1 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 47.2 The party serving a notice to complete may at any time:
- (a) withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete; or
 - (b) unilaterally extend the time allowed by the notice to complete, with such extended time remaining of the essence of the notice to complete and this contract.
- 47.3 The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge/outgoing, which charge/outgoing will be paid or removed on completion.
- 47.4 Without limiting any other provision of this contract, the vendor is not required to remove any charge on the Land for any outgoing if it will be paid on completion.
- 47.5 If the vendor serves a notice to complete, the purchaser must pay to the vendor the sum of \$330.00, being a genuine pre-estimate of the damages payable by the purchaser for breach in order to reimburse the vendor for additional legal costs payable by the vendor in connection with the preparation and service of the notice. It is an essential provision of this contract that

this amount be paid on completion in addition to all other monies required to be paid by the purchaser under this contract at that time.

47.6 This clause 47 is an essential term of this contract.

48. Council, water and sewerage rates and land tax

48.1 If, at completion, a separate assessment for Council rates in respect of the property for the year current at completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at completion; and
- (b) on completion the purchaser must adjust the amount referred to in Item 1 of Schedule 4 in accordance with clauses 14 and 46.3.

48.2 If, at completion, a separate assessment for water and sewerage rates in respect of the property for the quarter current at completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the quarter current at completion; and
- (b) on completion the purchaser must adjust the amount referred to in Item 2 of Schedule 4 in accordance with clauses 14 and 46.3.

48.3 The vendor requires a land tax adjustment for the year current at completion as follows:

- (a) on completion the purchaser must adjust the amount referred to in Item 3 of Schedule 4 in accordance with clauses 14 and 46.3; and
- (b) no regard is to be had to any actual assessment for any land which includes the property or for the property, which is issued for the year current at completion.

48.4 The vendor must, before completion, pay or procure the payment of:

- (a) the assessment for Council rates;
- (b) any assessment for water and sewerage rates; and
- (c) any assessment of land tax,

issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of rates, but if the current assessment relates to the Land or the Development Site and not just the property then the vendor by virtue of this clause undertakes to pay the current assessment by the due instalment dates and shall also pay the separate assessment (if any) which subsequently issues for (or for part thereof) the current period in respect to the property.

48.5 In the event Completion occurs between 1 January and 1 March of any year, the purchaser must accept from the vendor an undertaking to pay any outstanding land tax payable and must not require the vendor to clear any outstanding land tax on or before Completion.

- 48.6 If as a result of the purchaser's breach or an extension requested by the purchaser, completion of this contract takes place on a date that is after 31 December immediately following the original Completion Date then:
- (a) the purchaser's breach or extension will result in an increase in the vendor's land tax assessment for the land tax year following the original Completion Date as a result of the property continuing to be included in the vendor's total landholdings in the State of New South Wales; and
 - (b) the additional land tax that the vendor will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the vendor as a direct result of the purchaser's breach or extension in respect of which the vendor is entitled to compensation or reimbursement from the purchaser.
- 48.7 If this clause applies then on Completion, in addition to the balance of the price and any other money payable to the vendor under this contract, the purchaser must pay to the vendor as compensation or reimbursement on account of the additional land tax being incurred by the vendor, an amount equal to 1.7% of:
- (a) the taxable value of the property (as defined in the *Land Tax Management Act 1956* (NSW) for each relevant land tax year(s)); or
 - (b) if there is no separate unimproved value for the property for any land tax year(s), the amount reasonably determined by the vendor as the estimated taxable value for the relevant land tax year(s) (being an amount no greater than the price).

49. Change of Documents

- 49.1 The vendor intends to have the Documents registered before Completion.
- 49.2 At any time before the vendor serves the Conditions Precedent Notice(s), the vendor may:
- (a) change the Disclosure Statement;
 - (b) remove a document or plan from registration (**Unnecessary Document**);
 - (c) replace a document or plan (**Replaced Document**) with another document or plan (**Replacement Document**); or
 - (d) add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Plan of Subdivision (**New Document**).
- 49.3 If the vendor serves a notice in accordance with clause 49.2, the purchaser may rescind this contract in accordance with section 66ZQ of the Act.
- 49.4 If a notice of rescission is not served by the purchaser in accordance with section 66ZQ of the Act, the change to the Documents or the Disclosure Statement is taken to be amended to in accordance with clause 49.2(a).
- 49.5 Subject to the Act, if there is any disagreement in connection with clause 49.2, either the vendor or the purchaser may within 10 business days after Completion refer the disagreement to an Expert Determinator (refer to clause 70).

50. Development Activities

- 50.1 The purchaser acknowledges that the vendor intends to carry out some or all of the Development Activities and the Development Activities may continue to be carried out after completion. The vendor must use reasonable endeavours to ensure that the Development Activities cause as little interference as is possible to the purchaser's enjoyment of the property.
- 50.2 The vendor discloses that as part of the Development Activities, the vendor may move, shift or reconfigure some of the streets, landscaped areas and/or recreational areas for the Development as depicted in the Development Consent or Draft Plan prior to the registration of the document(s) in Schedule 2. The purchaser may not make a claim or requisition, delay completion, rescind or terminate in connection with anything done by the vendor pursuant to this clause.
- 50.3 The purchaser may not make any objection, requisition, claim, delay completion, rescind or terminate in respect of the Development Activities carried on by the vendor or do any act or thing to restrain the vendor (or its agents or contractors) from carrying out the Development Activities.
- 50.4 The vendor discloses that the vendor may vary, modify or replace the Development Consent for the Development.
- 50.5 The purchaser may not make any objection, requisition, claim, delay completion, rescind or terminate in respect of the vendor varying, modifying or replacing the Development Consent for the Development.

51. Purchaser's representations and warranties

- 51.1 Subject to clause 51.3, the purchaser represents and warrants that:
- (a) it was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the property or the view from the property or about any financial return or income to be derived from the property or anything in an advertisement or sales brochure or report) except those representations and warranties set out in this contract;
 - (b) it has relied entirely on its own enquires relating to the property prior to entering into this contract including the obtaining of independent legal advice;
 - (c) it has satisfied itself as to its obligations and rights under this contract; and
 - (d) it has inspected all documentation attached to this contract, and is aware of all of the terms of and restrictions and prohibitions contained in this documentation.
- 51.2 The purchaser must not make any objection, requisition, claim, delay completion, rescind or terminate in respect of a matter disclosed in the documentation attached to this contract.

- 51.3 The purchaser warrants that any promises, representations, warranties or undertakings (other than those contained in this contract) it has relied upon in entering into this contract have been set out in Schedule 7 by the purchaser prior to entering into this contract. The purchaser acknowledges that the vendor is entitled to rely upon this warranty.

52. Agent

- 52.1 The purchaser has dealt only with the agent(s) nominated in this contract.
- 52.2 The purchaser warrants that it has not dealt with another real estate agent in relation to the property in a way that may give rise to a claim against the vendor for agent's commission or expenses in respect of the sale.
- 52.3 The purchaser indemnifies the vendor against any claim arising out of a breach of the purchaser's warranty.
- 52.4 This clause 52 does not merge on completion.

53. Death, incapacity or insolvency

- 53.1 The vendor may rescind this contract, if the purchaser is an individual who:
- (a) dies; or
 - (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.
- 53.2 If the purchaser is an individual and is declared bankrupt or enters into any scheme with, or makes any assignment of this estate for the benefit of the purchaser's creditors, this will be a breach of an essential term of this contract entitling the vendor, without limiting any other rights the vendor may have arising from the breach, to immediately terminate this contract.
- 53.3 The vendor may terminate this contract if the purchaser:
- (a) is an individual who:
 - (i) is bankrupt;
 - (ii) has a receiver, receiver and manager or administrator appointed to it or to any of its assets;
 - (iii) makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors; or
 - (iv) stops payment of, or is unable to pay, its debts within the meaning of the *Corporations Act 2001* (Cth); or
 - (b) is a company, which:
 - (i) resolves to go into liquidation;

- (ii) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
- (iii) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* (Cth) or similar legislation; or
- (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

53.4 If anything in clause 53.2 and 53.3 occurs, then the purchaser has failed to comply with an essential provision of this contract.

53.5 The vendor may rescind or terminate this contract under this clause 53, without affecting any of its other rights.

54. Vendor's disclosure

54.1 General disclosures

Subject to the Act, the vendor discloses that:

- (a) the vendor does not warrant the accuracy or completeness of any document referred to in Schedule 1;
- (b) the vendor intends to procure the registration of the Plan of Subdivision;
- (c) the number or configuration of the lots in the Plan of Subdivision as registered may vary from the number or configuration of lots as shown in the Draft Plan;
- (d) as part of the Development Activities, the vendor may move, shift or reconfigure some of the streets, landscaped areas and/or recreational areas for the Development as depicted in the Development Consent or Draft Plan and/or marketing material for the Development;
- (e) the number or configuration of the lots or areas within the Development may vary from the number of configuration or lots or areas as shown in the Development Consent or Draft Plan;
- (f) easements, restrictions on use or positive covenants may be imposed or required by Council or Governmental Agency which are not disclosed in this contract;
- (g) it may be necessary to make changes to the draft documents attached to this contract to meet the requirements of Council, Service Providers or Governmental Agency;
- (h) arrangements with Service Providers for the provision of services to the Land or the Development Site may not have been concluded as at the contract date;
- (i) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
- (j) if any Service Provider providing energy requires one or more electrical substations to be established, the area of the electrical substations (of the size and location as

required by the Service Provider) may be dedicated, leased or encumbered by easement rights in favour of the Service Provider;

- (k) the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and may do so in stages;
- (l) some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created or released may be created by another plan or instrument;
- (m) the lot number of the property at completion may be different from the lot number of the property shown in this contract; and
- (n) the address of the property at completion will be different from the address of the property shown in this contract as the Council has not yet approved the name for the street on which the property is located.
- (o) the vendor may vary, modify or replace the Development Consent for the Development.

54.2 The Disclosures outlined in clause 54.1 reflect the vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in the contract, the Disclosures do not impose obligations on the vendor to effect those proposals and concepts nor do the Disclosures restrict the vendor from varying those proposals and concepts.

54.3 The purchaser acknowledges the Disclosures. The purchaser shall not be entitled to make any claim or requisitions, delay completion, rescind or terminate because of any Disclosure in this clause 54.

55. Position of Sydney Water's supply

55.1 The vendor specifically discloses that:

- (a) the position of the Sydney Water's water supply on the property or the Development Site at the time of completion may not be as shown in the diagrams attached to the contract; and
- (b) the vendor is not sure what the exact position of the Sydney Water's water supply on the property or the Development Site will be at the time of completion but will ensure that if the water supply passes under buildings in the Development Site the necessary approvals for building over water supply will be obtained from Sydney Water (and any requirements will be complied with).

55.2 The purchaser takes the property subject to the water, sewerage, drainage, gas, electricity and other installations and Services existing on completion.

55.3 The purchaser may not make any objection, requisition or claim, delay completion or rescind or terminate if at the time of completion:

- (a) any connection passes through any other property;
- (b) any connection to any other property passes through the property which forms part of the Development Site;

- (c) any water or sewerage main or any underground or surface stormwater pipe passes through over or under the land which forms part of the Development Site; or
- (d) any sewer manhole or vent is located on the land which forms part of the Development Site.

56. Right to Rescind

After the Registration Sunset Date and before notice of the registration of the documents referred to in Schedule 2 is served, either party may rescind this contract by serving notice on the other and Standard Form clause 19 will apply.

57. Selling and leasing activities

- 57.1 Both before and after completion and until the vendor completes the sale of all lots within the Plan of Subdivision and created through the subdivision of the Development Site as part of the Development, the vendor and persons authorised by the vendor may:
- (a) conduct selling and leasing activities in and about the Development Site (but not the property);
 - (b) place and maintain in and about the Development Site (but not the property) including without limitation, signs in connection with those selling and leasing activities; and
 - (c) place and maintain in and about the Development Site (but not the property) including without limitation, offices and other facilities for sales people.
- 57.2 In exercising its rights under clause 57.1, the vendor must cause as little interference as is possible to the purchaser's enjoyment of the property.
- 57.3 This clause 57 will not merge on completion and continues in full force and effect until the vendor has completed the sale of all the lots which are created through the subdivision of the Development Site as part of the Development.

58. Purchaser's obligations about Designated Matters

- 58.1 Subject to the Act, the purchaser must:
- (a) use all reasonable endeavours to ensure any mortgagee of the property complies with this clause 58; and
 - (b) do all things as the vendor may reasonably require (at the vendor's cost) to give effect to the Designated Matters.
- 58.2 The purchaser must not:
- (a) make any objection, requisition or claim, delay completion or rescind or terminate because of any Designated Matter;

- (b) do anything which may delay or prevent any Designated Matter being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter (eg. commence proceedings in a Court); or
- (c) procure or request any person (including any mortgagee) to do anything which may delay or prevent any Designated Matter being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter.

58.3 This clause 58 does not merge on completion.

59. Entries or notations on folios of register

- 59.1 The purchaser is aware that entries or notations in or substantially in the form set out in Schedule 5 together with other entries or notations are or may be on the folio of the certificate of title for the property.
- 59.2 The purchaser may not make any objection, requisition or claim, delay completion or rescind or terminate because of the entries or notations set out in Schedule 5 or of any departure on the terms of the documents giving rise to them.
- 59.3 The purchaser may not make a claim or requisition, delay completion, rescind or terminate because of an entry or notation on the folio of the certificate of title for the property which is not set out in Schedule 5 or because of any departure from or non-compliance with the terms of the document giving rise to the entry or notation unless the entry or notation or departure or non-compliance, as the case may be, detrimentally affects the property to an extent which is not minor, in which case, the purchaser may rescind by written notice to the vendor within 10 days after the day when the vendor serves notice that the documents referred to in Schedule 2 are registered (and time being of the essence).

60. Home Building Act 1989

The purchaser acknowledges that no residential building work is done by or on behalf of the vendor under this contract.

61. FIRB Approval

- 61.1 Subject to clause 61.2, the purchaser warrants to the vendor:
 - (a) it is not a Foreign Person; and
 - (b) the Treasurer cannot prohibit and has not prohibited the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975* (Cth).
- 61.2 If the purchaser is a Foreign Person, on or before the date of the contract (or another date nominated by the vendor), the purchaser must:
 - (a) inform the vendor of that fact; and

- (b) make an application to the Treasurer for approval for the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975* (Cth) and to keep the vendor informed of the progress of the application.
- 61.3 If the purchaser is unable to obtain the approval of the Treasurer within 42 days from the date of this contract, either party may rescind this contract by notice in writing to the other by no later than the date being 49 days from the date of this contract and in which case Standard Form clause 19 will apply. Time is of the essence in respect of either party's right to rescind under this clause.
- 61.4 The purchaser agrees its promise in clauses 61.1 or 61.2, as applicable, is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

62. GST - General

- 62.1 The price includes GST.
- 62.2 The vendor and purchaser agree to utilise the margin scheme in paying GST in respect of the taxable supply under this contract.
- 62.3 The vendor acknowledges and undertakes to the purchaser that the vendor must pay all GST which becomes payable in respect of any taxable supply (as defined in the GST Act).
- 62.4 The purchaser agrees that:
 - (a) the purchaser will not be entitled to claim an input tax credit in respect of the GST payable by the vendor; and
 - (b) the vendor is not required to give the purchaser a tax invoice.
- 62.5 Subject to any requirement under the GST Act, the purchaser agrees the vendor is not liable to disclose the basis upon which it calculates its GST liability on this sale.
- 62.6 The purchaser acknowledges that changes may be made to the GST Act to alter the manner in which the GST payable in respect of the price is paid under this contract and the purchaser agrees to comply with all reasonable directions of the vendor in respect of that payment in accordance with the GST Act provided that the price is not increased as a result of that compliance.

63. Guarantee and indemnity

- 63.1 The Guarantor gives the guarantee and indemnity in Schedule 6.
- 63.2 If the purchaser is a company which is not listed on the Australian Stock Exchange, then the purchaser must procure that the directors of that company give the guarantee and indemnity in Schedule 6.

64. No Caveat by purchaser

The purchaser must not lodge a caveat for recording on any folio of the certificate of title for the property or the Development Site.

65. Stamp duty

65.1 The purchaser must pay all stamp duty, including but not limited to:

- (a) fines and penalties relating to this contract;
- (b) an instrument entered into under this contract; and
- (c) a transaction evidenced by this contract.

65.2 The purchaser indemnifies on demand the vendor against a liability for stamp duty.

66. Entire agreement

66.1 This contract constitutes the entire agreement of the parties about the sale of the property.

66.2 This contract supersedes all previous agreements, understandings and negotiations on the sale of the property.

66.3 This contract may be amended or varied by written memorandum signed by both the vendor and purchaser.

67. Draft documents

A reference in this contract to a draft document is a reference to the copy of the document of that name attached to this contract.

68. Certain provisions apply after completion

The provisions of this contract that are intended to have application after completion continue to apply despite completion.

69. Exercise of certain rights to rescind

If a right to rescind given by a clause is not exercised within the period specified for its exercise it may not be exercised.

70. Expert Determinator

- 70.1 If a disagreement under this contract is referred to an Expert Determinator, then:
- (a) the Expert Determinator acts as an expert and not as an arbitrator;
 - (b) the Expert Determinator's decision is final, conclusive and binding on the parties; and
 - (c) the costs of the determination are to be paid as the Expert Determinator decides but if the Expert Determinator does not make a decision about costs, then they are to be paid by the party against whom the Expert Determinator's decision is made or if there is no such party, by the parties equally.

71. Governing law, jurisdiction and service of process

- 71.1 This contract is governed by the law enforced in New South Wales.
- 71.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum and that both courts do not have jurisdiction.
- 71.3 Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

72. Part IV Conveyancing Act 1919

- 72.1 The purchaser acknowledges the specific disclosure by the vendor in the Certificate of the environmental planning instrument affecting the property and that the purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the Development Site contained in those instruments.
- 72.2 Where the information, express or implied, contained in the Certificate is inconsistent with the disclosures in this clause, the disclosures in this clause prevail to the extent of the inconsistency.
- 72.3 The purchaser may not, subject to anything to the contrary in Part IV of the Act, make any objection, requisition or claim, delay completion or rescind or terminate because of anything referred to in the Certificate.
- 72.4 If the purchaser makes any claim that this contract does not comply with the requirements of Part IV of the Act the purchaser bears the onus of establishing that this contract does not comply with the requirements.

73. Requisitions on title

The purchaser acknowledge and agree that the purchaser are not permitted to make or otherwise raise requisitions.

74. Vendor's additional disclosure regarding Planning Certificates

- 74.1 For the purposes of this clause, **Planning Certificate** means the Certificate issued pursuant to Section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW) attached to this contract.
- 74.2 The vendor discloses that, as provided under the *Contaminated Land Management Act 1997* (NSW) as from 1 September 2009 the Planning Certificates should specify:
- (a) whether the land is significantly contaminated land;
 - (b) whether the land is subject to a management order;
 - (c) whether the land is the subject of an approved voluntary management proposal;
 - (d) whether the land is subject to an ongoing maintenance order; and
 - (e) whether the land is the subject of a site audit statement.
 - (f) The purchaser agrees to accept the Planning Certificates in the form as attached to this contract and acknowledges that it must rely on its own enquiries in relation to whether or not the matters referred to in clause 74.2 apply to the property.
 - (g) The purchaser agrees to accept the Planning Certificates in the form as attached to this contract and acknowledges that it must rely on its own enquiries in relation to whether or not the matters referred to in clause 74.2 apply to the property.
 - (h) The purchaser cannot make any requisition, claim or objection or delay completion rescind or terminate by reason of the disclosure contained in this clause 74.

75. Resale

- 75.1 Subject to clause 75.2, the purchaser warrants that it will not without the vendor's prior written consent:
- (a) advertise or offer to sell the property; or
 - (b) enter into, or purport to enter into, any contract, deed or agreement to sell the property (whether by way of contract for sale, call option, put option, put and call option, or any other arrangement),

to any other person before completion of this contract. This clause does not merge on completion.

75.2 The vendor will not withhold its consent to the purchaser provided the following conditions are satisfied by the purchaser:

- (a) any advertising or marketing material intended to be used for the sale of the property by the purchaser must be in accordance with the standard, quality and look of the advertising and marketing material used by the vendor for the sale of other lots in the Development;
- (b) copies of the proposed advertising and marketing material to be used by the purchaser must first submitted to the vendor for its prior written approval; and
- (c) the advertising, marketing and/or sale of the property must not be likely to detrimentally affect the vendor's sale of other lots in the Development.

76. GST Withholding

76.1 In this clause 76, words or expressions that are defined or used in the:

- (a) Withholding Law have the same meaning given to them in the Withholding Law;
- (b) GST Act have the same meaning given to them in the GST Act,

Unless the context suggests otherwise.

76.2 This clause 76 applies if this contract states Purchaser is required to make a GSTRW Payment (residential withholding payment).

76.3 In this clause, terms and expressions which have a defined meaning in the GST Act have the same meaning as in the GST Act.

76.4 Any reference to a party includes the representative member of a GST group of which that party is a member.

76.5 Unless the contrary intention appears:

- (a) ATO means the Australian Taxation Office.
- (b) Bank Cheque means a bank cheque made payable to the Commissioner of Taxation.
- (c) Lodgement References means both the lodgement reference number and payment reference number issued by the ATO following lodgement of Form 1.
- (d) Form 1 means a notification made to the ATO, in the approved form, advising that the Purchaser is required to make a Withholding Payment (currently known as the "GST property settlement withholding notification" form).
- (e) Form 2 means a notification made to the ATO, in the approved form, advising that the sale has completed (currently known as the "GST property settlement date confirmation" form).
- (f) Notice means a written notice that complies with section 14-255 in Schedule 1 of the Withholding Law and the associated regulations (if any).

- (g) PEXA means Property Exchange Australia Ltd, being an electronic lodgement network operator.
- (h) Withholding Date means the earliest date on which any part of the consideration (other than the deposit, if any) is to be paid or provided under this contract.
- (i) Withholding Law means Schedule 1 to the Taxation Administration Act 1953 (Cth).
- (j) Withholding Payment means a payment required under section 14-250 in Schedule 1 of the Withholding Law, including any payments made through the provision of a Bank Cheque to the Vendor or Vendor's solicitor.

76.6 The Purchaser will not breach this contract if any amounts of monetary consideration otherwise payable to the Vendor are reduced on account of the Purchaser making a Withholding Payment.

76.7 The Purchaser must at least 14 days prior to the Withholding Date:

- (a) lodge Form 1; and
- (b) provide the Vendor with written evidence of such lodgement, together with the Lodgement References.

76.8 If the Withholding Date is the date of Completion, the parties agree that the Purchaser must make the Withholding Payment to the ATO on Completion via PEXA.

76.9 If the Withholding Date is earlier than the date of Completion, the parties agree:

- (a) the Purchaser must provide to the Vendor's solicitor acting as their agent with a Bank Cheque for the amount of the Withholding Payment at the same time that the first part of the consideration (other than the deposit, if any) is to be paid or provided; and
- (b) the Vendor's solicitor must provide a letter of confirmation to the Purchaser for the Bank Cheque at that time.

76.10 If the Purchaser provides a Bank Cheque to the Vendor's solicitor in accordance with this clause 76, the Vendor or the Vendor's solicitor must pay that Bank Cheque to the ATO on the Purchaser's behalf within 7 days of receipt.

76.11 Immediately after Completion and in any event, by no later than 2 business thereafter, the Purchaser must:

- (a) lodge Form 2; and
- (b) provide to the Vendor's solicitor with written evidence of such lodgement.

76.12 If the Purchaser fails to lodge Form 2 within the time required by clause 76.11, then the Purchaser hereby irrevocably authorises the Vendor or the Vendor's solicitor to act as the Purchaser's agent to complete and lodge Form 2 on the Purchaser's behalf. If the Vendor's solicitor lodges Form 2 on behalf of the Purchaser, the Purchaser shall pay on demand the Vendor's legal fees in the sum of \$220.00 (including GST).

76.13 This clause does not merge on Completion.

76.14 Except as expressly set out in this clause 76, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

76.15 If the Property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act) and
- (b) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 business days before the date of Completion.

77. Electronic Completion

77.1 The parties acknowledge and agree that this is an Electronic Completion.

77.2 The parties agree that the Electronic Completion will be conducted in an Electronic Workspace created by the Vendor.

77.3 The Vendor must create an Electronic Workspace in relation to this transaction and must invite the Purchaser within a reasonable period prior to the Completion Date.

77.4 As soon as reasonably practicable after accepting an invitation from the Vendor to join the Electronic Workspace, the Purchaser must invite the Financial Institution (if any), who is to provide finance to the Purchaser in relation to its purchase of the Property, to join the Electronic Workspace.

77.5 Each party must:

- (a) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
- (b) do all things required to be done by the party in the Electronic Workspace to effect Electronic Settlement in accordance with this contract.

77.6 A party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.

77.7 In the event that the purchaser changes its Representative, the purchaser must:

- (a) ensure that the Purchaser's Representative immediately withdraws from the Electronic Workspace;
- (b) provide the Vendor with the contact details for the Purchaser's replacement Representative; and
- (c) ensure that the Purchaser's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.

- 77.8 Without limiting clause 77.6, the Vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 77.7.
- 77.9 The Vendor must nominate the Completion Time:
- (a) if the Property is a lot in a registered plan, as soon as reasonably practicable after the Vendor has created the Electronic Workspace; or
 - (b) if the Property is a lot in an unregistered plan, as soon as reasonably practicable after the title for the Property has been created.
- 77.10 If the parties cannot agree on the Completion Time, the Completion Time to be nominated in the Electronic Workspace is 12.00pm.
- 77.11 A party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Completion.
- 77.12 In respect of an Electronic Completion:
- (a) the Purchaser is taken to have complied with clause 4.1 of the Standard Form by preparing and Digitally Signing an electronic transfer in the Electronic Workspace at least 7 days before the Completion Date;
 - (b) the Vendor is taken to have complied with clause 16.1 of the Standard Form if, at settlement, the Electronic Workspace contains:
 - (i) the electronic transfer which has been Digitally Signed by the Vendor; and
 - (ii) any other electronic document which is required to be provided by the Vendor for the electronic lodgement of the transfer in the NSW Land Registry Services;
 - (c) clauses 16.5, 16.8, 16.11, 16.12 and 16.13 do not apply; and
 - (d) if there is any Access Device, the Purchaser may collect the Access Device from the Vendor or the Vendor's Representative (as applicable) after Completion.
- 77.13 The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser with the original certificate of title for the Property.
- 77.14 Completion occurs when the Electronic Workspace records that Financial Completion has occurred.
- 77.15 If Completion does not occur at the Completion Time, the parties must do all things reasonably necessary to effect Completion electronically on the same day or on the next business day.
- 77.16 No party is in default under this contract, if Completion does not occur at the Completion Time because a computer system operated by the NSW Land Registry Services, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Bank involved in the transaction is inoperative.
- 77.17 In the event that the computer system operated by the NSW Land Registry Services is inoperative at the Completion Time, the parties agree to proceed to Financial Completion

notwithstanding the unavailability of electronic lodgement with the NSW Land Registry Services.

77.18 Each party must pay its own fees and charges in connection with the Electronic Completion including any fees and charges payable to PEXA or the NSW Land Registry Services.

77.19 To the extent there is any inconsistency between this clause 77, the Standard Form and any other clause of this contract, this clause 77 prevails over the Standard Form and any other clause to the extent of the inconsistency.

77.20 In this clause 77:

Access Device means:

- (a) each key and security device which enables access to the Property; and
- (b) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

Completion Time means the time of day on the Completion Date when the Electronic Completion is to occur, as nominated in accordance with clause 77.9 or otherwise agreed by the parties.

Conveyancing Transactions has the meaning given to it in the ECNL.

Digitally Sign has the meaning given to it in the ECNL.

ECNL means the Electronic Conveyancing National Law (NSW) as enacted in New South Wales by the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW).

Electronic Completion means a settlement which is conducted using an ELN in accordance with the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

ELN has the same meaning given to it in the ECNL.

Financial Institution means a financial institution as defined in section 3 of the *Cheques Act 1986* (Cth).

Financial Completion means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the parties.

Participation Rules means the rules relating to the use of an ELN as determined by the registrar general under the *Real Property Act 1900* (NSW) pursuant to section 23 of the ECNL.

PEXA means Property Exchange Australia Ltd, being an electronic lodgement network operator.

Representative means a person who is either a legal practitioner or conveyancer and who has been appointed to act for a party in relation to transaction contemplated by this contract.

78. Foreign Resident Capital Gains Withholding

78.1 Definitions and interpretation

In this clause 78:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Tax Act have the same meaning in this clause 78 unless the context otherwise requires;
- (b) a reference to a section of the Tax Act is a reference to a section of Schedule 1 in the Tax Act unless otherwise expressed;
- (c) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Tax Act;
- (d) **Commissioner** means the Commissioner of Taxation;
- (e) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and
- (f) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Tax Act or an amount varied under section 14-235 of the Tax Act.

78.2 Application

This clause 78 applies if the purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Tax Act.

78.3 Vendor's status

The Vendor is a foreign resident for the purposes of this clause 78 unless the Vendor gives the purchaser a Clearance Certificate before Completion. The specified period in the Clearance Certificate must include the actual date of Completion.

78.4 Vendor's obligation

The Vendor must provide the Purchaser with the following items:

- (a) all necessary information that the Purchaser requires in order to comply with the Purchaser's obligation to pay the Withholding Amount under section 14-200 of the Tax Act. This information must be provided to the Purchaser within 5 business days after receiving a request from the Purchaser. For this purpose, the Vendor warrants that the information the Vendor provides is true and correct; and
- (b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Tax Act before Completion.

78.5 Withholding amount

- (a) If the Vendor fails to provide a Clearance Certificate to the Purchaser before Completion, the Purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the price payable to the Vendor at Completion (Balance Payable).
- (b) If the Balance Payable at Completion is less than the Withholding Amount, the Vendor must pay the difference to the Purchaser at Completion.

78.6 Purchaser's obligations

- (a) The Purchaser must:
 - (i) engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 78;
 - (ii) as soon as reasonably practicable after Completion, procure its Representative to:
 - (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 78;
 - (B) promptly provide the Vendor with proof of payment; and
 - (C) otherwise comply, or ensure compliance, with this clause 78,
 - (D) despite:
 - (E) any contrary instructions, other than from both the Purchaser and the Vendor in writing; and
 - (F) any other provision in this contract to the contrary.
- (b) The Representative will be taken to have complied with its obligations in clause 78.6(a) if in the case of Completion being conducted through the electronic conveyancing system:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

78.7 Penalties

The Purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the Vendor failing to pay the Purchaser the amount of any difference as required under clause 78.5.

Schedule 1

Disclosure Documents

Part 1

Copies of the following documents are **attached**:

1. Title Search for the lot comprising the Land;
2. Deposited Plan for the lot comprising the Land;
3. Dealings for the lot comprising the Land;
4. Certificate pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for the lot comprising the Land; and
5. Sewerage Diagram for the lot comprising the Land.

Part 2

The following documents are **attached**:

6. Draft Plan;
7. Draft Plan Instrument; and
8. Standard Requisitions.

Schedule 2

Documents to be Registered (clause 38)

Draft Plan

Draft Plan Instrument

Schedule 3

Sunset Date (clauses 35, 37 and 38)

Consent Sunset Date	30 September 2019
Acquisition Sunset Date	30 September 2019
Registration Sunset Date	30 June 2020

Schedule 4

Rates (clause 48)

Item 1	Council Rates:	\$1,400.00 per annum
Item 2	Water Rates:	\$230.00 per quarter
Item 3	Land Tax:	\$1,600.00 per annum

Schedule 5

Entries or Notations on Folios of the certificates of title for the property (clause 59)

1. Reservations and conditions in the Crown Grants.
2. Those notations referred to on the certificates of title for the Land.
3. Those easements, restrictions as to user, covenants, substations leases and any other encumbrances contemplated by this contract to be created.
4. Draft Plan Instrument.

Schedule 6

Guarantee and Indemnity (clause 62)

1. The Guarantor must execute this contract.
2. The Guarantor enters this contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the vendor agreeing to enter this contract at the request of the Guarantor.
3. The covenants, guarantees and indemnities in this Schedule 6 are severable.
4. The Guarantor unconditionally and irrevocably guarantees to the vendor:
 - (a) that the purchaser will pay to the vendor the balance of the price and every other amount that the purchaser must pay under this contract; and
 - (b) the performance of the purchaser's obligations.
5. The Guarantor indemnifies the vendor against a claim or action and cost relating to the purchaser's breach, default or attempted breach or default of its obligations.
6. This guarantee and indemnity:
 - (a) is a principal obligation;
 - (b) is irrevocable and remains in full force and effect until discharged; and
 - (c) binds the estates of each Guarantor.
7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.
8. The vendor may enforce this guarantee against the Guarantor without first exhausting a remedy that it may have against the purchaser.
9. The Guarantor must pay on demand any money due to the vendor that relates to the indemnity including but not limited to:
 - (a) the balance of the price;
 - (b) the adjustments due to the vendor on completion; and
 - (c) interest that the purchaser must pay to the vendor.
10. The Guarantor and the purchaser are jointly and severally liable to the vendor for:
 - (a) the purchaser's observance and performance of its obligations; and
 - (b) damage that the vendor incurs as a result of any one or more of:
 - (i) the purchaser's failure to observe and perform its obligations under this contract;

- (ii) its default under this contract; and
 - (iii) the vendor's termination of this contract.
- 11. The purchaser or the Guarantor must pay all money payable to the vendor and duly perform their several obligations before either may claim or receive the benefit of:
 - (a) a dividend or distribution of a person, liable jointly with the purchaser or the Guarantor, to the vendor;
 - (b) a payment out of the estate or assets of a person, liable jointly with the purchaser or the Guarantor, to the vendor; or
 - (c) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the purchaser or the Guarantor, to the vendor.
- 12. Clause 11 applies equally if the person is liable under a security for money that the purchaser or the Guarantor must pay.
- 13. The purchaser or the Guarantor must pay all money payable to the vendor and perform their several obligations before either may prove in competition with the vendor:
 - (a) in an estate; or
 - (b) in relation to an asset in a liquidation, winding up or bankruptcy.
- 14. Clause 13 only applies if the amount that the vendor is entitled to is reduced as a result.
- 15. Upon the written request of the vendor, the Guarantor must pay the vendor all expenses that the vendor incurs in respect of the vendor's exercise or attempted exercise of a right of the vendor under this Schedule 6.
- 16. The Guarantor's obligations are not affected if:
 - (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later avoided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
- 17. If the vendor assigns or transfers the benefit of this contract, then the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- 18. The obligations of the Guarantor under this Schedule 6 are not released, discharged or otherwise affected by:
 - (a) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;
 - (b) the grant of time, waiver, covenant not to sue or other indulgence;
 - (c) the release, including but not limited to a release as part of a novation, or discharge of a person;
 - (d) an arrangement, composition or compromise that a person enters into;

- (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (f) a variation of this contract including, but not limited to a variation in the date of completion;
- (g) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor in any way;
- (h) payment to the vendor, including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
- (i) the purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
- (j) a person being appointed in respect of the purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator.

Schedule 7

Representations (clause 51.3)

Nil

Index of Attachments

1. Title Search for the lot comprising the Land.
2. Deposited Plan for the lot comprising the Land.
3. Dealings for the lot comprising the Land.
4. Certificate pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for the lot comprising the Land.
5. Sewerage Diagram for the lot comprising the Land.
6. Draft Plan.
7. Draft Plan Instrument.
8. Standard Requisitions.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 50B/8979

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
19/8/2016	10:09 PM	3	10/8/2012

LAND

LOT 50B IN DEPOSITED PLAN 8979
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP8979

FIRST SCHEDULE

MARTIN RENDARIC (ND AG849194)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B132927 COVENANT
- 3 9564700 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
- 4 AH167435 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 19/8/2016

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

DP8979 (E)

PLAN

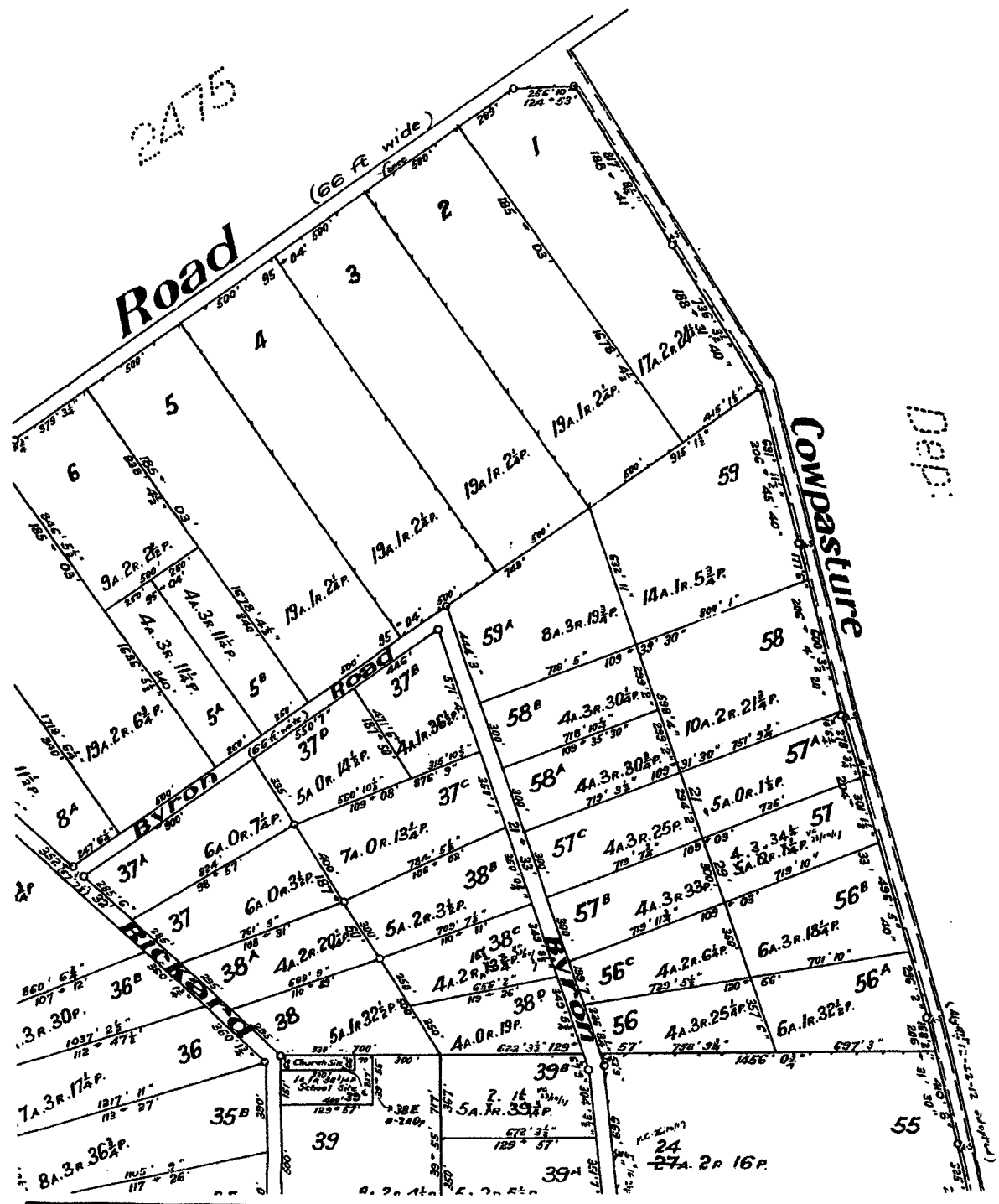
OF PART OF _____

ESTATE _____

1 to 45 and 47 to 71 in Dep: Plan N° 8176 _____

_____ COUNTY OF CUMBERLAND _____

500 feet to an Inch _____



/Src:U



A.336731 21.9.17. DP 8979 (E)

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PLAN

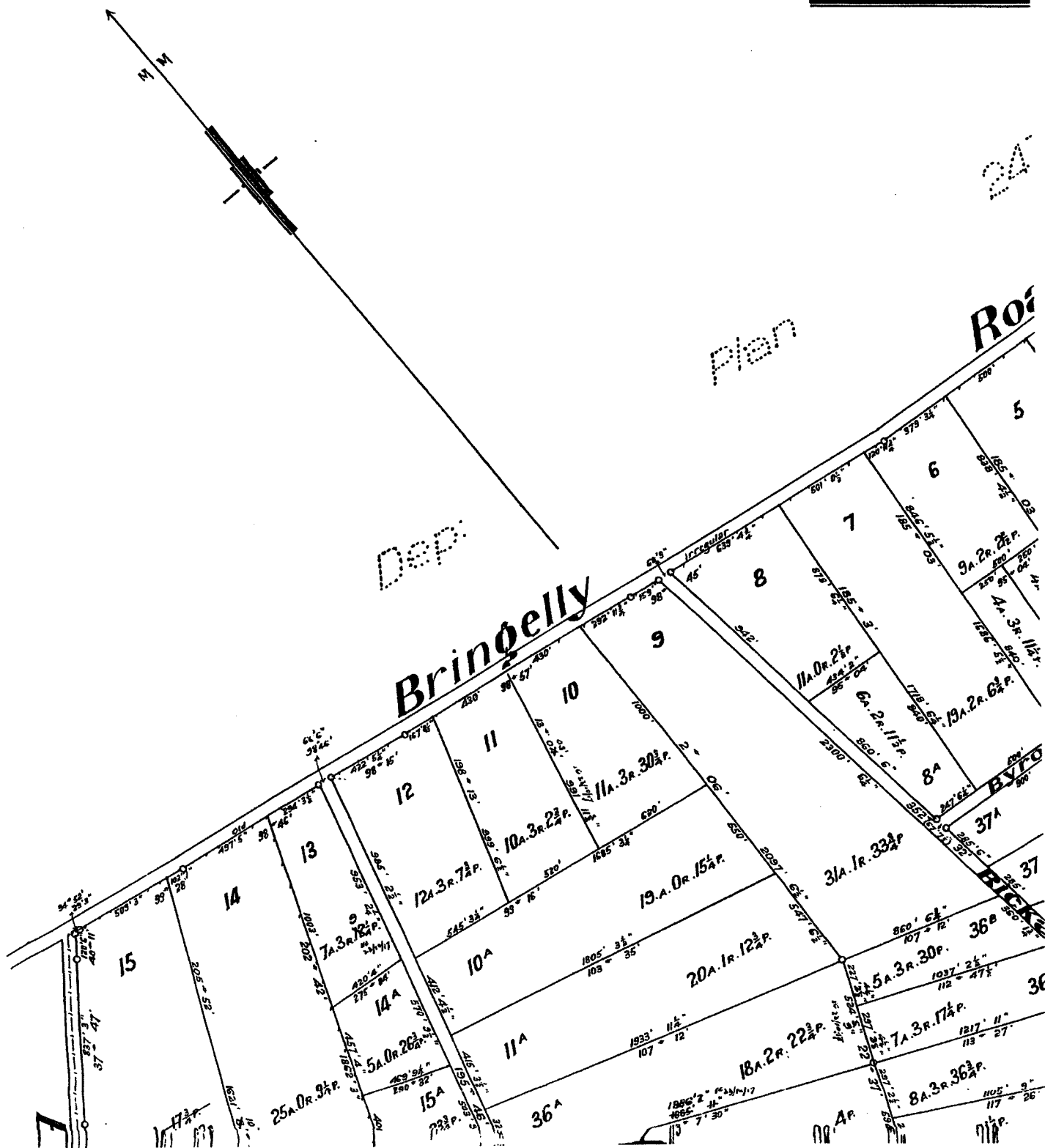
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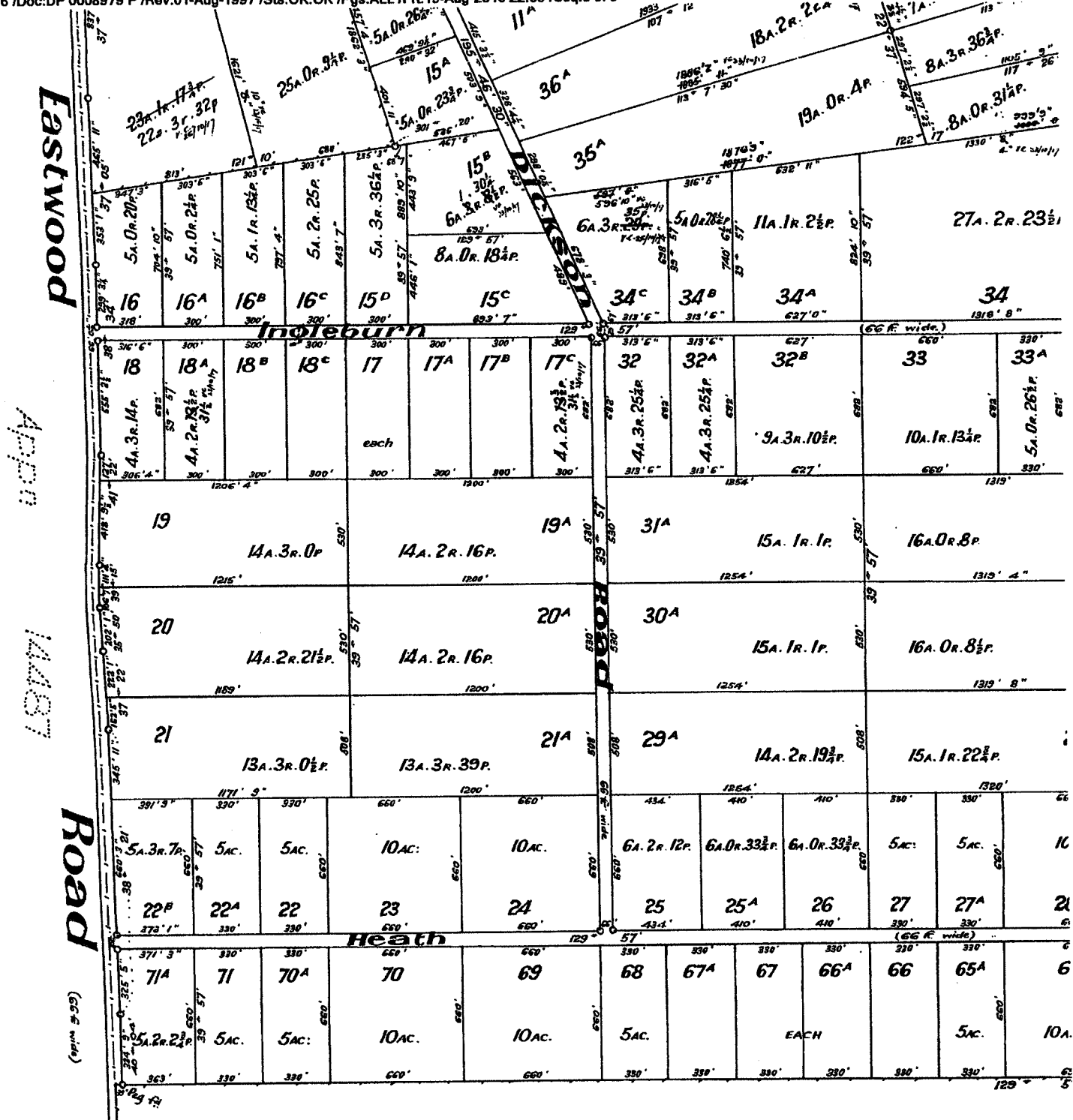
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being a re-subdivision of Lots 1 to 45 and 47

PARISH OF COOK COUNTY

Scale 500 feet to a





2 Dep: Pla

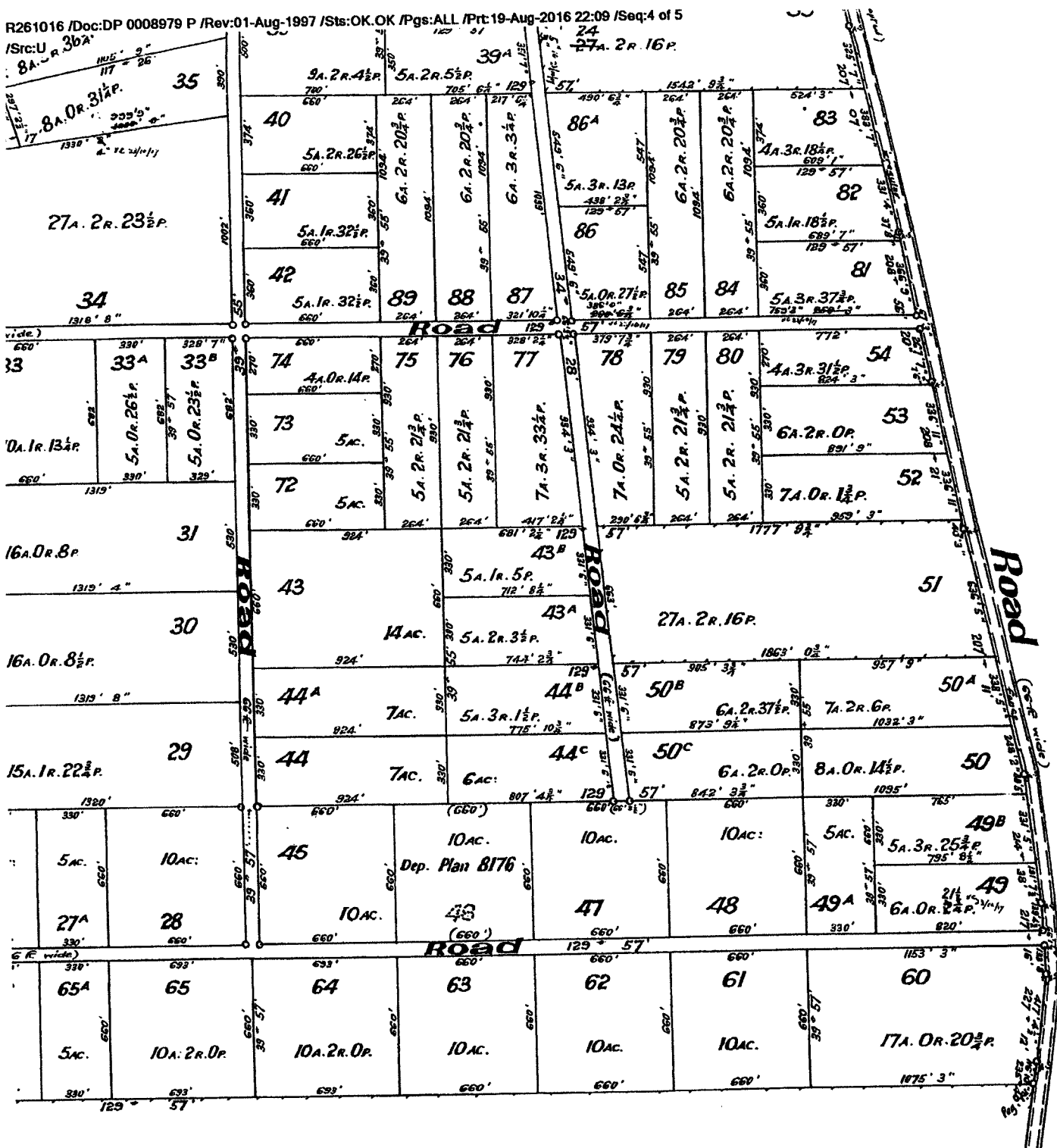
Note. All subdivision pegs of Dep: Plan 8176 were

Azimuth taken from Dep: Plan 8167
Date of Survey July 1917

Subscribed and declared before
Leuth day of c/19

[Signature]

DP8979[®]



Plan

5011

Plan 8176 were found

I Victor Cornfield of Sydney Licensed Surveyor specially licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown in this plan are correct for the purposes of the said Act and that the survey of the land to which the plan relates has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900

and declared before me at Sydney this
 day of *August* 1917

Victor Cornfield

Licensed Surveyor.

DP 8979^(E)

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

AC	RD	P	HA
18	3	7 3/4	5.179
13	5	1/2	5.566
13	3	89	5.666
15	-	-	5.666
14	1	5 3/4	5.761
14	2	15 3/4	5.9
14	2	13 3/4	5.916
14	2	81 1/2	5.926
14	5	-	5.979
13	1	12 3/4	6.179
12	1	28 3/4	6.329
16	-	8 1/2	6.495
16	-	20 3/4	6.495
17	2	28 1/2	6.532
18	2	12 1/2	7.444
18	2	32 3/4	7.544
19	-	15 1/4	7.699
19	-	15 1/4	7.726
19	1	2 1/4	7.795
19	1	2.55	7.797
19	1	6 3/4	7.9
20	3	12 3/4	8.227
22	3	12	8.266
24	2	16	8.595
25	-	3 1/4	10.13
25	-	9 1/4	10.17
27	2	16	11.19
27	2	16	11.19
31	1	33 3/4	11.75

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MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



B132927A

N.S.W. REALTY CO. LIMITED

not not be disclosed
infer)date, strike out "in
and interline the
alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of TWO HUNDRED AND THIRTY SIX POUNDS FOURTEEN SHILLINGS AND SIXPENCE
(£236/14/6) (the receipt whereof is hereby acknowledged) paid to it by

HERBERT FRANKLIN MILLS of Ryde Carrier.

B132927

(herein called transferee)

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to be transferred.
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annexed hereto, or
the residue of the
certificate (or grant)
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short note will suffice.

do hereby transfer to the said transferee

ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Cook	Part being Lots number Fifty (50) fifty A (50a) and Fifty B (50b) of the Raby Estate as shown on Deposited Plan number 8979	3135	165

~~And the transferee covenants with the transferor~~

AND the Transferee hereby for himself his executors, administrators and assigns and
so as to bind, not only himself his executors, administrators and assigns but also the said
piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants
thereof COVENANTS with the said Company and its assigns that the Transferee
executors, administrators or assigns shall not erect or permit to be erected on the said land any main
building of less value than—

AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement
boarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND
DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8979 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

cutted within the State
strument should be
or acknowledged by
egistrar-General
ty Registrar-General
ary Public, a J.P. or
missioner for Affidavits,
om the Transferee is
a, otherwise the attest-
itness must appear
e one of the above func-
ries to make a declara-
n the annexed form.
struments executed
here, see page 2.

at attestation if
sary.

e Transferrer or Trans-
e signs by a mark, the
station must state "that
strument was read over
explained to him, and
he appeared fully to
rstand the same."

Signed at
THE COMMON SEAL of N.S.W. REALTY
Signed in my presence by the transferor
CO. LIMITED was hereto affixed.
by JAMES BENNETT RICKARD this
who is PERSONALLY KNOWN TO ME
Twenty-fifth day of September 1924
in the presence of:

Signed

the

day of

J. Rickard

Transferor

J. G. Rowe

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

J. G. Rowe

Clerk to

Osmond A. Rowe

I Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act.

H. Mills

Transferee.

If signed by virtue of any power of attorney, the original power must be registered and produced with each dealing, and the memorandum of non-revocation on page 2
signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a
penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being
verified by signature or initials in the margin, or noticed in the attestation.

Ref: /Src: U

CONSENT OF THE MORTGAGEE.

The City Mutual Life Assurance Society, Limited, Mortgagee under Mortgage No. 828493
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.
The above is the true and correct copy of the original as shown to me by the said Mortgagee.
Signed in my presence by *[Signature]*
who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at *the* day of 192

Signed at the place and on the date above-mentioned, in the presence of—

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres *roads* perches.

Lot 50, 50a & 50b, D.P. 8979

(Subject to covenants)

Shire

Municipality *Nepier*

Parish *Cook*

County

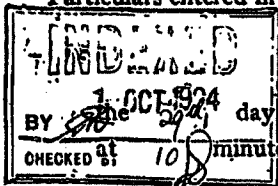
Herbert Franklin Mills Transferee.

DOCUMENTS LODGED HERewith.

To be filled in by person lodging dealing.

Nature	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. 3/35 Fol. 165



pt 2 o'clock in the afternoon.

Registrar General

B 132927

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	<i>CP</i>	<i>1 OCT 1924</i>
Received from Records	<i>CP</i>	<i>20 OCT 1924</i>
Draft written	<i>CP</i>	<i>3.10.24</i>
Draft examined	<i>CP</i>	<i>3.10.24</i>
Diagram prepared	<i>CP</i>	<i>3.10.24</i>
Diagram examined	<i>CP</i>	<i>3.10.24</i>
Draft forwarded	<i>CP</i>	<i>7 OCT 1924</i>
Supt. of Engrossers		
Cancellation Clerk		
VOL. 3647	FOL. 162	
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: The Search People
GPO Box 1585
SYDNEY NSW 2001

Certificate number: 20194887
Receipt number: 2205392
Certificate issue date: 19/12/2019
Certificate fee: \$133.00
Applicant's reference: 2000N-36399
Property number: 101576

DESCRIPTION OF PROPERTY

Land Description: LOT: 50B DP: 8979
Address: 36 Byron Road LEPPINGTON 2179

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

LOCAL ENVIRONMENTAL PLANS (LEP'S)

The subject land is not within a Local Environmental Plan.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences) 2018

SEPP (Primary Production and Rural Development) 2019

Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1996)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

The subject land is not affected by an exhibited Draft Local Environmental Plan.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Exempt and Complying Development Codes) 2008 Amendment (Proposed Housekeeping Amendments)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

DEVELOPMENT CONTROL PLANS

Camden Growth Centre Precincts Development Control Plan, as amended

2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. R2 LOW DENSITY RESIDENTIAL

CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for the housing needs of the community within a low density residential environment.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To allow people to carry out a reasonable range of activities from their homes where such activities are not likely to adversely affect the living environment of neighbours.
- * To support the well-being of the community by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.
- * To provide a diverse range of housing types to meet community housing needs within a low density residential environment.

B. Permitted without consent

Home-based child care; Home occupations

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental Facilities; Environmental protection; works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas;

Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)

D. Prohibited

Any development not specified in item B or C.

e. Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed

R2 Low Density Residential: Clause 4.1AB of Camden Growth Centres Precinct Plan fixes a minimum 300m² for the erection of a dwelling house, however exceptions apply in circumstances as specified under clauses 4.1AD, 4.1AE and 4.1AF for minimum land dimensions of 250m² and minimum 200m².

f. Whether the land includes or comprises critical habitat

No.

g. Whether the land is in a conservation area (however described)

No.

h. Whether an item of environmental heritage (however described) is situated on the land.

No.

3. COMPLYING DEVELOPMENT

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

HOUSING CODE

Complying Development MAY be carried out on the land.

LOW RISE MEDIUM DENSITY HOUSING CODE

Complying Development MAY NOT be carried out on the land.

Note: It should be noted that the Low Rise Medium Density Housing Code does not apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 1 July 2020.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

Note: It should be noted that the Greenfield Housing Code does not apply to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

Note: This certificate only addresses the exclusions raised in clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of SEPP (Exempt and Complying Development Codes) 2008.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Not Applicable.

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

No.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSHFIRE

The land is not affected by the provisions of a Development Control Plan and by Planning for Bushfire Protection 2006 (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.

TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence or any other risk.

ACID SULPHATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

OTHER RISK

Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:

Council's policy 'Building in a Salinity Prone Environment' applies to the whole of the council area. The policy includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. A copy of the policy is available on Council's website.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.

The subject land is not affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

- (b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

The subject land is not affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

9. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land

Camden Growth Areas Contributions Plan - Leppington Precinct and Leppington North Precinct

9A. BIO-DIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

The subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remains in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information please visit:

www.camden.nsw.gov.au/environment/biodiversity

10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

11. BUSH FIRE PRONE LAND

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

None of the land is shown to be bushfire prone land in Council's records.

12. PROPERTY VEGETATION PLANS

If the land is land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No.

14. DIRECTIONS UNDER PART 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies.

- (a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

- (b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

It is the responsibility of the person who benefits from a development consent to ascertain the validity of the development consent within the meaning of section 4.19 and section 4.53 of the Environmental Planning and Assessment Act 1979, as amended.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- (2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No.

18. PAPER SUBDIVISION INFORMATION

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

Is there a current site verification certificate, of which the council is aware, in respect of the land?

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

No.

20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No, not listed.
Contact NSW Fair Trading for more information.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of:

(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

There is no affected building notice the Council is aware that is in force in respect to this land

Note: The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1. Western Sydney Airport - Badgerys Creek

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

Further information on Western Sydney airport is available at www.westernsydneyairport.gov.au, or from the Commonwealth Department of Infrastructure and Regional Development at www.infrastructure.gov.au.

2. Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area.

A new State Environmental Planning Policy is also proposed to be created that will protect these corridors, once the alignments have been finalised.

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

Further information on the recommended corridor alignments and a Discussion Paper that explains the intended effects of the new State Environmental Planning Policy is available at www.transport.nsw.gov.au/corridors.

3. Miscellaneous Information

*** Coal Seam Gas Extraction:**

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

*** Western Sydney Airport - Obstacle Limitation Surface:**

The land is within the Obstacle Limitation Surface (OLS) established within a radius of approximately 15km of Western Sydney Airport, with potential height or development limitations to protect airport airspace.

Further information, including the height of the OLS at any point around the airport, is available on Western Sydney Airport website: <https://www.wsaco.com.au/about/airspace-protection-for-western-sydney-airport>

DISCLAIMER AND CAUTION

1. The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.
2. The information contained in this certificate **is accurate as at the date of this certificate.**

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Ron Moore
General Manager

Application: **9852076**
Your Ref: **78882817**

28th March 2018

Property: 36 BYRON RD, LEPPINGTON 2179
LOT 50B DP 8979

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

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

Yours sincerely

Customer Connections
Business Customer Services

NOTES :-

WATER SERVICING COORDINATOR: NORTH WESTERN SURVEYS Pty. Ltd.
1/11 ROMFORD ROAD, BLACKTOWN N.S.W. 2148
Ph: (02) 9831 2040

DESIGN: NORTH WESTERN SURVEYS Pty. Ltd.
1/11 ROMFORD ROAD, BLACKTOWN N.S.W. 2148
Ph: (02) 9831 2040

SURVEY: NORTH WESTERN SURVEYS Pty. Ltd.
1/11 ROMFORD ROAD, BLACKTOWN N.S.W. 2148
Ph: (02) 9831 2040

FOR: RESIDALE DEVELOPMENTS Pty Ltd
SUITE 605, LEVEL 6, 309 PITT STREET, SYDNEY. 2000.
Ph: 0488 668 182

ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH & SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS.

THE CONSTRUCTOR IS TO DETERMINE LEVELS & LOCATIONS OF SERVICES PRIOR TO CONSTRUCTION.

ALL LOTS WERE VACANT AT TIME OF SURVEY

ALL SURVEY MARKS ARE PEGS UNLESS OTHERWISE NOTED

THE CONSTRUCTOR IS TO VERIFY THE EXISTING INVERT LEVEL PRIOR TO CONSTRUCTION.
IF THE SURVEYED INVERT LEVEL DIFFERS FROM LEVELS INDICATED ON THE LONG SECTION
CONTACT NORTH WESTERN SURVEYS Pty. Ltd. ON (02) 9831 2040 IMMEDIATELY.

7 ALL STRUCTURES TO BE CONSTRUCTED TO PROPOSED FINISHED SURFACE LEVELS. THE
CONSTRUCTOR IS TO LIAISE WITH THE SITE SUPERINTENDENT TO VERIFY ALL FINAL LEVELS.

3 PIPES TO BE CONCRETE ENCASED (SUPPORT TYPE 12u) SHOWN ACCORDINGLY:

M.H.'s TO BE CONSTRUCTED IN ACCORDANCE WITH DTC DRAWING 2203 IN CONJUNCTION WITH DTC DRAWINGS 2000, 2220, 2221 & 2222.

0 DRAINAGE LIMITS ARE TO PROPOSED FINISHED SURFACE LEVELS

1 PROPERTY CONNECTION TO DTC-2120 SHOWN THUS:

2 MAINTENANCE SHAFTS TO BE APPROVED PREFABRICATED POLY TYPE. FOR DEFLECTIONS BETWEEN 150" & 210" APPROVED P.V.C. TYPES MAY BE USED IN LIEU.

3 SEWER ENDS NOT TO BE BACKFILLED UNTIL LOCATION & INVERT LEVEL HAVE BEEN OBSERVED
& APPROVAL TO BACKFILL RECEIVED FROM THE W.S.C.

4 BUILDING OVER/ADJACENT TO SEWER. CONDITIONS APPLY. REFER TO 'SYDNEY WATER TAP IN THROUGH SWC WEBSITE (sydneywater.com.au).

5 ALL LEVELS ELECTRONICALLY GENERATED. NO LEVEL BOOK AVAILABLE

6 THE PROPOSED WORKS AS DETAILED HERE ON MUST BE CONSTRUCTED IN ACCORDANCE WITH THE SEWERAGE CODE OF AUSTRALIA – WSA 02–2002–2.2 SYDNEY WATER EDITION Ver. 4 (2012) & THE SYDNEY WATER TECHNICAL SPECIFICATION FOR LEAK TIGHT SEWER DATED 8 DECEMBER 2015 (Ver. 8.1). WHERE CONFLICT EXISTS BETWEEN THE CODE AND THE SPECIFICATION, THE SPECIFICATION PREVAILS. THE CONSTRUCTOR MUST HAVE A COPY OF THESE DOCUMENTS ON SITE AT ALL TIMES.

7 THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE SEWERAGE CODE OF AUSTRALIA (CLAUSE 22.3.4.4) ARE:

TRAFFICABLE:
PIPE EMBEDMENT ZONE: NIL TESTS TRENCH FILL ZONE: NIL TESTS (SEE NOTE 18)

NON-TRAFFICABLE:
PIPE EMBEDMENT ZONE: 9 TESTS TRENCH FILL ZONE: 9 TESTS / 900mm LAYER

MAINTENANCE STRUCTURES:
1 TEST / 1m LAYER WITHIN 300mm OF EACH M.H. OR M.S.

8 ALL ROAD CROSSINGS TO BE 20:1 STABILISED SAND CEMENT BACK FILL

9 PIPE JOINING METHOD TO BE EITHER RUBBER RING JOINED OR SOLVENT CEMENT WELDED
(REFER SECTION 10.6 IN SEWERAGE CODE OF AUSTRALIA WS02-2002).



00	PRELIMINARY ISSUE	C.F.	1/11/17
No.	AMENDMENT DESCRIPTION	BY	DATE

<p>PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS SYDNEY WATER CORPORATION</p>	UTILITIES					
	TYPE	DATE	REF.	TYPE	DATE	REF.
<p>PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :-</p>						
<p>DIAL BEFORE YOU DIG Ph. 1100</p>						
<p>ELECTRICITY Ph.</p>						
<p>GAS Ph.</p>						
<p>TELECOMMUNICATIONS Ph.</p>						
<p>GIVING AT LEAST 48 HOURS NOTICE</p>						


WORK AS CONSTRUCTED CERTIFICATION	
DEVELOPER	
WATER SERVICE CO-ORDINATOR	
CONSTRUCTOR	
COMPLETED	W.A.C. PREPARED
DESIGNER	
I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS.	

PIPE SCHEDULE				
SIZE DN	TYPE	CLASS	LENGTH	PIPE JOINING METHOD / NOTES
150	u.P.V.C.	SN8	924.79	SEE NOTE 19
DESIGN HEAD . . . m			NO BOUNDARY TRAPS REQUIRED.	

AUSTRALIAN HEIGHT DATUM


SCALES

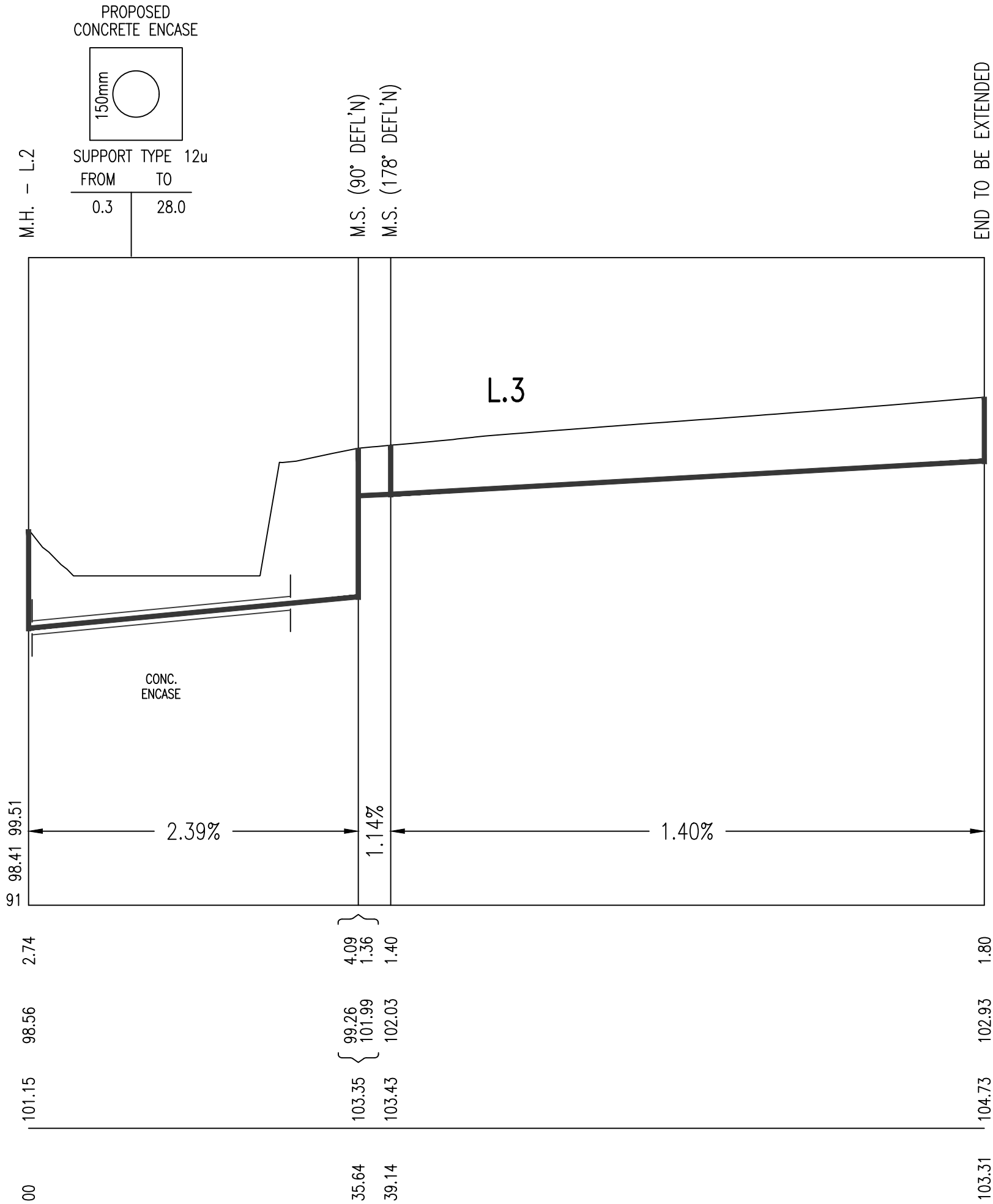
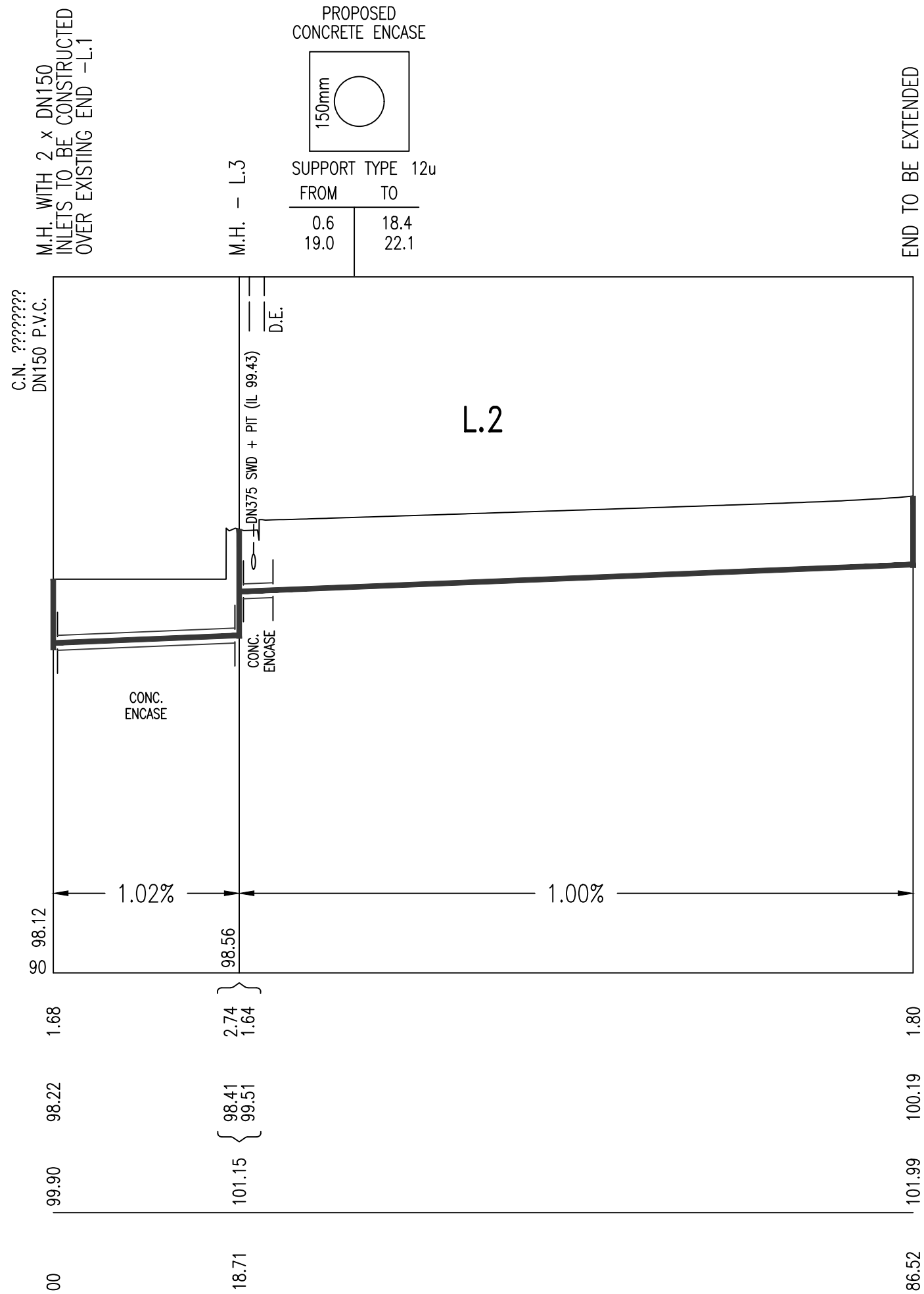
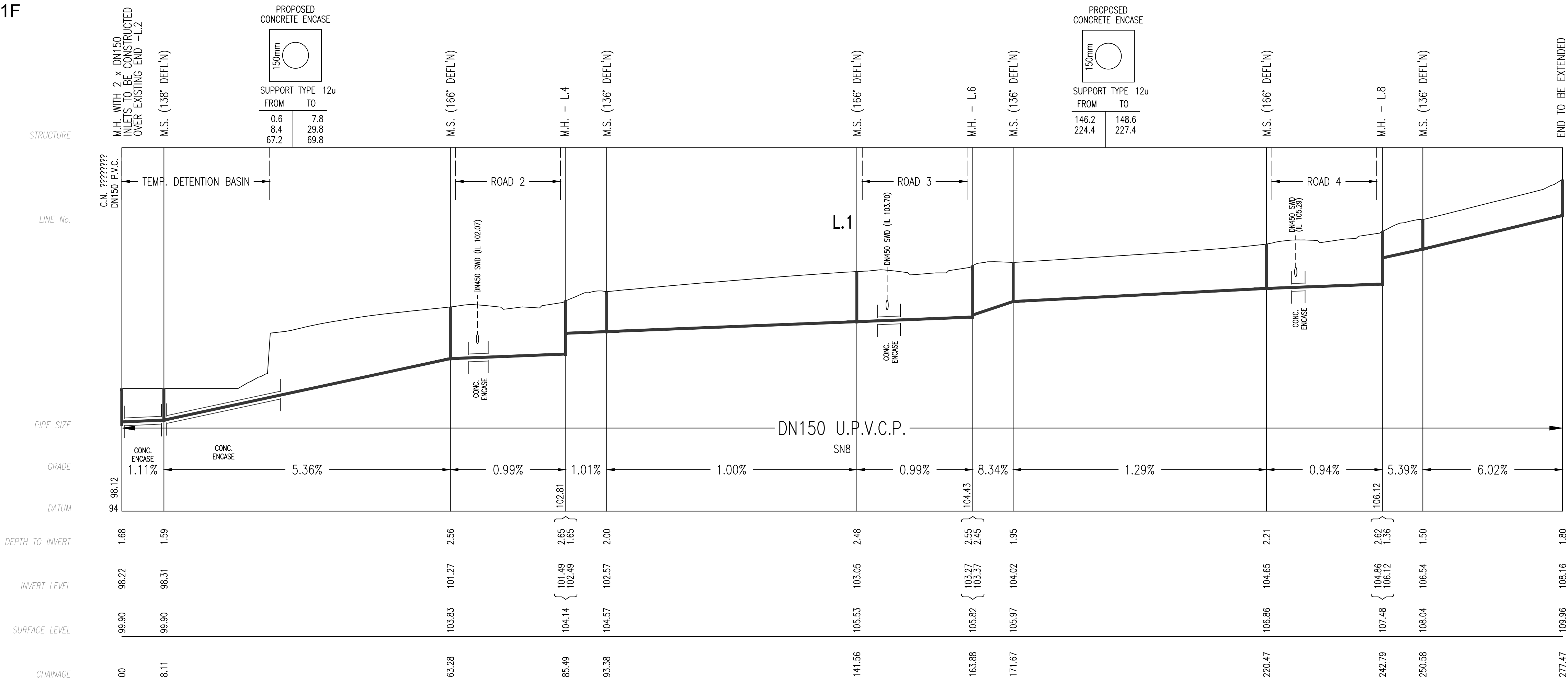
PLAN . . . 1:500 . . . SECTION { HOR. . . 1:500 .
 VERT. . . 1:125 .

CROSS SECTIONS . . .  . . . NATURAL

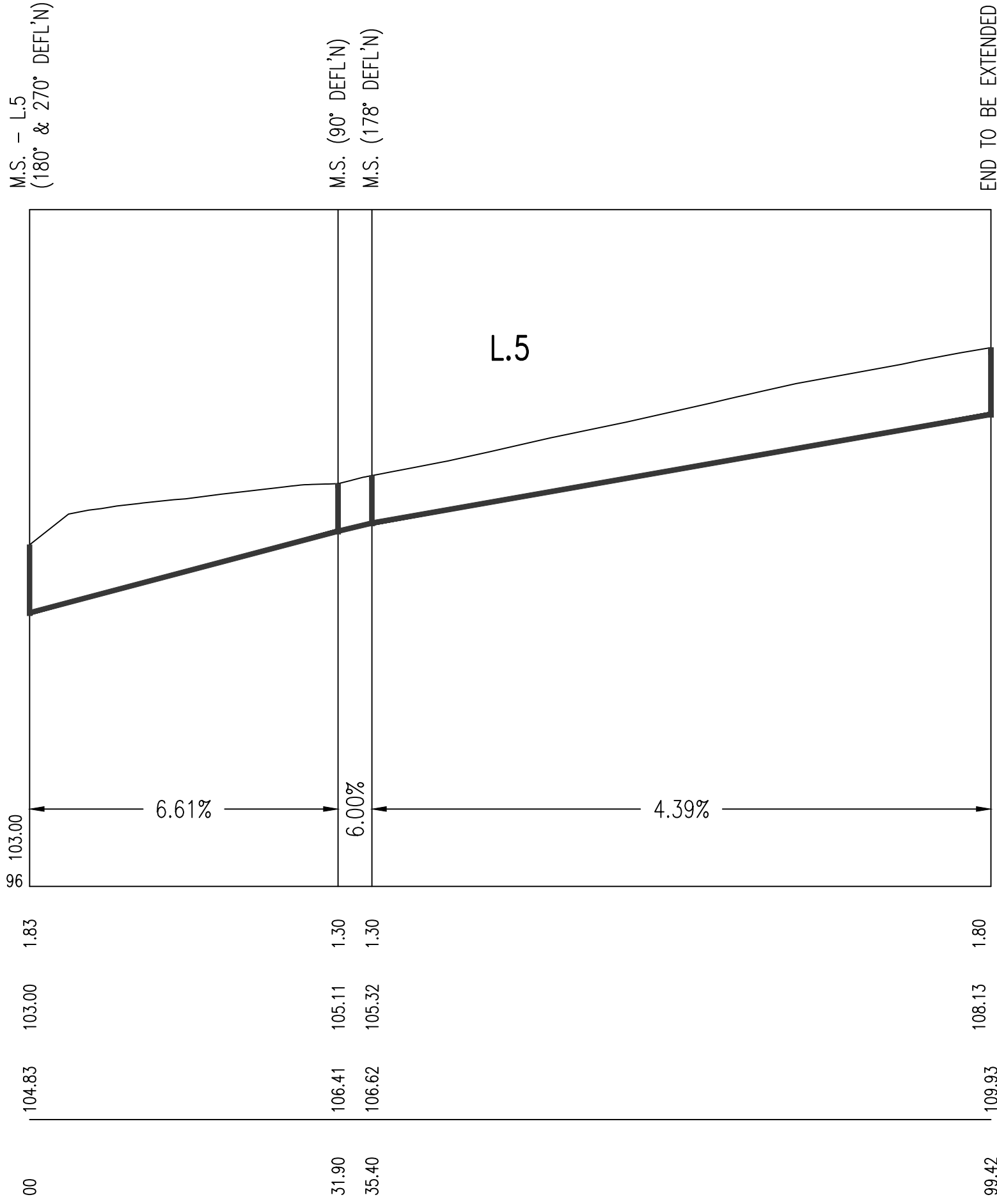
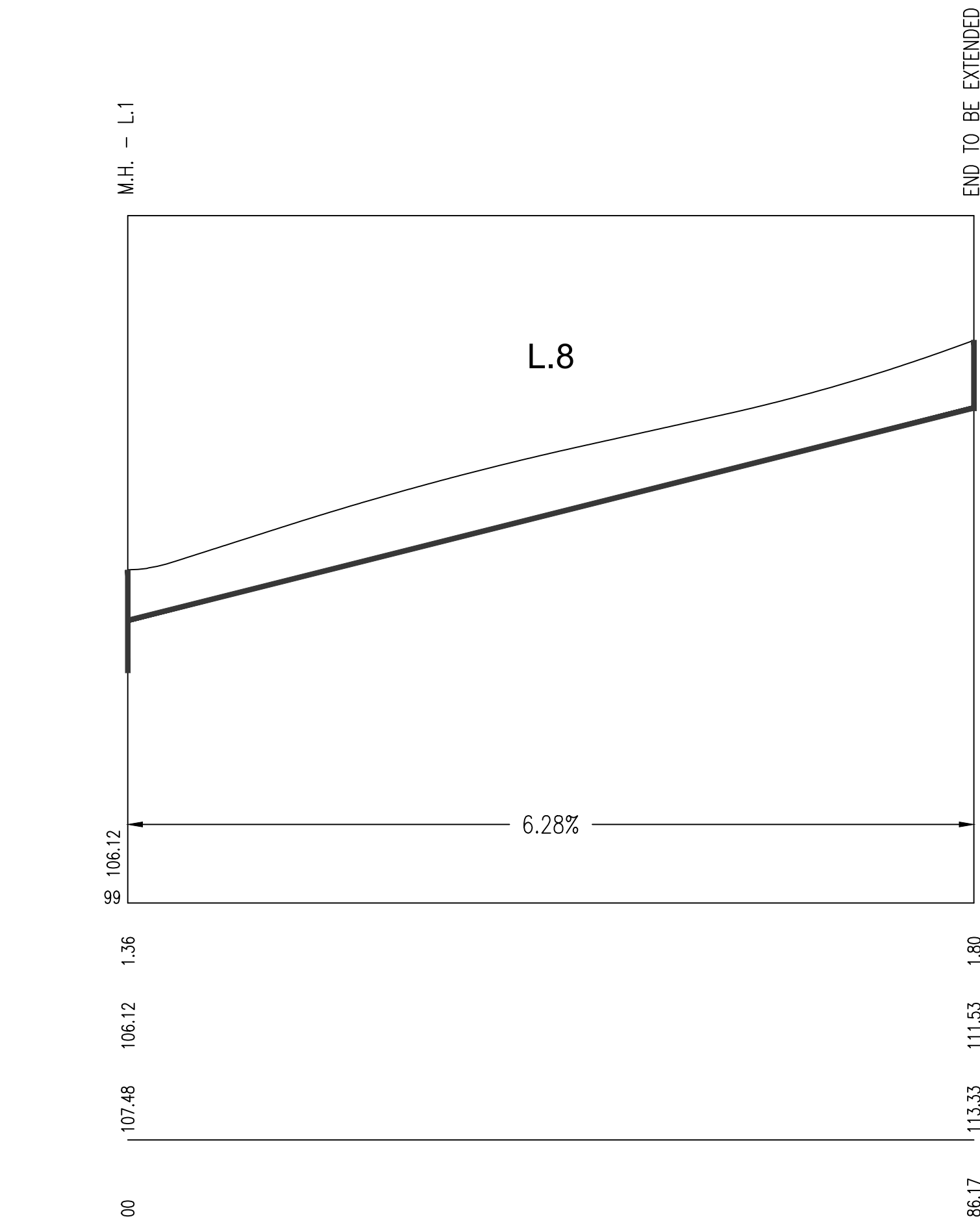
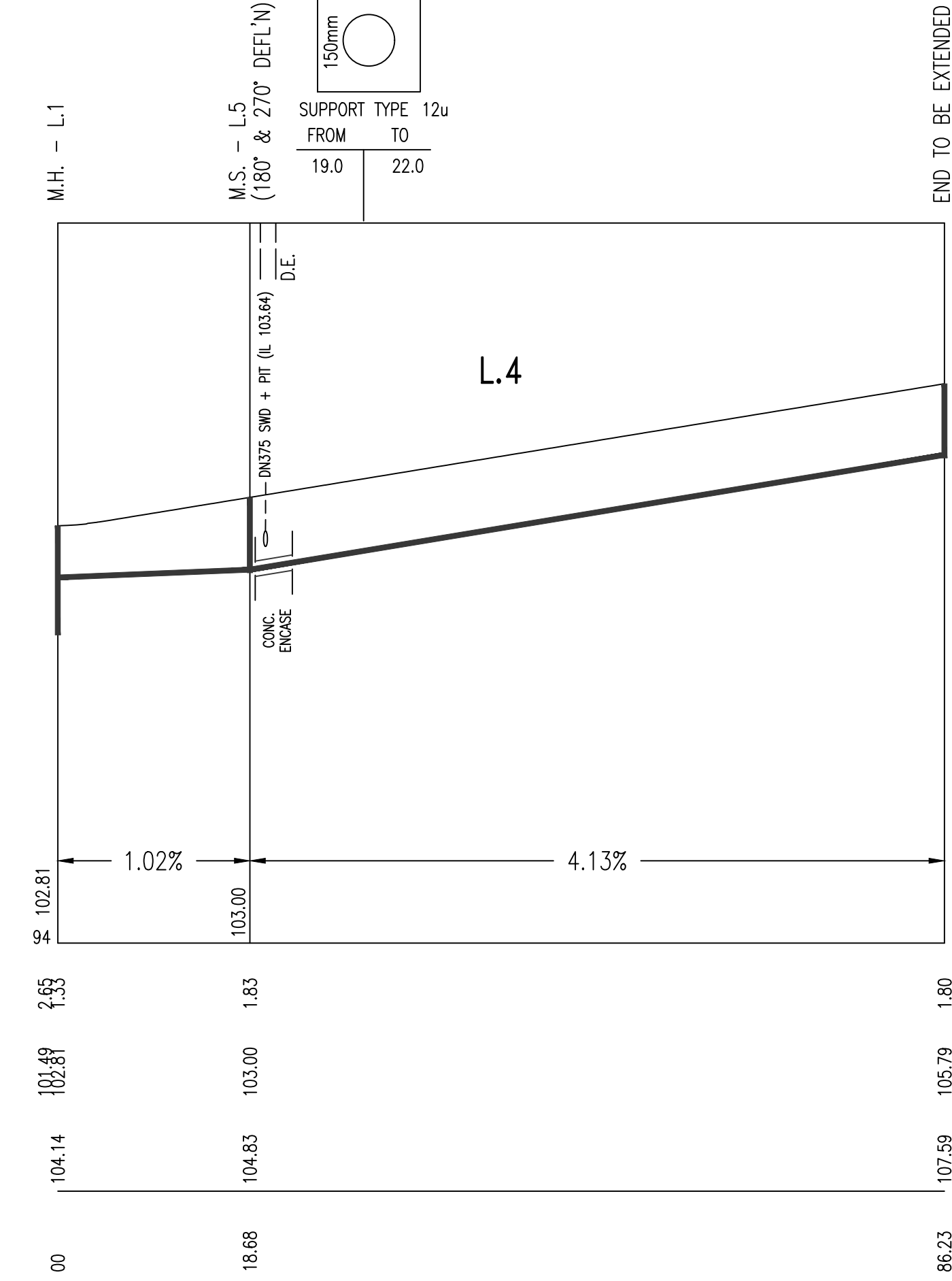
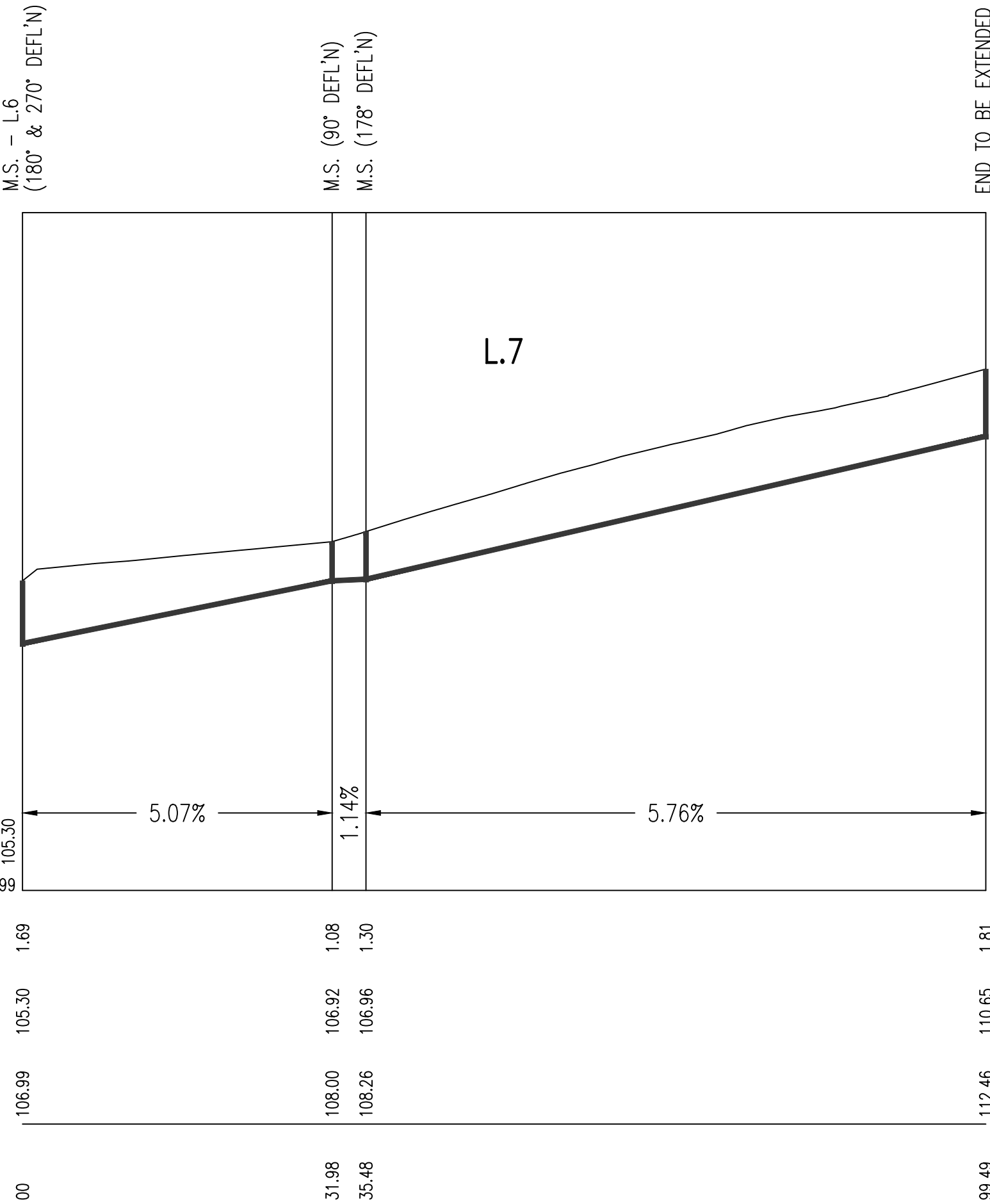
LENGTHS, DEPTHS & LEVELS ARE IN METRES.

NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER. THIS PLAN IS NOT NECESSARILY UP TO DATE OR CORRECT AND SYDNEY WATER ACCEPTS NO RESPONSIBILITY.	
U.B. DIRECTORY	286 G9 Dig. Ver.6
SHEET. 1. OF. ??	File No. N/A

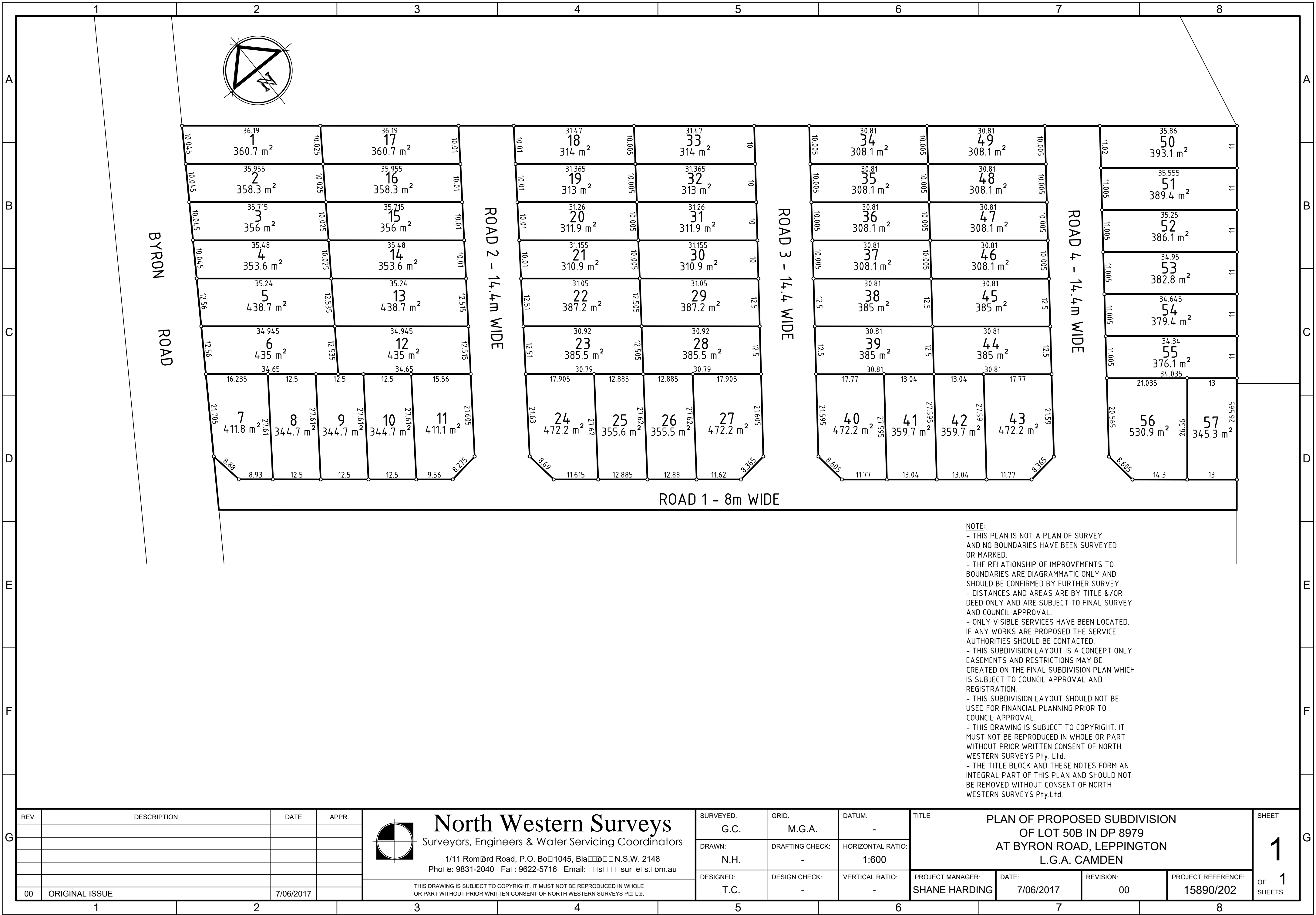
	SYDNEY WATER CORPORATION
Case No. 167784WW	
<p style="text-align: center;"> LIVERPOOL SEWERAGE DRAINS TO S.P.S 1183 BRINGELLY ROAD CARRIER LIVERPOOL S.T.W. </p>	



00		PRELIMINARY ISSUE	C.F.	1/11/17
No.		AMENDMENT DESCRIPTION	BY	DATE
WORK AS CONSTRUCTED CERTIFICATION		SYDNEY WATER CORPORATION		
DEVELOPER W.S.C.		Sydney WATER		
CONSTRUCTOR COMPLETED				
W.A.C. PREPARED		Case No. 167784WW	SHT 2 OF ?? SHTS.	
DESIGNER		SYDNEY WATER CORPORATION		
I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS		FOR DETAILS OF SERVICES SEE SHEET 1		



		00	PRELIMINARY ISSUE	C.F.	1/11/17
		No.	AMENDMENT DESCRIPTION	BY	DATE
WORK AS CONSTRUCTED CERTIFICATION			SYDNEY WATER CORPORATION		
<div>DEVELOPER W.S.C. CONSTRUCTOR COMPLETED W.A.C. PREPARED DESIGNER I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS</div>			<div>Sydney <u>WATER</u></div>		
			Case No. 167784WWW SHT 2 OF ?? SHTS.		
			SYDNEY WATER CORPORATION		
			FOR DETAILS OF SERVICES SEE SHEET 1		



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

Lengths are in metres

Sheet 1 of 13 sheets

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

**Full name and address of
the proprietor of the land:**

Residale Developments Pty Ltd
P.O. Box 7889
Baulkham Hills NSW 2153
ACN 606 708 507

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to Drain Water 1.5 Wide (A)	7	8, 9 & 12 - 17 inclusive
		8	9 & 12 -17 inclusive
		9	12 - 17 inclusive
		12	13 - 17 inclusive
		13	14 - 17 inclusive
		14	15 - 17 inclusive
		15	16 & 17
		16	17
		24	25, 26 & 28 - 33 incl.
		25	26 & 28 - 33 inclusive
		26	28 - 33 inclusive
		28	29 - 33 inclusive
		29	30 - 33 inclusive
		30	31, 32 & 33
		31	32 & 33
		32	33

Approved by Camden City Council.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED
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Lengths are in metres
sheets

Sheet 2 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

1.	Easement to Drain Water 1.5 wide (A) (continued)	40	41, 42 & 44 -49 incl.
		41	42 & 44 -49 inclusive
		42	44 - 49 inclusive.
		44	45 - 49 inclusive
		45	46 - 49 inclusive
		46	47 - 49 inclusive
		47	48 & 49 Inclusive
2.	Easement for Access, Maintenance & Overhang 0.9 Wide (F)	2	1
		3	2
		4	3
		5	4
		13	14
		14	15
		15	16
		16	17
		19	18
		20	19
		21	20
		22	21
		29	30
		30	31
		31	32
		32	33
		35	34
		36	35
		37	36

Approved by Camden Council City.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
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TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

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sheets

Sheet 3 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

2. (Continued)	Easement for Access, Maintenance & Overhang 0.9 Wide (F) (continued)	38 45 46 47 48	37 46 47 48 49
2.	Easement to Drain Water (Affects Whole of Lot (B)	7 & 8	Camden City Council
3.	Restriction on the Use of Land	Lots 1 to 57 Inclusive	Every other Lot
4.	Easement for Padmount Substation 2.75 Wide (C)	27 & 28	Endeavour Energy
5.	Restriction on the Use of Land (D)	27 & 28	Endeavour Energy
6.	Restriction on the Use of Land (E)	27 & 28	Endeavour Energy
7	Restriction on the Use of Land (B)	7 & 8	Camden City Council
8.	Positive Covenant	7 & 8	Camden City Council
9.	Right of Carriageway Variable Width (F)	18, 19, 34, 35, 50, & 51	Camden City Council

PART 2

Approved by Camden Council City.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
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TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres
sheets

Sheet 4 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

TERMS OF EASEMENT NUMBERED 1. IN THE ABOVEMENTIONED PLAN

- 1.1 The owner of the Lot benefitted may;
- (a) With prior reasonable notice give to the owner or the occupier of the lot burdened, use of the easement site (including the any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted or overhang structures within the easement site;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise be reasonably carried out from within the lot benefitted.
 - (b) Do anything reasonably necessary for that purpose including:
 - (c)
 - (i) Entering onto the lot burdened;
 - (ii) Taking anything onto the lot burdened for the works;
 - (iii) Erection of any temporary scaffolding;
 - (iii) Carrying out the necessary works.
- 1.2 In exercising the rights under this Clause 1, the owner of the lot benefitted must;
- (a) Ensure that all work done on the lot benefitted or overhang structures thereof is done properly and is carried out as quickly as practicable;
 - (b) Cause as little inconvenience to the owner and or occupier of the lot burdened;
 - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage.
- 1.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, cost, expense liability, claim, suits or other actions arising from the exercise of their rights under this easement.
- 1.4 the owner of the lot burdened must not place any obstruction/s within the easement site or erect any building or other structure of any kind on or over the easement site other than any eaves and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council.
- 1.5 the owner of the lot burdened and the owner of the lot benefitted acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access, Maintenance and Overhang and any dispute is a civil matter to be resolved by the relevant parties.
- 1.6 Any release, variation or modification of this Easement can only be done with the consent of Liverpool City Council. All costs incurred shall be borne by the applicant.

Approved by Camden Council City.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
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TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres
sheets

Sheet 5 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

TERMS OF EASEMENT NUMBERED 2. IN THE ABOVEMENTIONED PLAN

An easement in terms pursuant to Part 3 of Schedule 8 of the Conveyancing Act 1919
as amended

TERMS OF RESTRICTION NUMBERED 3. IN THE ABOVEMENTIONED PLAN

1. No residential building or buildings shall be erected on any lot burdened having a total floor area of less than 120 square metres for lots with an area between 375 square metres and 400 square metres, 160 square metres for lots with an area between 401 and 500 square metres inclusive and 200 square metres for lots with an area greater than 500 square metres exclusive of car accommodation, external landings and patios.
2. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
3. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
4. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials
5. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
6. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
7. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or Colourbond construction provided such Colourbond fence is of Surfmist, Shale Grey, Dune, Basalt or

Approved by Camden Council City.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
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TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres
sheets

Sheet 6 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

Woodland Grey colour only. No Colourbond fence shall be erected on any street frontage or within the front of the building setback line.

8. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
9. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of H.X 2516 Holdings Pty Limited or its successors in title or assigns.
10. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux, stamped or coloured concrete or pavers or as approved by H.X 2516 Holdings Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
11. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
12. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

TERMS OF EASEMENT NUMBERED 4 IN THE ABOVEMENTIONED PLAN

The terms of the easement for Padmount Substation as set out in memorandum number AK104621 registered at NSW Land Registration Services are incorporated into this document.

TERMS OF RESTRICTION NUMBERED 5 IN THE ABOVEMENTIONED PLAN

Approved by Camden Council City.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
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TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres
sheets

Sheet 7 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

1.0 Definitions:

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **restriction site** means that part of the lot burdened (designated (C) on the plan) subject to the restriction on the use of land.

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

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this

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

4.0 Lessee of Endeavour Energy's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Approved by Camden Council City.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
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TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres
sheets

Sheet 8 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

TERMS OF RESTRICTION NUMBERED 6 IN THE ABOVEMENTIONED PLAN

1.0 Definitions:

1.1 **erect** includes construct, install, build and maintain.

1.2 **restriction site** means that part of the lot burdened (designated (D) on the plan) subject to the restriction on the use of land.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Lessee of Endeavour Energy's Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

TERMS OF RESTRICTION NUMBERED 8 IN THE ABOVEMENTIONED PLAN

The Proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system.

Within the land so burdened without the prior written consent of Camden City Council.

Approved by Camden Council City.....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
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TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres
sheets

Sheet 9 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE ABOVEMENTIONED PLAN

1.1 The Registered Proprietor will:

- (a) Permit stormwater to be temporarily detained by the system.
- (b) Keep the system clean and free from silt, rubbish and debris.
- (c) Maintain and repair the system so that it functions in a safe and efficient manner.
- (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by Council.
- (e) Carry out the manner specified in a written notice issued by Council.
- (f) Not to make any alterations to the system or elements thereof without prior consent in writing of the Council.
- (g) Permit the Council or its authorized agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
- (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.

**TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE ABOVEMENTIONED PLAN
(continued)**

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorized agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the registered proprietor the cost of carrying out the work and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is distributed as little as possible.

**NAME OF PERSONS OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY
OR MODIFY THE TERMS OF THE RESTRICTION NUMBERED 2 IN THE ABOVEMENTIONED**

Approved by Camden Council City.....

Authorised Person

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

Lengths are in metres
sheets

Sheet 10 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

PLAN

RESIDALE DEVELOPMENTS PTY LTD

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE TERMS OF THE EASEMENTS NUMBERED 10 & 11, THE RESTRICTIONS NUMBERED
7 & 8 AND THE POSITIVE COVENANT NUMBERED 9 IN THE ABOVEMENTIONED PLAN**

CAMDEN CITY COUNCIL

**NAME OF PERSON OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY
OR MODIFY THE EASEMENT NUMBERED 4 AND RESTRICTIONS NUMBERED 5 & 6 IN THE
ABOVEMENTIONED PLAN**

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

SIGNATURES AND SEALS

Approved by Camden Council City.....

Authorised Person

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

Lengths are in metres
sheets

Sheet 11 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: Residale Developments Pty Ltd ACN 606 708 507

Authority: Section 127 Corporations Act 2001

.....
Signature of authorised person:

Mohammad Mohiuddin Bhuiyan

.....
Name of authorised person:

Office held: Director

.....
Signature of authorised person:

Zesmin Nahar

.....
Name of authorised person:

Office held: Secretary

SIGNATURES & SEALS (Continued)

Approved by Camden Council City.....

Authorised Person

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

Lengths are in metres
sheets

Sheet 12 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

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

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

Signature of witness:

Signature of attorney:

Name of witness:

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

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

Power of attorney:
Book 4727 No 524

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

Endeavour Energy reference:

Date of signature:

SIGNATURES AND SEALS (CONTINUED)

Approved by Camden Council City.....

Authorised Person

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

Lengths are in metres
sheets

Sheet 13 of 13

Plan:

Plan of Subdivision of Lot 50B in DP8979
Covered by Subdivision Certificate
No Dated.....

Signed for **Camden City Council**

.....
Name: (authorised officer)

.....
Position Held: (authorised officer)

.....
Signature: (authorised officer)

.....
Date:

.....
Name: (eligible witness)

.....
Occupation/Position Held: (eligible witness)

.....
Address: (eligible witness)

.....
Signature: (eligible witness)

Approved by Camden Council City.....

Authorised Person