

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 66144316	NSW DAN:
vendor's agent			Phone:
			Fax:
co-agent			Ref:
vendor	TCAP KELLY ST PTY LIMITED L16 5 Martin Place Sydney NSW 2000		
vendor's solicitor			Phone:
			Fax:
			Ref:
date for completion	35 days after the contract date	(clause 15)	Email:
land	(Address, plan details and title reference)		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor		witness
	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION 1066 Austral Green 66144316

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make an *GSTRW payment*
(residential withholding payment)

☐ NO ☒ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: Tcap Kelly St Pty Ltd

Supplier's ABN: 45 611 198 433

Supplier's GST branch number (if applicable):

Supplier's business address: Level 16, 5 Martin Place, Sydney NSW 2000

Supplier's email address: accounts@bhlgroup.com.au

Supplier's phone number: 02 9048 9888

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

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$ 29,400

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

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

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

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

List of Documents

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

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

SECTION 66W CERTIFICATE

I,
of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at _____ from TCAP KELLY ST PTY LIMITED to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for TCAP KELLY ST PTY LIMITED and am not employed in the legal practice of a solicitor acting for TCAP KELLY ST PTY LIMITED nor am I a member or employee of a firm of which a solicitor acting for TCAP KELLY ST PTY LIMITED is a member or employee; and
4. I have explained to _____ :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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*.

ADDITIONAL CONDITIONS

Additional Conditions forming part of the Contract for Sale of Land between:

(**“vendor”**)

and

(**“purchaser”**)

30. Amendments to Printed Conditions

The Printed Conditions shall be amended in the following manner:

- 30.1 Clause 1 – add the words “from any competent authority or adjoining owner” at the end of the definition of “work order”.
- 30.2 Clause 2.4 – delete the words “cash (up to \$2,000) or”
- 30.3 Clause 2.9 – where the deposit paid is less than 10% delete the words “parties equally” at the end of the third line and replace with the word “vendor”.
- 30.4 Clauses 3 and 6 are deleted
- 30.5 Clause 7.1.1 – the words “exceeds 5% of the price” is replaced by “exceeds 0.5% of the price”.
- 30.6 Clause 8.1.1 – delete the words “on reasonable grounds”.
- 30.7 Clause 10.1 – delete the word “substance” where appearing in clause 10.1.8 and 10.1.9 and replace with the word “existence”.
- 30.8 Clause 10.2 – add the words “make a claim, requisition” after the word “rescind”.
- 30.9 Clause 11 is deleted
- 30.10 Clause 14.8 – add the words “by any competent authority” after the word “started”.
- 30.11 Clause 16.5 - delete “plus another 20% of that fee”.
- 30.12 Clauses 16.8, 24.3.3 and 29 are deleted.

31. Governing law and jurisdiction

- 31.1 The Contract is governed by the laws of the State of New South Wales, Australia.
- 31.2 The parties irrevocably submit to the jurisdiction of the courts of New South Wales, Australia.

32. **Severability**

- 32.1 Unenforceability of a provision of this Contract does not affect the enforceability of any other provision.

33. **Written communications**

- 33.1 Any notice or other communication given under this Contract must be in writing, be legible and in English.

34. **Representations and warranties negated**

- 34.1 The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf, including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the Property.
- 34.2 The Purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution. The Purchaser further acknowledges that it has not been induced to enter into this Contract by any representation, verbal or otherwise, made by or on behalf of the Vendor which is not set out in this Contract.
- 34.3 The Purchaser further warrants it has sought independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract, the nature of the Property and the purpose for which the Property may be lawfully used.

35. **Completion date**

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

- 35.2 The parties agree that it is an essential term of this Contract that, if completion does not take place by the Completion Date the Purchaser must pay interest on the balance of purchase monies to the Vendor on completion at the rate of 10% per annum from and including the Completion Date up to and including the date of completion.
- 35.3 The parties agree that interest calculated at the rate referred to in Additional Condition 35.2 represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place in accordance with the provisions of this Contract.
- 35.4 Should the vendor issue a notice to complete, then the purchase will pay in addition to any other monies payable under this contract the sum of \$440.00 to the vendor's solicitor on completion as compensation for additional legal expenses incurred by the vendor for issuing such notice.

36. Liquidation, bankruptcy or death

- 36.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party in Law or in Equity had this condition not been included herein it is agreed that the Purchaser (and if more than one party then any one of them), being a Company prior to completion resolves to go into liquidation or has an application for its winding up filed, or enter into any scheme or arrangement with its creditors, or have a liquidator receiver or official manager of it appointed, or if a natural person die or become mentally ill or be declared bankrupt, then the Vendor may terminate the Contract and the provisions of clause 9 hereof shall apply as if the Purchaser had failed to comply with this Contract in an essential respect.

37. Selling agent

The Purchaser warrants that he has not been introduced to the Property or to the Vendor by any Estate Agent or employee of an Estate Agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional Condition shall not merge on completion.

38. Condition of Property

38.1 Land sold in present condition

38.1.1 Subject to s52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2017 (NSW) and to the provisions of this contract, the land and services to the land, if any, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent or patent and the Vendor are not required to make any alteration or repair to them.

38.1.2 The property including the furnishings, finishes and chattels is sold in its present state and condition including any defects latent or patent and the purchaser acknowledges that he is purchasing the property which has previously been lived in on the basis of his own inspections and enquiries and it is expressly agreed that the Purchaser shall make no objection, requisition, claim for compensation or delay settlement in respect thereto and the Vendor shall not be required to clean, remove rubbish, make any renovations, replacement or reparation thereto. This clause shall not merge on completion

38.1.3 The Vendor makes no warranty to the Purchaser about the existence or otherwise of any Contamination on the land or on any adjoining land and the Purchaser has relied on its own enquiries as to the existence or the presence of any Contamination or any other environmental affectation.

38.1.4 To the maximum extent permitted by law, the Purchaser releases the Vendor from all claims, demands, suits, judgments, costs and agrees not to make any claim or take any Action in respect of any Contamination affecting the land or any breach or non-compliance by the of any Environmental Law affecting the land.

38.1.5 The Purchaser agrees that from Completion it will comply with any work order, notice or order issued by any Authority requiring the Vendor or the Purchaser to remove, remediate or clean up any Contamination affecting or emanating from the land.

38.2 No Action

Subject to s52A of the Conveyancing Act 1919 (NSW) and the Conveyancing

(Sale of Land) Regulation 2017 (NSW), the Purchaser must not take any Action in respect of, or by reason of, any of the following matters:

- 38.2.1 The state of repair or condition of the land, fixtures, fittings or chattels;
- 38.2.2 The state of repair, condition or availability of any service to or on the land;
- 38.2.3 The presence or location of any sewer, sewer line, manhole or vent on the Land;
- 38.2.4 Any patent defect to the land; or any Contamination or other environmental damage to the land; or
- 38.2.5 Any Contamination or other environmental damage to the land.

38.3 Purchaser warranties

38.3.1 The Purchaser warrants with the Vendor that:

- A. it has inspected or has had adequate opportunity to inspect the land;
- B. it has relied entirely on its own inspection of, and its own enquiries and due diligence relating to, the land, including:
 - a. the use to which the land may be put (including any restrictions);
 - b. any financial return or income derived or to be derived from the land;
 - c. any services to the land;
 - d. any improvements on the land;
 - e. any fixtures, fittings or chattels passing with the land; and
 - f. all other inspections and enquiries which a prudent Purchaser would make in respect of the land;
- C. it has inspected or has had adequate opportunity to inspect the documents attached to this contract and any documents provided to the Purchaser in connection with the land;
- D. in entering into this contract and proceeding to Completion neither the Vendor nor any person on their behalf has made or given, nor has the Purchaser relied on any representation, warranty, promise or forecast including in any marketing material;
- E. the Purchaser has relied entirely on its own enquiries relating to the land; and

F. no other statements or representations:

- a. have induced or influenced it to enter into this contract or to agree to any or all of its terms;
- b. have been relied on by it in any way as being accurate for those purposes; or
- c. have been warranted to it as being true.

38.3.2 The Purchaser must not take any Action in respect any matter referred to in this clause 38.3.

38.4 S 10.7 Certificate

38.4.1 The Purchaser acknowledges the Vendor's disclosure in the annexed planning certificate issued under s 10.7 certificate of the Environmental Planning and Assessment Act 1979.

38.4.2 The Purchaser warrants it has satisfied itself in relation to:

- A. The manner in which the land is affected by any environmental planning instrument (actual or deemed) under the Environmental Planning and Assessment Act 1979 (as amended from time to time);
- B. Any restriction or prohibition whether statutory or otherwise relating to the zoning of the land or development on the land;
- C. The use to which the land may be put; and
- D. Any existing proposals for realignment, widening or siting of a road by any authority.

38.4.3 The Purchaser must not take any action including delay settlement by reason of any matter referred to in this clause 38.4.

38.5 Reports

Subject to s52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2017 (NSW), the Purchaser agrees that the Vendor is not required to provide the Purchaser with a survey report or building certificate for the land and the Purchaser must not take any action on account of any matter or thing that may have been disclosed in any such survey report or building certificate.

39. Existing services

39.1 The Purchaser shall take title subject to existing water sewerage drainage gas electricity and other installations and services (if any) and shall not make any objection requisition or claim for compensation or rescind or terminate or delay

settlement in respect thereof on the ground that any connection passes through any other property or that any connection to any other property passes through the Land or that there is no connection.

39.2 Should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the Land, the Purchaser shall not make any objection thereto or make any requisition or claim any compensation or rescind or terminate in respect thereof.

39.3 If a sewer services diagram or drainage diagram is not attached to this contract the Purchaser acknowledges that one was not available from Sydney Water at the time of preparation of this contract and shall not raise a requisition, claim compensation or delay settlement.

40. **Purchaser's caveat**

40.1 The Purchaser must not lodge a caveat for registration in respect of the title to the Land prior to completion.

41. **Non merger**

41.1 The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

42. **Guarantee and Indemnity**

42.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must procure the completion and execution of the following unconditional guarantee by two natural persons over the age of 18 years who are directors of or substantial shareholders of the Purchaser ("the Guarantors").

42.2 The Guarantors:

42.2.1 give this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract; and

42.2.2 acknowledge that the Vendor has given valuable consideration for

this guarantee and indemnity.

42.3 The Guarantors unconditionally and irrevocably guarantee to the Vendor:

42.3.1 payment to the Vendor of all monies due to the Vendor under this Contract; and

42.3.2 the due and punctual performance by the Purchaser of all of its obligations under this Contract.

42.4 If the Purchaser does not pay any amount due to the Vendor on time and in accordance with the terms of this Contract, then the Guarantors agree to pay those monies to the Vendor on demand by the Vendor.

42.5 As an independent and principal obligation the Guarantors indemnify the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, or arising out of the failure of the Purchaser to make payment to the Vendor of all monies due to the Vendor under this Contract or the failure of the Purchaser to duly and punctually perform all or any of its obligations under this Contract.

42.6 The indemnity in the previous clause shall extend to any loss arising from any monies payable by the Purchaser under this Contract or from the Purchaser because of any circumstances whatsoever.

42.7 This Guarantee and Indemnity is a continuing security and extends to all monies payable under this Guarantee and Indemnity.

42.8 The Vendor need not make a demand on the Purchaser before making a demand on the Guarantors or any one of them. A demand on the Guarantors or any one of them may be made at any time and from time to time.

42.9 The Guarantors waive any right they have of first requiring the Vendor to proceed against or enforce any other right against the Purchaser or any other person including another of the Guarantors, before making any claim against the Guarantors under this Guarantee and Indemnity.

42.10 The liabilities of the Guarantors under this Guarantee and Indemnity of the Guarantors whether as guarantors or as principals are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

42.10.1 the Vendor or other person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or

42.10.2 acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or

42.10.3 any variation or novation of a right of the Vendor, or alteration of this Contract or document, in respect of the Purchaser.

42.11 As long as any monies payable under this Guarantee and indemnity remain unpaid the Guarantors may not, without the consent of the Vendor:

42.11.1 make claim or enforce a right against the Purchaser or its property; or

42.11.2 prove in competition with the Vendor in any bankruptcy or liquidation of the Purchaser.

42.12 The Guarantors represent and warrant that:

42.12.1 their obligations under this Guarantee and Indemnity are valid and binding;

42.12.2 they do not enter into this Guarantee and Indemnity in the capacity of a trustee of any trust or settlement;

42.12.3 they are natural persons over the age of 18 years; and

42.12.4 they are directors of or substantial shareholders of the Purchaser.

42.13 This Additional Condition is an essential term of this Contract.

43. Deposit

43.1 Notwithstanding anything else herein contained, the parties agree that the Vendor's solicitor, BHL Legal of Level 16, 5 Martin Place, Sydney NSW 2000, shall act as the depositholder under this Contract. The deposit shall be immediately released to the Vendor on the Completion Date at the time allocated in PEXA.

44. Exchange on Less Than Ten Percent (10%) Deposit

44.1 The purchaser/s acknowledge that the Deposit payable hereunder is ten percent (10%) of the Purchase price.

44.2 If the Vendor agrees to enter into this agreement upon the part payment by the purchaser/s of the deposit by way of a sum of less than ten percent (10%) of the purchase price, then the balance of the deposit payable hereunder shall be paid by the Purchaser on completion of this contract or upon termination of this Contract by the Vendor. If the Vendor terminates this Contract the Vendor shall in addition to any rights and remedies conferred on it by law and equity have the right to sue the purchaser for the unpaid balance of deposit.

44.3 This clause shall not merge on termination of this contract.

45. No Reliance on Information/Entire Agreement

45.1 The vendor makes no warranty or representation in respect of the accuracy or completeness of any information whether given verbally or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the vendor in connection with either this sale, this contract or the subject matter thereof AND the purchaser acknowledges and agrees that it has placed no reliance whatsoever on any brochure, advertisement or other document.

45.2 The purchaser acknowledges that:

(i) it has made its own enquiries in relation to the property and the improvements (if any) thereon;

(ii) it does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this

contract;

(iii) it has satisfied itself as to all information relevant to the risks, contingencies and other circumstances affecting its purchase of the property;

(iv) it has made its own enquiries in relation to all the information relevant to the liability to pay stamp duties or any other requirements to pay government imposed duties or taxes.

(v) it has satisfied itself in relation to the subject matter of this contract.

45.3 The purchaser warrants that it has fully satisfied itself in relation to the subject matter of this contract. The vendor will not be responsible to the purchaser or any third party under the laws of contract, tort or otherwise for any loss, damage, duties, taxes, cost or expense which may arise from or in connection with this contract or any information supplied by the vendor and their officers, employees, agents and consultants.

45.4 The purchaser acknowledges and agrees that the conditions contained herein constitute the entire agreement between the vendor and the purchaser.

46 **Order on Agent**

No later than 1 day prior to the completion date, the purchaser's solicitor must provide to the vendor's solicitor an Order on Agent authorizing the release of the deposit to the Vendor on completion. The vendor's solicitor will hold the Order on Agent in escrow until completion.

47 **Requisitions on title**

The Purchaser shall not be entitled to raise any requisitions on title.

GUARANTEE AGREEMENT

To:

1. I/We
of

are both director's of _____ Pty Limited
(the "Purchaser") which company is the purchaser under this Contract.

2. In consideration of your agreeing to enter into this Contract with the Purchaser, we hereby jointly and severally unconditionally guarantee to you the obligations of the Purchaser under this Contract and the due performance of the Purchasers' obligations under this. Contract and the due and punctual payment by the Purchaser of all monies due to be paid by the Purchaser under this Contract upon the terms set out in Additional Condition 42 of this Contract.

DATED:

SIGNED by

in the presence of:

SIGNED by

in the presence of:



FOLIO: 1066/1236025

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/2/2020	4:08 PM	5	22/1/2020

LAND

LOT 1066 IN DEPOSITED PLAN 1236025
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1236025

FIRST SCHEDULE

TCAP KELLY ST PTY LIMITED

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A859882 COVENANT
- 3 DP1236025 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1236025 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AP848441 MORTGAGE TO OUF COMMERCIAL PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LXML ePlan Sheet 1 of 5 sheets

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70					
MARK	EASTING	NORTHING	CLASS	ORDER	STATUS
P.M. 15687	295 999 195	6 241 690 482	B	2	SC.MS FOUND
P.M. 16051	296 018 808	6 241 692 772	B	2	SC.MS FOUND
P.M. 43328	297 091 931	6 242 561 751	B	2	SC.MS FOUND
P.M. 43329	297 108 480	6 242 619 759	B	2	SC.MS FOUND
P.M. 19764	296 383 7	6 242 609 74	E	5	SC.MS FOUND
S.S.M. 19764	296 383 7	6 242 609 74	E	5	SC.MS FOUND
S.S.M. 19769	296 148 3	6 242 035 8	E	5	SC.MS FOUND
S.S.M. 197610	296 223 8	6 242 035 8	E	5	SC.MS FOUND
S.S.M. 197611	296 296 3	6 242 035 4	E	5	SC.MS FOUND
S.S.M. 197612	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197613	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197614	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197615	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197616	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197617	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197618	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197619	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197620	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197621	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197622	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197623	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197624	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197625	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197626	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197627	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197628	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197629	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197630	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197631	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197632	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197633	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197634	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197635	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197636	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197637	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197638	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197639	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197640	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197641	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197642	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197643	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197644	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197645	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197646	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197647	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197648	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197649	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197650	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197651	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197652	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197653	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197654	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197655	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197656	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197657	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197658	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197659	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197660	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197661	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197662	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197663	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197664	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197665	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197666	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197667	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197668	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197669	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197670	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197671	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197672	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197673	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197674	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197675	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197676	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197677	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197678	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197679	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197680	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197681	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197682	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197683	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197684	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197685	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197686	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197687	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197688	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197689	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197690	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197691	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197692	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197693	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197694	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197695	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197696	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197697	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197698	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197699	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED
S.S.M. 197700	296 333 4	6 242 202 5	U	U	TRANSVERSE PLACED

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	CLASS	ORDER	STATUS
A	64°14'30"	5.53	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
B	42°34'20"	7.52	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
C	37°08'	7.105	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
D	48°29'00"	5.29	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
E	79°55'10"	13.16	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
F	45°35'40"	5.57	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
G	82°03'00"	13	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
H	329°55'50"	5.55	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
I	348°15'20"	10.175	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
J	10°04'10"	3.48	R.M. D.H. & W. FOUND	10	P. 1213851	FOUND
K	8°15'50"	0.5	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
L	13°19'50"	0.44	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
M	26°05'00"	0.275	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
N	98°05'55"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
O	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
P	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
Q	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
R	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
S	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
T	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
U	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
V	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
W	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
X	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
Y	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
Z	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AA	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AB	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AC	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AD	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AE	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AF	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AG	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AH	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AI	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AJ	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AK	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AL	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AM	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AN	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AO	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AP	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AQ	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AR	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AS	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AT	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AU	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AV	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AW	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AX	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AY	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
AZ	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BA	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BB	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BC	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BD	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BE	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BF	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BG	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BH	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BI	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND
BJ	107°38'50"	19.62	R.M. G.I.P. FOUND	10	P. 1215791	FOUND



No.	BEARING	DISTANCE	DESCRIPTION
P	133°04'50"	6.615	R.M. D.H. & W. PLACED
Q	6°19'50"	2.715	R.M. S.S.M.199393 PLACED
R	6°19'50"	13.08	R.M. D.H. & W. PLACED
S	47°58'25"	1.07	R.M. D.H. & W. PLACED
T	47°58'25"	21.83	R.M. S.S.M.199351 PLACED
U	117°11'15"	3.59 & 13.385	R.M. D.H. & W. PLACED
V	121°30'40"	3.7 & 13.745	R.M. D.H. & W. PLACED
W	333°34'05"	3.03	R.M. S.S.M.199359 PLACED
X	333°34'05"	15.235	R.M. D.H. & W. PLACED

SCHEDULE OF REFERENCE MARKS

ORION (16WIDE) ROAD

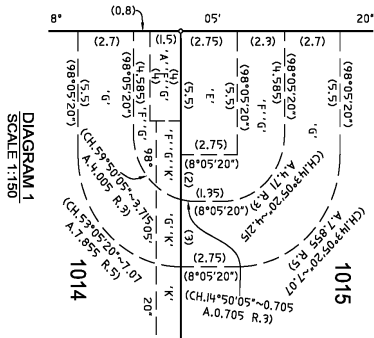


DIAGRAM 1
SCALE 1:1500

- (X) - COVENANT (B688048)
 (Y) - COVENANT (A688882)
 'A' - EASEMENT TO BRAIN WATER 1.5 WIDE (A)
 'C' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (C) (NO.4)
 'D' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (D) (NO.5)
 'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 'F' - RESTRICTION ON USE OF LAND NO. 7
 'G' - EASEMENT TO BRAIN WATER 1.2 WIDE (G)
 'H' - EASEMENT TO BRAIN WATER 1.2 WIDE (H)
 'K' - EASEMENT TO BRAIN WATER 1.2 WIDE (K)

NOTE:
 ALL BOUNDARIES OF EASEMENTS 'A', 'C', 'D' ARE PARALLEL AND PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES.

SURVEYOR
 NAME: ANDREW RICHARD THOMAS
 Date: 14 AUGUST 2018
 Reference: 07/18

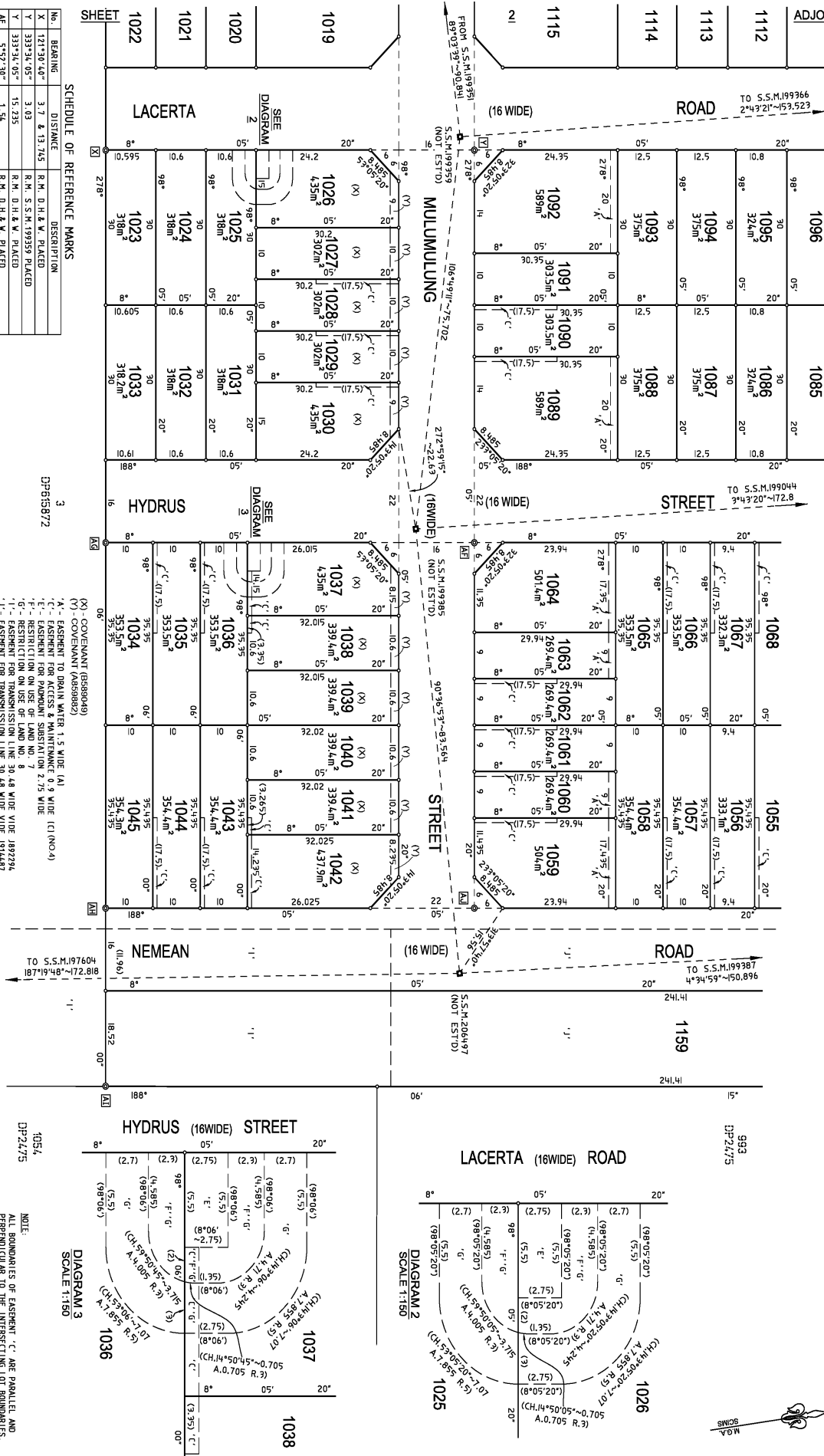
PLAN OF
 SUBDIVISION OF LOT B D.P. 386802, LOTS 1 & 2 D.P. 556773
 & LOT A D.P. 615672

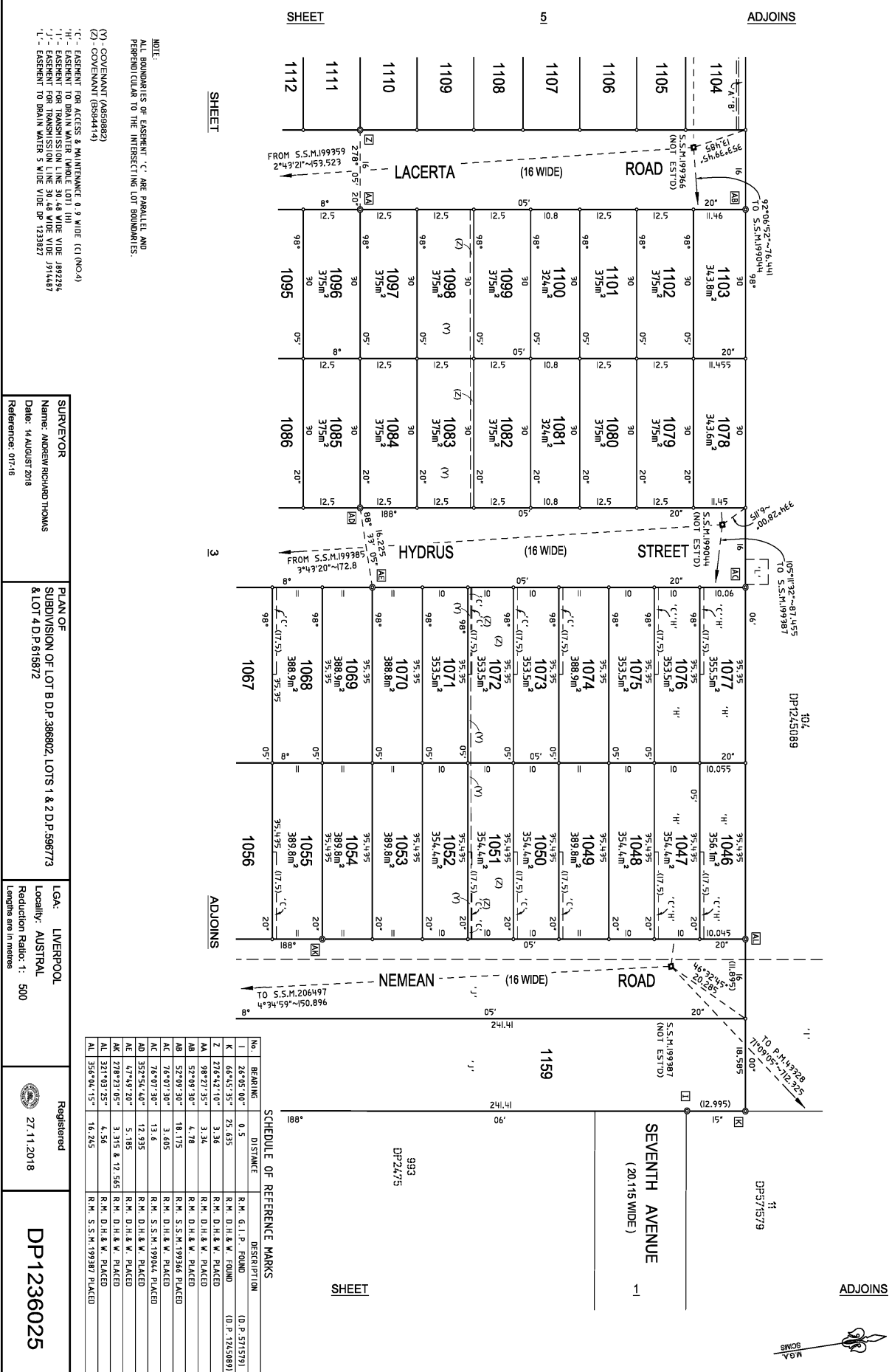
LGA: LIVERPOOL
 Locality: AUSTRAL
 Reduction Ratio: 1: 500
 Lengths are in metres

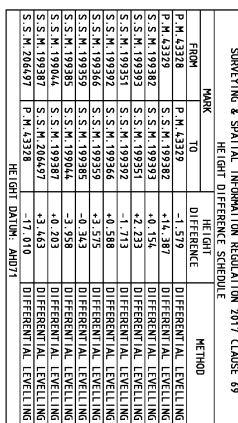
Registered
 27.11.2018

DP1236025

SHEET

DP1236025





'A'- EASEMENT TO DRAIN WATER 1.5 WIDE (A)
'B'- EASEMENT TO DRAIN WATER 2 WIDE (B)
'C'- EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (C) (NO.4)
'H'- EASEMENT TO DRAIN WATER (WHOLE LOT) (H)

(Y) - COVENANT (A859882)
(Z) - COVENANT (B584414)

ALL BOUNDARIES OF EASEMENT 'C' ARE PARALLEL AND PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
0	95-58-20	18.995	R.M. G. L. PLACED (D.P. 1245089)
0	20-08-20	26.335	R.M. S.S. 1993B PLACED
R	98-37-15	5.465	R.M. O.H. & W. PLACED
S	52-12-10	5.465	R.M. O.H. & W. PLACED
S	52-12-10	18.135	R.M. S.S. 1993B PLACED
T	27-08-05	3.395	R.M. O.H. & W. PLACED
U	12-04-20	3.79	R.M. O.H. & W. PLACED
U	27-62-20	3.36	R.M. O.H. & W. PLACED
MA	98-27-35	3.34	R.M. O.H. & W. PLACED
AB	52-09-30	4.78	R.M. O.H. & W. PLACED
AB	52-09-30	18.115	R.M. S.S. 1993B PLACED

SHEET

[illegible]

104
DP1245089

ADJOINS

4

SHEET

ADJOINS

SURVEYOR
Name: ANDREW RICHARD THOMAS
Date: 14 AUGUST 2018
Reference: 017-16

PLAN OF
SUBDIVISION OF LOT B D.P. 386802, LOTS 1 & 2 D.P. 596773
& LOT 4 D.P. 615872

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1 : 500
Lengths are in metres

Registered
27.11.2018

DP1236025


HEAD REF. Z:\017-16\CR_PLANS\017-16G S03 I001 - E.D - A.I.

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only		Office Use Only	
Registered:  27.11.2018	DP1236025		
PLAN OF SUBDIVISION OF LOT B D.P.386802, LOTS 1 & 2 D.P.596773 & LOT 4 D.P.615872			
Subdivision Certificate number: SC-122/2018	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Date of Endorsement: 12-11-2018			

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)			
SCHEDULE OF LOTS & ADDRESSES			
STREET	ADDRESSES	NOT	AVAILABLE

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 2 WIDE (B)
3. EASEMENT TO DRAIN WATER (WHOLE LOT) (H)
4. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (C)
5. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (D)
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. POSITIVE COVENANT
11. RESTRICTION ON USE OF LAND
12. POSITIVE COVENANT
13. RESTRICTION ON USE OF LAND
14. EASEMENT TO DRAIN WATER 1.2 WIDE (K)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 017-16

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div>Registered: 27.11.2018</div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOT B D.P.386802, LOTS 1 & 2 D.P.596773 & LOT 4 D.P.615872 </div> <div style="margin-top: 5px;"> Subdivision Certificate number: <u>SC-122/2018</u> Date of Endorsement: <u>12-11-2018</u> </div>	<div style="text-align: center; font-size: 24pt; font-weight: bold; margin-bottom: 10px;">DP1236025</div> <div style="font-size: 10pt;"> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>	
<p style="font-family: cursive;">EXECUTED BY BOYUAN REAL ESTATE HOLDING PTY LTD (ACN 613 927 325) IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT:</p> <div style="display: flex; justify-content: space-around; align-items: flex-start; margin-top: 20px;"> <div style="text-align: center;"> CHAOHUI ZHU SOLE DIRECTOR & COMPANY SECRETARY BOYUAN REAL ESTATE HOLDING PTY LTD </div> <div style="text-align: center;"> EXECUTED BY TCAP KELLY ST PTY LTD (ACN 611 198 433) IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT: </div> </div> <div style="display: flex; justify-content: space-around; align-items: flex-start; margin-top: 20px;"> <div style="text-align: center;"> LIXIN JIA DIRECTOR TCAP KELLY ST PTY LTD </div> <div style="text-align: center;"> CHENGJIA PAN DIRECTOR TCAP KELLY ST PTY LTD </div> </div> <div style="margin-top: 30px;"> <p style="font-size: 10pt;">SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level <u>2</u> Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;"> <p style="font-size: 10pt;">Witness: </p> <p style="font-weight: bold;">MONIKA SINGH</p> <p>ASSOCIATE</p> <p>NAB Corporate Property NSW</p> <p>L22, 255 George St, Sydney</p> </div> <div style="text-align: center;"> <p style="font-weight: bold;">DANIEL MILLAR</p> <p>NAB Corporate Property NSW</p> <p>Associate Director</p> </div> </div> </div>		
<p>Surveyor's Reference: 017-16</p>		

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

Lengths are in Metres

Sheet 1 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

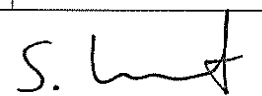
DP 615872 covered by Council's

Subdivision Certificate No. SC-122/2018 of 12-11-2018

Full Name and address of Proprietor of land:	
B/386802	Boyuan Real Estate Holding Pty Ltd ACN 613 927 325 Suite 1, Level 16 5-17 Martin Place SYDNEY NSW 2000
1/596773 2/596773 4/615872	TCAP Kelly St Pty Ltd ACN 611 198 433 Suite 1, Level 16 5 Martin Place SYDNEY NSW 2000

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	1004, 1005, 1006 1009 1010 1014 1020 1021 1059 1060 1063 1064 1089 1092 1104	1009, 1010, 1011 1010, 1011 1011 1020, 1021, 1022 1021, 1022 1022 1060, 1061 1061 1062 1062, 1063 1090 1091 1105 to 1114 inclusive



 Approved by Liverpool City Council
 General Manager / Authorised Officer
 c&r ref 017-16 v04

Lengths are in Metres

Sheet 2 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

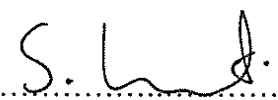
DP 615872 covered by Council's

Subdivision Certificate No. *SC-122/2018 of*

12-11-2018

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	1105 1106 1107 1108 1109 1110 1111 1112 1113 1116 1117 1118 1129 1130 1131 1132 1133 1134 1135 1136 1137 1140 1141 1144, 1145, 1146 1158	1106 to 1114 inclusive 1107 to 1114 inclusive 1108 to 1114 inclusive 1109 to 1114 inclusive 1110 to 1114 inclusive 1111, 1112, 1113, 1114 1112, 1113, 1114 1113, 1114 1114 1115 1115, 1116 1115, 1116, 1117 <i>1104 to 1114 inclusive</i> 1131 to 1138 inclusive 1132 to 1138 inclusive 1133 to 1138 inclusive 1134 to 1138 inclusive 1135 to 1138 inclusive 1136 to 1138 inclusive 1137, 1138 1138 1139 1139, 1140 1139, 1140, 1141 1130 to 1138 inclusive



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 General Manager / Authorised Officer
 c&r ref 017-16 v04

Lengths are in Metres

Sheet 3 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. *SC-122/2018 of*

12-11-2018

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement to Drain Water 2 Wide (B)	1104, 1129	Liverpool City Council
3.	Easement to Drain Water (Whole Lot)	1046, 1047, 1076, 1077, 1130, 1145, 1146, 1157, 1158	Liverpool City Council
4.	Easement for Access & Maintenance 0.9 Wide (C)	1001 1002 1004 1005 1006 1007, 1008 1009 1010 1010 1015 1016 1017 1028 1029 1030 1035 1036 1037, 1038 1041, 1042 1043	1002 1003 1005 1006 1007 1009 1010 1011 1016 1017 1018 1027 1028 1029 1034 1035 1036 1043 1044

S. L. J.
 Approved by Liverpool City Council
 General Manager / Authorised Officer
 c&r ref 017-16 v04

Lengths are in Metres

Sheet 4 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. *SC-122/2018 of*

124-2018

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
4.	Easement for Access & Maintenance 0.9 Wide (C)	1044 1046 1047 1049 1050 1051 1055 1056 1057 1059 1060 1061 1062 1066 1067 1068 1072 1073 1074 1076 1077 1089 1090 1117 1118	1045 1047 1048 1050 1051 1052 1056 1057 1058 1060 1061 1062 1063 1065 1066 1067 1071 1072 1073 1075 1076 1090 1091 1116 1117

S. L. J.

 Approved by Liverpool City Council
 General Manager / Authorised Officer
 c&r ref 017-16 v04

Lengths are in Metres

Sheet 5 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. SC-122/2018 of

12-11-2018

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
4.	Easement for Access & Maintenance 0.9 Wide (C)	1131 1132 1133 1134 1140 1141 1142 1144 1145 1146 1147 1148 1154 1155 1156 1157	1132 1133 1134 1135 1139 1140 1141 1143 1144 1145 1148 1149 1153 1154 1155 1156
5.	Easement for Access & Maintenance 0.9 Wide (D)	1004, 1005 1146	1003 1147
6.	Easement For Padmount Substation 2.75 Wide	1015, 1026, 1037	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on Use of Land	Part 1014, Part 1015, Part 1025, Part 1026, Part 1036 Part 1037	Epsilon Distribution Ministerial Holding Corporation

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 Approved by Liverpool City Council
 General Manager / Authorised Officer
 c&r ref 017-16 v04

Lengths are in Metres

Sheet 6 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. *SC-122/2018 of*

12-11-2018

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
8.	Restriction on Use of Land	Part 1014, Part 1015, Part 1025, Part 1026, Part 1036 Part 1037	Epsilon Distribution Ministerial Holding Corporation
9.	Restriction on Use of Land	1046, 1047, 1076, 1077, 1130, 1145, 1146, 1157, 1158	Liverpool City Council
10.	Positive Covenant	1046, 1047, 1076, 1077, 1130, 1145, 1146, 1157, 1158	Liverpool City Council
11.	Restriction on Use of Land	1046, 1047, 1076, 1077, 1130, 1145, 1146, 1157, 1158	Liverpool City Council
12.	Positive Covenant	1046, 1047, 1076, 1077, 1130, 1145, 1146, 1157, 1158	Liverpool City Council
13.	Restriction on Use of Land	Each lot 1001 to 1058 inclusive	Liverpool City Council
14.	Easement to Drain Water 1.2 Wide (K)	1014	1020, 1021, 1022

S. [Signature]

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 General Manager / Authorised Officer
 c&r ref 017-16 v04

Lengths are in Metres

Sheet 7 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP
386802, Lots 1 & 2 DP 596773 & Lot 4
DP 615872 covered by Council's
Subdivision Certificate No. SC-122/2018 of

12-11-2018

Part 2

**Name of Authority whose consent is required to release vary or modify
Easement numbered 1, 2, 3 & 14 in the plan is Liverpool City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 4 & 5 in the plan.**

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of constructing, renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (c) cause as little damage as possible to the burdened lot and any improvement on it and
- (d) restore as nearly as is practicable the burdened lot to its former condition; and
- (e) make good any collateral damage; and

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

**Name of Authority whose consent is required to release vary or modify the
terms of the easement numbered 4 & 5 in the plan is Liverpool City Council.**



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General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 8 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP
386802, Lots 1 & 2 DP 596773 & Lot 4
DP 615872 covered by Council's
Subdivision Certificate No. *SC-122/2018 of*
12-11-2018


Part 2 (cont)

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

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

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



Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 9 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. SC-122/2018 of
12-11-2018

Part 2 (cont)


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

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

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'G' on the abovementioned plan
2. Definitions

"**erect**" includes construct, install, build and maintain

"**restriction site**" means that part of the lot burdened subject to the restriction on the use of land.
3. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System.
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution from Epsilon Distribution Ministerial Holding Corporation.


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Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 10 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP
386802, Lots 1 & 2 DP 596773 & Lot 4
DP 615872 covered by Council's
Subdivision Certificate No. *SC-122/2018 of*
12-11-2018

Part 2 (cont)

- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority empowered to release vary or modify the terms of the easement and restrictions numbered 6, 7 & 8 in the plan is Epsilon Distribution Ministerial Holding Corporation.

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the system.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 928/2016 and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. CCE-35/2017 on 22 February 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-35/2017.

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

Name of Authority empowered to release vary or modify restriction numbered 9 in the plan is Liverpool City Council.



Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 11 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. SC-122/2018 of

12-11-2018

Part 2 (cont)

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the system clean and free from silt, rubbish and debris
 - (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File CCE-35/2017. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 1. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.



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Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 12 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. SC-122/2018 of

12-11-2018

Part 2 (cont)

- II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 928/2016 and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-35/2017 on 22 February 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File CCE-35/2017.

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


Name of Authority empowered to release vary or modify positive covenant numbered 10 in the plan is Liverpool City Council

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment system (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.



Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 13 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP
386802, Lots 1 & 2 DP 596773 & Lot 4
DP 615872 covered by Council's
Subdivision Certificate No. SC-122/2018 of
12-11-2018

Part 2 (cont)

For the purpose of this restriction, 'the device' means the Temporary Stormwater Pre-treatment system to be constructed and/or installed on the land as required by Development Consent No 928/2016 and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. CCE-35/2017 on 22 February 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-35/2017.

Liverpool City Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary Stormwater Pre-treatment system and temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 11 in the plan is Liverpool City Council.

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment system (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the device clean and free from silt, rubbish and debris
 - (b) Maintain and repair the device, at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File DA 928/2016. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

.....
Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 14 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. SC-122/2018 of

12-11-2018

Part 2 (cont)

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
- (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - I. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment system (hereinafter referred to as 'the system') to be constructed and/or installed on the land as required by Development Consent No. 928/2016 and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-35/2017 on 22 February 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-35/2017.

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

Name of Authority empowered to release vary or modify positive covenant numbered 12 in the plan is Liverpool City Council.



Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 15 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. *SC-122/2018 of*

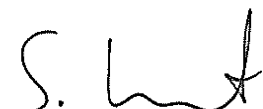
12-11-2018

Part 2 (cont)

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

No dwelling shall be erected on the lot hereby burdened unless it is sited and constructed in accordance with approved plans and notice of determination (Development Consent) issued on 4 July 2017 by Liverpool City Council for Development Application No. 928/2016.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 13 in the plan is Liverpool City Council.



.....
Approved by Liverpool City Council
~~General Manager~~ / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 16 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. SC-122/2018 of
12-11-2018

Part 2 (cont)

EXECUTED by)
Boyuan Real Estate Holding Pty Ltd)
(ACN 613 927 325))
in accordance with section 127 of the)
Corporations Act:



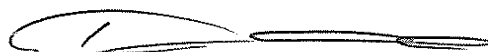
Signature of Director / SECRETARY
Sole

Chao Hui Zhu.
Name of Director / SECRETARY
Sole

Signature of Director/Secretary

Name of Director/Secretary

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:



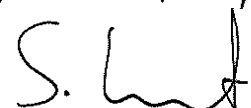
DANIEL MILLAR
NAB Corporate Property NSW
Associate Director

Witness:



MONIKA SINGH
ASSOCIATE
NAB Corporate Property NSW

122 255 George St, Sydney



Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 17 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

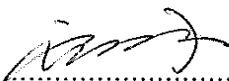
Subdivision Certificate No. *SC-122/2018 of*

Part 2 (cont)

12-11-2018

EXECUTED by
TCAP Kelly St Pty Ltd
(ACN 611 198 433)
in accordance with section 127 of the
Corporations Act:

)
)
)
)



Signature of Director



Signature of Director/Secretary

LIXIN JIA

Name of Director

Cherry Jia Pan

Name of Director/Secretary



Approved by Liverpool City Council
~~General Manager~~ / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 18 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. SC-12/2018 of


12-11-2018

Part 2 (cont)

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:



Name of witness:

LOREN VINCENT

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book 4734 No 883

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS 19160

Date of signature:

24 September 2018

.....
Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

Lengths are in Metres

Sheet 19 of 19 Sheets

Plan:

DP1236025

Plan of Subdivision of Lot B DP

386802, Lots 1 & 2 DP 596773 & Lot 4

DP 615872 covered by Council's

Subdivision Certificate No. *SC-122/2018 of*

Part 2 (cont)

12-11-2018

Liverpool City Council by its authorised delegate pursuant to s.377 of Local Government

Act 1993 No 30

STEPHEN MONTE

(name of delegate)

S. Monte

Signature of Delegate

STEPHEN MONTE

Name of Delegate (print)

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

Phi

Signature of Witness

PHILIP PHAM

Name of Witness (print)

33 MOORE ST LIVERPOOL

Address of Witness

S. Monte

Approved by Liverpool City Council
General Manager / Authorised Officer
c&r ref 017-16 v04

REGISTERED



27.11.2018

Seq:R685998 /Doc:DL A859882 /Rev:23-Jul-2009 /NSW LRS /Pgs:ALL /Prt:24-Feb-2020 16:11 /Seq:1 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:1066 Austral Green MER.
ENDORSEMENT
Certificate ...
f
1/10/22
REAL PROPERTY ACT, 1900.
A859882
A859882 20 9 22 R 21 9 22 R
A859882R
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 the sum of eighty pounds five
shillings (80.5.0) (the receipt whereof is hereby acknowledged) paid to me by
John Johnston of Balgownie
Groom.
(herein called transferor)
do hereby transfer to the transferee
ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—
(e) County. Parish. State if Whole or Part. Vol. Fol.
Cumberland, Books. Part
Babramatta, being Lot 8 of
Section 11 deposited
Plan N° 2756.1 2543.1 40.1
And the transferee covenants with the transferor
And the said John Johnston doth hereby for himself his executors, administrators and assigns
and assigns but also the said piece of land hereinbefore expressed to be
hereby transferred and the successive owners and tenants thereof COVENANT
with the said Company and its assigns that on the erection of any building
the said land shall be fenced AND that no advertisement hoarding 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:—
(a) 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 2756 other than the land hereby transferred.
(b) The land which is to be subject to the burden of the above coven-
ants is the land described herein.
(c) The above covenants or any of them may be released, varied or
modified with the consent of the said Company, its successors or
assigns.
ENCUMBRANCES, &c., REFERRED TO:
Signed at Sydney the Seventh day of September 1922
THE COMMON SEAL OF N.S.W. REALTY
CO-LIMITED was hereto affixed by
JAMES BENNETT RICKARD this Seventh
day of September 1922 in the presence
of: Joel Rowe
Signed
Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
John Johnston
Transferee
Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act.
N.B.—Section 117 requires that the above Certificate be signed by Transferor 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.
St 4051

Dated at this day of 192

Signed in my presence by who is personally known to me.

Mortgagee.

A

859882

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.

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

Signed at the day of 192
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty 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.

i May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.I. Commissioner for Affidavits. Not required if the instrument itself bears before one of these parties.

MEMORANDUM OF TRANSFER of

Acres Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 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2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100,

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Ref.: 1066 AUSTRAL GREEN:88650
Ppty: 192478

Cert. No.: 4122

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4502261
Receipt Amt.: 53.00
Date: 24-Feb-2020

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 1066 DP 1236025

Street Address: 65 HYDRUS STREET, AUSTRAL NSW 2179

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Not Applicable

SEPPs*:

**SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006
SEPP (Housing for Seniors or People with a Disability) 2004**

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

(c) The name of each DCP that applies to the carrying out of development on the land.

Liverpool Growth Centre Precincts DCP**2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

R2 Low Density Residential - SEPP (Sydney Region Growth Centres) 2006

- (b) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

- (c) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings

- (d) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b) or (c)

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

- (f) Does the land include or comprise critical habitat?

No

(g) Is the land is in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code and Greenfield Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

Note: If 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 below will describe 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.

Nil

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

7. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. Biodiversity certified land*



Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

Yes, part/all of the land is bio-diversity certified land

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

13. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

17. Site compatibility certificates and conditions for affordable rental housing*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

21. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

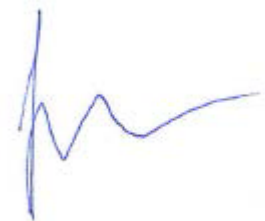
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

No

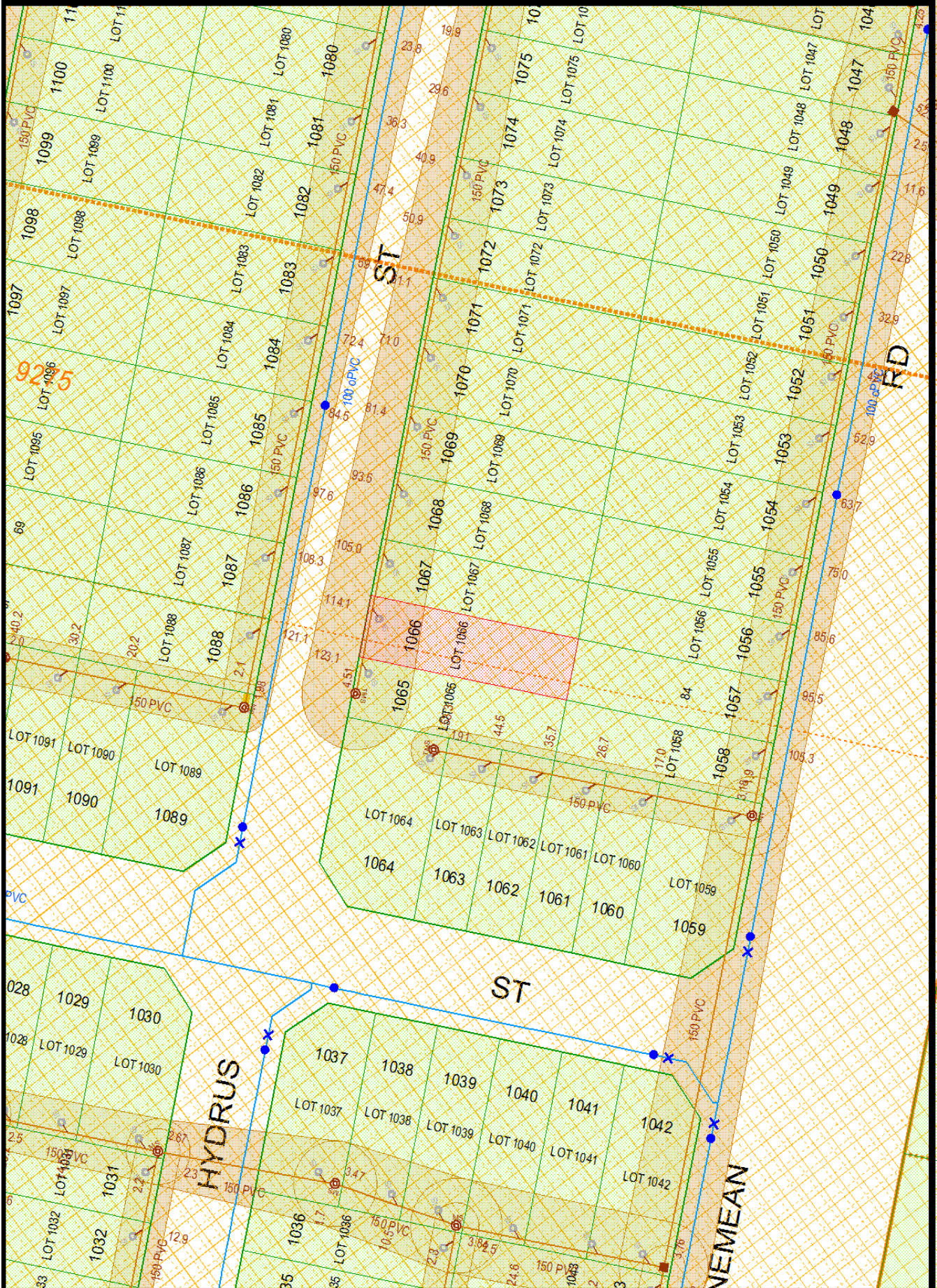
Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



For further information, please contact
CALL CENTRE – 1300 36 2170

Kiersten Fishburn
Chief Executive Officer

Liverpool City Council



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.