

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	Ref: Ph: Fax:
co-agent		
vendor	AVJennings Properties Limited ABN 50 004 601 503 Level 3 11-13 Brookhollow Avenue Baulkham Hills NSW 2153	
vendor's solicitor	Colin Biggers & Paisley Pty Ltd Level 42, 2 Park Street SYDNEY NSW 2000 PO Box 214 SYDNEY NSW 2001 DX 280 SYDNEY	Ref: CAD:TAC:1803439 Ph: (02) 8281 4555 Fax: (02) 8281 4567 Contact Tracey Cameron Email: avjennings@cbp.com.au
date for completion	See Special Conditions	
land (address, plan details, and title reference)	Lot 622 12 Sand Hill Rise, Cobbitty NSW 2570 Lot 622 in Deposited Plan 1231304 Certificate of Title Folio Identifier 622/1231304	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: VACANT LAND	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input checked="" type="checkbox"/> other documents: See Special Conditions	

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	INSERT PURCHASER DETAILS	
purchaser's solicitor	INSERT PURCHASER SOLICITOR DETAILS	Ref: Ph: Fax: Email:
price	\$	INSERT PRICE IN ACCORDANCE WITH DEVELOPMENT AND OPTION DEED
deposit	\$	INSERT DEPOSIT IN ACCORDANCE WITH DEVELOPMENT AND OPTION DEED (10% of the price, unless otherwise stated)
balance	\$	INSERT PRICE IN ACCORDANCE WITH DEVELOPMENT AND OPTION DEED
contract date		(if not stated, the date this contract was made)
buyer's agent		

vendor

GST AMOUNT (optional)
The price includes GST

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3) NO yes
proposed electronic transaction (clause 30) NO yes

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

land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide full details)
See Special Conditions

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

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: AVJennings Properties Limited

Supplier's ABN: 50 004 601 503

Supplier's business address: Level 3/11 Brookhollow Avenue, Baulkham Hills NSW 2153

Supplier's email address: gstwithholding@avjennings.com.au

Supplier's phone number: 02 8946 6813

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

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

Amount purchaser must pay - price multiplied by the *RW rate* (residential withholding rate): INSERT AN AMOUNT BEING 1/11th OF THE PRICE

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
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:

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 18B of the Swimming Pools Regulation 2008).

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*.
- 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 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

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
 - *remittance amount* payable;
 - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- 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 *Lodgement 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
 - 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>ENCL</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 *remittance amount* 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 *remittance amount*.
- 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.

12 Sand Hill Rise COBBITTY NSW 2570

SPECIAL CONDITIONS TO CONTRACT FOR SALE

Contents

32.	Definitions.....	3
33.	Amendment of printed clauses	5
34.	Interpretation	6
35.	Invalidity.....	6
36.	Non-merger	6
37.	Electronic conveyancing	6
38.	Investment of deposit	7
39.	Deposit Bond or Bank Guarantee	7
40.	Mental illness, insolvency, etc of purchaser.....	9
41.	Warranty as to agents	9
42.	Service of notices by email and facsimile.....	9
43.	Completion of contract	10
44.	Notices to complete – period of notice.....	10
45.	Notices to complete - cost.....	11
46.	Completion delayed	11
47.	Access to Property.....	11
48.	No objection to plumbing and other services.....	11
49.	Land affected by fill.....	12
50.	Design Guidelines	12
51.	Construction of Residence.....	13
52.	Construction Rubbish.....	13
53.	Fencing.....	14
54.	Re-Sale of Property	14
55.	Disclosures, representations and warranties and acknowledgements	14

56.	Discharge of mortgage	17
57.	Caveats.....	17
58.	Requisitions.....	17
59.	Rights from Completion.....	17
60.	General	18
61.	GST Withholding Requirements and GST Margin Scheme	19
62.	Privacy Act.....	20
63.	Trustee purchaser	21
64.	Guarantee.....	23
65.	Provisions in relation to construction of Dwelling.....	25
	ATTACHMENTS.....	27

32. Definitions

32.1 Inconsistency

These additional clauses prevail to the extent of any inconsistency with the Standard Form.

32.2 Further definitions

ATO means Australian Taxation Office.

Bond means either a deposit-bond or guarantee issued in favour of the vendor at the request of the purchaser, or an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution approved by the vendor, with a financial strength rating of A1 or higher from Moody's or A+ or higher from S&P or such other rating approved by the vendor in writing from time to time and which must be in a form and on terms acceptable to the vendor in its absolute discretion.

Contamination means the presence in, on or under the land of a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a significant risk of harm to human health or any other aspect of the environment.

Commissioner means the Commissioner of Taxation.

Competent Authority, in relation to the Development, the property or the Dwelling, means a government, local government, statutory, public or other authority having jurisdiction over the Development, the property or the Dwelling.

Council means Camden City Council and any consent authority under the EPAA.

Depositholder means the Vendor's solicitor.

Design Guidelines means the Arcadian Hills Cobbitty, Design Guidelines Stages 6 & 7 (excluding stage 6B) attached to this contract.

Development means the residential subdivision known as Stage 6 Arcadian Hills, Cobbitty.

Development Activities means:

- (a) any form of demolition work, excavation work or landscaping work on the Surrounding Land, and
- (b) any form of building work or work ancillary to or associated with building work on the Surrounding Land including the installation of services, and
- (c) any form of work other than forms of work referred to in paragraph (a) and (b) of this definition that is considered necessary or desirable by the Vendor, and
- (d) the subdivision of land forming part of the Surrounding Land; and
- (e) the dedication of land forming part of the Surrounding Land.

Environmental Law means any law, whether statute or common law, concerning environmental matters, and includes law concerning land use, development, Contamination, pollution, waste disposal, toxic and hazardous substances, conservation of natural or cultural resources and resource allocation and any law relating to exploration for, or development or exploitation of, any natural resource.

Environmental Liability means any obligation, expense, liability, cost, loss, penalty or fine incurred pursuant to any Environmental Law including as a result of Contamination.

EPAA means the Environmental Planning & Assessment Act, 1979 (NSW) as amended.

Fill Plan means the Arcadian Hills - Stage 6 Site Filling Plan prepared by YSCO Geomatics Land Resource Consultants annexed to this Contract.

Financial Settlement Schedule means the financial settlement schedule under PEXA

Form 1 Notice means a GST property settlement withholding notification required to be given by the purchaser in accordance with section 16-150(2) of Schedule 1 to the TA Act.

Form 2 Notice means a confirmation of settlement required to be submitted on completion of this contract by the purchaser, having given a Form 1 Notice.

GST is as defined in the GST Act.

Objection includes:

- (a) any requisition or claim including a claim for damage, compensation or loss or to require any person to do or not do anything, and
- (b) any act or omission to rescind, terminate or delay completion of this contract.

Occupation Certificate has the same meaning given in the EPAA.

Personal Information has the meaning given in the Privacy Act.

Planning Certificate means a certificate for the property attached to this contract and given under section 10.7 of the *Environmental Planning & Assessment Act 1979* (NSW).

Privacy Act means the *Privacy Act 1988* (Cth) and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instrument made or issued thereunder, including:

- (a) any consolidation, amendment, re-enactment or replacement of any of them or the Privacy Act, and
- (b) the National Privacy Principles under the Privacy Act.

Property Affection means, any right, liability or obligation disclosed, described or referred to in any document attached to this contract (whether or not referred to in clause 56.9 including any change to those rights, liabilities or obligations permitted by this contract, whether or not the relevant document is registered with Land Registry Services.

Replies means the replies to requisitions attached to this contract.

Requisitions means the Requisitions attached to this contract.

Services means water, sewer, electricity, gas and telecommunication services

Standard Form means the standard form Contract for the Sale of Land - 2018 Edition, attached to this contract.

Surrounding Land includes the land in the deposited plan of which the property is a part.

33. Amendment of printed clauses

This contract for sale is amended as follows:

- (a) Clause 1 - Settlement cheque – the following sentences are deleted:
"if authorised in writing by the vendor or the vendor's solicitor, some other cheque;"
- (b) Omit clause 3.
- (c) Clause 4.1: the word "normally" is deleted
- (d) Clause 5.2.1 delete "or it is a general question about the property or title".
- (e) Omit clause 7.1.1.
- (f) Substitute 1% in place of 10% in clause 7.2.1;
- (g) Clause 8.1.1 delete ",on reasonable grounds,"
- (h) Clause 10.1 replace "substance" in clauses 10.1.8 and 10.1.9 with "existence".
- (i) Omit clause 13.3 & 13.8.
- (j) From clause 16.5, omit ", plus another 20% of that fee".
- (k) Omit clause 16.8.
- (l) Omit from clause 16.12 from the words "but the vendor" to the end of the clause.
- (m) Omit clause 19.2.3.
- (n) Omit clause 23 to 29 (inclusive).
- (o) Omit clauses 30.1.to 30.3.
- (p) 30.4.5 - replace with "any communication from one party to another party in the Electronic Workspace is taken to have been received by that party at the time determined by section 13A of *Electronic Transactions Act 2000 (NSW)*; and"

34. Interpretation

This contract includes all parts of, and schedules and attachments to, this contract and, except where the context otherwise requires:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) no provision will be interpreted against a party on the basis that all or part of the provision was drafted by or on behalf of the party;
- (c) a reference to legislation includes any amendment of, or legislation substituted for, that legislation and also includes any subordinate legislation issued under that legislation;
- (d) a reference to dollars or \$ is to an amount in Australian currency;
- (e) the singular includes the plural and vice versa and a reference to a gender includes any other gender;
- (f) a reference to any party to this contract or to any other document or arrangement, includes that party's legal personal representatives, successors and permitted assigns;
- (g) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government or quasi-government body; and
- (h) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

35. Invalidity

If a provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of any law, then this contract must be read and construed as if that provision is severed from this contract and the invalidity of that provision does not affect or render invalid or unenforceable the remaining provisions of this contract.

36. Non-merger

Provisions of this contract having application after completion continue to apply despite completion.

37. Electronic conveyancing

- (a) The vendor notifies the purchaser that this Conveyancing Transaction is to be conducted as an Electronic Transaction.
- (b) The purchaser may, within 2 business days after the contract date, and in this respect time is essential, notify the vendor that the Conveyancing Transaction is not to be conducted as an Electronic Transaction.
- (c) If the purchaser notifies vendor in accordance with clause 37(b), the purchaser must in addition to any other money payable under this contract:

- (i) pay the vendor's solicitor \$220.00 on completion as agreed additional costs; and
 - (ii) pay the vendor's solicitors a fee of \$110.00 if the purchaser request completion to take place at another location, other than the office of the vendors solicitors; and
 - (iii) reimburse to the vendor on completion any costs payable by the vendor to the vendor's financier arising from the Conveyancing Transaction not being conducted as an Electronic Transaction.
- (d) Notwithstanding anything in this contract to the contrary, if it is a requirement of the Registrar General, the vendor's financier or at law that this Conveyancing Transaction is conducted as an Electronic Transaction, the parties must conduct this Conveyancing Transaction as an Electronic Transaction.

38. Investment of deposit

- 38.1 This clause 38 only applies if the date for completion exceeds 42 days from the contract date.
- 38.2 This contract is amended by deleting clause 2.9.
- 38.3 The parties agree that the deposit is to be invested by the depositholder who shall forthwith (with the authority of the purchaser which is hereby given) place it on deposit with a Bank or Permanent Building Society or Credit Union at the then current rate of interest.
- 38.4 The interest on the deposit shall be distributed as soon as practicable after completion in the following manner:
- (a) If the contract is completed the interest shall be paid to the vendor; or
 - (b) If the contract is terminated or rescinded the interest shall be paid to the party who shall be entitled to receive the deposit.
- 38.5 The purchaser shall, on or before exchange, provide to the depositholder sufficient details to enable the investment of the deposit and such details shall include Tax File Number/s of the purchaser/s.
- 38.6 The purchaser agrees that upon issue of the Occupation Certificate for the property the depositholder may withdraw the deposit and interest earned and close the account in anticipation of completion of this contract. The depositholder will hold the funds in trust until completion of this contract occurs at which time the depositholder is authorised to distribute the deposit and any interest earned in accordance with the provisions of this clause 38.

39. Deposit Bond or Bank Guarantee

39.1 Application

This clause applies only if the purchaser has paid the deposit by way of a Bond and the vendor has agreed to accept a Bond. The vendor reserves the right to reject a Bond for any reason and with the intention that this clause is paramount to the other provisions contained in clause 39.

39.2 Bond provided as deposit

- (a) Subject to this clause and clause 39.1, the delivery of the Bond on or before the contract date, to the vendor's solicitor will, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- (b) The vendor acknowledges that payment by the issuer of the Bond will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under this contract.

39.3 Payment of deposit

The purchaser must pay the amount stipulated in the Bond to the vendor by unendorsed bank cheque on the earlier of completion or within 2 business days of the vendor serving a notice on the purchaser claiming forfeiture of the deposit.

39.4 Claiming of deposit

If the purchaser does not comply with clause 39.3 the purchaser is immediately in breach of an essential condition of this contract and the vendor may without notice to the purchaser demand payment of the amount stipulated in the Bond from the issuer of the Bond.

39.5 Bond to remain valid

- (a) The Bond must be and must remain valid until the Sunset Date as extended in accordance with this contract.
- (b) If for any reason the Bond is not valid or ceases to be valid and the vendor serves notice in writing on the purchaser requiring a valid Bond to be issued or substituted, or a deposit satisfactory to the vendor to be provided, the purchaser must deliver to the vendor a valid Bond or satisfactory deposit within 10 business days of the vendor serving notice.
- (c) If the purchaser does not replace the Bond or provide a deposit satisfactory to the vendor within 10 business days of the vendor serving the notice, the vendor is entitled to call on the Bond and the proceeds will be held in trust by the depository holder and dealt with as a the deposit under the terms of this contract.

39.6 Replacement of Bond

If at any time the Bond has an expiry date which occurs earlier than the Sunset Date as extended in accordance with this contract, the purchaser must replace the Bond with either a bank cheque in favour of the vendor's solicitors for the deposit, or a replacement Bond which has an expiry date occurring after the Sunset Date. The purchaser must replace the Bond on written demand by the vendor. If the purchaser does not replace the Bond within 10 business days of receiving the demand, the purchaser irrevocably authorises the vendor to call on the Bond and the proceeds will be held in trust by the vendor's solicitor as a deposit under the terms of this contract.

39.7 Essential conditions

It is an essential condition of this contract that the purchaser complies with clauses 39.3, 39.5, and 39.6. If the purchaser does not comply with its obligations under those clauses, the vendor may in its absolute discretion:

- (a) terminate this contract and demand payment of the Bond; or
- (b) treat the non-compliance as a deemed failure to pay the deposit under clause 2.1 of the Standard Form.

40. Mental illness, insolvency, etc of purchaser

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included:

- (a) if the purchaser (or where a party consists of 2 or more persons, any one of those persons) dies or becomes mentally ill then the vendor may rescind this contract by notice in writing; and
- (b) if:
 - (i) the purchaser is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors; or
 - (ii) the purchaser, being a company, resolves to go into liquidation or has a petition for its winding up presented or enters into a scheme of arrangement with its creditors or if an administrator, liquidator, receiver and/or manager is appointed in respect of the purchaser,then the purchaser is in default and the vendor may, by notice, rescind this contract in accordance with Clause 19.
- (c) If before completion the purchaser (being an individual) becomes or in the reasonable opinion of the vendor appears to become unable to pay their debts when they become due, then the vendor is entitled to issue a notice to complete to the purchaser and, if completion of this contract does not take place in accordance with that notice, to terminate this contract and clause 9 applies.

41. Warranty as to agents

- 41.1 The purchaser warrants having had no dealings with any agent other than the agent named in this contract in respect of the property which may give rise to any claim against the vendor for remuneration or commission arising out of this sale.
- 41.2 The purchaser indemnifies the vendor against any successful claim arising from a breach of the warranty under this clause.
- 41.3 It is expressly agreed and declared that the purchaser's liability under this clause shall not merge on completion.

42. Service of notices by email and facsimile

- 42.1 In addition to the provisions contained in clause 20.6 of this contract, a document, notice or other communication including but not limited to, any request, demand, notification, consent or approval, to or by a party to this contract may also be sent by email.
- 42.2 For the purposes of this clause the email address of a party is the email address set out in the contract or notified from time to time by the addressee to the sender.

42.3 An email is regarded as being served by or on a party:

- (a) upon production of a delivery notification statement from the computer from which the email was sent which indicates that the e-mail was sent in its entirety to the e-mail address of the recipient shall be prima facie evidence that the e-mail has been received unless:
 - (i) where there is no delivery notification statement from the computer from which the e-mail was sent, the date and time of dispatch of the e-mail shall be prima facie evidence of the date and time that the e-mail was received; and
 - (ii) where an "Out of Office" reply or similar response is delivered to the computer from which the e-mail was sent, the e-mail will not be taken to be received and the sender shall use an alternative method of sending the notice;
- (b) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.
- (c) A document served by facsimile transmission is deemed to have been received when the sender's machine indicates a receipt of the transmission and acknowledges the number of pages contained in the transmission except:
 - (i) where the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission - the document is deemed not to have been given or received; or
 - (ii) where the time of despatch is later than 5.00 pm on a business day in the place to which the notice is sent - the document is deemed to have been received at 9.00 am on the next business day.

43. Completion of contract

43.1 Subject to the terms and conditions of this contract, the date for completion will be on or before the later of the following:

- (a) 14 days after an Occupation Certificate has been provided to the purchaser's solicitor; and
- (b) 30 days from the contract date.

43.2 The parties must complete by 3.30pm on the date for completion.

44. Notices to complete – period of notice

44.1 Notwithstanding any rule of law or equity to the contrary, it is expressly agreed and declared that in circumstances justifying the service of a notice to complete by either party upon the other party a period of 14 days from the date of service of such a notice is reasonable and sufficient notice to make time of the essence of this contract, whether or not the party giving the notice has made a previous request or demand for completion.

44.2 In the event that a notice to complete is served by registered mail the date of receipt shall be deemed to be 48 hours after the date of posting.

45. Notices to complete - cost

- 45.1 In the event that the vendor is entitled under this contract to issue a notice to complete, the purchaser must allow as an adjustment on settlement the additional sum of \$300.00 plus GST per notice, by allowance towards the legal costs and expenses of the vendor.
- 45.2 It is agreed that the sum allowed under this clause is in addition to any interest the vendor may be able to claim under this contract for late completion by the purchaser.

46. Completion delayed

- 46.1 If the price or any part of the price is not paid by the purchaser to the vendor on the date for completion then (in addition to all other remedies available to the vendor) that part of the price not paid is to carry interest calculated at the rate of 10% per annum calculated on a daily rate from the date for completion until the actual date of payment to the vendor (that period to include the date for completion but not the date of payment).
- 46.2 The purchaser does not have to pay interest during any period that completion does not occur only because the vendor is unwilling or unable to complete.
- 46.3 If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser must pay to the other party on completion the sum of \$200.00 plus GST for each cancellation.
- 46.4 The purchaser cannot require the vendor to complete unless interest and other amounts payable under this clause are paid to the vendor on completion.
- 46.5 The parties agree that the amounts payable under this clause are a genuine pre-estimate of the vendor's loss.

47. Access to Property

- (a) The Purchaser (or any representative of the Purchaser) is not entitled to access to the property at any time prior to completion without the consent of the vendor. Such consent will be granted at the vendor's discretion and on conditions prescribed by the vendor from time to time.
- (b) If the vendor grants access to the property to the purchaser (or any representative of the purchaser) prior to completion, the purchaser agrees that access will be at a time directed by the vendor and on terms and conditions and in the presence of such person as directed or set by the vendor.
- (c) This clause 47 does not limit the purchasers rights in clause 12.3.

48. No objection to plumbing and other services

- 48.1 The vendor warrants that the Services will be provided to the property.
- 48.2 No Objection may be made by the purchaser in respect of, nor is the purchaser entitled to rescind this contract by reason of:
- (a) the presence on or over the property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any water, sewerage, drainage, electricity, gas or telephone service;

- (b) any such services being used in common with an adjoining property; or
- (c) the lack of rights or easements for any such services, any defects in the services or the lack of Services to the property.

49. Land affected by fill

- (a) The vendor discloses and the purchaser acknowledges that the land may be affected by fill in accordance with the Fill Plan.
- (b) The vendor does not warrant the accuracy of the Fill Plan.
- (c) The purchaser shall not make any Objection in relation to anything disclosed in this special condition or the Fill Plan.

50. Design Guidelines

50.1 The purchaser acknowledges that:

- (a) the property forms part of Arcadian Hills, Cobbitty and is subject to the Design Guidelines
- (b) the Design Guidelines continue to apply with respect to the property following completion, and
- (c) a copy of the Design Guidelines are attached to the contract

50.2 The Purchaser must, prior to lodging any application for a construction certificate consent with Camden Council, lodge with the Vendor a copy of the plans and specifications for approval of the Vendor so that the Vendor can ensure the plans and specifications comply and are in accordance with the Design Guidelines.

50.3 The Vendor will act promptly in considering the terms of the plans and specifications and, if the Vendor believes that any part of the plans and specifications do not comply with the Design Guidelines, the Vendor will notify the Purchaser of this and the Purchaser will need to have the plans and specifications amended so that they comply with the Design Guidelines as directed by the Vendor.

50.4 The purchaser warrants that it will comply with the Design Guidelines following completion.

50.5 The Purchaser acknowledges that the Vendor retains an interest to maintain the standards of the Development and will be entitled to apply for and obtain orders against the Purchaser, including the obtaining of an injunction against the Purchaser, to ensure that the terms of the Design Guidelines are adhered to.

50.6 The Purchaser will indemnify and keep indemnified the Vendor from any loss, costs, damages or expenses which arise by virtue of the Purchaser not following, adhering to and implementing the Guidelines with respect to structures which he is to erect upon the Property.

50.7 This clause does not merge on completion.

51. Construction of Residence

51.1 Definitions:

For the purposes of clause 51 in this Contract, the following words have the meanings given:

Obligations means all obligations of the Purchaser relating to the design and construction of the Residence as contained in the Contract.

Residence means a dwelling and other improvements on the land, including, but not limited to, driveway, garage, fencing, landscaping, paving, paths and cross overs constructed on the land in accordance with plans approved by the Vendor and otherwise in accordance with the Contract.

Construction Commencement Period means the period commencing upon the date of completion of the Contract and terminating upon the date which is 24 calendar months after the date of completion of the Contract.

Construction Completion Period means 12 calendar months after the date the construction commenced of a Residence.

51.2 The Purchaser shall comply with and observe all restrictions on the use of the land which are contained in the Contract.

51.3 The Purchaser shall:

- (a) within the Construction Commencement Period commence the construction of a Residence upon the land,
- (b) within the Construction Completion Period complete the construction of a Residence.
- (c) comply with all the Obligations,
- (d) comply with all conditions and requirements imposed by Council and/or any other relevant authority, and
- (e) ensure that all relevant environment protection policies, codes of practices, occupational health and safety requirements which are in force during construction are complied with.

51.4 This clause shall not merge on completion.

52. Construction Rubbish

52.1 The Purchaser shall during the course of carrying out the construction of the Residence upon the Lot:

- (a) keep the land in a clean and tidy state and condition,
- (b) arrange for the regular collection and removal from the land of all rubbish, refuse and rubble, and
- (c) ensure that no building materials or other goods associated with building activities on the land are stored on any nature strip or street adjoining the land.

(d) This clause shall not merge on completion.

52.2 For the purpose of this clause Residence means a dwelling and other improvements on the land, including, but not limited to, driveway, garage, fencing, landscaping, paving, paths and cross overs constructed on the land in accordance with plans approved by the Vendor and all relevant authorities.

52.3 This clause does not merge on completion.

53. Fencing

53.1 The Purchaser cannot require the vendor to erect or contribute to the erection of or the cost of any dividing fence between the land and any Surrounding Land owned by the Vendor.

53.2 This clause is to apply to any re-sale of the property by the Purchaser and does not merge on completion.

54. Re-Sale of Property

54.1 Notwithstanding anything else contained herein, if the Purchaser transfers the property prior to the expiration of the Construction Commencement Period then the purchaser must:

(a) ensure that any new purchaser is bound to the terms and conditions of clause 50 (Design Guidelines), 51 (Construction of Residence) 52 (Construction Rubbish), 53 (Fencing) and this clause 54 (Re-Sale of Property) (**Required Clauses**).

(b) not market the Property for sale or erect any signage on the Property without prior written consent from the Vendor.

(c) ensure that the calculation of the Construction Commencement Period is defined adequately in any on-sale contract to ensure that the Construction Commencement Period is no more than 24 months from the date of completion of this Contract.

54.2 The Purchaser will indemnify and keep indemnified the Vendor from any loss, costs, damages or expenses which arise by virtue of the Purchaser or new purchaser not following, adhering to and implementing the requirements of the Required Clauses and clauses 54.1(a) - 54.1(c).

55. Disclosures, representations and warranties and acknowledgements

55.1 Disclosures

(a) The purchaser acknowledges that all matters disclosed, described or referred to in this contract and disclosed are clearly described.

(b) The purchaser accepts title to the property subject to all matters disclosed, described or referred to in this contract and must complete this contract despite them.

(c) The Purchaser must not make any Objection in connection with any matter that is disclosed and clearly described in this contract including the following matters:

- (i) if the vendor (or a related body corporate) owns adjoining property then the purchaser may not require any contribution to fencing costs;
- (ii) any deficiency in a Planning Certificate attached to this contract, and
- (iii) each Property Affectation.

55.2 Representations and warranties

- (a) Except for statutory provisions imposed by law which cannot be excluded by agreement, the express terms of this contract set out the whole agreement between the parties in relation to its subject matter and there are no collateral or ancillary agreements, understandings or arrangements.
- (b) The purchaser warrants that apart from statements, representations, promises and warranties expressly stated in this contract, the purchaser has not entered into it in reliance on any other statements, representations, promises or warranties (other than terms or warranties mandatorily implied by statute and incapable of being excluded by agreement) in respect of the subject matter of this contract or relating to:
 - (i) the nature, fitness or suitability for any purpose of the property;
 - (ii) financial return or income to be derived from the property;
 - (iii) Services available to the property;
 - (iv) outgoings likely to be payable by the owner of the property; or
 - (v) changes in the local area.
- (c) The purchaser warrants having sought independent advice in relation to this contract and being fully aware of obligations and rights conferred on the purchaser by its terms.

55.3 The purchaser acknowledges that warranties and acknowledgments in this clause are fundamental terms of the contract as the vendor requires confirmation that the vendor's employees or agents have not made statements, representations, promises or warranties or given building plans which are unauthorised, incorrect, misleading, deceptive or not based on reasonable grounds.

55.4 Acknowledgements

The purchaser acknowledges:

- (a) buying the property relying on the purchaser's own inspection, knowledge and enquiries; and
- (b) not relying on any representation, warranty or promise other than as set out in writing in this contract.
- (c) The purchaser has relied on its own enquiries in relation to all matters affecting the property, where or not disclosed in this contract.

It is expressly agreed between the parties that this clause shall not merge on completion.

55.5 **Passing of Risk**

The purchaser bears the risk of damage to the property including improvements from the date for completion.

55.6 **Property Affectations**

The vendor does not represent or warrant that any Property Affectation is enforceable. The vendor has no obligation to do anything to enforce or extinguish any Property Affectation. For the avoidance of doubt this clause does not limit the obligation to transfer title to the property free of any mortgage.

55.7 **Objections**

Subject to any express provision in this contract to the contrary, the purchaser is not entitled to make any Objection because of or in connection with any matter referred to in or accepted by the purchaser in this clause 55. The purchaser releases the vendor from all costs, expenses, damages, claims and liability in connection with such matters.

55.8 **Conveyancing laws**

This clause 55 does not apply to the extent of any inconsistency with either section 52A of the *Conveyancing Act 1919* (NSW) or the *Conveyancing (Sale of Land) Regulation 2005* (NSW) as amended.

55.9 **Confidentiality**

- (a) The Purchaser acknowledges that the terms and conditions of this contract are confidential and must not be disclosed to any other party except in accordance with subclause 55.9(b).
- (b) The Purchaser may only disclose the terms and conditions of this contract to facilitate the completion of the contract, or to establish or enforce any rights under or perform any obligations in accordance with the provisions of this Contract. Disclosure may be made to the Purchaser's legal adviser, financial adviser and mortgagee (if any) or in circumstances where such disclosure is required by law.
- (c) This clause will not merge on completion.

55.10 **Purchaser's financial assessment**

- (a) The purchaser acknowledges and warrants to the vendor that:
 - (i) the purchaser has made an independent assessment of the financial implications of the entering into of this contract (to evidence the transaction between the parties) having regard to the purchaser's particular circumstances (of which the vendor is not aware);
 - (ii) the purchaser has obtained independent advice which the purchaser deems necessary to enter into this contract (to evidence the transaction between the parties), and
 - (iii) the purchaser has not relied upon any representation, warranty or statement made by the vendor or any person on behalf of the vendor or any agent with respect to the property, the entering into of this

contract or the financial outcome for the purchaser (either now or in the future) with respect to the entering into of this contract, and that the purchaser has not relied upon or been induced to enter into this contract by virtue of the matters referred to in this clause.

- (b) The purchaser acknowledges that:
 - (i) neither the vendor nor any other person or agent associated with the sale of the property to the purchaser holds an Australian financial services licence. and
 - (ii) neither the vendor nor any agent or other person associated with the entering into of this contract is licensed to provide financial advice under the Corporations Act 2001.

56. Discharge of mortgage

The purchaser is not entitled to require the vendor prior to settlement to register a discharge of any mortgage or a withdrawal of any caveat affecting the property but will accept on settlement a properly signed discharge of any such mortgage or withdrawal of any such caveat as the case may be on due allowance being made for the appropriate registration fees.

57. Caveats

The purchaser must not lodge a caveat for notation on the folio of the register for the property.

58. Requisitions

The purchaser acknowledges receipt of the Replies and warrants it is satisfied with the Replies to its Requisitions and is not entitled to make other requisitions or objections. The vendor may change the Replies prior to completion.

59. Rights from Completion

59.1 Sale and leasing facilities

Both before and after completion and until the vendor or Builder completes the sale of all land forming part of the Development, the vendor or Builder and the persons authorised by the vendor or Builder may:

- (a) conduct selling and leasing activities in and about the Surrounding Land (**Selling and Leasing Activities**), and
- (b) place and maintain in and about the Surrounding Land (but not the property):
 - (i) signs of all kinds in connection with Selling and Leasing Activities, and
 - (ii) offices and other facilities for people involved in Selling and Leasing Activities hold any event or function in or about the Surrounding Land (but not the property) in connection with Selling and Leasing Activities.
- (c) have located on the Surrounding Land a sales office to enable employees of the Development to conduct selling and leasing activities.

59.2 Continuation of Development Activities

- (a) The purchaser acknowledges and is aware that the vendor will continue Development Activities after the contract date.
- (b) The purchaser is not entitled to and must not make any Objection because of the fact that Development Activities have been carried out and will continue to be carried out following the contract date and following completion.
- (c) The purchaser acknowledges that reasonable endeavours will be used by the vendor to ensure that any Development Activities carried out by the vendor after completion cause the purchaser as little inconvenience as is reasonably practicable.

60. General

60.1 Variation and waiver

- (a) A variation of any term of this contract must be in writing and signed by the parties.
- (b) A waiver of a condition of the operation of this contract must be in writing and signed by the party having the benefit of the condition.

60.2 Entire Contract

This contract constitutes the entire agreement between the parties in respect of its subject matter. In particular, the parties acknowledge that no oral statement communicated between the parties or their agents and representatives or written material provided on behalf of a party, by its agent or representative (**Communication**) has been interpreted as in any way qualifying the terms of this contract, and that no Communication in future will be interpreted as qualifying the terms of this contract unless confirmed as a variation.

60.3 Continuing obligations

- (a) Each indemnity by the purchaser in this contract is a continuing obligation, separate and independent from the purchaser's other obligations and survives completion of this contract.
- (b) It is not necessary for the vendor to incur expenses or to make any payment before enforcing a right of indemnity conferred by this contract. The purchaser must pay on demand any amount it must pay under an indemnity in this contract.
- (c) To the extent permissible by law, a reference in this contract to the vendor in any release or indemnity includes a reference to the vendor and its Associates including any ultimate holding company of the vendor.

60.4 Liability and claims

- (a) If a claim made by or on behalf of the purchaser is withdrawn by or on behalf of the purchaser on or before completion, the purchaser irrevocably agrees that its claim shall be wholly withdrawn and forfeited and that the purchaser will have no right to make any claim in relation to the same or similar subject matter at any time on or from completion.

- (b) If:
 - (i) this contract is rescinded by any party;
 - (ii) or terminated (other than by performance) by the purchaser,the purchaser will not have any claim against the vendor for damages, costs or expenses whatsoever.

60.5 **No disparaging comments**

The purchaser promises not to make, nor allow any other person to make, or consent to any other person making, any negative, derogatory or disparaging comments about the vendor, its directors, officers, employees, solicitors or related bodies corporate or any representatives, agents, solicitors, contractors or builders of the vendor or the manner of the conduct of the development of property.

61. **GST Withholding Requirements and GST Margin Scheme**

61.1 The vendor and the purchaser acknowledge that the price includes GST.

61.2 If Subdivision 14-E of Schedule 1 of the TA Act applies to the sale of the property, then the following subclauses will apply.

61.3 If the purchaser is required to make an RW Payment in respect of this contract, the purchaser must:

- (a) give the Commissioner a Form 1 Notice:
 - (i) within 14 days after the contract date; or
 - (ii) at such earlier time required under section 16-150 of Schedule 1 of the TA Act;
- (b) serve the vendor's solicitor within 2 days of receipt, with a copy of the confirmation received from the ATO on lodgment of the Form 1 Notice, which includes details of the Lodgement reference number (LRN) and Payment reference number (PRN) (**Confirmation Notice**); and
- (c) on completion:
 - (i) give the vendor a bank cheque payable to the Commissioner for the RW Payment amount; or
 - (ii) if the parties have agreed to complete through PEXA, pay the RW Payment by electronic funds transfer to the account nominated by the Commissioner in the Financial Settlement Schedule.

61.4 At completion, the purchaser must give the vendor:

- (a) a declaration by the purchaser confirming that the transaction details provided in the Confirmation Notice are true and correct; and
- (b) a written direction to the vendor and the vendor's solicitor authorising it to complete, on behalf of the purchaser, a Form 2 Notice.

61.5 After completion, the vendor will:

- (a) forward to the ATO any bank cheque received under clause 61.3(c)(i); and
- (b) cause the vendor's solicitor to complete and submit a Form 2 Notice on behalf of the purchaser.

61.6 If the purchaser fails to comply with clause 61.4 the purchaser will be in breach of this contract in an essential respect.

61.7 This clause will not merge on completion

62. Privacy Act

62.1 Definitions

For the purposes of this clause 64 the following definitions apply:

Associate is in relation to:

- (a) a body corporate, is as defined in the *Corporations Act 2001* (Cth); and
- (b) a natural person, means any spouse or relative by blood or adoption of that person or of that person's spouse.

Personal Information has the meaning given in the Privacy Act

Privacy Act means *The Privacy Act, 1988* (Cth)

Prohibited Entity means any person or entity which:

- (a) is a 'terrorist organisation' as defined in Part 5.3 of the *Criminal Code Act 1995* (Cth); or
- (b) has a connection with certain countries or named individuals or entities subject to international sanctions or is associated with terrorism including the persons or entities listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the Charter of the *United Nations Act 1945* (Cth) which list as at the date of the Contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist organisations maintained pursuant to the rules and regulations of the Australian Foreign Affairs and Trade pursuant to any other Australian legislation

62.2 Consent

The purchaser consents to its Personal Information being:

- (a) used by the vendor or its Associates:
 - (i) in connection with their business; or
 - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor or its Associates:
 - (i) if required or permitted by law;

- (ii) as specified in any applicable privacy statement; and
- (iii) to any person with whom they deal in connection with their business, including persons who are overseas.

62.3 Collection of information

The purchaser acknowledges and agrees that the vendor and its Associates may collect information about the purchaser set out in this contract or made available to the Vendor in relation to this contract and that the Vendor and its Associates may disclose that information in relation to this contract to:

- (a) their agents (or prospective agents);
- (b) their financiers or financial advisers (or prospective financiers or financial advisers);
- (c) external service providers (including solicitors, insurers and accountants); and
- (d) any person with whom the Vendor or its Associates deals with in connection with their business, including persons who are overseas.

62.4 Prohibited Entities

The purchaser represents and warrants that:

- (a) it is not a Prohibited Entity;
- (b) it is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
- (c) no person who has any direct or indirect interest in the purchaser, including shareholders, stockholders, members, partners and other investors is a Prohibited Entity;
- (d) no Prohibited Entity obtains a legal or equitable interest in the Property because the purchaser enters into or completes this contract; and
- (e) it is in material compliance with all laws, statutes, rules and regulations of any federal, state or local government agency or authority of Australia, including Part 4 of the *Charter of the United Nations Act 1945 (Cth)* and Part 5.3 of the *Criminal Code Act 1995 (Cth)*.

63. Trustee purchaser

If the purchaser enters into this contract as trustee of any trust (**Purchaser Trust**) (and whether or not the vendor has notice of the Purchaser Trust) the purchaser:

- (a) acknowledges that the purchaser is bound under this contract both personally and in the purchaser's capacity as trustee of the Purchaser Trust;
- (b) warrants to the vendor that:
 - (i) the Purchaser Trust is validly created and is in existence;
 - (ii) the purchaser will disclose fully to the vendor the terms of the Purchaser Trust on request;

- (iii) the purchaser possesses unqualified power under the Purchaser Trust to enter into this contract;
 - (iv) any consent, approval or resolution necessary to enable the purchaser to enter and discharge the purchaser's obligations under this contract has been obtained or passed; and
 - (v) the purchaser holds the purchaser's interest under this contract:
 - (A) in the proper exercise of the purchaser's powers under the Purchaser Trust; and
 - (B) for the benefit of the beneficiaries or objects of the Purchaser Trust;
- (c) must ensure that between the contract date and the final discharge of the purchaser's obligations under this contract there does not occur without the vendor's consent (that consent not to be unreasonably withheld) any of the following events:
- (i) amendment or revocation of the Purchaser Trust;
 - (ii) removal or retirement of any trustee of the Purchaser Trust;
 - (iii) appointment of a new or additional trustee of the Purchaser Trust;
 - (iv) use of the Purchaser Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Purchaser Trust;
 - (v) distribution, resettlement or transfer of the Purchaser Trust assets;
 - (vi) anything that might result in the trustee's entitlement to its indemnity from the Purchaser Trust assets or the beneficiaries being diminished;
 - (vii) acceleration of the vesting date or termination of the Purchaser Trust; or
 - (viii) the purchaser as trustee:
 - (A) incurring a debt;
 - (B) lending money;
 - (C) giving a guarantee or indemnity;
 - (D) encumbering a Purchaser Trust asset;
 - (E) mixing Purchaser Trust assets;
 - (F) comprising a claim in relation to any Purchaser Trust asset;
 - (G) parting with possession of a Purchaser Trust asset;
 - (H) delegating any of the purchaser's trustee's powers; or
 - (I) increasing the purchaser's trustee remuneration,

- (d) other than in the proper exercise of the purchaser's duties under the Purchaser Trust.

64. Guarantee

- 64.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 64.2 The word guarantor means each director of the purchaser as at the date of this contract.
- 64.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 64.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - (a) payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 64.5 The guarantor:
 - (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 64.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - (a) the performance by the purchaser of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 64.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 64.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 64.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

64.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

64.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

64.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed

SIGNED SEALED & DELIVERED by

In the presence of:

Signature of Witness:

Signature/s of Guarantor/s

Full Name of Witness

Signature/s of Guarantor/s

SIGNED SEALED & DELIVERED by

In the presence of:

Signature of Witness:

Signature/s of Guarantor/s

Full Name of Witness

Signature/s of Guarantor/s

65. Provisions in relation to construction of Dwelling

65.1 Definitions

For the purposes of this Contract:

Builder means McDonald Jones Homes Pty Ltd ABN 59 089 524 050.

Building Contract means the Building Contract entered between the Builder and the purchaser in relation to the dwelling to be constructed on the land by the Builder.

Building Works means all works in relation to the construction of the dwelling on the land in accordance with the Building Contract undertaken by the Builder.

65.2 Liability of vendor

The purchaser acknowledges and agrees that the Builder is responsible for and the vendor is not responsible for the construction conditions designed development or delivery of any dwelling, structures and improvements or inclusions on the land in respect of which the Builder is required to provide to the purchaser pursuant to the Building Contract and the vendor is released from all obligations and liabilities in connection with the construction condition or delivery of such dwelling, structures and improvement or inclusions.

65.3 Construction of residential dwelling on the property

The vendor discloses and the purchaser agrees and acknowledges that:

- (a) The purchaser will not be entitled to raise any requisitions or claims or delay completion or terminate as a result of the nature or existence of a partially or completed constructed dwelling irrespective as to whether the construction of the dwelling has or has not reached practical completion at the time of completion;
- (b) The vendor does not provide any warranty in connection to any improvements on the property.

65.4 Home Building Act

The parties acknowledge and agree that this Contract does not comprise a contract for residential building work or specialist work for the purposes of the *Home Building Act 1989* (NSW).

65.5 Home Owners Warranty Insurance Certificate - if attached

In relation to the home owners warranty insurance certificate (the **Certificate**) and the insurance brochure referred in section 96A(1A) of the *Home Building Act* (the **Brochure**) attached to this Contract, the purchaser acknowledges the following:

- (a) The purchaser has reviewed the Certificate and the Brochure;
- (b) The Certificate is evidence of the insurance required to be obtained under section 92 of the *Home Building Act 1989* (NSW); and
- (c) Before entering into this Contract, the purchaser received from the Builder a copy of the Brochure.

65.6 Building Contract

The purchaser agrees and acknowledges that:

- (a) The vendor enters into this contract at the request and direction of the Builder.
- (b) The vendor is not required to do or cause to be done any Building Works on the property.
- (c) The Builder is solely responsible for a liability loss, costs and expenses arising from or incurred in connection with any (including damage, loss, injury and death) caused or contributed to, by or in connection with:
 - (i) any act, omission, negligence or default of the Builder or the Builder's associates under the Building Contract or otherwise;
 - (ii) anything occurring on or originating in or coming from the property;
 - (iii) the construction of the improvements on the property; and
 - (iv) non-compliance for the *Home Building Act 1989* (NSW) or any other law or any approval by the consent authority to any Building Work.

65.7 Termination of the Building Contract

The purchaser acknowledges and agrees that if the Building Contract is terminated for any reason then the vendor may terminate this Contract on giving written notice to the purchaser. If the Building Contract is terminated:

- (a) by the purchaser on the default of the Builder then the deposit will be refunded to the purchaser;
- (b) by the Builder on the default of the purchaser, then the default of the purchaser under the Building Contract will constitute a default under this Contract and the deposit will be forfeited

ATTACHMENTS

1. Folio Identifier for the Land
2. Deposited Plans and other Registered Dealings for the Land
3. Section 10.7 (2) Certificates
4. Sewerage Service Location Diagram
5. Fill Plan
6. Requisitions and Replies
7. Clearance Certificate
8. Home Owners Warranty Insurance Certificate and Brochure



FOLIO: 622/1231304

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/2/2019	9:52 AM	1	7/2/2019

LAND

LOT 622 IN DEPOSITED PLAN 1231304
AT COBBITTY
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1231304

FIRST SCHEDULE

AVJENNINGS PROPERTIES LIMITED

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1162239 RESTRICTION(S) ON THE USE OF LAND
AG434622 VARIATION OF RESTRICTION DP1162239
- 3 AI1111044 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD
(SEE AJ694672)
- 4 DP1193911 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (16) IN THE S.88B INSTRUMENT
- 5 DP1231304 EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 METRE(S)
WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1231304 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT
- 7 DP1231304 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

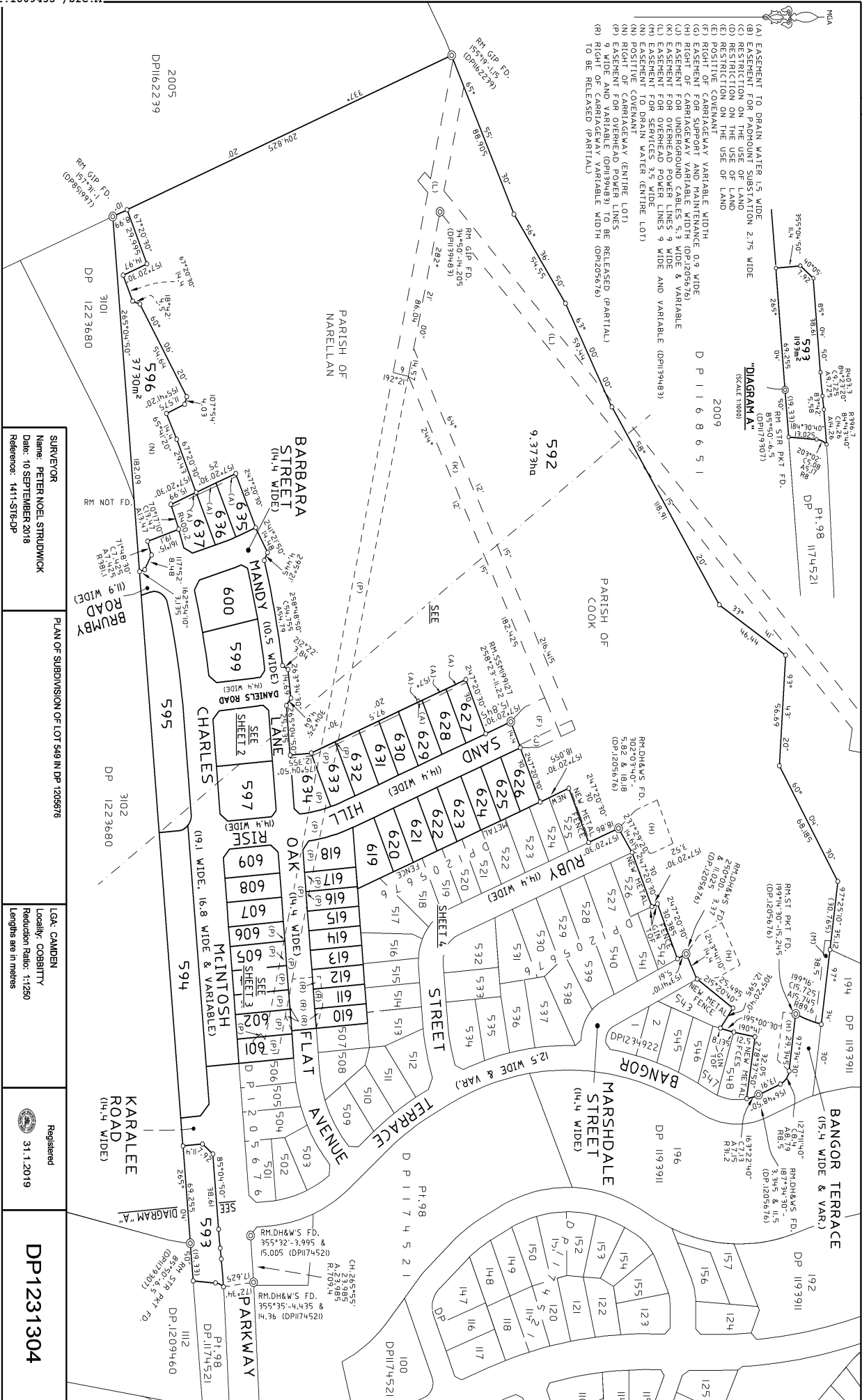
*** END OF SEARCH ***

PLAN FORM 2 (A2)

DP1231304

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 4 sheets



SURVEYOR
 Name: PETER NOEL STRUDWICK
 Date: 10 SEPTEMBER 2018
 Reference: 1411-ST6-DP

PLAN OF SUBDIVISION OF LOT 549 IN DP 1205676

LOCAL: CAMDEN
 Locality: COBBITTY
 Reduction Ratio: 1:1250
 Lengths are in metres

Registered
 31.1.2019

DP1231304

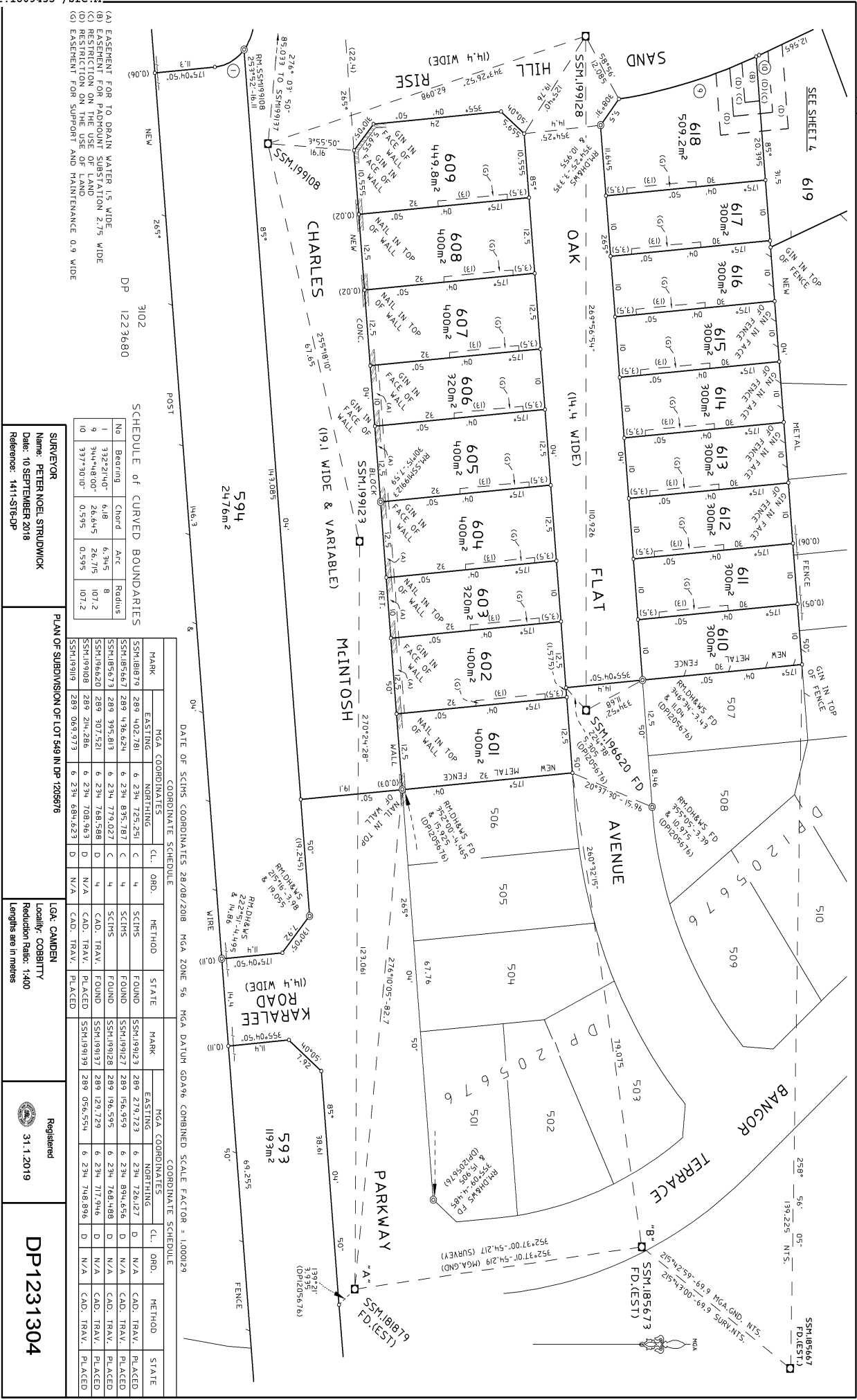
PLAN FORM 2 (A2)

DP1231304

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 4

DP1231304



(A) EASEMENT FOR PUMP AND DRAIN WATER 1.5 WIDE
 (B) EASEMENT FOR PUMP AND DRAIN WATER 2.75 WIDE
 (C) RESTRICTION ON THE USE OF LAND
 (D) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE

DP 1223680

SURVEYOR
 Name: PETER NOEL STRUDWICK
 Date: 10 SEPTEMBER 2018
 Reference: 141-STR-6P

PLAN OF SUBDIVISION OF LOT 549 IN DP 1206676

LOCAL CAMDEN
 Locality: COBBITTY
 Reduction Ratio: 1:400
 Lengths are in metres

Registered
 31.1.2019

DP1231304

SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	332°21'40"	6.18	6.345	8
9	344°44'00"	26.645	26.715	107.2
10	337°30'10"	0.595	0.595	107.2

DATE OF SCHEM COORDINATES 28/08/2018 MGA ZONE 56 MGA DATUM GDA96 COMBINED SCALE FACTOR = 1.000129

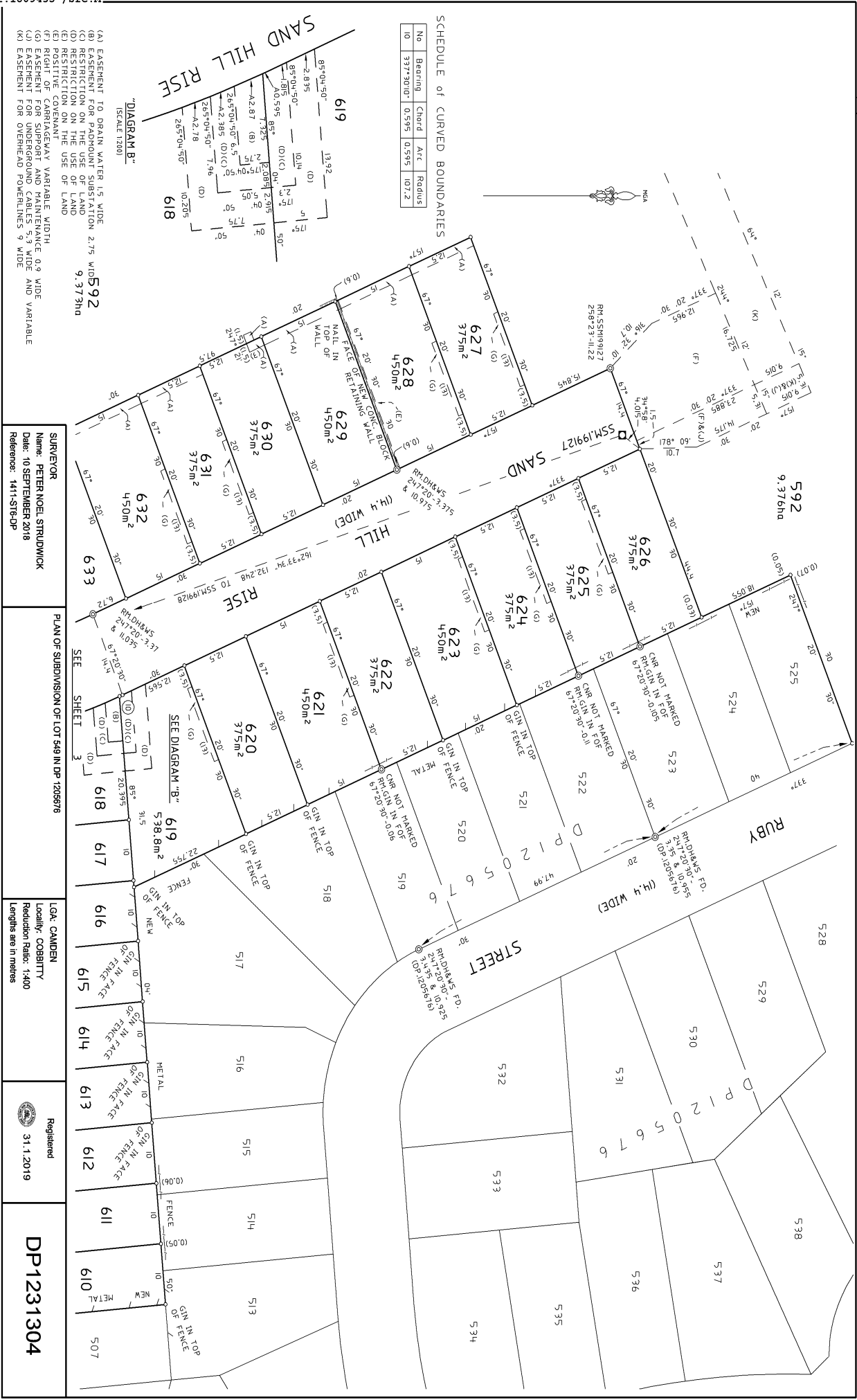
MARK	EASTING	NORTHING	CL.	ORD.	METHOD	STATE	MARK	EASTING	NORTHING	CL.	ORD.	METHOD	STATE
SSM185671	289 402.781	6 234 729.251	C	4	SCIMS	FOUND	SSM199123	289 279.723	6 234 728.127	D	N/A	CAD. TRAV.	PLACED
SSM185672	289 436.624	6 234 835.787	C	4	SCIMS	FOUND	SSM199127	289 186.959	6 234 894.656	D	N/A	CAD. TRAV.	PLACED
SSM185673	289 395.813	6 234 778.027	C	4	SCIMS	FOUND	SSM199128	289 196.595	6 234 768.488	D	N/A	CAD. TRAV.	PLACED
SSM196620	289 307.521	6 234 768.588	D	4	CAD. TRAV.	FOUND	SSM199137	289 129.129	6 234 717.946	D	N/A	CAD. TRAV.	PLACED
SSM199108	289 214.286	6 234 708.963	D	4	CAD. TRAV.	PLACED	SSM199139	289 056.554	6 234 748.886	D	N/A	CAD. TRAV.	PLACED
SSM199109	289 069.973	6 234 684.623	D	N/A	CAD. TRAV.	PLACED							

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CL.	ORD.	METHOD	STATE	MARK	EASTING	NORTHING	CL.	ORD.	METHOD	STATE
SSM185671	289 402.781	6 234 729.251	C	4	SCIMS	FOUND	SSM199123	289 279.723	6 234 728.127	D	N/A	CAD. TRAV.	PLACED
SSM185672	289 436.624	6 234 835.787	C	4	SCIMS	FOUND	SSM199127	289 186.959	6 234 894.656	D	N/A	CAD. TRAV.	PLACED
SSM185673	289 395.813	6 234 778.027	C	4	SCIMS	FOUND	SSM199128	289 196.595	6 234 768.488	D	N/A	CAD. TRAV.	PLACED
SSM196620	289 307.521	6 234 768.588	D	4	CAD. TRAV.	FOUND	SSM199137	289 129.129	6 234 717.946	D	N/A	CAD. TRAV.	PLACED
SSM199108	289 214.286	6 234 708.963	D	4	CAD. TRAV.	PLACED	SSM199139	289 056.554	6 234 748.886	D	N/A	CAD. TRAV.	PLACED
SSM199109	289 069.973	6 234 684.623	D	N/A	CAD. TRAV.	PLACED							

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	ARC	Radius
10	337°30'01"	0.595	0.595	107.2



619 SAND HILL RISE
 618 "DIAGRAM B"
 SCALE 1:200

(A) EASEMENT TO DRAIN WATER 1.5 WIDE
 (B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 (C) RESTRICTION ON THE USE OF LAND
 (D) RESTRICTION ON THE USE OF LAND
 (E) RESTRICTION ON THE USE OF LAND
 (F) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 (G) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
 (H) EASEMENT FOR UNDERGROUND CABLES 5.3 WIDE AND VARIABLE
 (K) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE


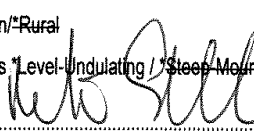
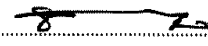
592 9.376ha
 628 450m²
 629 450m²
 627 375m²
 626 375m²
 625 375m²
 624 375m²
 623 450m²
 622 375m²
 621 450m²
 620 375m²
 630 375m²
 631 375m²
 632 450m²
 633


528
 529
 530
 531
 532
 533
 534
 535
 536
 537
 538
 524
 525
 523
 522
 521
 520
 519
 518
 517
 516
 515
 514
 513
 507


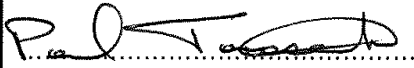
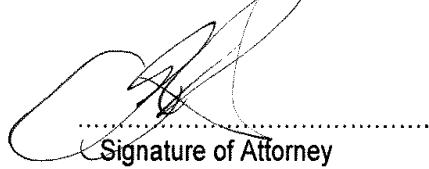

PLAN OF SUBDIVISION OF LOT 549 IN DP 1206676
 SEE SHEET 3


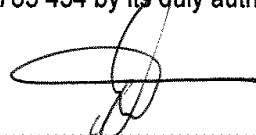

REGISTRAR
 31.1.2019


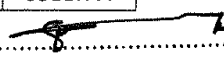
DP1231304


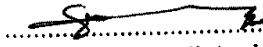
PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Office Use Only			Office Use Only		
Registered:  31.1.2019			<h1>DP1231304</h1>		
Title System: TORRENS					
PLAN OF SUBDIVISION OF LOT 549 IN DP1205676			LGA: CAMDEN Locality: COBBITTY Parish: COOK AND NARELLAN County: CUMBERLAND		
<p style="text-align: center;">Survey Certificate</p> <p>I, Peter Noel Strudwick of YODALE STRUDWICK & CO PTY. LTD of SUITE 4, 114 HAMPDEN ROAD, ARTARMON NSW 2064 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 10th of September 2018, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level/Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 10/09/18</p> <p>Surveyor Identification No: 2050</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>			<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>		
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>SUGULE MOHAMED</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>12/12/2018</u></p> <p>Subdivision Certificate number: <u>14-2011-436.5</u></p> <p>File number: <u>DA12011436</u></p> <p>*Strike through if inapplicable.</p>			<p>Plans used in the preparation of survey/compilation.</p> <p>DP1193911, DP1139483, DP1179307, DP1174521, DP1162239, DP1209460, DP1205676, DP1223680.</p>		
<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE SAND HILL RISE, KARALEE ROAD, BRUMBY ROAD, DANIELS ROAD, BARBARA STREET MANDY LANE AND THE EXTENSIONS OF CHARLES MCINTOSH PARKWAY AND OAK FLAT AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>			<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		
Surveyor's Reference: 1411-ST6-DP					

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 6 sheet(s)
Office Use Only Registered:  31.1.2019	Office Use Only <h1 style="margin: 0;">DP1231304</h1>	
PLAN OF SUBDIVISION OF LOT 549 IN DP1205676	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. 	
Subdivision Certificate number: <u>14.2011.436.5</u> Date of Endorsement: <u>12/12/2018</u>		
IT IS INTENDED TO DEDICATE LOT 595 TO THE PUBLIC AS PUBLIC RESERVE.		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,IT IS INTENDED TO CREATE;		
<ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A) 2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (B) 3. RESTRICTION ON THE USE OF LAND (C) 4. RESTRICTION ON THE USE OF LAND (D) 5. RESTRICTION ON THE USE OF LAND (E) 6. POSITIVE COVENANT (E) 7. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (F) 8. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE(G) 9. POSITIVE COVENANT 10. RESTRICTION ON THE USE OF LAND 11. RESTRICTION ON THE USE OF LAND 12. POSITIVE COVENANT 13. RESTRICTION ON THE USE OF LAND 14. RESTRICTION ON THE USE OF LAND 15. EASEMENT FOR UNDERGROUND CABLES 5.3 WIDE AND VARIABLE (J) 16. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (K) 17. EASEMENT FOR SERVICES 3.5 WIDE (M) 18. EASEMENT TO DRAIN WATER (ENTIRE LOT) (N) 19. POSITIVE COVENANT 20. RIGHT OF CARRIAGEWAY (ENTIRE LOT) (N) 		
IT IS INTENDED TO RELEASE;		
<ol style="list-style-type: none"> 1. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE AND VARIBLE CREATED BY DP1139483 (PARTIAL) 2. EASEMENT FOR UNDERGROUND CABLES 3 WIDE CREATED BY DP1205676 3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP 1205676 (PARTIAL) 4. RIGHT OF CARRIAGEWAY 19.1 WIDE CREATED BY DP 1223680 (PARTIAL) 5. EASEMENT TO DRAIN WATER 1.5 WIDE CREATED BY DP1205676 (PARTIAL) 		
..... Camden Council Authorised Person		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 1411-ST6-DP		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 6 sheet(s)
Office Use Only Registered:  31.1.2019	Office Use Only <h1 style="text-align: center; margin: 0;">DP1231304</h1>	
PLAN OF SUBDIVISION OF LOT 549 IN DP1205676	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate number: <u>14.2011-436-5</u> Date of Endorsement: <u>12/12/2018</u>		
Signed by AV Jennings Properties Limited (ABN50 004 601 503) by their Attorney pursuant to Power of Attorney registered Book 4689 No. 223 who declares that he has no notice of revocation of same in the presence of;		
 Signature of Witness	 Signature of Attorney	
<u>PAUL TARASENKO</u> Name of Witness	<u>GEORGE DINIAKOS</u> Name of Attorney	
<u>LEVEL 3,</u> <u>11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153</u> Address of Witness		
<div style="text-align: right; margin-right: 100px;">  Camden Council Authorised Person </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 1411-ST6-DP		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 6 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  31.1.2019</p> <p>PLAN OF SUBDIVISION OF LOT 549 IN DP1205676</p> <p>Subdivision Certificate number: <u>14.2011.436.5</u></p> <p>Date of Endorsement: <u>12/12/2018</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1231304</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 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 	
<p>CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised Attorney under power of Attorney Book 4659 No. 765</p> <p style="text-align: center;">Aaron Lind Director ...of Commonwealth Bank of Australia...</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 45%;"> <p>Name of Attorney</p> <p>Date <u>17/12/2018</u></p> <p>Signature of Witness</p> <p style="text-align: center;">Tony Di Paolo Director, Agency</p> <p>Name of Witness</p> <p style="text-align: center;">Level 21, 727 Collins Street Melbourne VIC 3008</p> <p>Address of Witness</p> </div> <div style="width: 45%; text-align: center;">  <p>Signature of Attorney</p> </div> </div> <div style="text-align: right; margin-top: 20px;">  <p>Camden Council Authorised Person</p> </div> <p style="text-align: center; margin-top: 20px;">If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 1411-ST6-DP</p>		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 6 sheet(s)		
<p style="text-align: right;">Office Use Only</p> <p>Registered:  31.1.2019</p> <p>PLAN OF SUBDIVISION OF LOT 549 IN DP1205676</p> <p>Subdivision Certificate number: <u>14-2011-436-S</u></p> <p>Date of Endorsement: <u>12/12/2018</u></p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1231304</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) 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. 			
The Surveying & Spatial Information Regulation 2017, Clause 60 (c).				
Lot No.	House No.	Street Name	Street type	Suburb
592	A	BANGOR	TERRACE	COBBITTY
593	A	CHARLES MCINTOSH	PARKWAY	COBBITTY
594	B	CHARLES MCINTOSH	PARKWAY	COBBITTY
595	C	CHARLES MCINTOSH	PARKWAY	COBBITTY
596	D	CHARLES MCINTOSH	PARKWAY	COBBITTY
597	1-7	MANDY	LANE	COBBITTY
598	9-15	MANDY	LANE	COBBITTY
599	17-23	MANDY	LANE	COBBITTY
600	25-31	MANDY	LANE	COBBITTY
601	9	OAK FLAT	AVENUE	COBBITTY
602	11	OAK FLAT	AVENUE	COBBITTY
603	13	OAK FLAT	AVENUE	COBBITTY
604	15	OAK FLAT	AVENUE	COBBITTY
605	17	OAK FLAT	AVENUE	COBBITTY
606	19	OAK FLAT	AVENUE	COBBITTY
607	21	OAK FLAT	AVENUE	COBBITTY
608	23	OAK FLAT	AVENUE	COBBITTY
609	25	OAK FLAT	AVENUE	COBBITTY
610	8	OAK FLAT	AVENUE	COBBITTY
611	10	OAK FLAT	AVENUE	COBBITTY
612	12	OAK FLAT	AVENUE	COBBITTY
613	14	OAK FLAT	AVENUE	COBBITTY
614	16	OAK FLAT	AVENUE	COBBITTY
615	18	OAK FLAT	AVENUE	COBBITTY
616	20	OAK FLAT	AVENUE	COBBITTY
617	22	OAK FLAT	AVENUE	COBBITTY
618	4	SAND HILL	RISE	COBBITTY
619	6	SAND HILL	RISE	COBBITTY
 Camden Council Authorised Person				
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 1411-ST6-DP				

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 6 sheet(s)		
<p style="text-align: right;">Office Use Only</p> <p>Registered:  31.1.2019</p> <p>PLAN OF SUBDIVISION OF LOT 549 IN DP1205676</p> <p>Subdivision Certificate number: <u>14/2011/436-5</u></p> <p>Date of Endorsement: <u>12/12/2018</u></p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1231304</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) 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. 			
The Surveying & Spatial Information Regulation 2017, Clause 60 (c).				
Lot No.	House No.	Street Name	Street type	Suburb
620	8	SAND HILL	RISE	COBBITTY
621	10	SAND HILL	RISE	COBBITTY
622	12	SAND HILL	RISE	COBBITTY
623	14	SAND HILL	RISE	COBBITTY
624	16	SAND HILL	RISE	COBBITTY
625	18	SAND HILL	RISE	COBBITTY
626	20	SAND HILL	RISE	COBBITTY
627	17	SAND HILL	RISE	COBBITTY
628	15	SAND HILL	RISE	COBBITTY
629	13	SAND HILL	RISE	COBBITTY
630	11	SAND HILL	RISE	COBBITTY
631	9	SAND HILL	RISE	COBBITTY
632	7	SAND HILL	RISE	COBBITTY
633	5	SAND HILL	RISE	COBBITTY
634	3	SAND HILL	RISE	COBBITTY
635	5	BARBARA	STREET	COBBITTY
636	3	BARBARA	STREET	COBBITTY
637	1	BARBARA	STREET	COBBITTY
 Camden Council Authorised Person				
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 1411-ST6-DP				

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

(Sheet 1 of 14)

Plan: DP1231304

Subdivision of Lot 549 in DP1205676
 covered by Council Subdivision
 Certificate No. 14.2011.436.5

Full name and address of the owner of the land:

AVJennings Properties Limited.
 Level 3, 11-13 Brookhollow Avenue
 Baulkham Hills NSW 2153
 ABN 50 004 601 503

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide.(A)	602 603 604 605 606 627 628 629 630 592 631 632 633 634 635 636 637 596	601. 601, 602. 601, 602, 603. 601, 602, 603, 604. 601, 602, 603, 604, 605. 592 592, 627. 592, 627, 628. 592, 627, 628, 629 627, 628, 629. 630. 630, 631. 630, 631, 632. 630, 631, 632, 633. 592. 592, 635. 592, 635, 636 592, 635, 636, 637
2	Easement for Padmount Substation 2.75 wide. (B)	618	Epsilon Distribution Ministerial Holding Corporation
3	Restriction on the Use of Land (C)	Part of lot 618, Part of lot 619.	Epsilon Distribution Ministerial Holding Corporation
4	Restriction on the Use of Land (D)	Part of lot 618, Part of lot 619.	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the Use of Land (E)	Part of lot 628, Part of lot 633, Part of lot 635.	Camden Council
6	Positive Covenant (E)	Part of lot 628, Part of lot 633, Part of lot 635.	Camden Council


 Council Authorised Person

Plan: DP1231304

Subdivision of Lot 549 in DP1205676
 covered by Council Subdivision
 Certificate No. 14.2011.436.5

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
7	Right of Carriageway variable width (F)	592	Camden Council
8	Easement for Support and Maintenance 0.9 wide (G)	602 603 604 605 606 607 608 609 611 612 613 614 615 616 617 618 619 621 623 624 625 627 628 631 632 635 637	601 602 603 604 605 606 607 608 610 611 612 613 614 615 616 617 620 622 624 625 626 592 627 630 631 592 636
9	Positive Covenant	597 to 637 incl.	Camden Council
10	Restriction on the Use of Land	597 to 618 incl. 634 to 637 incl.	Camden Council
11	Restriction on the Use of Land	623 to 628 incl.	Camden Council
12	Positive Covenant	597 to 609 incl. and 637	Camden Council
13	Restriction on the Use of Land	Each and every lot	Each and every other lot.
14	Restriction on the Use of Land	626	Camden Council


 Council Authorised Person

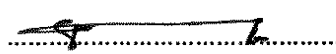
Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
 covered by Council Subdivision
 Certificate No. 14.2011.436.5

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
15	Easement for underground cables 5.3 wide and variable (J)	592	Epsilon Distribution Ministerial Holding Corporation
16	Easement for Overhead Power Lines 9 wide (K)	592	Epsilon Distribution Ministerial Holding Corporation
17	Easement for Services 3.5 wide (M)	592	2009/1162239
18	Easement to Drain Water (N) (Entire Lot)	596	Camden Council
19	Positive Covenant	596	Camden Council
20	Right of Carriageway (N) (Entire Lot)	596	Camden Council

PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Overhead Power Lines 9 wide and variable (P) created by DP1139483 (Partial)	549/1205676	Epsilon Distribution Ministerial Holding Corporation as Statutory Successor of Integral Energy
2	Easement for underground cables 3 wide created by DP 1205676	549/1205676	Epsilon Distribution Ministerial Holding Corporation as Statutory Successor of Endeavour Energy
3	Right of carriageway variable width created by DP 1205676 (R) (Partial)	549/1205676	Camden Council
4	Right of carriageway 19.1 wide created by DP 1223680	549/1205676	3101/1223680
5	Easement to Drain Water 1.5 metres wide created by DP1205676 (Partial)	526/1205676 527/1205676 528/1205676 529/1205676 530/1205676 531/1205676 533/1205676 534/1205676 535/1205676	Each and every lot except lot 592 comprised in Lot 549 in DP1205676


 Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.436.5

PART 2

Terms of the Easement for Padmount Substation 2.75 wide (B) secondly referred to in the abovementioned plan.

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Terms of the Restriction on the Use of Land thirdly referred to in the abovementioned plan.

1.0 Definitions:

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 1.3 **erect** includes construct, install, build and maintain.
 - 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.


.....
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.436.5

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

4.0 **Lessee of 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 Endeavour Energy, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system 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 the Restriction on the Use of Land fourthly referred to in the abovementioned plan.

1.0 Definitions:

1.1 erect includes construct, install, build and maintain.

1.2 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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


.....
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.436.5

3.0 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 sub-lessee 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's as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation's, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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.

Terms of the Restriction on the Use of Land fifthly referred to in the abovementioned plan.

1. The registered proprietor of the lot hereby burdened must not, or allow any person to, alter, remove or destroy any part of the retaining wall including any soil, planting or fencing associated with the retaining wall within the area designated (E) in the abovementioned plan without the prior written approval of Camden Council.

2. No buildings or structures shall be permitted to be constructed within, on or over the area designated (E) in the abovementioned plan.

Terms of the Positive Covenant sixthly referred to in the abovementioned plan.

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the retaining wall and any associated fencing in good order within, on or over the area designated (E) in the abovementioned plan.

.....
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.436.5

Terms of the Easement for Support & Maintenance 0.9 wide eighthly referred to in the abovementioned plan.

Full and free right and liberty to have the building or any part thereof or any structure appurtenant thereto erected on the dominant tenement supported, upheld and maintained by the soil or any structure erected in that portion of the servient tenement designated (G) in the abovementioned plan, together with the full and free right for the registered proprietor for the time being of the dominant tenement and every person authorised by him or her to enter upon that portion of the servient tenement with any tools, implements or machinery necessary and to remain there for any reasonable time for the purpose of repairing or maintaining any part of the soil or any structures erected in that portion of the servient tenement which has deteriorated or decayed or has been allowed to deteriorate or decay to the extent that the nature of the support has been affected and the registered proprietor for the time being of the servient tenement agrees that he or she will not use or permit to be used that portion of the servient tenement in any manner or for any purpose which may affect or have tendency to affect the stability of the soil or any structures erected in that portion of the servient tenement.

Terms of the Positive Covenant ninthly referred to in the abovementioned plan.

All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land burdened must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan under "Section 9" in the report titled "Report on Salinity Investigation and Management Plan: Lot 2006 The Northern Road Cobbitty" prepared by Douglas Partners, Project 34281.00, dated May 2011.

Terms of the Restriction on the Use of Land tenthly referred to in the abovementioned plan.

No dwelling shall be constructed on the land hereby burdened unless architectural noise controls, alternative ventilation and construction requirements are in accordance with the following Table A "Summary of architectural treatments required depending on orientation" and Table B "Treatment Type and Associated Requirements" as generally outlined within the report 'DA Acoustic Report: Lot 2006 The Northern Road Cobbitty' Project 211 049 R01 v4-0 dated May 2018 prepared by PKA Acoustic Consulting.

Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above is to be demonstrated for each dwelling application on the affected lots.


.....
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
 covered by Council Subdivision
 Certificate No. 14.2011.436.5

Table A: Summary of architectural treatments required depending on orientation.

LOT	Ground Floor Façades			Upper Floor Facades		
	East	South	West	East	South	West
597	B	C	A	C	D	B
598	A	C	B	B	D	C
599	B	C	A	C	D	B
600	A	C	B	B	D	C
601	A	C	A	B	D	B
602	A	C	A	B	D	B
603	A	C	A	B	D	B
604	A	C	A	B	D	B
605	A	C	A	B	D	B
606	A	C	A	B	D	B
607	A	C	A	B	D	B
608	A	C	A	B	D	B
609	A	C	B	B	D	C
610					A	
611					A	
612					A	
613					A	
614					A	
615					A	
616					A	
617					A	
618					A	A
634				A	A	
635				A		
636	A			A	A	A
637	C	B	B	C	D	C

.....
 Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
 covered by Council Subdivision
 Certificate No. 14.2011.436.5

Table B: Treatment type and associated requirements

Treatment type	Glazing requirement	Alternate ventilation requirement	External door requirement
A	Standard Glazing.	Bedrooms only.	Standard external solid core doors.
B	Standard Glazing.	Bedrooms & Living areas.	Standard external solid core doors.
C	Bedroom: Rw30, min 6.38mm laminated. Living areas: Standard glazing.	Bedrooms & Living areas.	Bedroom: Rw 30 door system. Living: Standard external solid core doors.
D	Bedroom: Rw35, min 10.38mm laminated. Living areas: Rw30, min 6.38mm laminated.	Bedrooms & Living areas.	Bedroom: Rw32 door system. Living: Rw30 door system.

Terms of Restriction on the Use of Land eleventhly referred to in the abovementioned plan.

No dwelling shall be constructed on the lot hereby burdened other than that consisting of a structure of which no part shall exceed the maximum reduced level (RL) height limit relative to the Australian Height Datum as follows;

- | | |
|---------------------|---------------------|
| Lot 623 – RL 97.32, | Lot 624 – RL 97.23, |
| Lot 625 – RL 97.14, | Lot 626 – RL 97.05, |
| Lot 627 – RL 97.09, | Lot 628 – RL 97.25, |

.....
 Council Authorised Person

Plan DP1231304

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.201.436.5

Terms of Positive Covenant twelfthly referred to in the abovementioned plan.

Where the burdened lots have a rear or side boundary adjacent to Charles McIntosh Parkway a 1.8 metre high solid fence must be constructed on the entire rear or side boundary in such a manner as to achieve a continuous noise barrier for rear yard amenity.

Where the burdened lots have a front boundary to Charles McIntosh Parkway, and the principal private open space is at the rear of the dwelling away from Charles McIntosh Parkway, a 1.8 metre high solid fence must be constructed between the dwelling and its adjacent side boundaries, except where the dwelling has a zero lot line boundary set back.

Any fence constructed on the burdened lot must be constructed in accordance with "Section 8 - Recommendations" from the report 'DA Acoustic Report: Lot 2006 The Northern Road Cobbitty' Project 211 049 R01 v4-0 dated May 2018 prepared by PKA Acoustic Consulting.

The registered proprietor or their assigns shall covenant with Camden Council at all times to maintain the abovementioned fencing in good order.

The registered proprietor or their assigns shall covenant with Camden Council to at all times maintain any and all retaining walls located adjacent to road boundaries in good order.

Terms of Restriction on the Use of Land thirteenthly referred to in the abovementioned plan.

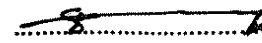
No fence shall be erected on each lot burdened to divide it from any adjoining land owned by AVJennings Properties Limited without the consent of AVJennings Properties Limited but consent will not be withheld if such fencing is erected without expense to AVJennings Properties Limited.

Terms of Restriction on the Use of Land fourteenthly referred to in the abovementioned plan.

No dwelling shall be constructed on the lot hereby burdened other than that consisting of a single storey structure and no part of the dwelling shall exceed one storey in height.

Terms of Easement for Underground Cables 5.3 wide and variable fifteenthly referred to in the abovementioned plan.

The terms set out in Memorandum No AK104616 registered at NSW Land Registry Services are incorporated into this document.


.....
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.436.5


Terms of Easement for Overhead Power Lines 9 wide sixteenthly referred to in the abovementioned plan.

The terms set out in Memorandum No AK104602 registered at NSW Land Registry Services are incorporated into this document.

Terms of the Positive Covenant ninteenthly referred to in the abovementioned plan.

The proprietor of the land hereby burdened (herein called 'the proprietor') shall covenant with Camden Council (herein called 'the Council') at all times in respect of the land hereby burdened, containing the modified "construction" on site detention/sediment control basin and water quality facility, and/or permanent water quality facility, herein called 'the basin' to;

- (a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council shall have the right enter upon the burdened lot with all necessary materials and equipment at all reasonable time and on reasonable times and on reasonable notice but at any time and without notice in the case of an emergency;
 - (i) to view the state of repair of the basin;
 - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
 - (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith upon demand.


.....
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.436.5

Name of person or authority empowered to release, vary or modify the Easements, Positive Covenants or Restrictions on the Use of Land firstly, fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly, twelfthly, fourteenthly, seventeenthly, eighteenthly, nineteenthly and twentiethly referred to in the abovementioned plan.

Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

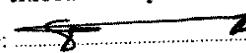
Name of person or authority empowered to release, vary or modify the Easements and Restrictions on the Use of Land secondly, thirdly, fourthly, fifteenthly and sixteenthly referred to in the abovementioned plan.

Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Name of person or authority empowered to release, vary or modify the Restriction on the Use of Land thirteenthly referred to in the abovementioned plan.

AVJennings Properties Limited. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

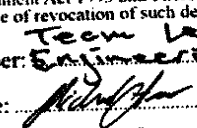
Execution by Camden Council:

Signature: 

Signed by: **SUGALE MOHAMED**

Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: **Team Leader Engineering Certifications**

Witness Signature: 

Name of Witness: **Michael Graiso**


Address of Witness: **70 Central Avenue
Oran Park NSW**

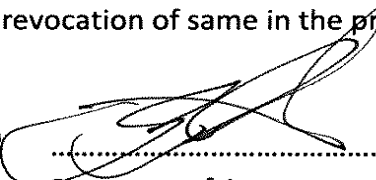

.....
Council Authorised Person

Plan: **DP1231304**

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.A36.5

Signed by AVJennings Properties Limited (ABN50 004 601 503) by their
Attorney pursuant to Power of Attorney registered Book 4689 No.223 who
declares that he has no notice of revocation of same in the presence of;


.....
Signature of Witness


.....
Signature of Attorney

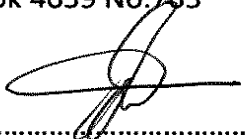
PAUL TARASENKO
.....
Name of Witness

GEORGE DINIAKOS
.....
Name of Attorney

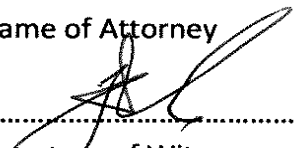
LEVEL 3,
11-13 BROOKHOLLOW AVE, BAULKHAM HILLS NSW 2153
.....
Address of Witness

CBA Corporate services (NSW) Pty limited ACN 072 765 434 by its duly authorised
Attorney under power of Attorney Book 4659 No.765

Aaron Lind
Director
of Commonwealth Bank of Australia
.....
Name of Attorney


.....
Signature of Attorney

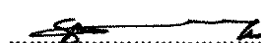
17/12/2018
.....
Date


.....
Signature of Witness

Tony Di Paolo
Director, Agency
.....
Name of Witness

**Level 21, 727 Collins Street
Melbourne VIC 3008**

.....
Address of Witness


.....
Council Authorised Person

DP1231304

(Sheet 14 of 14)


Plan:

Subdivision of Lot 549 in DP1205676
covered by Council Subdivision
Certificate No. 14.2011.436.5

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:



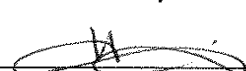
Name of witness:

NATASHA ISSAC

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:

URS20155

Date of signature:

24 September 2018


Council Authorised Person



PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: InfoTrack
DX 578
SYDNEY

Certificate number: 20190503
Receipt number: 99999
Property number: 1181258
Certificate date: 12/02/2019
Certificate fee: \$53.00
Applicant's reference: 1533/19

DESCRIPTION OF PROPERTY

Title: LOT: 622 DP: 1231304
Property: 12 Sand Hill Road COBBITTY 2570

BACKGROUND INFORMATION

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

1 Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Local Environmental Plans (LEP's)

The subject land is not within a Local Environmental Plan.

State Environmental Planning Policies (SEPP's)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 30 - Intensive Agriculture

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 62 - Sustainable Aquaculture

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

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

Deemed State Environmental Planning Policies (SEPP's)

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

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

- (2) **The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).**

Draft Local Environmental Plan (LEP's)

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

Draft State Environmental Planning Policy (SEPP's)

SEPP (Environment) 2017

SEPP (Primary Production and Rural Development) 2017

SEPP (Remediation of Land) 2018

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

- (3) **The name of each development control plan that applies to the carrying out of development on the land.**

Oran Park Development Control Plan 2007, as amended

- (4) **In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.**

2/2A Zoning and land use under relevant Local Environmental Plan, and/or under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

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

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

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

A. R1 GENERAL RESIDENTIAL

ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

- * To provide for the housing needs of the community.
- * To provide for a variety of housing types and densities.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To support the well-being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.
- * To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.
- * To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.
- * To provide for a variety of recreational uses within open space areas.

B. Permitted without consent

Nil

C. Permitted with consent

Any other development not specified in item B or D

D. Prohibited

Agriculture; Airports; Airstrips; Bio-solid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor

homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.

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

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m² for the erection of a dwelling house; however exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m² and minimum 225m².

F. Whether the land includes or comprises critical habitat

No.

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

No.

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

No

3 Complying development

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

Housing Code

Complying Development MAY be carried out on the land.

Low Rise Medium Density Housing Code

Complying Development MAY NOT be carried out on the land.

Note: It should be noted that the Low Rise Medium Density Housing Code does not apply to the Camden Local Government Area. Under Clause 3B.63 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, land within Camden Council is a deferred area. This clause ceases to have effect on 1 July 2019

Rural Housing Code

Complying development MAY be carried out on the land.

Greenfield Housing Code

Complying Development MAY be carried out on the land.

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

Housing Alterations Code

Complying development MAY be carried out on the land.

General Development Code

Complying development MAY be carried out on the land.

Subdivision Code

Complying development MAY be carried out on the land.

Demolition Code

Complying development MAY be carried out on the land.

Commercial and Industrial Alterations Code

Complying development MAY be carried out on the land.

Commercial and Industrial New Buildings and Additions Code

Complying development MAY be carried out on the land.

Fire Safety Code

Complying development MAY be carried out on the land.

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

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

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

Not Applicable.

5 Mine subsidence

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

No.

6 Road widening and road realignment

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

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

No.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

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

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

Land slip

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

Bushfire

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

Tidal inundation

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

Subsidence

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

Acid sulphate soils

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

Other risk

Contamination:

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

Salinity:

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

7A Flood related development controls information

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

No.

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

flood related development controls.

Yes.

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

8 Land reserved for acquisition

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

No.

9 Contributions plans

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 7.11 Contributions Plan

9A Bio-diversity certified land

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

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

The land is not biodiversity certified under Part 8 of the Biodiversity Conservation Act 2016 or Part 7AA of the Threatened Species Conservation Act 1995.

The land however is subject to biodiversity certification as described in Schedule 7 Part 7 “Bio-certification of Sydney Region Growth Centre State Environmental Planning Policy and related Environmental Planning Instruments” in the Threatened Species Conservation Act 1995, which remains in force under the Biodiversity (Savings and Transitional) Regulation 2017. Further information is available at:

<http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/South-West-Priority-Growth-Area/Key-actions-and-documents>

10 Biodiversity stewardship sites

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

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

No.

10A Native vegetation clearing set asides

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

No.

11 Bush fire prone land

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

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

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

12 Property vegetation plans

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

No.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

No.

14 Directions under Part 3A

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

No.

15 Site compatibility certificates and conditions for seniors housing

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

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

No.

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

No.

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

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

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

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

No.

17 Site compatibility certificates and conditions for affordable rental housing

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

No.

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

No.

18 Paper subdivision information

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

Not Applicable.

19 Site verification certificates

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

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

No.

20 Loose-fill asbestos insulation

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

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

21 Affected building notices and building product rectification orders

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

(2) A statement of:

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

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

(3) In this clause:

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

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

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

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

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

No

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

No

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

No

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

No

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

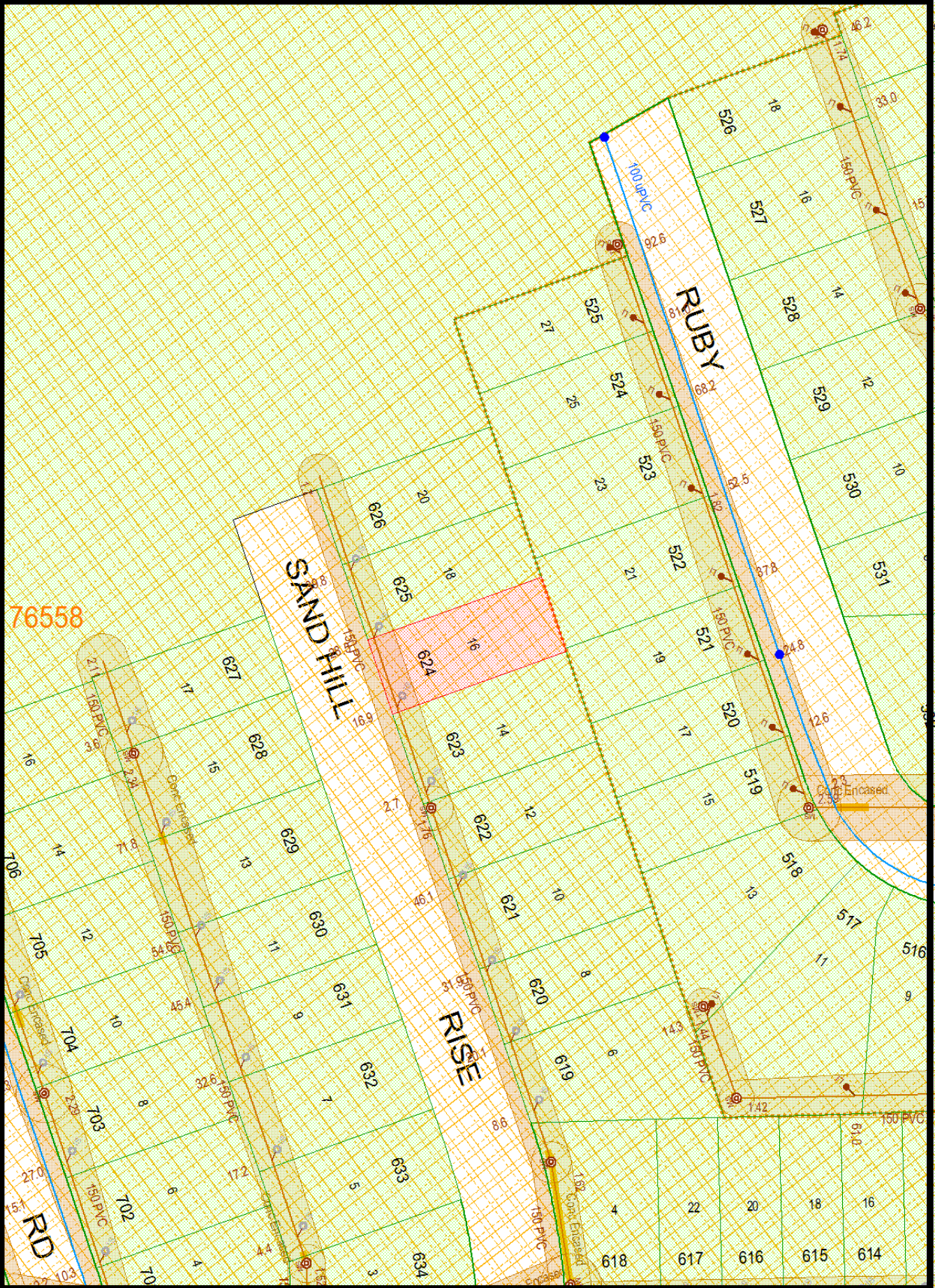
No.

DISCLAIMER AND CAUTION

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

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

Ron Moore
General Manager

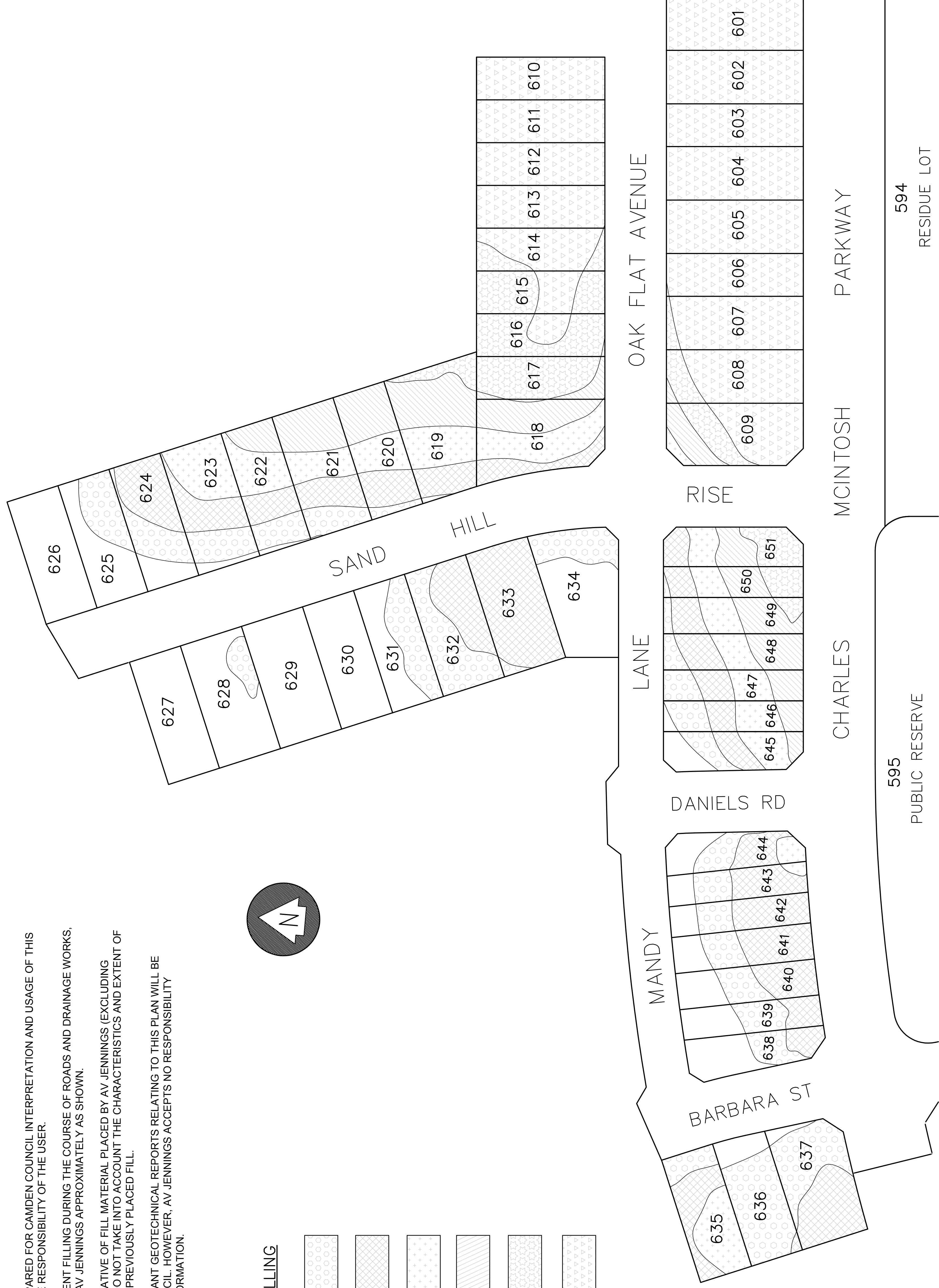
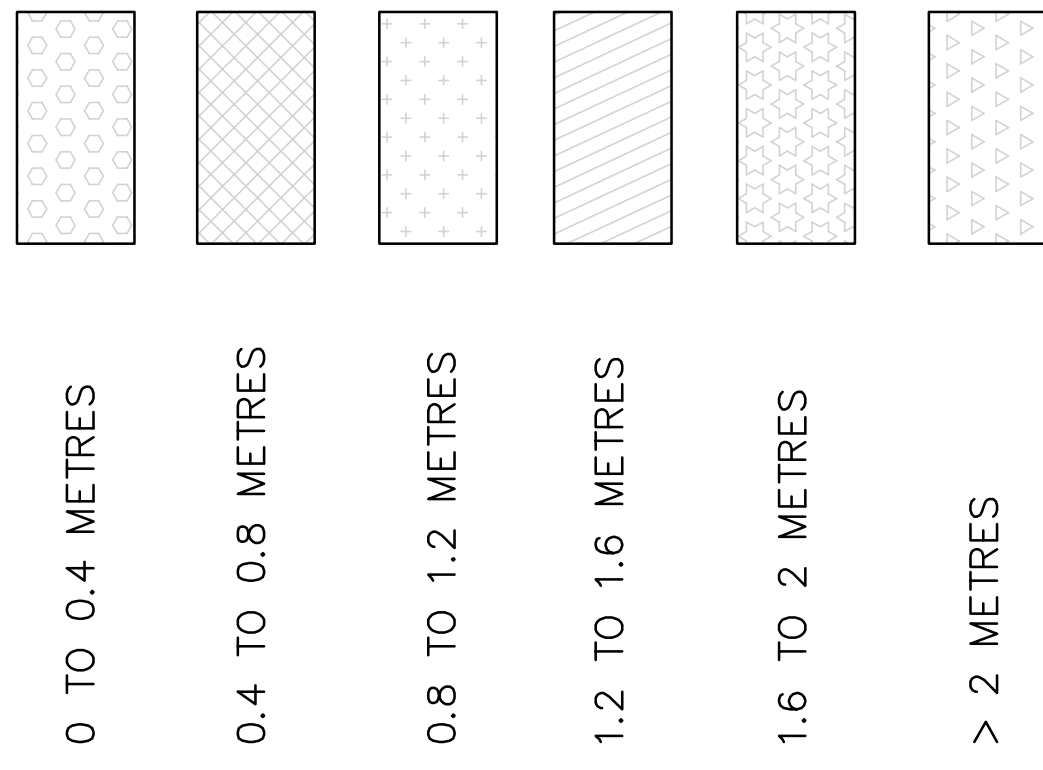
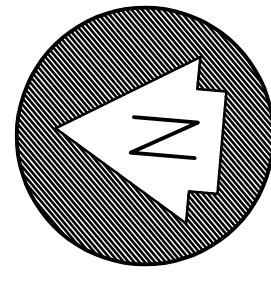


NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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

NOTES:

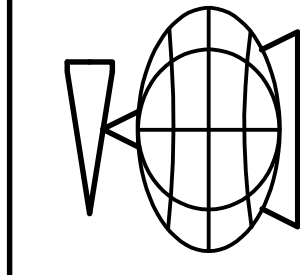
1. THIS PLAN HAS BEEN PREPARED FOR CAMDEN COUNCIL INTERPRETATION AND USAGE OF THIS INFORMATION IS SOLELY THE RESPONSIBILITY OF THE USER.
2. IN ADDITION TO EMBANKMENT FILLING DURING THE COURSE OF ROADS AND DRAINAGE WORKS, LOTS HAVE BEEN FILLED BY AV JENNINGS APPROXIMATELY AS SHOWN.
3. DEPTHS OF FILL ARE INDICATIVE OF FILL MATERIAL PLACED BY AV JENNINGS (EXCLUDING REPLACED TOPSOIL). THEY DO NOT TAKE INTO ACCOUNT THE CHARACTERISTICS AND EXTENT OF UNDERLYING MATERIAL AND PREVIOUSLY PLACED FILL.
4. WHERE AVAILABLE, RELEVANT GEOTECHNICAL REPORTS RELATING TO THIS PLAN WILL BE SUPPLIED TO CAMDEN COUNCIL. HOWEVER, AV JENNINGS ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR THIS INFORMATION.

DEPTH OF SITE FILLING



DIAL BEFORE YOU DIG
SHOULD BE CONTACTED
PRIOR TO ANY EXCAVATION ON SITE

TM: trade mark of Association of Australian Dial Before You Dig Services Ltd. used under licence.



YSCO GEOMATICS
LAND RESOURCE CONSULTANTS

SUITE 4, 114 HAMPDEN ROAD, ARTARMON, 2064
Ph: (02) 94192222 Fax: (02) 94194762
Email: sales@ysco.com.au
WEBSITE : WWW.YSCOGEOMATICS.COM.AU
YOUSALE STRAINICK & COMPANY PTY LTD. A.C.N. 002 819 865

GEOMATIC ENGINEERING
LAND & ENGINEERING SURVEYING
PROJECT MANAGEMENT

SOIL AND WATER MANAGEMENT
ENVIRONMENTAL PLANNING & DESIGN

Liability limited by a scheme
approved under Professional
Standards Legislation

DATE	REVISIONS	BY

ARCADIAN HILLS – STAGE 6 SITE FILLING PLAN	CHECKED: M.B.	SCALE: 1:500 @ A1	DATUM: N/A	REFERENCE: 1411/76B
DRAWN: 27 AUG. 2018				

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor AVJennings Properties Limited
Property: Stage 6 Arcadian Hills Cobbitty

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal ~~handed over~~ provided on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
- ~~9. When and where may the title documents be inspected?~~
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- did its installation or construction commence before or after 1 August 1990?
 - has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the Property?
 - any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. ~~If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.~~
29. Searches, surveys, enquiries and ~~inspection of title deeds~~ must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Replies to Residential Property Requisitions on Title

Vendor: AVJennings Properties Limited

Property: Stage 6 "Arcadian Hills" Cobbitty

We respond to your requisitions on title as follows:

- 1 Noted.
- 2 No.
- 3-5 Not applicable as the property is sold with vacant possession.
- 6 The vendor is already registered a proprietor of the property.
- 7 Noted, subject to the terms of the contract.
- 8 Not so far as the vendor is aware the purchaser should rely on own enquiries.
- 9 Intentionally deleted.
- 10 Not so far as the vendor is aware but the purchaser should rely on own searches and enquiries.
- 11 Outgoings will be adjusted in accordance with the contract.
- 12 Yes.
 - (a) the current year.
 - (b) the Vendor is unaware and purchaser rely on own enquiries.
- 13 Noted.
- 14 The vendor relies on the contract.
- 15 No.
- 16
 - (a) So far as the vendor is aware, yes but, in accordance with decisions of the Supreme Court of New South Wales, this is not a proper requisition on title.
 - (b) Not so far as the vendor is aware the purchaser should rely on own enquiries.
 - (c) No.
 - (d) The vendor relies on the contract.
 - (e) The vendor relies on the contract.

- 17 The vendor relies on the contract.
- 18 There is no swimming pool.
- 19 (a) Presumably the vendor and adjoining owners.
(b) No.
(c) Not applicable.
(d) No.
(e) No.
- 20-22 No but the purchaser should rely on own enquiries.
- 23 This is not a requisition on title and purchaser must satisfy itself with respect to the availability and positioning of services.
- 24 Not so far as the vendor is aware but the purchaser should rely on own enquiries.
- 25 Not applicable.
- 26 Not applicable..
- 27 A copy of the Power of Attorney was provided on exchange of Contracts.
- 28 Intentionally deleted.
- 29 Noted subject to the contract.
- 30 This is not accepted as there is no such right on the purchaser contained in the contract or at common law.
- 31 Noted subject to the terms of the contract.



Claire Day

Partner
Email: claire.day@cbp.com.au
Direct Line: 02 8281 4466

Contact: Tracey Cameron

Licensed Conveyancer
Email: tracey.cameron@cbp.com.au
Direct Line: 02 8281 4494



HENLEY PROPERTIES (QLD) PTY. LTD.
395 FERNTREE GULLY ROAD
MOUNT WAVERLEY VIC 3149

Our reference: 7110764511067
Phone: 13 28 66
3 June 2019

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410208776921
Vendor name	HENLEY PROPERTIES (QLD) PTY. LTD.
Previous Vendor name	
Vendor address	395 FERNTREE GULLY ROAD MOUNT WAVERLEY VIC 3149
Clearance Certificate Period	3 June 2019 to 3 June 2020

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Jeremy Hirschhorn
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



HENLEY PROPERTIES (QLD) PTY. LTD. Consolidated Group Members

Consolidated Group Member

1. HENLEY PROPERTIES (QLD) PTY. LTD.
2. EDGEWATER HOMES PTY LTD

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No:

Issued on:



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ HBCF

Consumer Building Guide

Mandatory information for consumers

Builders and tradespeople must give you a copy of this guide before entering into a contract for residential building work that costs more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

What to consider before work starts

Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence on the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

Home Building Compensation Scheme

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than \$20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit sira.nsw.gov.au or call 13 10 50.

Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's.

Contracts and payments

All contracts must be in writing. The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building work **worth more than \$20,000** requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must

include other comprehensive information such as the details of the statutory warranties the builder must provide, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a **'variation'**. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- `sales pitches` putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may not have the right kind of licence or HBC cover.

When things go wrong

Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 6 years for major defects and 2 years

for all other defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal (NCAT)** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **HBC Scheme**: contact your insurer or provider as soon as you become aware of defective or incomplete work.

Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website sira.nsw.gov.au or call 13 10 50.

More information

Visit the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews.