

Contract for the sale of land - 2005 edition

TERM

MEANING OF TERM

Vendor's agent

Phone
Fax
Ref

Co-agent

Not Applicable

Vendor

MAKEDYN PTY LTD (ACN 168 610 017)
232 Coreen Avenue, Penrith NSW 2750

Vendor's
Solicitor

MACPHERSON KELLEY
Level 21, 20 Bond Street, Sydney 2000
GPO Box 2731, Sydney 2001
DX 59 Sydney

Phone +61 2 8298 9533
Fax +61 2 8298 9599
Ref BXG:258409

Completion date

See special condition 30 (clause 15)

Land
(Address, plan details
and title reference)

LOT [], 79-85 TURNER ROAD, GREGORY HILLS
Lot [] in an unregistered deposited plan which is part of Lot 20 and 21 in Deposited Plan 28024
Folio Identifier 20/28024 and 21/28024 ☒ VACANT POSSESSION ☐ subject to existing tenancies

Improvements

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none
☒ other: Vacant Land

Attached copies

☒ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

Inclusions

☐ blinds ☐ curtains ☐ insect screens ☐ stove
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ pool equipment
☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna
☐ other:

Exclusions

Purchaser
Purchaser's
Solicitor

Phone
Fax
Ref

Price

\$

inclusive of GST

Deposit

\$

(10% of the price, unless otherwise stated)

Balance

\$

Deposit to be invested

☐ NO ☒ yes

Contract date

(if not stated, the date this contract was made)

Vendor

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

Witness

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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)

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

List of Documents

General	Strata or community title (clause 23 on the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 24 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input checked="" type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mines Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, Sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

**THIS IS THE EXECUTION PAGE TO THE CONTRACT FOR SALE BETWEEN
MAKEDYN PTY LTD A.C.N. 168 610 017 (AS THE VENDOR) AND
(AS PURCHASER)**

EXECUTION BY VENDOR

Executed on behalf of Makedyn)
Pty Ltd in accordance with Section 127(1))
of the Corporations Act:)

Director Signature

Print Name

Secretary/Director

Print Name

EXECUTION BY PURCHASER

SIGNED by)
the Purchaser(s) in the presence of:)

Signature

Signature of witness

Signature

Print Name of witness

Address of witness

OR

EXECUTION BY PURCHASER

Executed by _____)
in accordance with _____)
Section 127 of the Corporations Act _____)
2001: _____)

Director Signature

Print Name

Secretary/Director

Print Name

EXECUTION BY GUARANTOR

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of witness

Signature

Print Name of witness

Address of witness

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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.

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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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 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 adjust 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 Completion date

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -
 - 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -
 - 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless 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, and 17 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* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) 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 clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - '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;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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; or
 - 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
 29.7.3 the completion date becomes the later of the completion date 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;
 • 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 completion date becomes the later of the completion date 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.

SPECIAL CONDITIONS

23. DEFINITIONS AND INTERPRETATIONS

23.1 In this Contract the following words have the meaning given:

"Annexure" means an annexure to this Contract as listed in the Schedule of Annexures hereto;

"Bank Guarantee" means an unconditional deposit bank guarantee or deposit bond issued in favour of the Vendor at the request of the Purchaser by an authorised deposit taking institution in New South Wales or such other institution approved by the Vendor in the absolute discretion of the Vendor;

"Completion Date" means the due date for completion as specified in special condition 30;

"Contract" means this contract for sale between the Vendor and Purchaser in respect of the Property;

"Council" means Camden City Council;

"Covenants" means the easements, restrictions on the use of land, and covenants which are registered upon the title to the Property, including those that may be registered upon registration of the Draft Plan of Subdivision;

"Default Rate" means 10% per annum;

"Deposit" means an amount equivalent to ten per cent (10%) of the purchase price set out on the front page of this Contract;

"Development Approval" means Council's approval of the development application for the subdivision of the Development Site which may be amended from time to time;

"Development Site" means the whole of the land contained in Certificates of Title Folio Identifiers 20/28024 and 21/28024;

"Development Works" means all and any constructions works and development activities including but not limited to demolition, excavation, construction, building, landscaping, drainage and installations of services, the subdivision of the land forming part of the Development Site;

"Draft Plan of Subdivision" means the draft plan of subdivision annexed to this Contract and marked "A"

"GST" means the goods and services tax under the GST Act;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time;

"Lots" means the lots to be created upon completion of the Development Works and registration of the Draft Plan of Subdivision, and **"Lot"** means any one of the Lots;

"LPI" means the Land and Property Information NSW;

"Price" means the purchase price set out on the front page of this Contract;

"Property" means the lot the subject of this Contract;

"Registration Notice" means a notice served on the Vendor notifying the Purchaser that the Draft Plan of Subdivision has been registered with the LPI;

"Regulations" means the *Conveyancing (Sale of Land) Regulations 2010* as amended from time to time;

"Relevant Authority" means any and every governmental, statutory or other authority whose approval must be obtained in respect of the Development Works and the Draft Plan of Subdivision prior to the Draft Plan of Subdivision being lodged for registration with the LPI;

"Requisitions on Title" means the requisitions on title annexed to this Contract and marked "B";

"**Services**" means any service provided to the Property such as gas, electricity, water, sewerage, draining, telecommunications and other facilities, supplies or transmissions;

"**Sunset Date**" means 30 June 2017 or such other later date as may be extended in accordance with special condition 31 of this Contract;

23.2 Amendments to the printed form

The Vendor and Purchaser agree that the provisions of the printed form of contract are amended as follows:

- (a) Amend the definition of "*depositholder*" in clause 1 by replacing it with "*Vendor's Solicitor*";
- (b) clause 2.9 – delete ;
- (c) clause 3 – deleted;
- (d) clause 4.1 – replace "*14 days*" with "*7 days*";
- (e) clause 4.5 – deleted;
- (f) clause 5.1 – delete the words "*or it is a general question about the property or title*";
- (g) clause 5.3 – replace the words "*a reasonable time*" with the words "*21 days after the date of this Contract*";
- (h) clause 7.1.1 – delete and replace with "*any amount is claimed*";
- (i) clause 7.2 – deleted;
- (j) clause 8.1 – delete the words "*and those grounds*";
- (k) clause 8.2 – delete;
- (l) clause 10.1 – delete and replace with "*The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of*";

- (m) clause 10.1.8 and 10.1.9 - replace "*substance*" with "*existence*";
- (n) clause 10.2 – add ", *make a claim or requisition*" after "*rescind*";
- (o) clause 12 – delete;
- (p) clause 13 – delete;
- (q) clause 14.4.2 – delete;
- (r) clause 16.5 – delete the words "*plus another 20% of that fee*";
- (s) clause 16.8 – delete;
- (t) clauses 22-29 - delete.

23.3 Interpretation

In this Contract unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a person includes a corporation, partnership, joint venture, authority, trust and vice versa;
- (c) reference to any legislation includes any statutory amendment, substitute or subordinate legislation issued under that legislation;
- (d) headings are for reference only and do not affect interpretation;
- (e) a defined expression has a corresponding meaning to another grammatical form of that expression;
- (f) reference to a party to this Contract includes that party's executor, administrators, substitutes, successors and assigns;
- (g) reference to any thing (including any right) includes a part of that thing.

24. VENDOR'S DISCLOSURES

The Vendor discloses to the Purchaser that:

24.1 Fencing Work

The Purchaser cannot require the Vendor to contribute to fencing work in relation to land adjoining the Property owned by the Vendor.

24.2 Development works

- (a) The Purchaser acknowledges that the Development Works may not be completed by completion and that the Vendor may continue to carry out Development Works after completion. Development Works may result in noise and dust throughout the Development Site and construction traffic in and around the Development Site. Roads may be closed, gated and access restricted whilst the Vendor completes any Development Works.
- (b) The Vendor intends to carry out the Development Works on the Development Site, which may result in noise and dust.
- (c) Parts of the Development Site may be consolidated, subdivided or left as they are or sold by the Vendor at the Vendor's absolute discretion (either before or after the Vendor has carried out Development Works on them).
- (d) In carrying out Development Works the Vendor must use reasonable endeavours to ensure that the Purchaser is caused as little inconvenience as is reasonably practicable.

24.3 No claims or rescission rights

The Purchaser must not:

- (a) make any claim, objection, requisition, delay completion rescind or terminate this Contract in relation to any of the matters referred to or disclosed in this clause 24; or
- (b) make a claim for damages from or seek to restrain the Vendor (or its contractors or agents) from carrying out any of the matters referred to or disclosed in this clause 24.

25. PURCHASERS REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

- 25.1 The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as shall arise under any statute or regulation or are expressly provided in this Contract but has otherwise relied entirely upon the Purchaser's own enquiries relating to and the Purchaser's inspection of the Property.
- 25.2 The Purchaser warrants that the Purchaser has obtained appropriate independent advice including legal advice on and is satisfied as to:
- (a) the Purchaser's rights and obligations under this Contract;
 - (b) the nature of the Property and the purposes for which the Property may be lawfully used;
 - (c) the fitness or suitability for any particular purpose of the Property;
 - (d) any financial return or income derived or to be derived from the Property;
 - (e) the compliance or non-compliance of conditions of consent relating to the Development; and
 - (f) the nature or effect of any amendment or modification to the Development Consent.
- 25.3 The Purchaser acknowledges that any promotional or marketing material provided to the Purchaser by any person in respect of the sale of the Property or in respect of Development will not form part of this Contract and the Purchaser will not be entitled to make any claim, objection, requisition, rescind, terminate or delay completion in respect of any matter arising from such material.
- 25.4 The Purchaser acknowledges that this Contract and the Annexures constitute the entire agreement between the parties.
- 25.5 The Purchaser warrants to the Vendor that it has not been introduced to the Property either directly or indirectly through the services of any agent other than the Vendor's

agent named herein and the Purchaser hereby agrees to indemnify the Vendor against any claim or claims made by any agent other than the Vendor's agent named on the front page of this Contract against the Vendor in respect of this sale.

26. PLAN OF SUBDIVISION

26.1 Completion of this Contract is subject to and conditional upon

- (a) each Relevant Authority giving its approval to the Draft Plan of Subdivision; and
- (b) Registration of the Draft Plan of Subdivision with the LPI.

26.2 The Vendor shall comply with all conditions the Vendor deems necessary or desirable, or which may be imposed by the Council, and such other Relevant Authorities to enable registration of the Draft Plan of Subdivision and the Purchaser cannot make a claim, objection, requisition, rescind or terminate this Contract as a result of any matter which may arise therefrom.

27. VARIATION TO PLAN

27.1 The Vendor may make variations to any one or more of the Annexures to this Contract (other than the printed conditions and these special conditions) from time to time which:

- (a) are required to comply with conditions imposed or to be imposed by the Council or any other Relevant Authority; or
- (b) are essential to enable the Draft Plan of Subdivision to be registered with the LPI; or
- (c) the Vendor deems necessary or desirable.

27.2 The Vendor discloses and the Purchaser acknowledges the variations the Vendor may make pursuant to special condition 27.1 include but are not limited to any one or more of the following:

- (a) alteration of Lot numbers (including the lot number of the Property, or in the total number of Lots or in the configuration of the Lots);
- (b) increase in the area or dimensions, or both of the Lots (including the area or dimensions, or both of the Property);
- (c) reduction in the area or dimensions, or both of the Lots (including the area or dimensions, or both of the Property).

27.3 The Purchaser cannot make any objection, requisition or claim or rescind or terminate or delay completion because there is a variation between the Draft Plan of Subdivision or Annexures annexed to this Contract as at the date of this Contract (other than the printed conditions and these special conditions) and the document that is the corresponding document or registered version of the document as at the Completion Date unless the variation detrimentally affects the Property to a substantial extent.

27.4 If the variation referred to in special condition 27.3 detrimentally affects the Property to a substantial extent, the Purchaser may rescind this Contract by notice in writing to the Vendor provided the notice is served within seven (7) days after the date on which the Vendor's solicitors serves on the Purchaser's solicitors notice in writing confirming Registration, time being of the essence. Upon rescission of this Contract pursuant to this special condition 27.4, the provisions of clause 19 shall apply.

27.5 The Purchaser acknowledges and agrees the only right or remedy available to the Purchaser in the circumstances set out in special condition 27.4 is the right of rescission contained in special condition 27.4, and the Vendor shall not be liable to pay to the Purchaser any damages, costs or expenses. If the Purchaser does not exercise the right of the Purchaser to rescind this Contract strictly in accordance with special condition 27.4, the Purchaser is deemed to have accepted the variation and this Contract remains binding in all respects as though the right of rescission contained in special condition 27.4 had never arisen.

27.6 For the purpose of this special condition 27, a variation to the Property will be considered to be detrimental to a substantial extent if the variation or alteration of the Property results in the area of the Property being reduced by 5% or more.

- 27.7 Notwithstanding anything else contained herein, the Vendor may provide to the Purchaser at any time prior to the Sunset Date or any extension thereof pursuant to special condition 31, a copy of any amended Draft Plan of Subdivision. Such amended Draft Plan of Subdivision will for the purposes of this Contract, become the Draft Plan of Subdivision.

28. MODIFICATION OF DEVELOPMENT APPROVAL AND DRAFT PLAN OF SUBDIVISION

- 28.1 The Vendor discloses and the Purchaser acknowledges that the Vendor may (but is not obliged) to seek a modification to the Development Approval.
- 28.2 A variation to the Development Approval or the Draft Plan of Subdivision will not, for the purposes of clause 27.3, be deemed to materially affect the Property to a substantial extent and the Purchaser will not be entitled to make any objection, requisition or claim or rescind or terminate or delay completion as a result of any matter disclosed in or which may arise out of this clause 28.

29. COVENANTS AND EASEMENTS

- 29.1 The Vendor discloses and the Purchaser acknowledges that, notwithstanding the Draft Plan of Subdivision, at the date of this Contract there may not have been created all the easements, rights of carriageway, leases, licenses, covenants, and restrictions on use which may be considered by the Vendor, at the absolute discretion of the Vendor, to be necessary or desirable for the Vendor, or required by the Council or any other Relevant Authority. (the "Additional Agreements").
- 29.2 The Vendor may, at any time prior to registration of the Draft Plan of Subdivision, serve notice in writing on the Purchaser providing details of or copies of the Additional Agreements.
- 29.3 If the Vendor creates or enters into, amends, grants or transfers any Additional Agreements in favour of or to or with the Council or any other Relevant Authority or such other persons as the Vendor, the Council or any other Relevant Authority may consider desirable or necessary and those Additional Agreements affect the Property, the Purchaser agrees that the Purchaser shall not be entitled to make any objection,

requisition or claim for compensation or rescind or terminate or delay completion of this Contract in respect thereof.

29.4 This special condition does not merge on completion.

30. COMPLETION

30.1 The parties must complete this Contract on the later of:

- (a) thirty-five (35) days from the date of this Contract;
- (b) fourteen (14) days after the Vendor shall have served upon the Purchaser a Registration Notice.

30.2 Completion of this Contract must take place on or before the Completion Date PROVIDED THAT if completion of this Contract shall not have taken place on or before the Completion Date then either party may issue a notice requiring the other party to complete this Contract within a period of fourteen (14) days of the date of such notice and the party issuing such notice shall be entitled to make the time for completion of this Contract of the essence by so stipulating in the said notice and both parties acknowledge that the period of fourteen (14) days following the date of issue of any such notice shall be reasonable.

30.3 If the Vendor issues a notice pursuant to special condition 30.2, the Purchaser shall pay the sum of \$330.00 to cover legal costs incurred by the Vendor as a consequence of the delay by the Purchaser, being a genuine pre-estimate of additional expenses, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

30.4 If the Purchaser shall not have completed this Contract on or before the Completion Date (other than by reason exclusively of default on the part of the Vendor) then the Purchaser shall pay interest to the Vendor at the Default Rate calculated upon daily rests upon the balance of purchase price, computed from the Completion Date until the date of completion (both dates inclusive), termination or rescission of this Contract, whichever shall first occur.

31. EXTENSION TO SUNSET DATE

- 31.1 Subject to Section 66ZL of the Conveyancing Act 1919, if the Vendor has not served a Registration Notice on the Purchaser on or before the Sunset Date or any extension pursuant to Special Condition 31.3, then either the Vendor or the Purchaser may at any time thereafter rescind this Contract by notice in writing to the other party and the provisions of Clause 19 hereof shall apply.
- 31.2 The Purchasers right of rescission pursuant to special condition 31.1 will lapse upon the earlier of the following:
- (a) registration of the Draft Plan of Subdivision with the LPI, and
 - (b) the date which is seven (7) days after the Sunset Date.
- 31.3 If at any time the Vendor considers that it may be unable to obtain registration of the Draft Plan of Subdivision by the Sunset Date for any reason whatsoever, the Vendor may at any time give to the Purchaser a notice specifying a new Sunset Date. On service of a copy of the notice to the Purchaser, the Sunset Date is deemed to be extended by the period specified in the notice. The notice is conclusive evidence of the nature and extent of the delay and will be binding on the parties. For the avoidance of doubt, the Vendor may not extend the Sunset Date for a period of more than six (6) months in total.

32. ADJUSTMENTS OF RATES AND TAXES

- 32.1 If at the Completion Date no separate assessment for the following rates and taxes in respect of the Property for the year current at the Completion Date have been issued the Purchaser agrees to accept the sum set out below as the amount payable for the respective rates or taxes in respect of the Property current at the Completion Date and such amount shall be adjusted on completion in accordance with clause 14:
- (a) Council rates - \$1,500.00 per annum
 - (b) Water rates - \$210.00 per quarter

- 32.2 The adjustment in accordance with special condition 32.1 shall be on the basis that the amount being adjusted is paid.
- 32.3 If an adjustment is made in accordance with special condition 32.1 no regard shall be had to the actual assessment or assessments for the said rates or taxes which are subsequently issued in respect of the Property.
- 32.4 If an adjustment is made in accordance with special condition 32.1, the Vendor shall pay an assessment or assessments for the said rates or taxes which may be issued in respect of the Property for the year current at the Completion Date or any part thereof when such assessment or assessments are issued. The Purchaser cannot make any claim objection or requisition or rescind or terminate or delay completion pending the issue or payment of any such assessment. The benefit conferred upon the Purchaser and the obligation imposed upon the Vendor by this clause shall not merge upon the completion of this Contract.
- 32.5 This special condition shall not merge on completion of this Contract.

33. LAND TAX CERTIFICATE

- 33.1 If by the Completion Date, the Purchaser cannot obtain a certificate pursuant to Section 47 of the Land Tax Management Act, 1956 stating that there is no land tax charged on the Property, then the Purchaser shall not be entitled to delay completion but shall accept a copy of a receipt for payment of land tax in advance on the Property together with an undertaking by the Vendor that should there be any further land tax assessed against the Vendor in respect of the Property the Vendor will promptly attend to payment of same.
- 33.2 Subject to clause 33.1 above, if the Purchaser provides the Vendor with a land tax certificate under Section 47 of the Land Tax Management Act, 1956 showing a charge for land tax on the Property no later than seven (7) days prior to the Completion Date (and in this regard time is of the essence), the Vendor will provide the Purchaser with a clear land tax certificate showing no land tax owing on the Property on or before completion.

34. PERSONAL GUARANTEE

If the Purchaser is a corporation the Purchaser will procure that two (2) natural persons over the age of eighteen (18) years who are directors or shareholders of the Purchaser will unconditionally guarantee the due performance of the obligations of the Purchaser under this contract and the due and punctual payment by the Purchaser of the price and all other moneys payable by the Purchaser to the Vendor under this Contract. Such guarantee shall be in the form annexed to this contract and marked "C" and must be handed to the Vendor on or before the date of this Contract. Failure by the Purchaser to comply with this clause shall constitute a breach entitling the Vendor to terminate this Contract.

35. FIRB APPROVAL

- 35.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 (Cth) requiring the obtaining of consent to this transaction do not apply to the Purchaser in relation to this Contract.
- 35.2 If the Purchaser breaches this warranty, whether deliberately or unintentionally, the Purchaser shall indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of a breach by the Purchaser of the warranty contained in special condition 35.1.

36. SERVICES

- 36.1 The Purchaser acknowledges and agrees that the Vendor has no responsibility for the installation or connection of any Services other than those which the Vendor may be required to provide pursuant to any obligation of the Vendor to any Relevant Authority.
- 36.2 The Purchaser shall not be entitled to delay completion of this Contract if any service has not been installed and/or connected at the Completion Date and the Purchaser shall not be entitled to make any objection, requisition or claim for compensation in regard thereto.
- 36.3 The Purchaser shall not be entitled to raise any requisition, objection or claim for compensation in respect of the location or proposed location of any Service.

37. TRANSFER

- 37.1 In the event that the Purchaser fails to deliver the transfer to the Vendor's solicitors on or before seven (7) days prior to the Completion Date, the Purchaser agrees to pay the Vendor \$77.00 (inclusive of GST) for the cost of arranging execution of the transfer. This amount is to be paid by the Purchaser by way of adjustment at settlement. The Purchaser acknowledges that payment of such sum is an essential term of the Contract.

38. SELLING AND LEASING ACTIVITIES

- 38.1 Both prior to and after completion, the Vendor and persons authorised by the Vendor may:
- (a) conduct selling, leasing and development activities at the Development Site;
 - (b) place and maintain on or about the Development Site (but not the Property) signs in connection with those selling and leasing activities;
 - (c) place and maintain on or about the Development Site (but not the Property) offices and other facilities for sales and leasing people.
- 38.2 The Purchaser must not make any objection, requisition or claim or rescind or terminate or delay completion with respect to those matters set out in further condition 38.1.
- 38.3 This special condition does not merge on Completion of this Contract.

39. CAVEAT

- 39.1 The Purchaser must not lodge a caveat in respect of the title to the Development Site or the Property prior to Registration and this is an essential term of this Contract.
- 39.2 If a caveat lodged by or on behalf of the Purchaser, any assignee of the interests of the Purchaser under this Contract or any person claiming through or under the Purchaser is recorded on the folio for the Development Site or the Property, the Purchaser must complete this Contract notwithstanding that caveat.

40. WARRANTY BY PURCHASER WITH RESPECT TO CREDIT

40.1 The Purchaser warrants to the Vendor that either:

- (a) The Purchaser does not require credit in order to pay for the Property; or
- (b) If the Purchaser requires credit in order to pay for the Property, the Purchaser has already obtained such credit on reasonable terms acceptable to the Purchaser.

40.2 The Purchaser cannot delay completion, terminate or rescind this Contract by reason of credit not being made available to the Purchaser at the Completion Date.

41. DEPOSIT

41.1 The Vendor and the Purchaser agree as follows:

- (a) the Deposit is to be invested by the depositholder;
- (b) the Vendor will, on behalf of the Vendor and the Purchaser, advise the depositholder the Deposit is to be invested in accordance with clause 2.9; and
- (c) the interest accrued on the invested Deposit will be paid in accordance with clause 2.9 of this Contract.
- (d) no liability is to be borne by any party to this Contract or their solicitor or agent in respect of the lack of interest earned on the Deposit whether as a result of it having been or having not been invested in accordance with clause 2; and
- (e) notwithstanding the provisions of clause 2.9 hereof, if the Vendor agrees to accept a Deposit which is less than 10% of the purchase price, the parties agree that all interest earned on the investment of the Deposit shall be for the sole benefit of the Vendor.

42. BANK GUARANTEE

42.1 Subject to special conditions 42.2 and 42.3, the delivery of a Bank Guarantee upon or before the date of this Contract to the depositholder:

- (a) securing an amount no less than 10% of the purchase price; and
- (b) containing an expiry date no earlier than three (3) months after the Sunset Date; and
- (c) otherwise on terms and conditions acceptable to the Vendor, in its absolute discretion,

shall to the extent of the amount guaranteed under the Bank Guarantee be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.

42.2 The Purchaser shall pay the amount stipulated in the Bank Guarantee to the Vendor in cash or by unendorsed bank cheque on the Completion Date or at such other time as may be provided for the deposit to be accounted for to the Vendor.

42.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid by the guarantor under the Bank Guarantee, the Purchaser shall within two (2) business days of receipt of the notice pay the deposit or so much thereof as has not been paid to the depositholder.

42.4 The Vendor acknowledges that payment by the guarantor under the Bank Guarantee shall to the extent of the amount paid, be in satisfaction of the obligation of the Purchaser to pay the deposit under special condition 42.3.

42.5 If the Purchaser does not comply with special condition 42.2 or special condition 42.3:

- (a) the Purchaser is immediately, without notice, in breach of an essential obligation of this Contract; and

(b) the Vendor may demand payment from the guarantor under the Bank Guarantee of the lesser of the amount guaranteed under the Bank Guarantee and:

- (i) the amount payable by the Purchaser under special condition 42.2; or
- (ii) the amount payable by the Purchaser under special condition 42.3.

42.6 If completion of this Contract has not taken place by the Sunset Date and if this Contract is not rescinded or terminated by either party within fourteen (14) days after the Sunset Date then within twenty one (21) days after the Sunset Date the Purchaser must provide the Vendor with a substitute Bank Guarantee in identical terms and conditions to the original Bank Guarantee except that the expiry date of the Bank Guarantee must be no earlier than twelve (12) months after the Sunset Date.

42.7 If any substitute Bank Guarantee is not in identical terms and conditions to the original Bank Guarantee (except for the expiry date) and contains terms and conditions which are not acceptable to the Vendor (provided the Vendor is acting reasonably), the Vendor must promptly notify the Purchaser in writing and the Purchaser must, within fourteen (14) days of the date of service of that notice, time being of the essence, either:

- (a) provide the Vendor with a further substitute Bank Guarantee on identical terms and conditions as the original Bank Guarantee (with the exception that the expiry date must be no earlier than twelve (12) months after the Sunset Date) and on terms and conditions stipulated by the Vendor (provided the Vendor is acting reasonably); or
- (b) pay cash for the required amount.

42.8 It is an essential term of this Contract that the Purchaser complies with special conditions 42.6, 42.7 and 42.8. If the Purchaser does not comply with those special conditions, the Vendor may, in the absolute discretion of the Vendor:

- (a) terminate this Contract and call upon the Bank Guarantee forthwith; or

- (b) treat the non-compliance as a deemed failure to pay the deposit under clause 2.1.

42.9 If a substitute Bank Guarantee is received and approved by the Vendor, then special conditions 42.1 to 42.5 will apply.

43. REQUISITIONS

43.1 Notwithstanding anything to the contrary contained in this Contract or implied at common law, the Purchaser acknowledges and agrees that the only form of general requisitions on title the Purchaser may make in respect of this Contract and the Property pursuant to clause 5 shall be in the form of the Requisitions on Title annexed to this Contract.

43.2 Notwithstanding anything to the contrary contained herein the parties expressly agree that any claim for compensation by the Purchaser shall be deemed to be an objection or requisition for the purpose of Clause 8.1.

44. CANCELLED OR RE-ARRANGED SETTLEMENT

In the event settlement does not take place at the scheduled time due to the default of the Purchaser or the Purchaser's mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$110.00 (inclusive of GST) on settlement, to recover the legal costs and other expenses incurred as a consequence of the delay.

45. RIGHT OF RESCISSION

45.1 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 in this Contract it is hereby agreed and declared that should the Purchaser (or any one of them) prior to completion:

- (a) die or become mentally ill then either party may rescind this Contract by notice in writing forwarded to the other party's solicitors named in this Contract and at that time this Contract shall be at an end and the provisions of clause 19 hereof shall apply, or

- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser (or any one of them) presented or enter into any scheme of arrangement with its creditors under the Corporations Act, 2001 or should any liquidator, receiver or official manager be appointed in respect of the Purchaser (or any one of them) then the Purchaser shall be deemed to be in default under this Contract.

46. DOCUMENTS ATTACHED TO THIS CONTRACT

- 46.1 The Purchaser acknowledges that if, before the Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or of the Vendor's Solicitor or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching those documents or copies did so as the agent of the Vendor.
- 46.2 Without excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A(2)(b) of the *Conveyancing Act 1919* and the Regulations, the Vendor does not warrant that the documents or copies of the documents annexed to this Contract are complete or accurate and the Purchaser relies upon its enquiries as to the completion and accuracy of those documents.

47. CONFIDENTIALITY

- 47.1 The Purchaser agrees with the Vendor to keep the following absolutely confidential other than for a purpose set out in special condition 47.2:
- (a) the entering into of the Contract by the parties;
 - (b) the purchase price;
 - (c) the terms and conditions of this Contract;
 - (d) the Property to be acquired under this Contract;
 - (e) any information, marketing material or price guides received by the Purchaser in relation to the Property, the Lots and the Development Works.

47.2 The Purchaser may disclose the Confidential Information to a professional legal or accounting adviser for the purpose of obtaining advice on the transaction contemplated by this Contract or any financial institution from which the Purchaser has procured financial assistance to complete this Contract.

48. MISCELLANEOUS

48.1 This Contract may be executed in any number of counterparts and all counterparts taken together shall constitute this Contract.

48.2 Provisions of this Contract that are capable of taking effect after completion remain in force even though completion has occurred.

48.3 A breach of any right of election from a breach of this Contract is not waived by any failure to or delay in the exercise, or partial exercise, of that right or any other right and any waiver of a breach or of any right of election arising from a breach of this Contract must be in writing and signed by the party granting the waiver.

48.4 Any variation to this Contract must be in writing.

48.5 Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the transactions contemplated by this Contract.

48.6 If a party signs this Contract (or any document arising under or in relation to this Contract) on behalf of a party under power of attorney declares that he or she is not aware of any revocation of the power of attorney or any matter or fact which may affect his or her authority to do so.

48.7 The Purchaser indemnifies the Vendor against any liability or loss arising from, and any costs incurred in connection with, the Purchaser's default under this Contract or the Purchaser's breach of warranty, including legal costs on a full indemnity basis. The indemnities contained herein do not merge on completion of this Contract.

48.8 In case one or more of the provisions herein contained or any part thereof should be invalid, illegal or unenforceable in any respect the validity, legality or enforceability

of the remaining provisions hereof shall not in any way be affected or impaired thereby.

- 48.9 In the event of any conflict between the provisions of these special conditions and those contained in the printed conditions to this Contract, these special conditions shall prevail.

ANNEXURES TO CONTRACT

1. Prescribed Documents
2. Draft Plan of Subdivision (Annexure "A")
3. Requisitions on Title (Annexure "B")
4. Guarantee (Annexure "C")

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 20/28024

SEARCH DATE	TIME	EDITION NO	DATE
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21/4/2016	5:54 PM	6	19/1/2016

LAND

LOT 20 IN DEPOSITED PLAN 28024
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP28024

FIRST SCHEDULE

MAKEDYN PTY LIMITED (T AK64877)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AK64878 MORTGAGE TO G. ABIGNANO (INVESTMENT) PTY LTD
- 3 AK64879 MORTGAGE TO K J M CORPORATION PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1216480.

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 21/28024

SEARCH DATE	TIME	EDITION NO	DATE
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21/4/2016	5:53 PM	6	14/10/2015

LAND

LOT 21 IN DEPOSITED PLAN 28024
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP28024

FIRST SCHEDULE

MAKEDYN PTY LIMITED (T AJ900134)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 AJ848974 CAVEAT BY PETER THOMAS BYRNE
- 3 AJ900138 MORTGAGE TO G. ABIGNANO (INVESTMENT) PTY LIMITED
- 4 AJ900139 MORTGAGE TO K J M CORPORATION PTY LTD

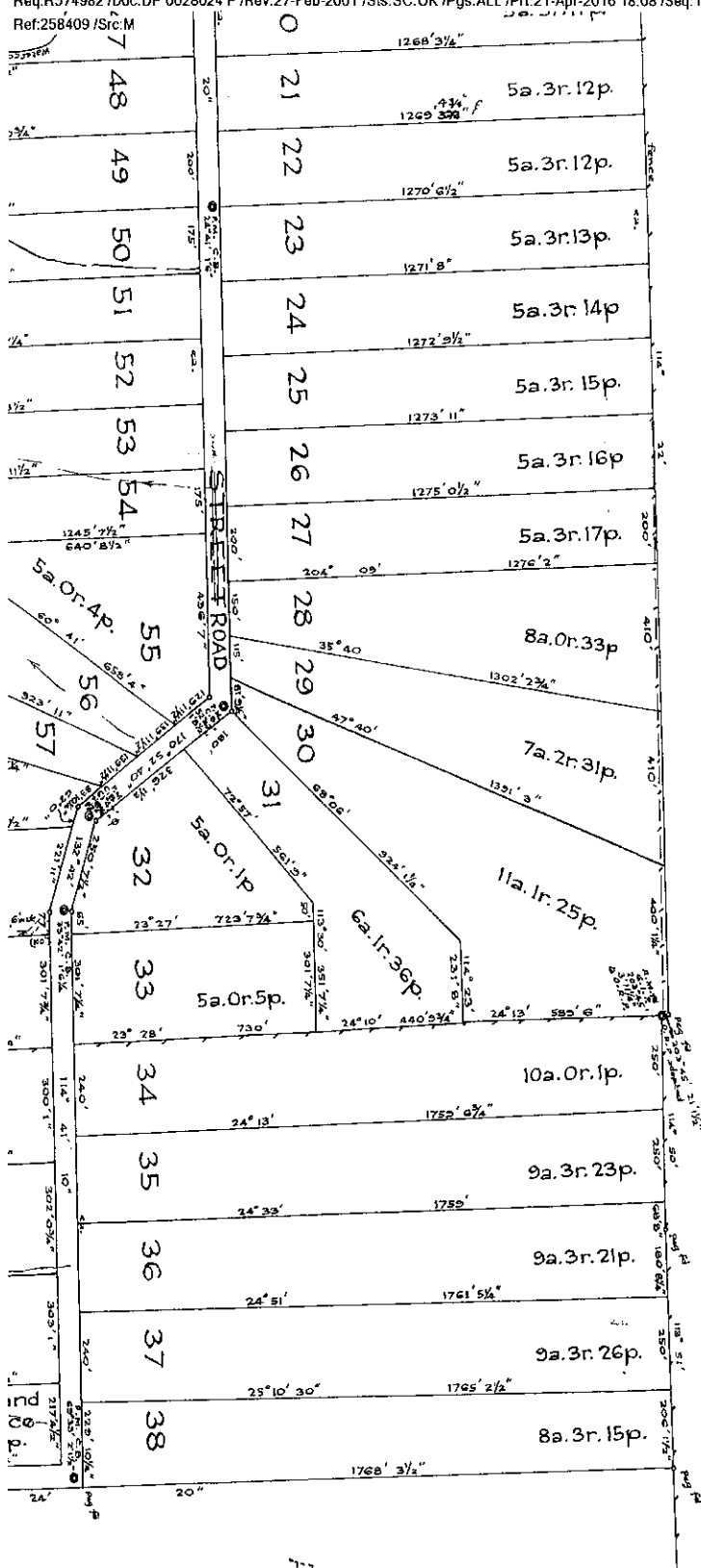
NOTATIONS

UNREGISTERED DEALINGS: PP DP1216480.

*** END OF SEARCH ***

PLAN

on of land in lot C in plan in C590365
LAN PARK ESTATE
RELLAN COUNTY OF CUMBERLAND
Scale: 300 feet to an inch



This is the plan numbered & recorded as
 Deposited Plan No 28024
 on the 26th day of September 1957
J. Hall
 REGISTRAR GENERAL

den and Recreation Space now Lot 64- added in
 Sept. RT 18-10-1972

17' 7" x 70' 25' 30" 1269' 4 1/4"

DP 28024

Municipality of Camden

C768046 2-8-57

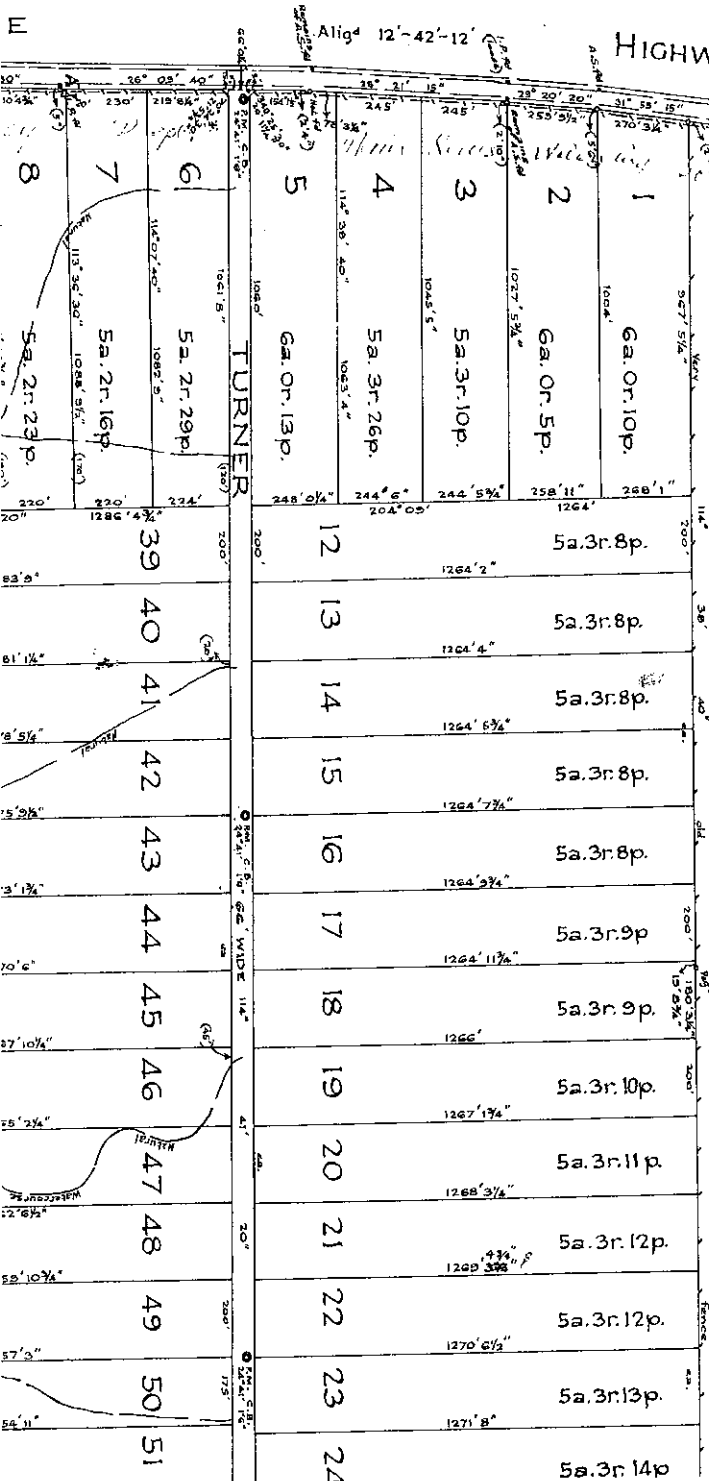
DP 28024 ©

PLA

of subdivision of land in lot
NARELLAN PA
PARISH OF NARELLAN COUN
Scale: 300 feet

A.P.P.N.

14596



DP2 8024

© DP28024

Subscribed and declared before me at Gosford
 this 18th day of April 1957

M. C. W. A. S. P.

Certificate No. 13 of 1st 6 1957

W. S. Wilson
 Town Clerk

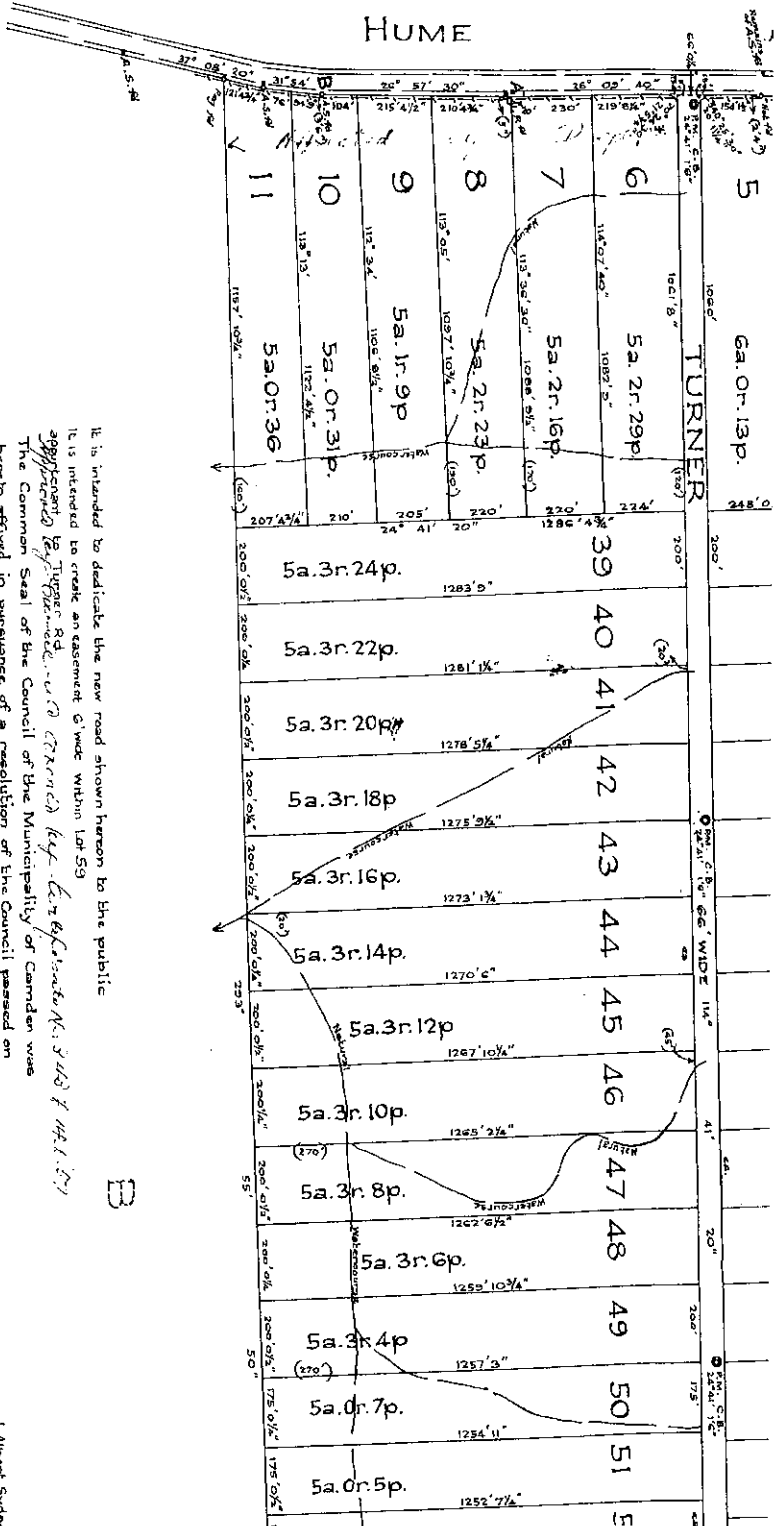
W. S. Wilson
 Town Clerk

W. S. Wilson
 Mayor

It is intended to dedicate the new road shown hereon to the public
 It is intended to create an easement 6' wide within Lot 59
 appropriate to Turner Rd
 The Common Seal of the Council of the Municipality of Camden was
 hereunto affixed in pursuance of a resolution of the Council passed on
 the 18th day of April, 1957

B

1. Albert Sydn
 Act 1925-19
 following the
 and 1. Indebty
 made by me
 completed a



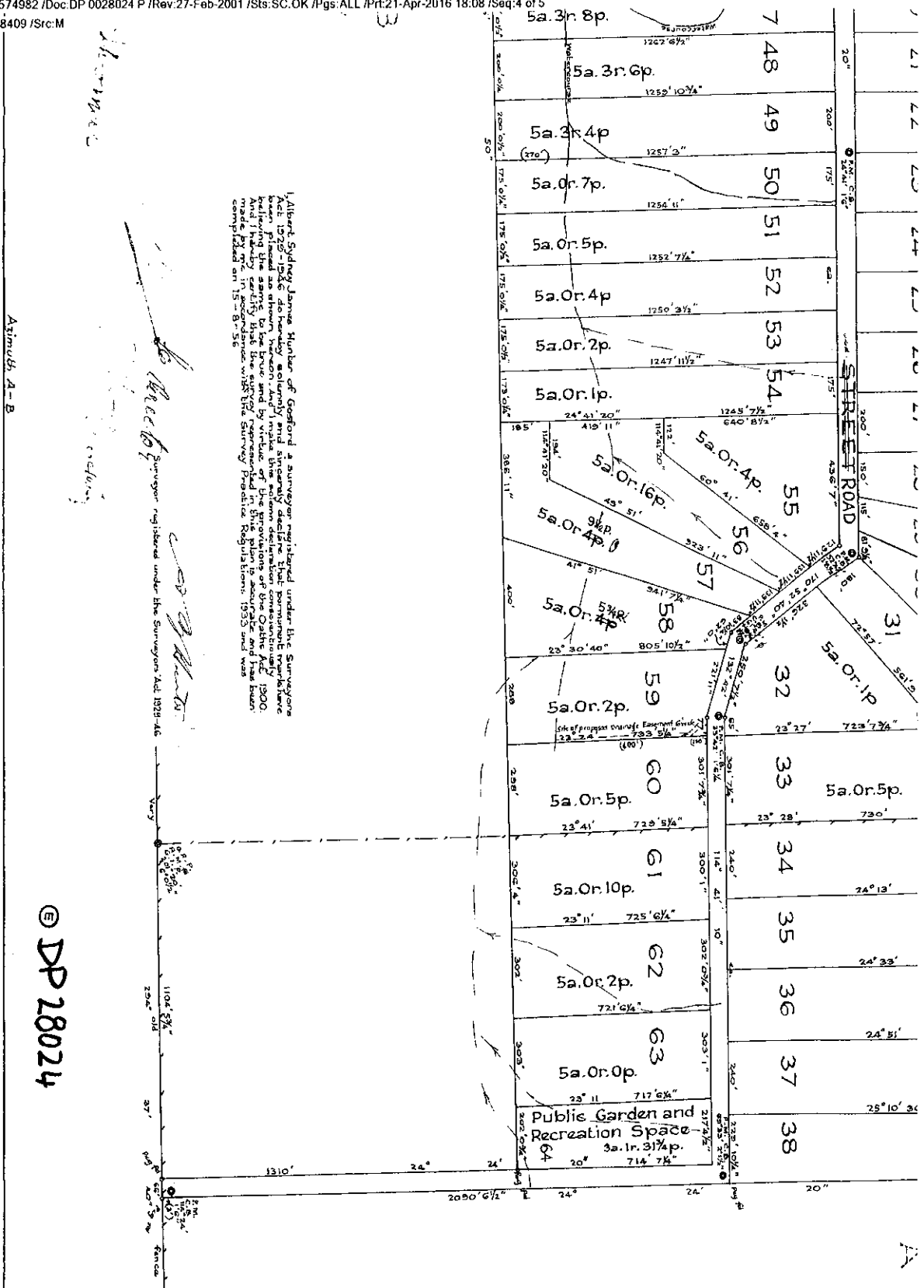
Asinubh A-B

© DP 28024

I, Albert Sydney James Hunter of Geelong a surveyor registered under the Surveyors Act 1926-1946 do hereby solemnly and sincerely declare that the several parcels have been placed as shown hereon and make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oath Act 1900. And I hereby certify that the same have been placed and in accordance with the provisions of the Surveyors Act 1926-1946 and have been completed on 15-8-56

0 52 Or. 2 1/4 p 2 52 Or. 5 1/4 p 4 1 1/2" 4 70' 25' 30" 1 126' 9' 4 3/4"

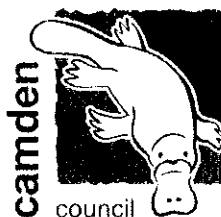
Public Garden and Recreation Space now Lot 64- at
 Reg. Gen. Dept. RT/18-10-1972



CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT		
DP 28024	FEET INCHES	METRES
1	0 1/2	0.127
2	0 3/8	0.365
3	0 1/2	0.457
4	0 5/8	0.635
5	0 3/4	0.762
6	0 7/8	0.879
7	1 0	0.914
8	1 1/8	1.041
9	1 1/4	1.118
10	1 1/2	1.195
11	1 3/4	1.272
12	1 7/8	1.349
13	2 0	1.524
14	2 1/8	1.601
15	2 1/4	1.678
16	2 3/8	1.755
17	2 1/2	1.832
18	2 5/8	1.909
19	2 3/4	2.084
20	2 7/8	2.161
21	3 0	2.238
22	3 1/8	2.315
23	3 1/4	2.392
24	3 3/8	2.469
25	3 1/2	2.546
26	3 5/8	2.623
27	3 3/4	2.700
28	3 7/8	2.777
29	4 0	2.854
30	4 1/8	2.931
31	4 1/4	3.008
32	4 3/8	3.085
33	4 1/2	3.162
34	4 5/8	3.239
35	4 3/4	3.316
36	4 7/8	3.393
37	5 0	3.470
38	5 1/8	3.547
39	5 1/4	3.624
40	5 3/8	3.701
41	5 1/2	3.778
42	5 5/8	3.855
43	5 3/4	3.932
44	5 7/8	4.009
45	6 0	4.086
46	6 1/8	4.163
47	6 1/4	4.240
48	6 3/8	4.317
49	6 1/2	4.394
50	6 5/8	4.471
51	6 3/4	4.548
52	6 7/8	4.625
53	7 0	4.702
54	7 1/8	4.779
55	7 1/4	4.856
56	7 3/8	4.933
57	7 1/2	5.010
58	7 5/8	5.087
59	7 3/4	5.164
60	7 7/8	5.241
61	8 0	5.318
62	8 1/8	5.395
63	8 1/4	5.472
64	8 3/8	5.549
65	8 1/2	5.626
66	8 5/8	5.703
67	8 3/4	5.780
68	8 7/8	5.857
69	9 0	5.934
70	9 1/8	6.011
71	9 1/4	6.088
72	9 3/8	6.165
73	9 1/2	6.242
74	9 5/8	6.319
75	9 3/4	6.396
76	9 7/8	6.473
77	10 0	6.550
78	10 1/8	6.627
79	10 1/4	6.704
80	10 3/8	6.781
81	10 1/2	6.858
82	10 5/8	6.935
83	10 3/4	7.012
84	10 7/8	7.089
85	11 0	7.166
86	11 1/8	7.243
87	11 1/4	7.320
88	11 3/8	7.397
89	11 1/2	7.474
90	11 5/8	7.551
91	11 3/4	7.628
92	11 7/8	7.705
93	12 0	7.782
94	12 1/8	7.859
95	12 1/4	7.936
96	12 3/8	8.013
97	12 1/2	8.090
98	12 5/8	8.167
99	12 3/4	8.244
100	12 7/8	8.321

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT		
DP 28024	FEET INCHES	METRES
101	13 0	8.398
102	13 1/8	8.475
103	13 1/4	8.552
104	13 3/8	8.629
105	13 1/2	8.706
106	13 5/8	8.783
107	13 3/4	8.860
108	13 7/8	8.937
109	14 0	9.014
110	14 1/8	9.091
111	14 1/4	9.168
112	14 3/8	9.245
113	14 1/2	9.322
114	14 5/8	9.399
115	14 3/4	9.476
116	14 7/8	9.553
117	15 0	9.630
118	15 1/8	9.707
119	15 1/4	9.784
120	15 3/8	9.861
121	15 1/2	9.938
122	15 5/8	10.015
123	15 3/4	10.092
124	15 7/8	10.169
125	16 0	10.246
126	16 1/8	10.323
127	16 1/4	10.400
128	16 3/8	10.477
129	16 1/2	10.554
130	16 5/8	10.631
131	16 3/4	10.708
132	16 7/8	10.785
133	17 0	10.862
134	17 1/8	10.939
135	17 1/4	11.016
136	17 3/8	11.093
137	17 1/2	11.170
138	17 5/8	11.247
139	17 3/4	11.324
140	17 7/8	11.401
141	18 0	11.478
142	18 1/8	11.555
143	18 1/4	11.632
144	18 3/8	11.709
145	18 1/2	11.786
146	18 5/8	11.863
147	18 3/4	11.940
148	18 7/8	12.017
149	19 0	12.094
150	19 1/8	12.171
151	19 1/4	12.248
152	19 3/8	12.325
153	19 1/2	12.402
154	19 5/8	12.479
155	19 3/4	12.556
156	19 7/8	12.633
157	20 0	12.710
158	20 1/8	12.787
159	20 1/4	12.864
160	20 3/8	12.941
161	20 1/2	13.018
162	20 5/8	13.095
163	20 3/4	13.172
164	20 7/8	13.249
165	21 0	13.326
166	21 1/8	13.403
167	21 1/4	13.480
168	21 3/8	13.557
169	21 1/2	13.634
170	21 5/8	13.711
171	21 3/4	13.788
172	21 7/8	13.865
173	22 0	13.942
174	22 1/8	14.019
175	22 1/4	14.096
176	22 3/8	14.173
177	22 1/2	14.250
178	22 5/8	14.327
179	22 3/4	14.404
180	22 7/8	14.481
181	23 0	14.558
182	23 1/8	14.635
183	23 1/4	14.712
184	23 3/8	14.789
185	23 1/2	14.866
186	23 5/8	14.943
187	23 3/4	15.020
188	23 7/8	15.097
189	24 0	15.174
190	24 1/8	15.251
191	24 1/4	15.328
192	24 3/8	15.405
193	24 1/2	15.482
194	24 5/8	15.559
195	24 3/4	15.636
196	24 7/8	15.713
197	25 0	15.790
198	25 1/8	15.867
199	25 1/4	15.944
200	25 3/8	16.021
201	25 1/2	16.098
202	25 5/8	16.175
203	25 3/4	16.252
204	25 7/8	16.329
205	26 0	16.406
206	26 1/8	16.483
207	26 1/4	16.560
208	26 3/8	16.637
209	26 1/2	16.714
210	26 5/8	16.791
211	26 3/4	16.868
212	26 7/8	16.945
213	27 0	17.022

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT		
DP 28024	FEET INCHES	METRES
214	27 1/8	58.799
215	27 1/4	58.876
216	27 3/8	58.953
217	27 1/2	59.029
218	27 5/8	59.106
219	27 3/4	59.183
220	27 7/8	59.260
221	28 0	59.337
222	28 1/8	59.414
223	28 1/4	59.491
224	28 3/8	59.568
225	28 1/2	59.645
226	28 5/8	59.722
227	28 3/4	59.799
228	28 7/8	59.876
229	29 0	59.953
230	29 1/8	60.030
231	29 1/4	60.107
232	29 3/8	60.184
233	29 1/2	60.261
234	29 5/8	60.338
235	29 3/4	60.415
236	29 7/8	60.492
237	30 0	60.569
238	30 1/8	60.646
239	30 1/4	60.723
240	30 3/8	60.800
241	30 1/2	60.877
242	30 5/8	60.954
243	30 3/4	61.031
244	30 7/8	61.108
245	31 0	61.185
246	31 1/8	61.262
247	31 1/4	61.339
248	31 3/8	61.416
249	31 1/2	61.493
250	31 5/8	61.570
251	31 3/4	61.647
252	31 7/8	61.724
253	32 0	61.801
254	32 1/8	61.878
255	32 1/4	61.955
256	32 3/8	62.032
257	32 1/2	62.109
258	32 5/8	62.186
259	32 3/4	62.263
260	32 7/8	62.340
261	33 0	62.417
262	33 1/8	62.494
263	33 1/4	62.571
264	33 3/8	62.648
265	33 1/2	62.725
266	33 5/8	62.802
267	33 3/4	62.879
268	33 7/8	62.956
269	34 0	63.033
270	34 1/8	63.110
271	34 1/4	63.187
272	34 3/8	63.264
273	34 1/2	63.341
274	34 5/8	63.418
275	34 3/4	63.495
276	34 7/8	63.572
277	35 0	63.649
278	35 1/8	63.726
279	35 1/4	63.803
280	35 3/8	63.880
281	35 1/2	63.957
282	35 5/8	64.034
283	35 3/4	64.111
284	35 7/8	64.188
285	36 0	64.265
286	36 1/8	64.342
287	36 1/4	64.419
288	36 3/8	64.496
289	36 1/2	64.573
290	36 5/8	64.650
291	36 3/4	64.727
292	36 7/8	64.804
293	37 0	64.881
294	37 1/8	64.958
295	37 1/4	65.035
296	37 3/8	65.112
297	37 1/2	65.189
298	37 5/8	65.266
299	37 3/4	65.343
300	37 7/8	65.420
301	38 0	65.497
302	38 1/8	65.574
303	38 1/4	65.651
304	38 3/8	65.728
305	38 1/2	65.805
306	38 5/8	65.882
307	38 3/4	65.959
308	38 7/8	66.036
309	39 0	66.113
310	39 1/8	66.190
311	39 1/4	66.267
312	39 3/8	66.344
313	39 1/2	66.421
314	39 5/8	66.498
315	39 3/4	66.575
316	39 7/8	66.652
317	40 0	66.729



Camden Council
37 John Street, Camden NSW 2570 DX 25807
PO Box 183, Camden 2570 ABN: 31 117 341 764
Telephone: 02 4654 7777 Fax: 02 4654 7829
Email: mail@camden.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 149 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: InfoTrack
DX 578
SYDNEY

Certificate number: 20161506
Receipt number: 1401903
Property number: 111157
Certificate date: 26/04/2016
Certificate fee: \$133.00
Applicant's reference: 258409

DESCRIPTION OF PROPERTY

Title: LOT: 20 DP: 28024
Property: 79 Turner Road GREGORY HILLS 2557

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 149 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)

Not applicable.

State Environmental Planning Policies (SEPP's)

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

No. 19 - Bushland In Urban Areas.

No. 21 - Caravan Parks.

No. 22 - Shops And Commercial Premises.

No. 6 - Number Of Storeys In a Building.

No. 30 - Intensive Agriculture.

No. 33 - Hazardous and Offensive Development.

No. 55 - Remediation Of Land.

No. 65 - Design Quality of Residential Apartment Development.

No. 64 - Advertising and Signage.

SEPP (Building Sustainability Index: Basix) 2004.

SEPP (Infrastructure) 2007.

No. 50 - Canal Estates

SEPP (State Significant Precincts) 2005.

SEPP (Sydney Region Growth Centres) 2006.

No. 32 - Urban Consolidation (Redevelopment of Urban Land).

No. 62 - Sustainable Aquaculture.

No. 70 - Affordable Housing.

SEPP (Affordable Rental Housing) 2009.



SEPP (Exempt and Complying Development Codes) 2008.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007.

SEPP (State and Regional Development) 2011.

SEPP (Temporary Structures) 2007

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)

State Environmental Planning Policy (Infrastructure) Amendment (Sport and Recreation) 2013

State Environmental Planning Policy (Infrastructure) Amendment (Shooting Range) 2013.

State Environmental Planning Policy (Exempt and Complying Development) Amendment (Proposed Housekeeping Amendments)

State Environmental Planning Policy (Sydney Region Growth Centres) Amendment (Riparian Lands, Gregory Hills)

State Environmental Planning Policy (Sydney Region Growth Centres) Amendment (Minimum Lot Size for Semi Detached Dwellings)

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

Turner Road Development Control Plan (DCP) 2007

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

2 Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),



(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,

(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

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

Not applicable.

(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;

Not applicable.

(f) whether the land includes or comprises critical habitat;

Not applicable

(g) whether the land is in a conservation area (however described), whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

(h) whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(A) THE ZONE;

R1 GENERAL RESIDENTIAL

Objectives of zone:

(a) To provide for the housing needs of the community.

(b) To provide for a variety of housing types and densities.

(c) To enable other land uses that provide facilities or services to meet The day to day



needs of residents.

(d) To support the wellbeing of the community, including educational, recreational, community, religious and other activities and, where residential development.

(e) 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.

(f) To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.

(g) To provide for a variety of recreational uses within open space areas.

(B) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT MAY BE CARRIED OUT WITHIN THE ZONE WITHOUT THE NEED FOR DEVELOPMENT CONSENT;

Nil.

(C) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT MAY NOT BE CARRIED OUT WITHIN THE ZONE EXCEPT WITH DEVELOPMENT CONSENT;

Any other development not specified in item b or d.

(D) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT IS PROHIBITED WITHIN THE ZONE;

Agriculture; Airports; Airstrips; Biosolid 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; 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; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.



(A) THE ZONE;

RE1 - PUBLIC RECREATION

Objectives of zone:

- (a) To enable land to be used for public open space or recreational purposes.
- (b) To provide a range of recreational settings and activities and compatible land uses.
- (c) To protect and enhance the natural environment for recreational purposes.

(B) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT MAY BE CARRIED OUT WITHIN THE ZONE WITHOUT THE NEED FOR DEVELOPMENT CONSENT;

Nil.

(C) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT MAY NOT BE CARRIED OUT WITHIN THE ZONE EXCEPT WITH DEVELOPMENT CONSENT;

Community facilities; Drainage; Earthworks; Electricity generating works; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (outdoor); Roads; Telecommunications facilities; Temporary structures; Utility installations; Water recycling facilities; Waterbodies.

(D) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT IS PROHIBITED WITHIN THE ZONE;

Any other development not specified in item b or c.

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

- (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;

YES. In R1 zone, clause 4.1A of Oran Park 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;

Not applicable

(g) whether the land is in a conservation area (however described), whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

(h) whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

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*.

General Housing Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the General Housing Code.

Rural Housing Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Rural Housing Code.

Housing Alterations Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Housing Alterations Code.

General Development Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the General Development Code.

Subdivision Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Subdivisions Code.

Demolition Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Demolition Code.



Commercial and Industrial Alterations Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Commercial and Industrial Alterations Code.

Commercial and Industrial New Buildings and Additions

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Commercial and Industrial (New Buildings and Additions) Code.

Fire Safety

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Fire Safety Code.

- (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.

No.

- (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.

4 Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the department of finance, services and innovation.

Not Applicable.

4A Certain information relating to beaches and coasts

- (1) in relation to a coastal council—whether an order has been made under part 4d of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.
- (2) in relation to a coastal council:
- (a) whether the council has been notified under section 55x of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that act) have been placed on the land (or on public land adjacent to that land), and



- (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that act.

Not Applicable.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not Applicable.

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

The subject land is not affected by sec.15 of the Mine Subsidence Compensation Act, 1961, proclaiming land to be in the South Campbelltown Mine Subsidence District.

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 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

Not applicable.

7A Flood related development controls information

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

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

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

The subject property may be affected by a watercourse and although no formal flood study exists the property or portion thereof may be subject to flooding. Further information may be obtained from Council's Infrastructure Planning Division.

The subject land is affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.



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

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

Yes, clause 5.1 of the Oran Park and Turner Road Precinct Plan applies to the land as shown on the Land Acquisition Maps under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

9 Contributions plans

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 94 Contributions Plan and Land Value Index.

9A Bio-diversity certified land

If the land is bio-diversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*, a statement to that effect.

The land is not biodiversity certified within the meaning of 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 Centre State Environmental Planning Policy and related Environmental Planning Instruments" in the *Threatened Species Conservation Act 1995*. Further information is available at:

<http://growthcentres.planning.nsw.gov.au/Environment/BiodiversityCertification.aspx>

10 Bio-banking agreements

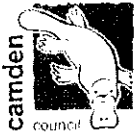
If the land is land to which a bio-banking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate



is bush fire prone land as defined in s.4 of the Environmental Planning and Assessment Act, 1979.

12 Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* 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) a statement of whether there is a current site compatibility certificate (seniors housing), or which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) that period for which the certificate is current, and
- (ii) that a copy may be obtained from the head office of the Department and,

(b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007, in respect of the land.

No.

16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), 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) A statement of whether there is a current site compatibility certificate (affordable rental housing), 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 current, and
 - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out 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.

No. There is no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot, in respect to paper subdivisions.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

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*.

- (b) the date on which the certificate ceases to be current (if any), and



(c) that a copy may be obtained from the head office of the Department.

No, there is no current site verification certificate, of which council is aware in respect of the land.

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

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

No.

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

No.

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

No.

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

No.

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

No.

INFORMATION PROVIDED UNDER SECTION 149(5) OF THE ACT:

OTHER INFORMATION

1 Second Sydney Airport - Badgerys Creek

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek.

The Western Sydney Airport Draft Airport Plan and Draft Environmental Impact Statement were released for public exhibition on 19 October 2015.

The Draft Airport Plan, Draft Environmental Impact Statement and further information on Western



Sydney airport are available at www.westernsydneyairport.gov.au, or from the Commonwealth Department of Infrastructure and Regional Development at www.infrastructure.gov.au.

2 Tree Preservation Order

The subject land is affected by provisions of Clause 5.9 of Appendix 1 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, in regard to the protection of trees. A person shall not ringbark, cut down, lop, top, remove, injure or wilfully damage or destroy any living tree on this property, except with the consent of Council. Where clearing provisions apply, clearing of vegetation (including native vegetation) may not be carried out except with the consent of Council.

3 Additional Flooding Information

The subject land is affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

4 South West Rail Link extension corridor

In June 2015, Transport for NSW announced the South West Rail Link Extension Corridor Preservation and Outer Sydney Orbital Corridor Preservation Study which may affect land in the Camden Local Government Area. For further information, contact Transport for NSW, www.transport.nsw.gov.au or phone 1800 837 511.

5 Miscellaneous Information

In relation to Council's Policy on the Management of Contaminated Lands and Council's Policy on Building in a Salinity Prone Environment, the following report applies to the land Supplementary Contamination and Salinity Assessment, Proposed Residential Subdivision Lot 20 & 21 DP 28024 Turner Road, Ref: G09/1588-B, Gregory Hills, prepared by Networks Geotechniques and dated 15 June 2015.

Council holds a report which applies to the development of this land. Further enquiries may Coal seam gas extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

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.



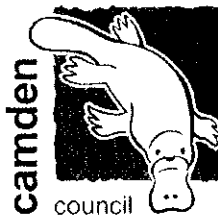
Section 149 (2) Certificate
Property: 79 Turner Road GREGORY HILLS 2557

Certificate No.: 20161506
Certificate Date: 26/04/2016

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



Camden Council
37 John Street, Camden NSW 2570 DX 25807
PO Box 183, Camden 2570 ABN: 31 117 341 764
Telephone: 02 4654 7777 Fax: 02 4654 7829
Email: mail@camden.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 149 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: InfoTrack
DX 578
SYDNEY

Certificate number:	20161505
Receipt number:	1401903
Property number:	111159
Certificate date:	26/04/2016
Certificate fee:	\$133.00
Applicant's reference:	258409

DESCRIPTION OF PROPERTY

Title: LOT: 21 DP: 28024
Property: 85 Turner Road GREGORY HILLS 2557

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 149 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)

Not applicable.

State Environmental Planning Policies (SEPP's)

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

No. 19 - Bushland In Urban Areas.

No. 21 - Caravan Parks.

No. 22 - Shops And Commercial Premises.

No. 6 - Number Of Storeys In a Building.

No. 30 - Intensive Agriculture.

No. 33 - Hazardous and Offensive Development.

No. 55 - Remediation Of Land.

No. 65 - Design Quality of Residential Apartment Development.

No. 64 - Advertising and Signage.

SEPP (Building Sustainability Index: Basix) 2004.

SEPP (Infrastructure) 2007.

No. 50 - Canal Estates

SEPP (State Significant Precincts) 2005.

SEPP (Sydney Region Growth Centres) 2006.

No. 32 - Urban Consolidation (Redevelopment of Urban Land).

No. 62 - Sustainable Aquaculture.

No. 70 - Affordable Housing.

SEPP (Affordable Rental Housing) 2009.

SEPP (Exempt and Complying Development Codes) 2008.



SEPP (Mining, Petroleum Production and Extractive Industries) 2007.

SEPP (State and Regional Development) 2011.

SEPP (Temporary Structures) 2007

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)

State Environmental Planning Policy (Infrastructure) Amendment (Sport and Recreation) 2013

State Environmental Planning Policy (Infrastructure) Amendment (Shooting Range) 2013.

State Environmental Planning Policy (Exempt and Complying Development) Amendment (Proposed Housekeeping Amendments)

State Environmental Planning Policy (Sydney Region Growth Centres) Amendment (Riparian Lands, Gregory Hills)

State Environmental Planning Policy (Sydney Region Growth Centres) Amendment (Minimum Lot Size for Semi Detached Dwellings)

- (3) The name of each development control plan that applies to the carrying out of development on the land.
Turner Road Development Control Plan (DCP) 2007
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,



(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

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

Not applicable.

(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;

Not applicable.

(f) whether the land includes or comprises critical habitat;

Not applicable

(g) whether the land is in a conservation area (however described), whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

(h) whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(A) THE ZONE;

R1 GENERAL RESIDENTIAL

Objectives of zone:

(a) To provide for the housing needs of the community.

(b) To provide for a variety of housing types and densities.

(c) To enable other land uses that provide facilities or services to meet The day to day needs of residents.

(d) To support the wellbeing of the community, including educational, recreational,



community, religious and other activities and, where residential development.

(e) 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.

(f) To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.

(g) To provide for a variety of recreational uses within open space areas.

(B) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT MAY BE CARRIED OUT WITHIN THE ZONE WITHOUT THE NEED FOR DEVELOPMENT CONSENT;

Nil.

(C) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT MAY NOT BE CARRIED OUT WITHIN THE ZONE EXCEPT WITH DEVELOPMENT CONSENT;

Any other development not specified in item b or d.

(D) THE PURPOSES FOR WHICH THE INSTRUMENT PROVIDES THAT DEVELOPMENT IS PROHIBITED WITHIN THE ZONE;

Agriculture; Airports; Airstrips; Biosolid 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; 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; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,



the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

(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;

YES. Clause 4.1A of Oran Park 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;

Not applicable

(g) whether the land is in a conservation area (however described), whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

(h) whether an item of environmental heritage (however described) is situated on the land;

Not applicable.

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*.

General Housing Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the General Housing Code.

Rural Housing Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Rural Housing Code.

Housing Alterations Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Housing Alterations Code.



General Development Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the General Development Code.

Subdivision Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Subdivisions Code.

Demolition Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Demolition Code.

Commercial and Industrial Alterations Code

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Commercial and Industrial Alterations Code.

Commercial and Industrial New Buildings and Additions

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Commercial and Industrial (New Buildings and Additions) Code.

Fire Safety

Yes, subject to the satisfaction of the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Complying Development may be carried out under the Fire Safety Code.

- (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.

No.

- (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.



4 Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the department of finance, services and innovation.

Not Applicable.

4A Certain information relating to beaches and coasts

- (1) in relation to a coastal council—whether an order has been made under part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.
- (2) in relation to a coastal council:
 - (a) whether the council has been notified under section 55x of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that act) have been placed on the land (or on public land adjacent to that land), and
 - (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that act.

Not Applicable.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496b of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553b of that act).

Not Applicable.

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553b of the *Local Government Act 1993*.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

The subject land is not affected by sec.15 of the Mine Subsidence Compensation Act, 1961, proclaiming land to be in the South Campbelltown Mine Subsidence District.



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 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

Not applicable.

7A Flood related development controls information

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

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

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

The subject property may be affected by a watercourse and although no formal flood study exists the property or portion thereof may be subject to flooding. Further information may be obtained from Council's Infrastructure Planning Division.

The subject land is affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

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

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

No.

9 Contributions plans

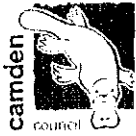
The name of each contributions plan applying to the land

Oran Park and Turner Road Section 94 Contributions Plan and Land Value Index.

9A Bio-diversity certified land

If the land is bio-diversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*, a statement to that effect.

Yes, the land is Biodiversity Certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995. For more information please visit: <http://growthcentres.planning.nsw.gov.au/Environment/BiodiversityCertification.aspx>



10 Bio-banking agreements

If the land is land to which a bio-banking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, 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).

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.

Council has been supplied by the NSW Rural Fire Service with a Bush Fire Prone Land Map for the purposes of a bush fire risk management plan applying to the land within the Camden Local Government Area. Based on that map, it appears the land referred to in this certificate is bush fire prone land as defined in s.4 of the Environmental Planning and Assessment Act, 1979.

12 Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* 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) a statement of whether there is a current site compatibility certificate (seniors housing), or which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) that period for which the certificate is current, and
- (ii) that a copy may be obtained from the head office of the Department and,

(b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007, in respect of the land.

No.

16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), 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) A statement of whether there is a current site compatibility certificate (affordable rental housing), 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 current, and
- (b) that a copy may be obtained from the head office of the Department.

- (2) A statement setting out 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.

No. There is no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot, in respect to paper subdivisions.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

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*.

- (b) the date on which the certificate ceases to be current (if any), and

- (c) that a copy may be obtained from the head office of the Department.

No, there is no current site verification certificate, of which council is aware in respect of the land.

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

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

No.

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

No.

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

No.

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

No.

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



certificate.

No.

INFORMATION PROVIDED UNDER SECTION 149(5) OF THE ACT:

OTHER INFORMATION

1 Second Sydney Airport - Badgerys Creek

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek.

The Western Sydney Airport Draft Airport Plan and Draft Environmental Impact Statement were released for public exhibition on 19 October 2015.

The Draft Airport Plan, Draft Environmental Impact Statement and further information on Western Sydney airport are available at www.westernsydneyairport.gov.au, or from the Commonwealth Department of Infrastructure and Regional Development at www.infrastructure.gov.au.

2 Tree Preservation Order

The subject land is affected by provisions of Clause 5.9 of Appendix 1 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, in regard to the protection of trees. A person shall not ringbark, cut down, lop, top, remove, injure or wilfully damage or destroy any living tree on this property, except with the consent of Council. Where clearing provisions apply, clearing of vegetation (including native vegetation) may not be carried out except with the consent of Council.

3 Additional Flooding Information

The subject land is affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

4 South West Rail Link extension corridor

In June 2015, Transport for NSW announced the South West Rail Link Extension Corridor Preservation and Outer Sydney Orbital Corridor Preservation Study which may affect land in the Camden Local Government Area. For further information, contact Transport for NSW, www.transport.nsw.gov.au or phone 1800 837 511.

5 Miscellaneous Information

In relation to Council's Policy on the Management of Contaminated Lands and Council's Policy



Section 149 (2) Certificate
Property: 85 Turner Road GREGORY HILLS 2557

Certificate No.: 20161505
Certificate Date: 26/04/2016

on Building in a Salinity Prone Environment, the following report applies to the land Supplementary Contamination and Salinity Assessment, Proposed Residential Subdivision Lot 20 & 21 DP 28024 Turner Road, Ref: G09/1588-B, Gregory Hills, prepared by Networks Geotechniques and dated 15 June 2015.

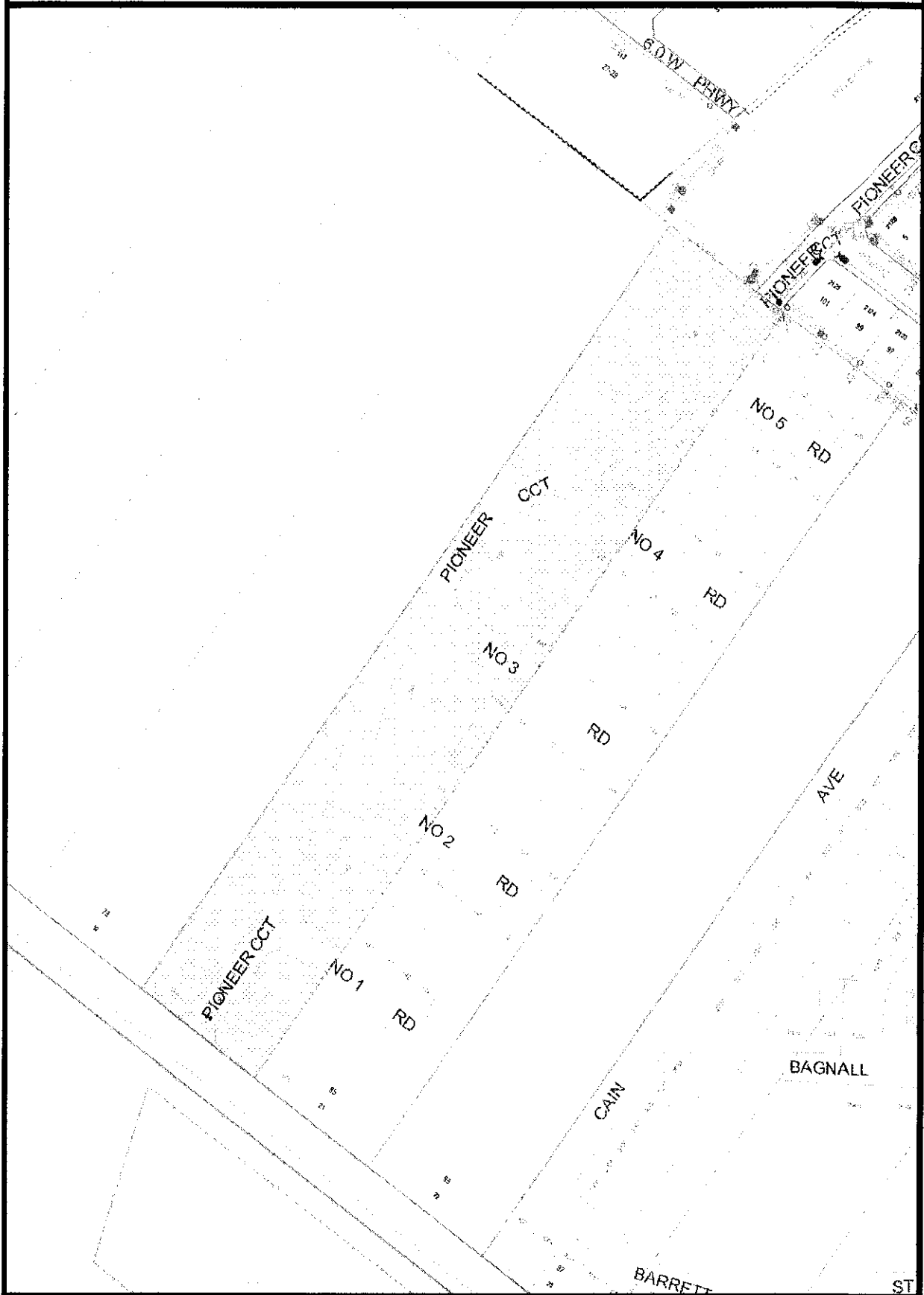
Council holds a report which applies to the development of this land. Further enquiries may Coal seam gas extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

DISCLAIMER AND CAUTION

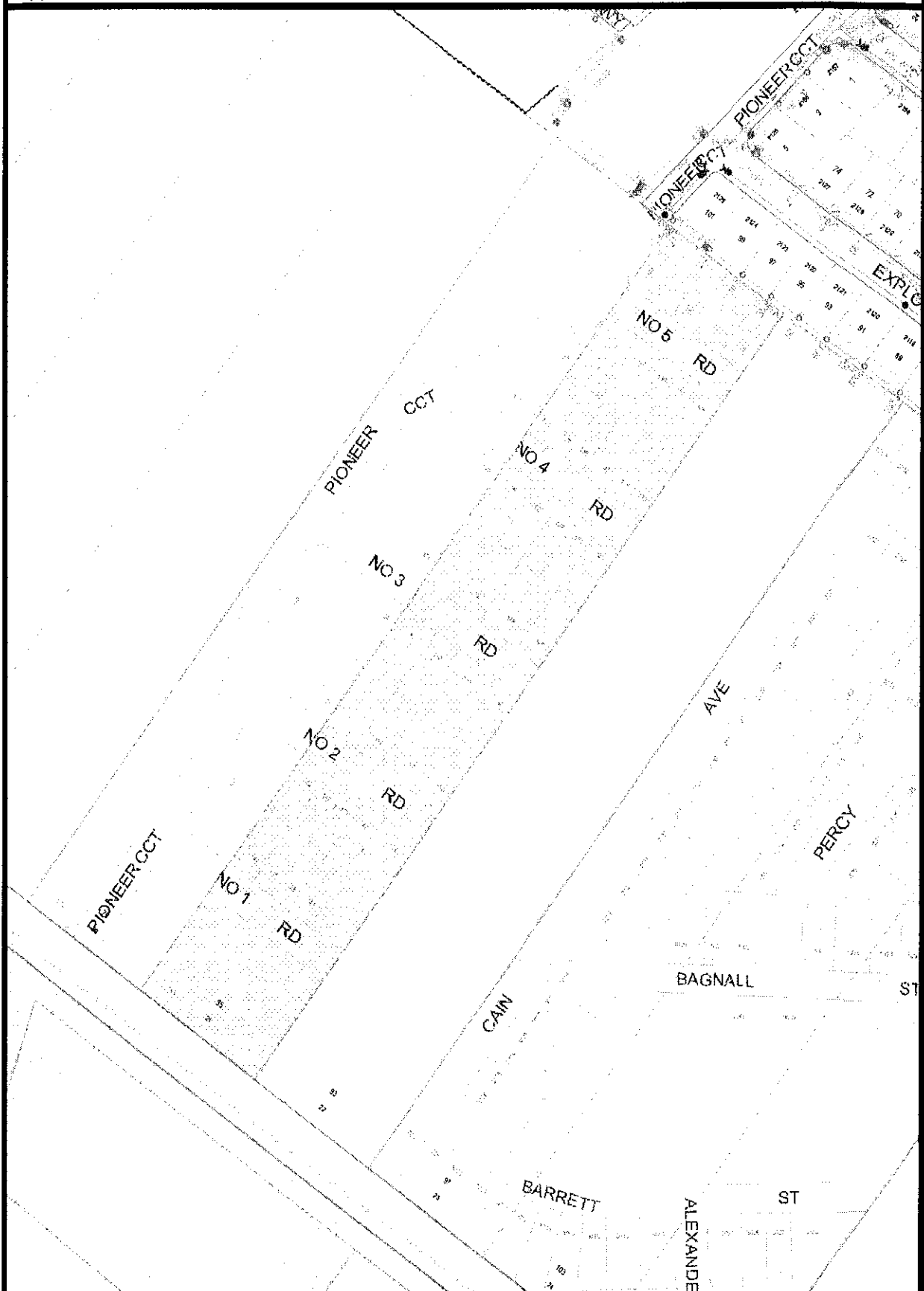
1. The information on zones, controls etc given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc apply or are proposed on nearby land then they should make enquiries in person at Council's offices.
2. The information contained in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



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ANNEXURE "A"

DRAFT PLAN OF SUBDIVISION

ANNEXURE "B"

REQUISITIONS ON TITLE

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

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*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings 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?

Survey and building

13. 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.
14. 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.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 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* 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*.
16. 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?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (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.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) 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.
 - (c) 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?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. 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

24. 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

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.

ANNEXURE "C"

GUARANTEE

Guarantee

Guarantee and Indemnity if Corporate Purchaser

1. If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) then:
2. In consideration of the vendor and at the request and direction of
(name)
(address)
and (name)
(address)

("the guarantors") agreeing to enter into this contract with the purchaser, the guarantors hereby jointly and severally irrevocably and unconditionally guarantee to the vendor the due and punctual payment to the vendor of all monies due to the vendor under this contract, and the punctual performance and observance by the purchaser of the provisions contained in this contract on the part of the purchaser to be paid, observed and performed.
3. If the purchaser does not pay any amount due to the vendor on time and in accordance with the terms of this contract, then the guarantors jointly and severally agree to pay those monies to the vendor on demand by the vendor.
4. The guarantors waive any rights they have of first requiring the vendor to proceed against or enforce any other right against the purchaser or any other person, including another of the guarantors, before making a claim against the guarantors under this guarantee and indemnity.
5. The guarantors agree jointly and severally with the vendor to be liable for and to indemnify and keep indemnified the vendor from and against all actions, suits, claims, demands and losses which the vendor may incur or be liable for as a result of any default, act or omission on the part of the purchaser under this contract.
6. The vendor and the guarantors agree that this guarantee and indemnity is a continuing guarantee and indemnity which is unconditional and absolute in all circumstances and will remain in force until all monies payable under this guarantee and indemnity are paid.
7. The guarantors represent and warrant that: -
 - (a) their obligations under this guarantee and indemnity are valid and binding;
 - (b) they do not enter into this guarantee and indemnity in the capacity as a trustee of any trust or settlement
 - (c) they are natural persons over the age of 18 years; and
 - (d) they are directors of or substantial shareholders of the purchaser.

8. Until the guarantors' obligations under this guarantee and indemnity are fully discharged, the guarantors must not, without the vendor's prior written consent:

(e) make a claim or enforce a right against the purchaser or its property; or

(f) prove in competition with the vendor in any liquidation of the purchaser

9. This guarantee is an essential term of this contract.

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of witness

Signature

Print Name of Witness

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of witness

Signature

Print Name of Witness