

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	
co-agent		
vendor	RC Resi No 9 Pty Ltd ACN 609 906 514 as trustee for RC Resi No 9 Trust Level 2, Suite 1, Building F, 1 Homebush Bay Drive, Rhodes, NSW 2138	
developer	Fort Meyers Pty Limited ACN 616 439 260 as trustee for Fort Meyers Trust Level 2, Suite 1, Building F, 1 Homebush Bay Drive, Rhodes, NSW 2138	
vendor's solicitor	Rawson Legal Pty Limited Bldg F, Suite 2, 1 Homebush Bay Drive, Rhodes NSW 2138 PO Box 3099 Rhodes NSW 2138 DX 23814 Strathfield	Phone: 8765 5624 Fax: 8362 9997 Ref: NF:AL:20182769 E: neala.fraser@rawson.com.au
date for completion	Refer to Special Condition 41.1	(clause 15)
land (address, plan details and title reference)	Lot Aspect Stage 2B, Lot 220 Fifth Avenue, Austral, New South Wales 2179 Unregistered Plan: Lot in an unregistered plan which is part of Lot 220 Plan 1226042 Part Folio Identifier 220/1226042	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	NIL
exclusions	NIL
purchaser	
FIRB Declaration	The Purchaser declares that they <input type="checkbox"/> do / <input type="checkbox"/> do not require FIRB approval to purchase this Property
purchaser's solicitor	Phone: Fax: Ref: E:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

REFER TO EXECUTION ANNEXURE

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Deposit to be invested

☒ NO ☐ yesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*☐ NO ☒ yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

RC Resi No 9 Trust

Supplier's ABN:

21 953 272 487

Supplier's GST branch address (if applicable):

Supplier's business address:

Level 2, Suite 1, Building F, 1 Homebush Bay Drive, Rhodes, NSW 2138

Supplier's email address:

neala.fraser@rawson.com.au

Supplier's phone number:

02 8765 5624Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

List of Documents

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

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

Not applicable

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Lot Aspect Stage 2B, Lot 220 Fifth Avenue, Austral**, from **RC Resi No 9 Pty Ltd ACN 609 906 514 as trustee for RC Resi No 9 Trust** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **RC Resi No 9 Pty Ltd ACN 609 906 514 as trustee for RC Resi No 9 Trust** and am not employed in the legal practice of a solicitor acting for **RC Resi No 9 Pty Ltd ACN 609 906 514 as trustee for RC Resi No 9 Trust** nor am I a member or employee of a firm of which a solicitor acting for **RC Resi No 9 Pty Ltd ACN 609 906 514 as trustee for RC Resi No 9 Trust** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

EXECUTION ANNEXURE

VENDOR: RC Resi No 9 Pty Limited ACN 609 906 514 as trustee for RC Resi No 9 Trust

PURCHASER:

PROPERTY: Lot Aspect Stage 2b, Lot 220 Fifth Avenue, Austral

Executed for an on behalf of **RC Resi No 9 Pty Limited ACN 609 906 514** in accordance with section 127 of the Corporations Act 2001 (Cth):

Nicholas William Chandler
Director

Neala Edwynna Fraser
Company Secretary

Executed for and on behalf of **Fort Meyers Pty Limited ACN 616 439 260** by its duly authorised attorneys under Power of Attorney registered in Book 4759 No. 785 who declare that they have no notification of revocation of the said Power of Attorney in the presence of:

Signature of witness

Nicholas William Chandler

Name of witness

Neala Edwynna Fraser

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

14 Adjustments

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
 - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
 - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Lot 253-285 / Lot 220 Fifth Avenue AUSTRAL NSW 2179

Special Conditions

33. Additional definitions and interpretation

33.1 Additional definitions

In addition to the definitions stated in clause 1 of the Printed Form, the following definitions apply to this Contract for the sale and purchase of land:

Approval means any approval from an Authority which the vendor considers necessary or desirable to register the Plan.

Authority means any government, administrative fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the property.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute) loss, liability, cost, compensation, damage or expense.

Completion Date means the date determined under clause 41.1.

Default Rate means twelve percent (12%) per annum.

Development means the proposed development of land comprised in Lot 220 in Deposited Plan 1226042 and/or described in Notice of Determination of Development Application which is issued in respect to either the Lot or the Development Site.

Development Activities means

- (1) any form of demolition work, excavation work or landscaping work within the Development Site;
- (2) any form of building work or work ancillary to or associated with building work within the Development Site including the installation of services;
- (3) any form of work other than the forms of work referred to in paragraphs (1) and (2) above which is considered necessary or desirable by the Vendor;
- (4) the subdivision of land forming part of the Development Site;
- (5) the dedication of land forming part of the Development Site; and
- (6) the construction, development, sale and management of any part of the Development Site for any purpose.

Development Approval means the approval referred to in Notice of Determination of Development Application which is issued by Liverpool City Council in respect to either the Lot or the Development Site.

Development Site means the land comprised in Lot 220 in Deposited Plan 1226042 currently known as Lot 220 Fifth Avenue, Austral NSW 2179.

Draft Plan means any unregistered plan referred to in the description of the land on the front page of this Contract for the sale and purchase of land, any plan to be registered before that plan is registered and any document to be lodged with a plan.

Draft Sewer Diagram means the indicative sewer diagram attached at Annexure 4 described in Special Condition 40.7(2).

Guarantee means the guarantee and indemnity attached to this Contract for the sale and purchase of land at Annexure 3.

Guarantor means the person or persons (if any) listed in the Guarantee.

Indicative Plans means the plans referred to in Clause 40.7 and annexed at Annexure 4, which are subject to change.

Land/Lot means the lot in the Development being purchased by the Purchaser under this Contract for the sale and purchase of land, which lot constitutes the property as defined in clause 1 and is noted on the front page of this Contract for the sale and purchase of land.

Object means delay or attempt to delay completion, make or assert a Claim, rescind or terminate or attempt to rescind or terminate or withhold or require a retention of all or part of the price.

Plan means any registered version of the Draft Plan and any document registered with that plan.

Printed Form means the New South Wales printed form of Contract for the sale and purchase of land – 2019 edition that forms part of this Contract for the sale and purchase of land.

Reference Schedule means the schedule following these Special Conditions.

Registered Restrictions means the development restrictions registered or to be registered on title to the land.

Replies means the replies to requisitions in Annexure 10.

Requisitions means the Requisitions in Annexure 9.

Services includes sewage, water, drainage, electricity, gas, communications, or any other infrastructure.

Sunset Date means the date set out in the Reference Schedule.

Special Conditions means clauses 33 to 52 of this Contract for the sale and purchase of land.

Subdivision Works means any works required to be completed to satisfy conditions imposed by an Authority in relation to approval of the Draft Plan.

33.2 Additional interpretation

In this Contract for the sale and purchase of land the following rules of interpretation apply in addition to clause 20 of the Printed Form:

- (1) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention;
- (2) person indicates an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (3) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

- (4) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (5) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this Contract for the sale and purchase of land, and a reference to this Contract for the sale and purchase of land includes all schedules, exhibits, attachments and annexures to it;
- (6) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (7) includes in any form is not a word of limitation; and
- (8) a reference to \$ or dollar is to Australian currency.

34. Amendments to Printed Form

The Printed Form is amended as follows:

- (1) Clause 1 - replace the definition of '*adjustment date*' with '*the earlier of (i) the date settlement is effected and (ii) the Completion Date*'
- (2) Clause 1 - replace the definition of '*depositholder*' with '*vendor's solicitor*';
- (3) Clause 1 - replace the definition of '*party*' with '*each of the vendor, purchaser and guarantor (if applicable)*';
- (4) Clauses 2.6, 2.7 and 2.9 are deleted;
- (5) Clause 3 is deleted in its entirety;
- (6) Clause 5.2 is deleted in its entirety;
- (7) Clause 6.2 is deleted;
- (8) Clause 7 - '*before completion*' is deleted and replace with '*not less than 7 days before the Completion Date*';
- (9) Clause 7.1.1 is deleted;
- (10) In Clauses 7.1.3 and 8.1.3 delete '14' and replace with '7';
- (11) Clause 7.2.4 - '*and the costs of the Purchaser*' is deleted;
- (12) Clause 8.1.1 - '*on reasonable grounds*' is deleted;
- (13) Clause 8.1.2 - '*and those grounds*' is deleted;
- (14) Clause 8.2.1 - insert '*to the vendor, vendor's solicitor and/or vendor's agent*' after '*and any other money paid*';
- (15) Clause 8.2.2 is deleted;
- (16) Clause 9.1 - '*(to a maximum of 10% of the price)*' is deleted;
- (17) Clauses 10.1.8 and 10.1.9 - '*substance*' is deleted and replaced with '*existence*';
- (18) Clause 10 - the following additional clause is inserted:
'10.4 For the purposes of this Clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this Contract whether specified in the table on page 2 or not';
- (19) Clause 14.4.2 is deleted;
- (20) Clause 16.5 - delete the words '*, plus another 20% of that fee*';
- (21) Clause 16.7 - delete the words '*cash (up to \$2,000) or*';
- (22) Clause 16.12- delete '*NSW but the vendor must pay the purchaser's additional expenses, including any agency or mortgage fee*' and substitute '*the Sydney CBD*';
- (23) Clause 19.2.3 is deleted;
- (24) Clause 20.4 - add the words '*or guarantor*' after the word '*party*';
- (25) Clause 21.4 - in the second line '*the month*' is deleted and replaced with '*that month*'; and
- (26) Clauses 23 to 29 (inclusive) are deleted.

35. Priority of conditions

To the extent there is any inconsistency between any of the Special Conditions, and the Printed Form, the Special Conditions prevail over the Printed Form.

36. Purchaser's representations and warranties

36.1 Representations and Warranties

The purchaser represents and warrants that it:

- (1) has inspected the documents referred to in the Schedule of Attachments and based on these Vendor disclosure documents has agreed to enter into the Contract for the sale and purchase of land;
- (2) the residential address noted on the front page of the Contract for the sale and purchase of land is the primary address of the Purchaser and is correct as at the date hereof;
- (3) has the financial capacity to perform its obligations arising out of this Contract for the sale and purchase of land;
- (4) has full power and authority to enter into, implement and perform its obligations under this Contract for the sale and purchase of land;
- (5) has obtained all necessary consents to enter into, implement and perform its obligations under this Contract for the sale and purchase of land; and
- (6) is purchasing the property as principal or as trustee and not as an agent for a third party.

36.2 Purchaser as trustee

If the purchaser enters into this Contract for the sale and purchase of land as trustee, the purchaser:

- (1) is bound by this Contract for the sale and purchase of land both as trustee and in its personal capacity;
- (2) must take steps to ensure that assets of the trust are available to remedy or meet a Claim regarding any breach by the purchaser under this Contract for the sale and purchase of land;
- (3) must if the vendor demands it, assign to the vendor the purchaser's rights of indemnity as against the assets of the trust;
- (4) warrants that:
 - (a) it has the power and authority to enter into this Contract for the sale and purchase of land and bind the trust; and
 - (b) entry into this Contract for the sale and purchase of land is due administration of the trust; and
- (5) must provide a certified copy of the trust instrument to the vendor within 2 business days of request.

36.3 Capacity

Without affecting any other right of the Vendor, the Vendor may rescind this Contract for the sale and purchase of land by written notice to the purchaser's legal representative, and clause 19 shall apply if:

- (1) the Purchaser (if more than one, then either of them) being a natural person dies, becomes incapable because of unsoundness of mind to manage his or her own affairs, or is declared bankrupt or enters into any scheme with, or makes any assignment of his or her estate for the benefit of his or her creditors, or
- (2) the Purchaser is a company and (a) resolves to go into liquidation, (b) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation, (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act 2001 (Cth) or any similar legislation or (d) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

37. Entire agreement

37.1 No warranty, representation or reliance

The purchaser acknowledges and agrees that:

- (1) this Contract for the sale and purchase of land represent the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this Contract for the sale and purchase of land or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by one party to the other at the time of or prior to the execution of this Contract for the sale and purchase of land;
- (2) it has not been induced to enter into this Contract for the sale and purchase of land by any warranty or representation, verbal or otherwise, made by or on behalf of any other party which is not included in this Contract for the sale and purchase of land; and
- (3) despite the terms of this clause, if any warranty or representation has been made by the vendor or its agent, then the purchaser confirms, by execution of this Contract for the sale and purchase of land, that the purchaser has placed no reliance on such warranty or representation in executing this Contract for the sale and purchase of land.

37.2 No Claim by Purchaser

The purchaser must not Object in respect of the matters dealt with in this clause 37.

38. Director's or Trustee guarantees

38.1 Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must cause all of its directors to sign the Guarantee when signing this Contract for the sale and purchase of land.

38.2 Where the purchaser is a Trust or a Superannuation Fund, the purchaser must cause:

- (1) in the case of a Corporate Trustee all of the Corporate Trustee's directors; or
- (2) in the case of individual Trustee's, all of the individual Trustee's, to sign the Guarantee when signing this Contract for the sale and purchase of land.

39. Requisitions

39.1 The purchaser agrees that the only form of requisitions on title which the purchaser may make under clause 5 are the form which is attached to this Contract for the sale and purchase of land and that these are deemed served on the Contract for the sale and purchase of land date.

39.2 The purchaser is satisfied with the Replies to its Requisitions and is not entitled to make other requisitions or objections. However, the vendor may change the Replies prior to completion.

40. Registration of Draft Plan

40.1 Application of clause

This clause 40 applies where the land is a lot in an unregistered plan as at the Contract for the sale and purchase of land date.

40.2 Contract for the sale and purchase of land conditional on registration of Draft Plan

- (1) The Purchaser acknowledges that as at the Contract for the sale and purchase of land date, the Vendor may not have obtained approval from all relevant Authorities to the registration of the Draft Plan.
- (2) This Contract for the sale and purchase of land is subject to and conditional upon:
 - (a) the Vendor obtaining the Approvals on conditions satisfactory to the Vendor acting reasonably; and
 - (b) registration of the Draft Plan, on or before the Sunset Date.

- (3) If the Draft Plan is not registered by the Sunset Date (as may be extended under clause 40.4) and subject to the *Conveyancing Amendment (Sunset Clauses) Act 2015* either party may rescind by serving notice on the other party's solicitor, and clause 19 shall apply.

40.3 Development of Development Site

- (1) The Vendor undertakes at its cost to perform or cause to be performed the Subdivision Works.
- (2) The Vendor may carry out Subdivision Works on the property and surrounding land prior to completion.
- (3) The Purchaser must not Object in relation to any Subdivision Works.
- (4) The vendor may (but is not obliged) to carry out Development Activities in stages.
- (5) The vendor intends to carry out Development Activities on the Development Site which may result in noise and dust.
- (6) The timing for commencement and completion of each stage of the development of the Development Site is unknown at the date of this Contract for the sale and purchase of land but will be determined by the vendor in the vendor's absolute discretion. The vendor must complete the stage of development of which the Lot forms a part, prior to the Sunset Date and prior to the service of Notice for settlement.
- (7) Except as to the Lot, the number of lots and configuration of the Development Site may change from that shown on the Draft Plan at the date of this Contract for the sale and purchase of land.
- (8) To enable development of the Development Site to be carried out in stages, each stage of the Development and each subdivision or consolidation may require development approval by the relevant authority and changes to meet those requirements may be required to the Draft Plan.
- (9) The purchaser must before or after completion:
 - (a) ensure that any resale Contract for the sale and purchase of land for the property contains a clause in substantially similar form to this clause and disclosure the relevant non-merging terms of this Contract for the sale and purchase of land; and
 - (b) use its reasonable endeavours to ensure any enrolled mortgagee of the property complies with this clause.
- (10) This clause 40.3 will not merge on completion.

40.4 Extension of Sunset Date

- (1) The Vendor may extend the Sunset Date by each day that the vendor or its builders have been delayed by reason of:
 - (a) inclement weather or conditions resulting from inclement weather;
 - (b) any civil commotion, combination of strikes or lock-outs affecting the progress of the Subdivision Works;
 - (c) any delay in any approval required for development or registration of the Draft Plan by any government agency (including any variation, modification or amendment to any approval); or
 - (d) any matter outside the control of the Vendor.
- (2) On service of a copy of a notice on the Purchaser setting out the extension of the Sunset Date, the Sunset Date is automatically extended by the period specified in the notice. The Vendor's notice is conclusive evidence of the nature and extent of the delay, and the extension of time, and is final and binding on the parties. The Vendor may issue a notice extending the Sunset Date on more than one occasion, however the extended date must not exceed a period of 12 months after the initial Sunset Date set out in the Reference Schedule.

40.5 Alteration to property and encumbrances

- (1) The Vendor may alter the property, the Draft Plan, Lot Detail Plan and the proposed Sewer Mains Diagram in any way:
 - (a) required under an Approval or by an Authority to enable the Draft Plan to be registered; or
 - (b) considered appropriate by the Vendor,and the Purchaser must not Object in relation to the alterations, provided they do not result in a variation which is other than minor.
- (2) The Vendor may register any easement or other encumbrance over the land which:
 - (a) is required under an Approval or by an Authority including a Planning Agreement under s7.6 of the Environmental Planning & Assessment Act 1979; or
 - (b) are for inter-allotment drainage, easements to drain water, easements for services, easements for access, use, maintenance and construction of pipelines not disclosed in this Contract for the sale and purchase of land provided that any or all of such easements are located as near as possible to the boundaries of the Lot, and when practicable parallel to the nearest boundary of the Lot; or
 - (c) is shown on the Draft Plan or relates to matters disclosed in this Contract for the sale and purchase of land (including the Special Conditions); or
 - (d) is otherwise in relation to the development of the land or the Vendors surrounding land, provided they do not materially and adversely affect the value of the Land.
- (3) The vendor may serve notice if the vendor:
 - (a) makes or proposes to make an alteration to the property, Draft Plan or proposed Sewer Mains Diagram; or
 - (b) registers or proposes to register easements or other encumbrances over the land that materially and adversely affect the value of the Land.
- (4) If there is a variation which is not minor or if easements or other encumbrances are registered or proposed to be registered which materially and adversely affect the value of the Land, the Purchaser may rescind by serving a notice within 14 days after the day on which the Vendor serves notice of:
 - (a) the relevant or proposed alteration or registration under clause 40.5(3); or
 - (b) registration of the Plan,whichever is the earlier and clause 19 shall apply.
- (5) Time is of the essence under clause 40.5(4). If the Purchaser does not rescind under that clause it is regarded as consenting to the alteration or the proposed alteration (whether or not it is minor variation) or the easements or other encumbrances (whether or not they materially and adversely affect the value of the Land).
- (6) The purchaser's right to make any objection, requisition or Claim from the vendor, due to a change of the Draft Plan, Indicative Plans, the site conditions or to the final design ceases immediately on completion of this Contract for sale and purchase of land.
- (7) For the purposes of this clause 40.5, any alteration or change to the following are minor variations:
 - (a) in the dimensions or area of the land of:
 - a. For up to and including 399sqm blocks of land (as noted on the Draft Plan):
 - (i). 2.5% or less in the area of the land;
 - (ii). 2.5% or less in the linear dimensions of the land.
 - b. For 400sqm and greater blocks of land (as noted on the Draft Plan):
 - (i). 5% or less in the area of the land;
 - (ii). 5% or less in the linear dimensions of the land.

- (b) the number or numbering of lots;
- (c) the description and/or name of the street address;
- (d) the spatial position of the Lot within the Development Site;
- (e) the presence of trees, rock, swales, street trees, stormwater pits, manholes, vent, road signs, speed humps and/or electrical pillars (excluding electrical padmounts) or the like on or in the vicinity of the Lot;
- (f) underground or surface stormwater drain passes through or over the Lot;
- (g) the dimensions, position, contours, layout, zoning, usage or omission of any lot other than the property;
- (h) the creation, omission or alteration of retaining walls; or
- (i) any difference between the Draft Plan and the Plan or any difference between the Lot Detail Plan and the site conditions and the site conditions on practical completion of the civil works which do not materially and adversely affect the value of the Land.

Any other alteration may also be a minor variation.

- (8) The purchaser's right to make any objection, requisition or Claim from the vendor, due to a change from the Draft Plan and the Plan ceases immediately on Completion of this Contract for sale and purchase of land.

40.6 Services

The Vendor warrants that at completion all Services shall have been provided to the Lot. The Development Site will support communication and gas services however the relevant utility company will be responsible for the actual connections, the timing of which is beyond the control of the Vendor.

40.7 Indicative Plans

- (1) The parties acknowledge the Draft Lot Detail Plan, Draft Building Envelope Plan and proposed Sewer Mains Diagram annexed hereto at Annexure 4.
- (2) These Indicative Plans are draft only and the Purchaser must make its own enquiries and verify the final design. The Purchaser may not make any objection, requisition or claim for compensation, or delay completion because of the final design, provided that such change is in accordance with Special Condition 40.5.
- (3) The purchaser's right to make any objection, requisition or claim for compensation from the vendor, due to a change from the Lot Detail Plan and/or Building Envelope Plan annexed hereto and the final design ceases immediately on completion of this Contract for sale and purchase of land.
- (4) The proposed Sewer Mains Diagram shows the proposed location of sewer within the Development Site and is indicative only. The Purchaser must make its own enquiries and verify the final design and location of the mains and manholes (if any) and may not make any objection, requisition or Claim, or delay completion because of the final location of such mains and manholes (if any), provided that such change does not materially and adversely affect the value of the Land.
- (5) The purchaser's right to make any objection, requisition or Claim from the vendor due to the final location of sewer and water mains and manholes (if any) ceases immediately on completion of this Contract for sale and purchase of land.
- (6) The Vendor is under no obligation to construct the proposed retaining walls noted on the Lot Detail Plan, if any.
- (7) This clause shall not merge on completion.

40.8 Sewer Diagram

The Purchaser acknowledges that at the date of this Contract for the sale and purchase of land a Sewer Service Diagram is unavailable as the property relates to an unregistered plan of subdivision and the Purchaser shall not be entitled to make any objection, requisition or Claim, or delay completion due to the lack of a Sewer Service Diagram.

40.9 No Merger

This clause 40 does not merge on completion.

41. Completion

41.1 The Completion Date will be the later of:

- (1) the date which is 21 days after the Vendor serves notice of registration of the Plan by NSW Land Registry Services and provides a copy of the registered plan and section 88B instrument; and
- (2) the date 30 days from the Contract for the sale and purchase of land date.

41.2 Notice to complete

- (1) Despite any other provision in the contract, 14 days after the date a notice to complete is served is a reasonable time for completion under that notice. In addition to the default interest charged in accordance with clause 41.3, the purchaser also agrees to pay as an adjustment on settlement the sum of two hundred and seventy-five dollars (\$275) GST inclusive to cover the legal costs and other expenses incurred by the Vendor as a consequence of serving the Notice to Complete. The payment by the purchaser of such further consideration at the time of completion shall be an essential term of this contract.
- (2) The parties acknowledge and agree that this contract is to be settled on PEXA. In the event that a Notice to Complete has been served, the party who serves the Notice to Complete is 'ready, willing and able' to settle if thirty minutes prior to the time for settlement stated in the Notice to Complete, that party has signed (i) all documents which are in a 'prepared' status and (ii) the financial settlement schedule.

41.3 Default interest

- (1) If the Purchaser does not complete this purchase by the Completion Date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money:
 - (a) an amount calculated at the Default Rate on a daily basis on the balance of the price from the Completion Date until the date of actual completion;
 - (b) the sum of \$165 including GST for each cancellation and/or aborted attempt to settlement this matter, if the purchaser cancels the settlement or settlement does not take place as scheduled, after appropriate arrangements have been made and settlement figures have been issued to the Purchaser's Solicitor by the Vendor's Solicitor;
- (2) The Vendor is not obliged to complete this Contract for the sale and purchase of land unless the Purchaser pay the liquidated damages under clause 41.3(1) on completion.
- (3) The Vendors rights under this clause are without prejudice to the rights, powers and remedies otherwise available to the Vendor.

41.4. Transfer

The Purchaser acknowledges that sufficient information for the form of Transfer is disclosed in this Contract and the Purchaser does not require the Vendor to serve further information pursuant to clause 4.2. The Purchaser must ensure that the Transfer and Notice of Sale is in "prepared" status within the PEXA workspace at least five business days prior to the Completion Date.

42. Council Rates, Water Rates, Land Tax and Adjustments

If, at completion, a separate rate assessments for council rates, water rates or land tax have not been issued for the property by the appropriate Authority then:

- (1) the parties will adjust the rates, on the earlier of (i) the settlement date and (ii) the Completion Date as defined in this contract, notwithstanding any extensions agreed to or not agreed to by the Vendor, on a paid basis on an agreed value as set out in the Reference Schedule in accordance with clause 14;
- (2) the Vendor agrees to pay all rates which are assessed for Council (excluding garbage service charges) for the relevant quarter and all rates which are assessed for water and sewerage (excluding water usage charges) for the relevant rating period current, and which are due and outstanding as at completion. The Vendor will attend to payment of such assessment(s) within a reasonable time of issue to it of such assessment(s) bearing in mind the due date for payment or being served upon it by the Purchaser;
- (3) the Purchaser is responsible for payment of all rates assessed on the property for any rating periods commencing after those periods referred to in clause 42(2); and
- (4) there will be no subsequent re-adjustment of Council or Water Rates or Land Tax on the actual amount assessed or paid.

43. Dividing fences

43.1 The Vendor is not required to contribute to cost of building, repairing or replacing any dividing fence between the land and any other adjoining land and the Purchaser waives any right to claim contribution from the Vendor. The Purchaser must include a provision to this effect in any future contract for the sale of the Property. This is an essential clause and shall not merge on completion.

43.2 The Vendor will not be responsible for accuracy, preservation or replacement of survey marks or pegs on the property.

44. No assignment by Purchaser

The Purchaser's interest in this Contract for the sale and purchase of land is not assignable and the Purchaser may not nominate another party to purchase or take transfer of the property. This clause does not prevent the Purchaser serving on the Vendor a transfer under section 18(3) of the Duties Act 1997 or from on-selling the property to a third party where the Vendor has no obligations or liability to the on-sale purchaser.

45. GST

- (1) This Special Condition is to be read in conjunction with Clause 13 and interpreted in the same manner as described in Clause 13.1.
- (2) The supply of the property under this Contract for the sale and purchase of land is a taxable supply.
- (3) The Vendor warrants that it will apply the margin scheme to the supply of the property to the Purchaser.
- (4) The sale price shown in this Contract for the sale and purchase of land is inclusive of GST.
- (5) The Vendor will not provide the Purchaser with a Tax Invoice to the extent the margin scheme applies to a supply made under this Contract for the sale and purchase of land.

46. General

46.1 Governing law

The Contract for the sale and purchase of land is governed by and must be construed according to the law applying in New South Wales.

46.2 Jurisdiction

Each party irrevocably:

- (1) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Contract for the sale and purchase of land; and
- (2) waives an objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 46.2(1).

46.3 Severance

If at any time any provision of this Contract for the sale and purchase of land is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, in that jurisdiction that will not affect or impair:

- (1) the legality, validity or enforceability in that jurisdiction of any other provision of this Contract for the sale and purchase of land; or
- (2) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Contract for the sale and purchase of land.

46.4 Notices

Despite clause 20.6.5, a document is sufficiently served for the purpose of this Contract for the sale and purchase of land if the document is sent by email to any party whose email address appears in this Contract for the sale and purchase of land or as notified from one party to the other. If a document is served by email, then service is deemed to have been received by the recipient at the time the email is sent by the sender unless if the time of dispatch:

- a. is a bank or public holiday or a Saturday or Sunday in the place to which the document is sent; or
- b. is at or after 5.00 pm (local time in the place to which the document is sent) on a day that is not a bank or public holiday or a Saturday or Sunday, in which case the document is taken to be received at 9.00 am on the next date that is not a bank or public holiday or a Saturday or Sunday.

46.5 Waiver

- (1) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Contract for the sale and purchase of land by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Contract for the sale and purchase of land.
- (2) Any waiver or consent given by any party under this Contract for the sale and purchase of land will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (3) No waiver of a breach of any terms of this Contract for the sale and purchase of land will operate as a waiver of another breach of that term or of a breach of any other term of this Contract for the sale and purchase of land.

47. Foreign Investment Review Board (FIRB)

47.1 The Purchaser warrants:

- (1) that if the Purchaser is a natural person the Purchaser is ordinarily resident in Australia; and
- (2) that if the Purchaser is a natural person or a corporation that the Foreign Acquisitions and Takeovers Act 1975 (Cth) does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply, in accordance with the announcement of the Federal Treasurer on 29 September 1987.

47.2 The Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, fine, claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers as a result of a breach of the warranty contained in Special Condition 47.1. This warranty and indemnity shall not merge on completion.

48. National Broadband Network

48.1 The Vendor intends to arrangements with NBN Co Limited to ensure that the Development Site is “fibre ready” at completion for connection to the National Broadband Network, that is, that infrastructure will be in place to support telephone and high speed internet services over the NBN (once activated by a service provider).

48.2 The Purchaser may not make any objection, requisition or Claim, or delay completion, in respect to the location (whether on the property or elsewhere), size, proximity or appearance of any infrastructure put in place to support telephone and high speed internet services over the NBN.

48.3 The Purchaser may not make any objection, requisition or Claim, or delay completion, because of any matter referred to in this clause including in the event that NBN has not installed its fibre in the Vendor’s infrastructure.

49. Non Merger

A condition or provision of this Contract for the sale and purchase of land which is capable of having effect after completion does not merge on completion of this Contract for the sale and purchase of land and shall continue to have effect.

50. No caveat

- (1) The Purchaser must not at any time before registration of the Draft Plan register, lodge or permit to be lodged any caveat affecting either the land within in the proposed Development Site or the Lot.
- (2) The Purchaser must complete this Contract for the sale and purchase of land even if a caveat has been lodged over the Lot by any person claiming through or under the Purchaser.

51. Disclosure Statement – Off the Plan Contracts

The Purchaser acknowledges receipt of the Disclosure Statement at Attachment 2 and note that this Disclosure Statement is provided in accordance with section 66ZM of the *Conveyancing Act 1919*. In addition to the “attachments” referred to in the Disclosure Statement, the purchaser is also referred to the Schedule of Attachments.

52. Developer Provision

52.1 Except in relation to the obligations retained by the Vendor under Special Condition 52.2(3), the Developer agrees to perform all of the obligations of the Vendor under this Contract or it will procure, as necessary, the performance by the Vendor or any obligation which is not within the Developer's direct control. For ease of reading this contract, all references to "vendor" in this contract (except those references to "Vendor" in Special Conditions 52 and 52) can be read as a reference to "Developer".

52.2 The Purchaser acknowledges that notwithstanding any other provision of this contract:

- (1) the Vendor has not made, and no person on behalf of the Vendor has made, any representation or warranty (except as to the Vendor's title to the property and legal capacity to sign and deliver to the Purchaser in accordance with the terms of this contract, documents necessary to transfer title to the Purchaser) to the Purchaser as to the subject matter of this contract or any other matter in connection with the sale of the property;
- (2) the Vendor has entered into this contract at the direction of the Developer;
- (3) the Vendor has no obligations under this contract except to execute and deliver to the Purchaser the documents necessary to transfer title to the Purchaser when required in accordance with the terms of this contract and to procure the removal, withdrawal or discharge of:
 - (a) any mortgage, charge or other security interest affecting the property, other than those in favour of the Developer or the Developer's financier (to which Special Condition 52.1 will apply); and
 - (b) any caveat lodged by or on behalf of any persons claiming an interest in the property through the Vendor, other than a caveat lodged for or on behalf of the Developer (to which Special Condition 52.1 will apply);
- (4) the contract contains the whole agreement between the Vendor and the Purchaser in connection with the purchase of the property and any other thing in relation to the property;
- (5) the Vendor is not responsible for the construction or condition of any structures or services on the property and is released from all obligations and liabilities in connection with the construction or condition of any such structure or service;
- (6) the purchase price and any adjusted amounts payable to the Vendor under this contract must be paid as directed by the Developer; and
- (7) the Developer is entitled to exercise the Vendor's rights and obligations under this contract.

52.3 The Purchaser must not make any requisition or claim, delay completion or rescind or terminate because of:

- (1) anything disclosed in this Special Condition 52; and
- (2) any action taken by the Vendor or the Developer under this Special Condition 52 or otherwise regarding the relationship between the Vendor and the Developer.

SCHEDULE OF ATTACHMENTS

Annexures:

1. Reference Schedule
2. Disclosure Statement – Off the Plan Contracts (s66ZM of the *Conveyancing Act 1919*)
3. Deed of Guarantee and Indemnity
4. Draft Documents:
 - a. Draft Plan
 - b. Draft s88B Instrument
 - c. Proposed Sewer Mains Diagram
 - d. Draft Lot Detail Plan
 - e. Draft Building Envelope Plan
5. Title documents and dealings
6. Section 10.7(2) Planning Certificate
7. Sewer Service Diagram
8. Government Authority Enquiries
 - a. Land Tax Certificate under s47 of the *Land Tax Management Act 1956*
9. Authorised Requisitions on Title
10. Replies to Requisitions on Title

1. Reference Schedule

Sunset Date	31 December 2020
Water rates adjustment	\$250 per quarter
Council rates adjustment	\$400 per quarter
Land tax adjustment	\$1,500 per annum

2. Disclosure Statement – Off the Plan Contracts (s66ZM *Conveyancing Act 1919*)

Disclosure Statement – Off the Plan Contracts

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

VENDOR	RC Resi No 9 Pty Limited as trustee for RC Resi No 9 Trust
PROPERTY	Aspect Stage 2B, Lot 220 Fifth Avenue, Austral NSW 2179

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

DETAILS					
Completion	21 days after registration	Refer to clause(s):	Clause 41.1		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Clause 40.4
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Penalty interest at a rate of 12% p.a – Clause 33.1 definition of Default Rate and Clause 41.3 Notice to complete fee \$275 – Clause 41.2		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 978/2016		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Liverpool City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	If the sunset date is not met, the vendor has the option to rescind the contract subject to to the provisions of the Conveyancing Amendment (Sunset Clauses) Act 2015 being met – Clause 40.2(3)		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

3. Deed of Guarantee and Indemnity

Deed of Guarantee and Indemnity

TO: RC Resi No 9 Pty Limited ACN 609 906 514 ATF RC Resi No 9 Trust (Vendor) and Fort Meyers Pty Limited ACN 616 439 260 ATF Fort Meyers Trust ABN 86 645 364 293 (Developer)

I/We, _____

of _____ (**Guarantor**)

hereby request that you accept the offer of the purchaser and enter into a binding agreement with

_____ (**Purchaser**)

upon the terms of the Contract to which this guarantee and indemnity is annexed.

1. Definitions and Interpretation

(1) In this deed of guarantee and indemnity:

Contract means the contract for sale of the property to which this guarantee and indemnity is annexed between the Vendor, Developer and the Purchaser dated on or about the date of this guarantee and indemnity.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guaranteed Obligations means all express or implied obligations of the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it.

(2) Definitions and rules of interpretation that apply in the Contract also apply in this guarantee and indemnity unless the context requires otherwise.

(3) References to Vendor include a reference to the Developer.

2. Provision of guarantee

(1) The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract.

(2) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including the agreement of the Vendor to enter into the Contract.

3. Guarantee unconditional

The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees to the due and punctual performance of the Guaranteed Obligations.

4. Guaranteed money

If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of the Contract or any other document under which they are to be paid, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

5. Guaranteed obligations

If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the Contract or any other document under which they are to be performed, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

6. Indemnity

As a separate undertaking, the Guarantor is liable for and indemnifies the Vendor on demand against:

- (1) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor or from the Purchaser because of any circumstance whatsoever, and
 - (2) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guarantee Obligations not being duly and punctually performed because of any circumstance whatsoever.
-

7. Continuing obligation

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person claiming from the Guarantor under this guarantee and indemnity.

8. Liability

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (1) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
 - (2) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - (3) any variation or novation of a right of the Vendor, or alteration of the Contract or a document, in respect of the Purchaser.
-

9. No claims by Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the vendor:

- (1) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Purchaser, the property or any other property of the Purchaser; or
 - (2) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.
-

10. Representations and warranties

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

11. General

11.1 Costs

The Guarantor agrees to pay or reimburse the Vendor on demand for the Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis. Money paid to the Vendor by the Guarantor must be applied first against payment of costs under this clause, then against other obligations under this guarantee and indemnity.

11.2 Vendor may assign

The Vendor may assign or otherwise deal with its rights under this guarantee and indemnity.

11.3 Joint and several

Each covenant, acknowledgment or provision expressed or implied in this guarantee and indemnity by which more than one person covenant, acknowledge, agree or undertake bind those persons jointly and each of them severally and every covenant, acknowledgement, agreement or provision expressed or implied in this guarantee and indemnity which applies to more than one person apply to those persons jointly and each of them severally.

Executed as a deed poll this day of 2020.

Signed, sealed and delivered by the **Guarantor**
in the presence of:

Signature of witness

Signature of Guarantor

Name of witness in full

Name of Guarantor in full

Signed, sealed and delivered by the **Guarantor**
in the presence of:

Signature of witness

Signature of Guarantor

Name of witness in full

Name of Guarantor in full

Signed, sealed and delivered by the **Guarantor**
in the presence of:

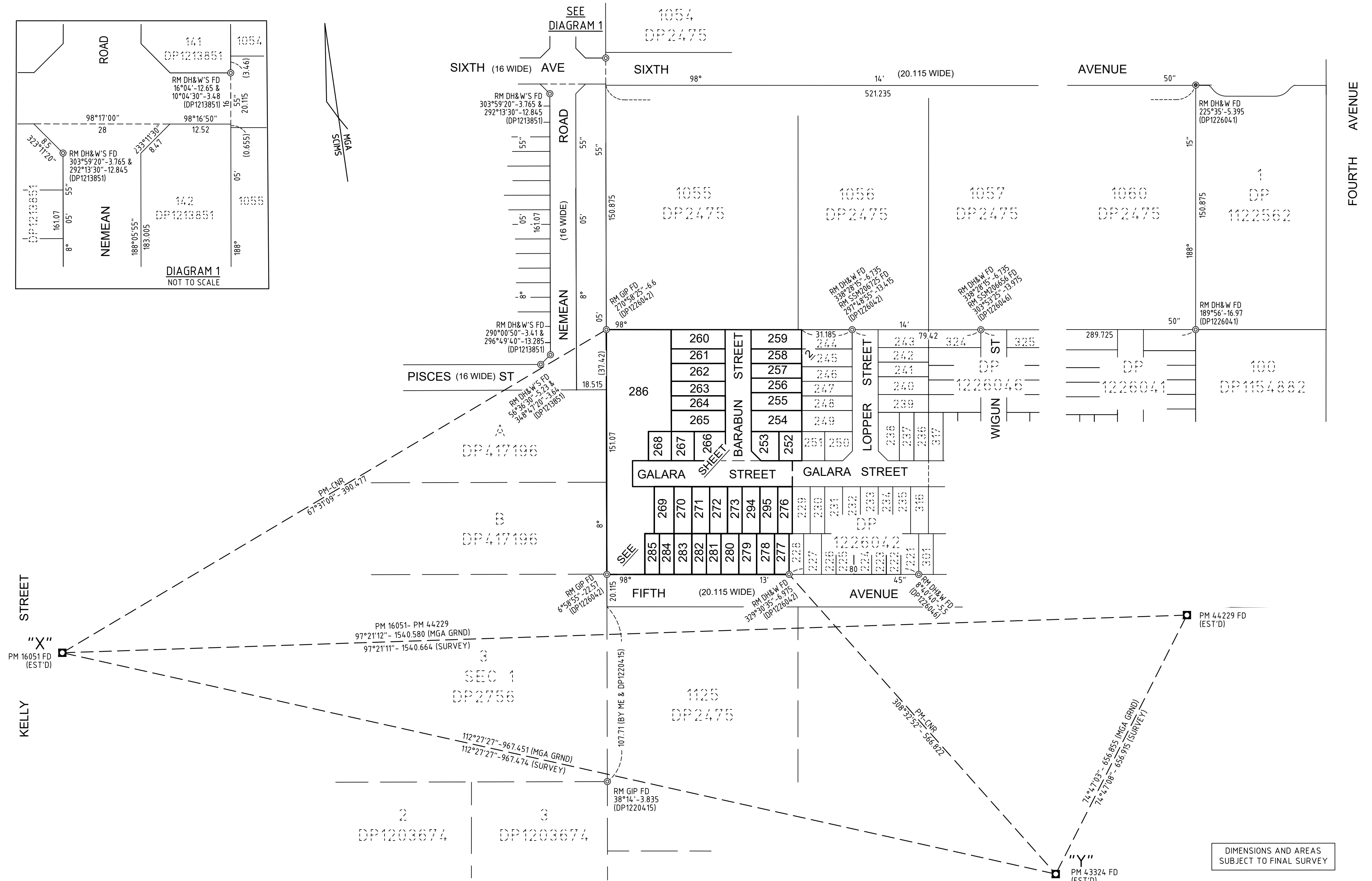
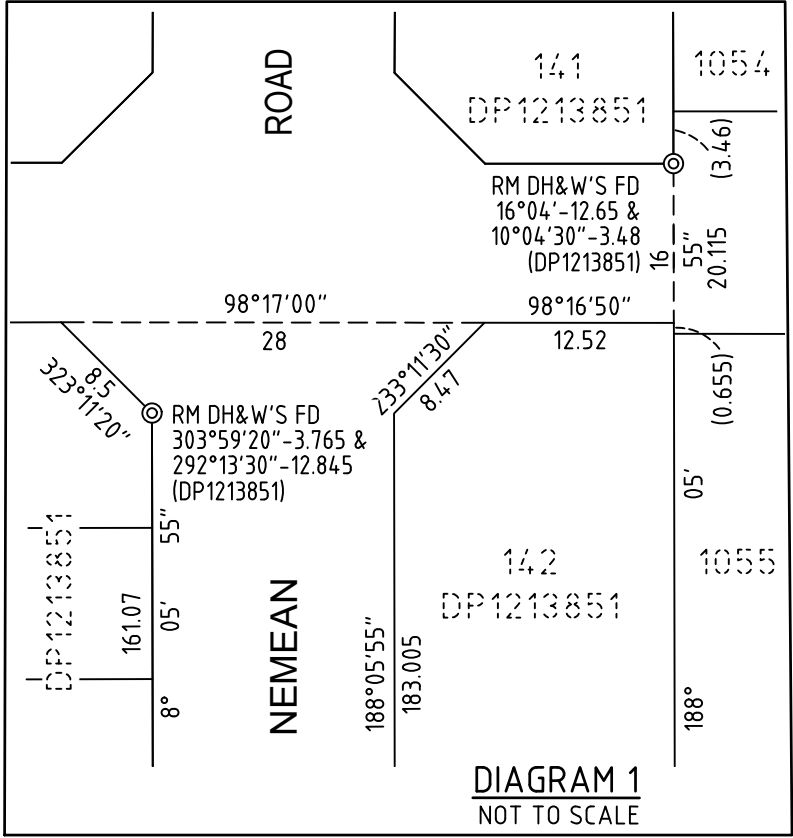
Signature of witness

Signature of Guarantor

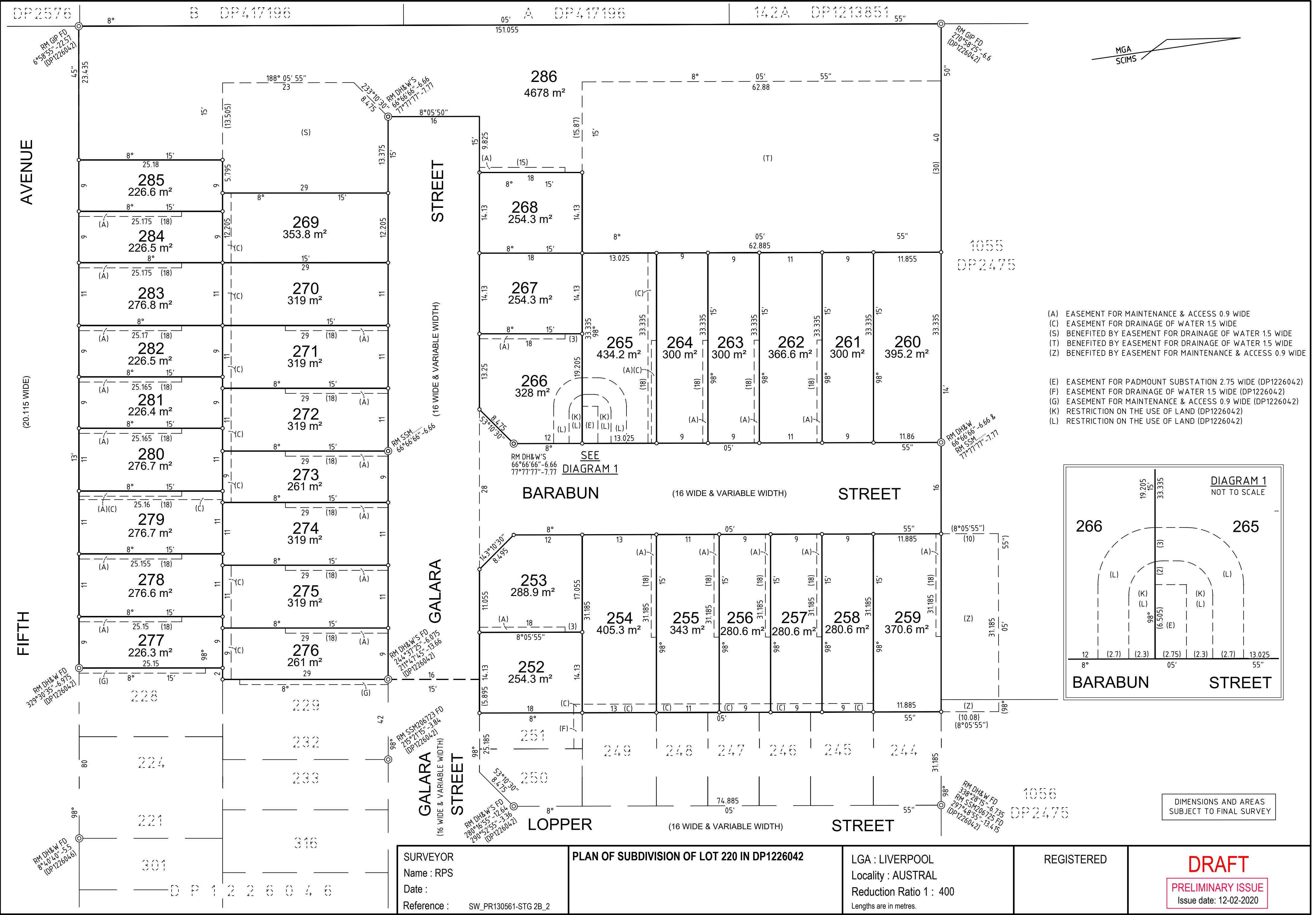
Name of witness in full

Name of Guarantor in full

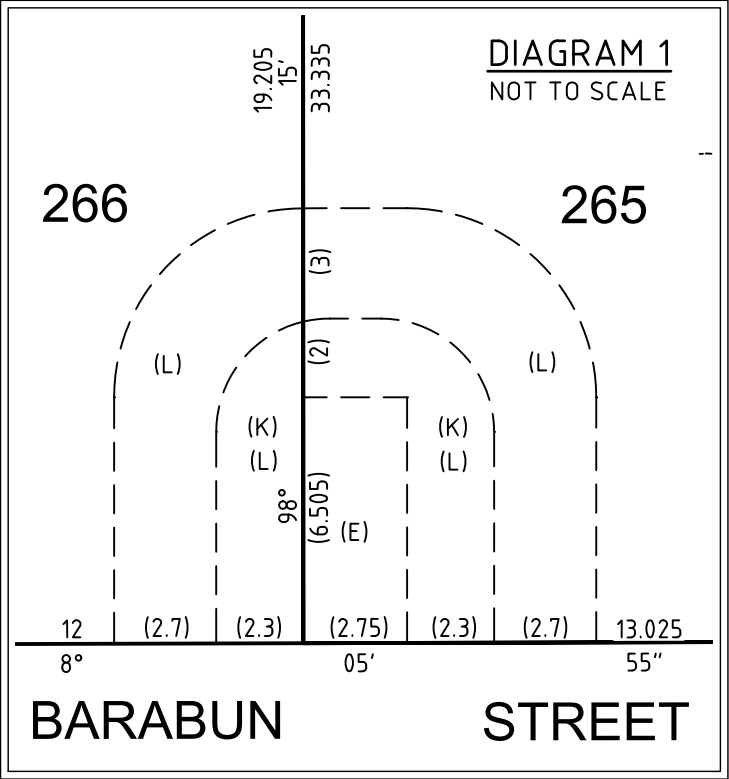
- 4. Draft Documents**
 - a. Draft Plan**
 - b. Draft s88B Instrument**
 - c. Proposed Sewer Mains Diagram**
 - d. Draft Lot Detail Plan**
 - e. Draft Building Envelope Plan**



<p>SURVEYOR Name : RPS Date : Reference : SW_PR130561-STG 2B_2</p>	<p>PLAN OF SUBDIVISION OF LOT 220 IN DP1226042</p>	<p>LGA : LIVERPOOL Locality : AUSTRAL Reduction Ratio 1 : 1500 Lengths are in metres.</p>	<p>REGISTERED</p>	<p>DRAFT PRELIMINARY ISSUE Issue date: 12-02-2020</p>
--------------------------------------------------------------------------------	----------------------------------------------------	-------------------------------------------------------------------------------------------------------	-------------------	---------------------------------------------------------------



- (A) EASEMENT FOR MAINTENANCE & ACCESS 0.9 WIDE
- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (S) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (T) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (Z) BENEFITED BY EASEMENT FOR MAINTENANCE & ACCESS 0.9 WIDE
- (E) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1226042)
- (F) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1226042)
- (G) EASEMENT FOR MAINTENANCE & ACCESS 0.9 WIDE (DP1226042)
- (K) RESTRICTION ON THE USE OF LAND (DP1226042)
- (L) RESTRICTION ON THE USE OF LAND (DP1226042)



DIMENSIONS AND AREAS
SUBJECT TO FINAL SURVEY

<p>SURVEYOR Name : RPS Date : Reference : SW_PR130561-STG 2B_2</p>	<p>PLAN OF SUBDIVISION OF LOT 220 IN DP1226042</p>	<p>LGA : LIVERPOOL Locality : AUSTRAL Reduction Ratio 1 : 400 Lengths are in metres.</p>	<p>REGISTERED</p>	<p>DRAFT PRELIMINARY ISSUE Issue date: 12-02-2020</p>
--------------------------------------------------------------------------------	----------------------------------------------------	------------------------------------------------------------------------------------------------------	-------------------	-----------------------------------------------------------------------------

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

(Sheet 1 of 7 sheets)

Plan:

Plan of Subdivision of Lot 220 in DP1226042
Covered by Subdivision Certificate
No of

Full name and address of the owner of the land:

RC Resi No 9 Pty Limited
ACN 609 906 514
Building F, Level 2, Suite 1,
1 Homebush Bay Drive, RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide (C)	252 254 255 256 257 258 265 269 270 271 272 273 275 276 279	254 - 259 inclusive 255 - 259 inclusive 256 - 259 inclusive 257 - 259 inclusive 258, 259 259 Part Lot 286 Denoted 'T' Part Lot 286 Denoted 'S' 269, Part Lot 286 Denoted 'S' 269, 270, Part Lot 286 Denoted 'S' 269, 270, 271, Part Lot 286 Denoted 'S' 269 - 272 inclusive, Part Lot 286 Denoted 'S' 274 274, 275 269 - 273 inclusive, Part Lot 286 Denoted 'S'
2	Easement for Maintenance & Access 0.9 Wide (A)	253 254 255 256 257 259 262 263 264 265 266	252 255 256 257 258 Part Lot 1055 & Part Lot 1056 in DP2475 Designated 'Z' 261 262 263 264 267

Approved by Liverpool City Council _____
Authorised Officer

Plan:

Plan of Subdivision of Lot 220 in DP1226042
 Covered by Subdivision Certificate
 No _____ of _____

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Easement for Maintenance & Access 0.9 Wide (A) cont.	271 272 273 274 275 276 277 278 279 280 281 282 283 284 286	270 271 272 273 274 275 278 279 280 281 282 283 284 285 268
3	Restriction on the Use of Land	Lots 252 - 285 inclusive	Liverpool City Council
4	Restriction on the Use of Land	252, 253 256 - 258 inclusive 266 - 268 inclusive 273 276 - 285 inclusive	Liverpool City Council
5	Restriction on the Use of Land	Lots 252 - 285 inclusive	Liverpool City Council

Approved by Liverpool City Council _____
 Authorised Officer

Plan:

Plan of Subdivision of Lot 220 in DP1226042
 Covered by Subdivision Certificate
 No _____ of _____

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Underground Cables 1.2 Wide & 1.5 Wide (DP1226042)	220/1226042	Epsilon Distribution Ministerial Holding Corporation

Part 2 (Terms)

1. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Liverpool City Council

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

2.1 The owner of the lot benefited may:

- (i) at the expiration of at least one week's notice served on the owner or occupier of a lot burdened, use the lot burdened for the purpose of carrying out necessary work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out, and
- (ii) do anything reasonably necessary for that purpose, including:
 - (a) entering the lot burdened, and
 - (b) taking anything on the lot burdened

2.2 In exercising those powers, the owner of the lot benefited must:

- (i) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and
- (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (iv) restore the lot burdened as nearly as is practicable to its former condition, and
- (v) make good any collateral damage.

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

Liverpool City Council

Approved by Liverpool City Council _____

Authorised Officer

Plan:

Plan of Subdivision of Lot 220 in DP1226042
Covered by Subdivision Certificate
No _____ of _____

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

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Liverpool City Council

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

No building is to be constructed on the subject lot burdened unless it is sited and constructed in accordance with the approved plans and determination by Liverpool City Council DA-978/2016 (as amended).

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

Liverpool City Council

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

No building shall be erected on the lot hereby burdened unless such building is designed and constructed to withstand the effects of the moderate and mildly aggressive saline soils that have been identified on the lot in accordance with the report from Geotech Testing Pty Ltd dated XXXXXXXX 2020 reference XXXXXXXXX.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Liverpool City Council

Approved by Liverpool City Council _____

Authorised Officer

Plan:

Plan of Subdivision of Lot 220 in DP1226042
Covered by Subdivision Certificate
No _____ of _____

SIGNATURES

Approved by Liverpool City Council
by its authorised delegate pursuant to s377 Local Government Act 1993

Signature of Authorised Officer

Name of Authorised Officer

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

Signature of Witness

Name of Witness

Address of Witness

Approved by Liverpool City Council _____
Authorised Officer

Plan:

Plan of Subdivision of Lot 220 in DP1226042
Covered by Subdivision Certificate
No _____ of _____

SIGNATURES

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

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

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:
Simon Lawton
Manager Property & Fleet

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

Power of attorney:
Book _____ No _____

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

Endeavour Energy reference:

Date of signature:

Plan:

Plan of Subdivision of Lot 220 in DP1226042
Covered by Subdivision Certificate
No _____ of _____

Executed by **RC Resi No 9 Pty Limited ACN 609 906 514** under section 127 of the Corporations Act 2001 by its duly authorised officers

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

Signed on behalf of **Rawson Group Pty Limited ACN 000 382 329** by its attorney under power of attorney in the presence of:

Witness

Attorney

Witness Name

Print Name

Building F, Level 2, 1 Homebush Bay Drive, Rhodes
Witness Address

Attorney

Print Name

Signed on behalf of **Fort Meyers Pty Ltd ACN 616 439 260** by its attorney under power of attorney in the presence of:

Witness

Attorney

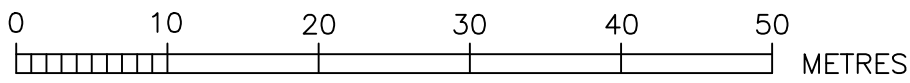
Witness Name

Print Name

Building F, Level 2, 1 Homebush Bay Drive, Rhodes
Witness Address

Attorney

Print Name



WATER SERVING COORDINATOR: ROSE ATKINS RIMMER (INFRASTRUCTURE) Pty. Ltd.
142 SUNNYHOLT ROAD BLACKTOWN NSW 2148
Ph: (02) 9853 0200

DESIGN: ROSE ATKINS RIMMER (INFRASTRUCTURE) Pty. Ltd.
142 SUNNYHOLT ROAD BLACKTOWN NSW 2148
Ph: (02) 9853 0200

SURVEY: RPS AUSTRALIA Pty. Ltd.
PO BOX 6843, BAULKHAM HILLS, 2153
Ph: (02) 8884 6900

FOR: FORT MEYERS TRUST C/- RPS AUSTRALIA EAST Pty. Ltd.
PO BOX 6843, BAULKHAM HILLS, 2153
Ph: (02) 8884 6900

2. ALL WORKS & MATERIALS ARE TO BE IN ACCORDANCE WITH THE WATER SUPPLY CODE OF AUSTRALIA WSA 03-2011-3.1 (SYDNEY WATER EDITION – 2014).

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

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

5. MAIN TO BE LAID GENERALLY 2.6m P.L. AT STANDARD DEPTH BELOW TOP OF KERB EXCEPT WHERE OTHERWISE SHOWN.

6. MAINLAYING NOT TO PROCEED PRIOR TO FORMATION OF FOOTWAYS TO FINISHED SURFACE LEVELS.

7. i) TAPERS TO BE ANCHORED IN ACCORDANCE WITH DTC-1112 (Issue B – 29/2/12).
ii) TEES TO BE ANCHORED IN ACCORDANCE WITH DTC-1113 (Issue B – 29/2/12).
iii) HYDRANT BENDS TO BE ANCHORED IN ACCORDANCE WITH DTC-1114 (Issue A – 31/1/12).
iv) VERTICAL BENDS TO BE ANCHORED IN ACCORDANCE WITH DTC-1114 (Issue A – 31/1/12).
v) SOCKETED VALVES >DN250 TO BE ANCHORED IN ACCORDANCE WITH DTC-1115 (Issue B – 29/2/12).

8. ROAD CROSSINGS & MAINS IN CARRIAGEWAYS TO HAVE STABILISED SAND (20:1 MIX) TRENCH BACKFILL TO SUB-GRADE LEVEL ONLY.

9. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL W.A.C. DETAILS HAVE BEEN OBTAINED BY THE DESIGNER & APPROVAL FOR BACKFILLING GIVEN BY THE W.S.C.

10. * DENOTES HOUSE SERVICE CONNECTION TO BE INSERTED IN EXISTING MAIN IN ACCORDANCE WITH WAT-1106-V & WAT-1108-V.

11. AREA COVERED BY TREE PRESERVATION ORDER.

12. ALL PROPERTY (MAIN TO METER) SERVICES MUST BE CONSTRUCTED TO SYDNEY WATER'S INSTALLATION REQUIREMENTS BY A LICENSED PLUMBER. THE WORKS MUST BE INSTALLED IN ACCORDANCE WITH THE CURRENT SYDNEY WATER PROPERTY (MAIN TO METER) SERVICE INSTALLATIONS TECHNICAL REQUIREMENTS, NSW CODE OF PRACTICE FOR PLUMBING & DRAINAGE AND AS/NZS3500.


13. THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE WATER SUPPLY CODE OF AUSTRALIA ARE:

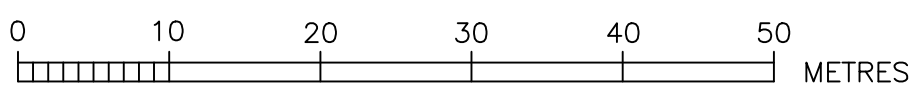
TRAFFICABLE:
PIPE EMBEDMENT ZONE: NIL TESTS TRENCH FILL ZONE: NIL TESTS ** REFER NOTE 8 **

NON-TRAFFICABLE:
PIPE EMBEDMENT ZONE: NIL TESTS TRENCH FILL ZONE: 5 TESTS

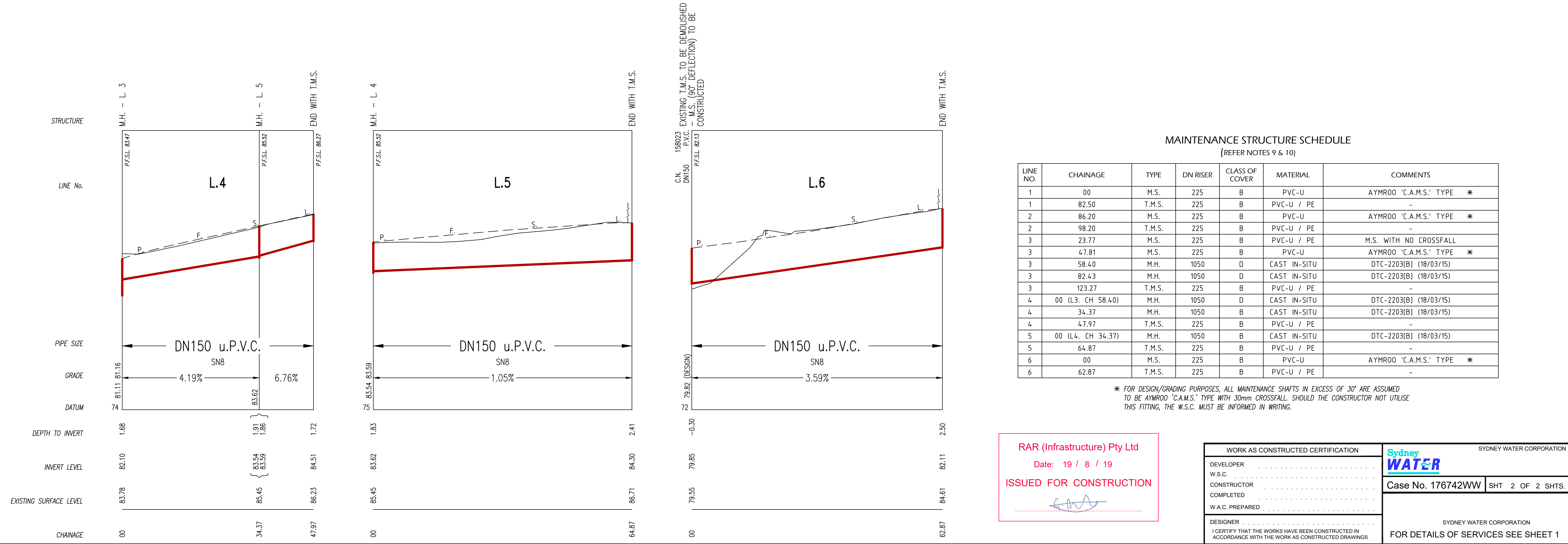
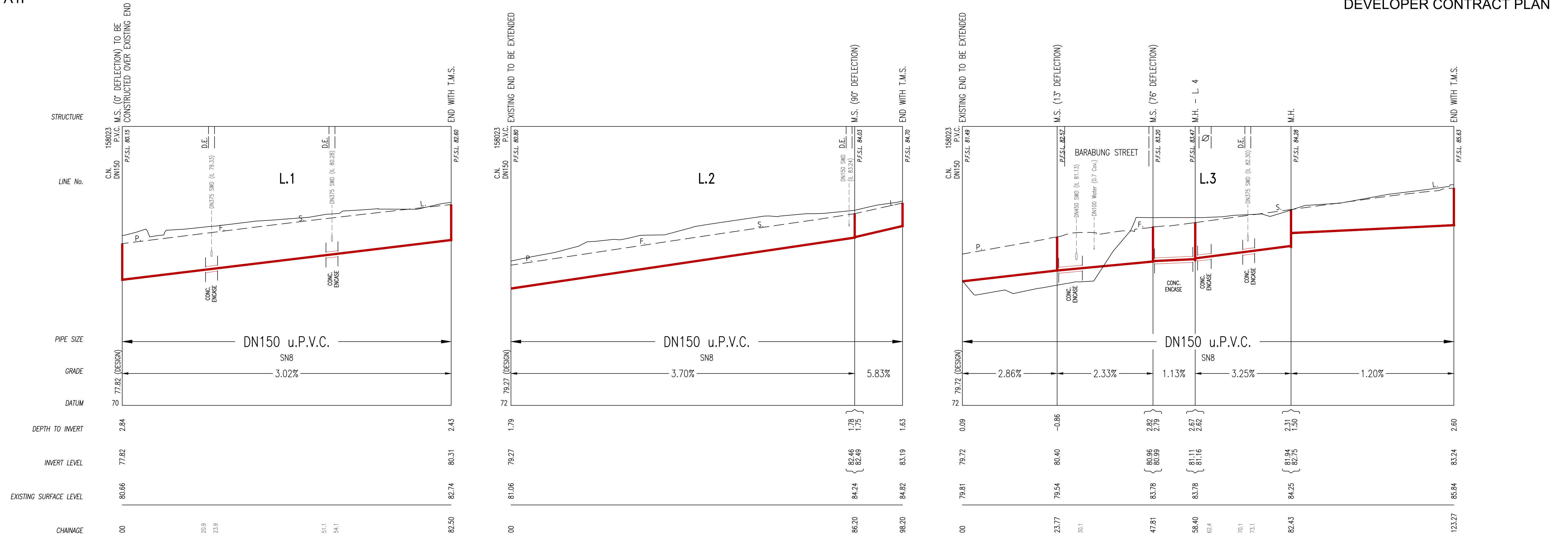
14. DISCONNECT APPROX. 10m OF DN100 D.I.C.L. MAIN – ('A'-'B') 2017. RECOVER SURFACE FITTINGS & TRANSFER SERVICES (WHERE REQUIRED). DISUSED D.I.C.L. MAIN TO BE REMOVED FROM SITE

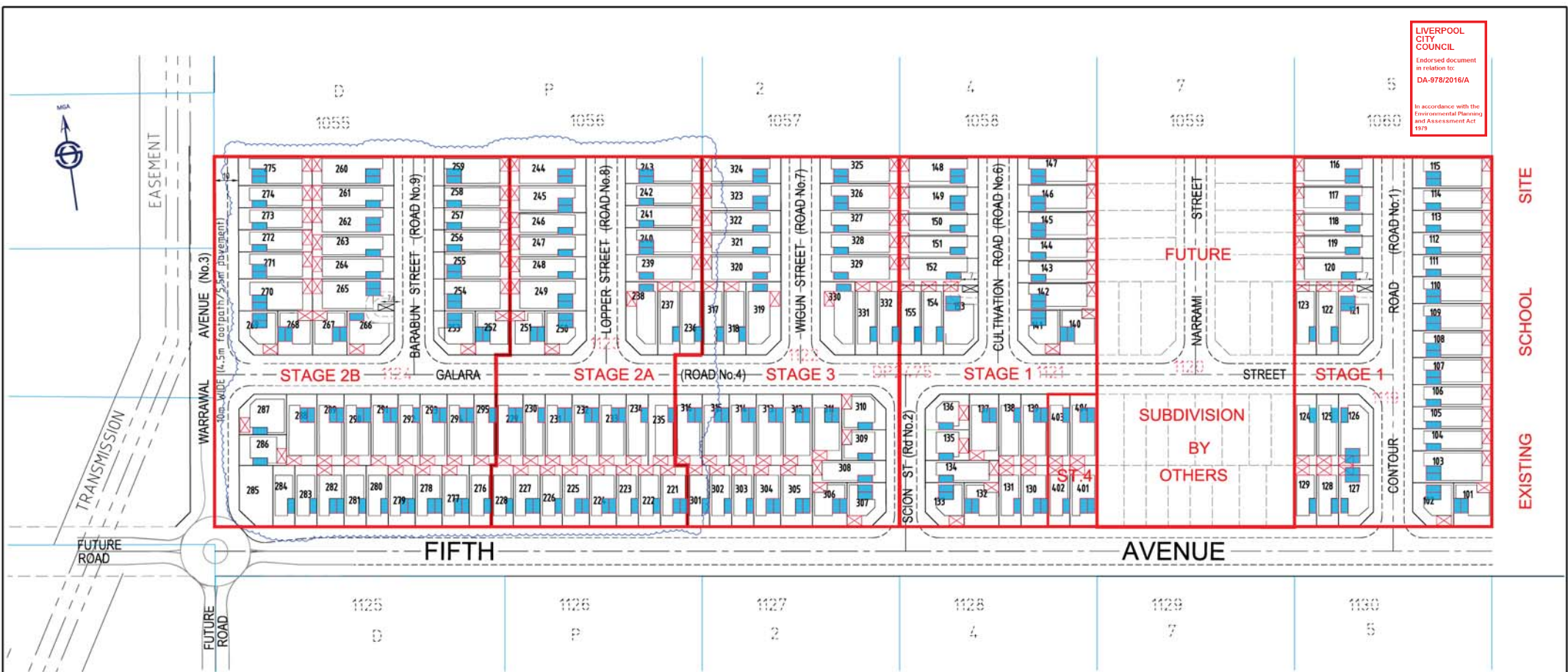
Ø ESMT. FOR ELECT. PURPOSES 2.75 W

	SYDNEY WATER CORPORATION
Case No. 176742PW	
POTABLE WATER MAIN EXTENSION FIFTH AVENUE AUSTRAL	
LIVERPOOL	



- | | |
|---------------------------------------------------------------------------------------|--------------------------|
|  | SYDNEY WATER CORPORATION |
| Case No. 176742WW | |
| LIVERPOOL SEWERAGE
DRAINS TO
LIVERPOOL WRP | |
| LIVERPOOL | |

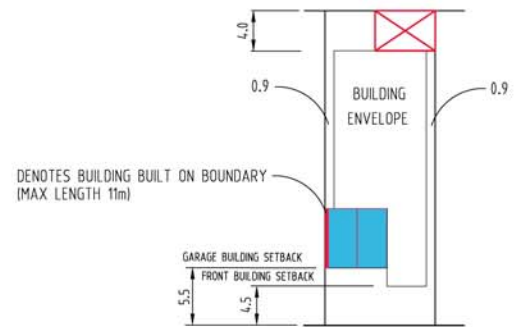




SITE
SCHOOL
EXISTING

NOTES

PROPOSED DEVELOPMENT IS SUBJECT TO COUNCIL APPROVAL
LOCATION OF TREES ARE INDICATIVE ONLY



TYPICAL BUILDING ENVELOPE

LEGEND

- PREFERRED LOCATION OF A DOUBLE GARAGE
- PREFERRED LOCATION OF A SINGLE GARAGE
- PREFERRED LOCATION OF PRIVATE OPEN SPACE (6m x4m)
- ELECTRICAL SUBSTATION

REDUCTION RATIO			
PLAN: 1:1000	PLAN: 1:1000	CROSS-SECTION: H	CROSS-SECTION: H
LONG-SECTION: H	LONG-SECTION: H	V	V
DATUM	DESIGN	CHECKED: TA	SCHEDULE OF COMPUTER FILES
DATE: 12-9-2016	DRAWN: LS	DATE OF SURVEY: N/A	LMKFILE: 0000
			CADBASE: PR130561-DA-REV.3
			DWGFILE: LAYOUT



RPS Australia Pty Ltd
ABN 14 002 076 102
28/11 Leppington NSW
PO Box 841
Leppington NSW 2153
T: +61 2 9594 4900
F: +61 2 9594 4905
www.rpsgroup.com.au

FOR:
 RAWSON COMMUNITIES P/L
1 Homebush Bar Drive, Building F, Level 2, Suite 1
Rhodes NSW 2138

LIVERPOOL CITY COUNCIL
FIFTH AVE - NORTH LEPPINGTON
PROPOSED RESIDENTIAL SUBDIVISION
PUBLIC DOMAIN PLAN

1. STAGE 2 DIVIDED INTO STAGES 2A & 2B	15-9-2018
2. ROAD NAMES ADDED	28-8-2018
3. BUILDING ENVELOPES PUBLIC DOMAIN PLAN REVISED	15-5-2018
4. LOT AREAS & DISTANCES BUILDING ENVELOPES REVISED	16-4-2017
5. LOTS 218, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	15-9-2018
AMENDMENTS	
REF. No.	PR130561-Rev.J
SHEET 8 OF 8 SHEETS	

5. Title documents and dealings



FOLIO: 220/1226042

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/1/2020	3:22 PM	1	8/11/2019

LAND

LOT 220 IN DEPOSITED PLAN 1226042
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1226042

FIRST SCHEDULE

RC RESI NO 9 PTY LTD

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN419867 MORTGAGE TO RAWSON GROUP PTY LIMITED
- 3 AN926621 MORTGAGE TO FORT MEYERS PTY LIMITED
- 4 DP1226042 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED (S) AND
(R) IN THE TITLE DIAGRAM
- 5 DP1226042 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED (P) AND
(Q) IN THE TITLE DIAGRAM
- 6 DP1226042 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 DP1226042 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1226042 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1226042 EASEMENT FOR UNDERGROUND CABLES 1.2 AND 1.5 METRE(S)
WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: PP DP1253518.

*** END OF SEARCH ***

Aspect

PRINTED ON 6/1/2020

PLAN FORM 2 (A2)

DP1226042

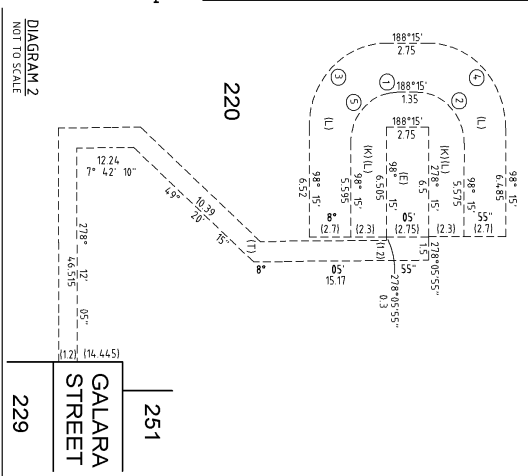
WARNING: Creating or folding may lead to rejection

LXML

1 of 2 Sheets

SCHEDULE OF EASEMENT CURVES

NUMBER	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
1	188° 30' 15"	0.705	0.705	3
2	233° 15'	4.245	4.21	5
3	323° 15'	7.07	7.855	3
4	188° 30' 15"	3.775	4.803	3



HEIGHT DIFFERENCE SCHEDULE

FROM	TO	BY SURVEY	BY SCMS	METHOD
PM4324	SM206723	+ 6.719		
SM206723	SM206725	+ 2.648		
SM206725	SM206656	- 2.657		
SM206656	PM4324	- 6.71		

HEIGHT DATUM: AHD71

PERMANENT MARK CONNECTIONS

FROM	TO	MGA	MGA GROUND	SURVEY	SURVEY
PM4324	PM4651	292° 27' 27"	96.1451	ADJUTANT	DISJUNCT
PM4651	SM206723	292° 27' 27"	96.1451	ADJUTANT	DISJUNCT
SM206723	SM206725	115° 08' 13"	86.08137	ADJUTANT	DISJUNCT
SM206725	SM206656	99° 22' 11"	79.389	ADJUTANT	DISJUNCT
SM206656	PM44229	108° 14' 41"	975.926	ADJUTANT	DISJUNCT
PM44229	PM4324	254° 4' 10.31"	656.855	ADJUTANT	DISJUNCT

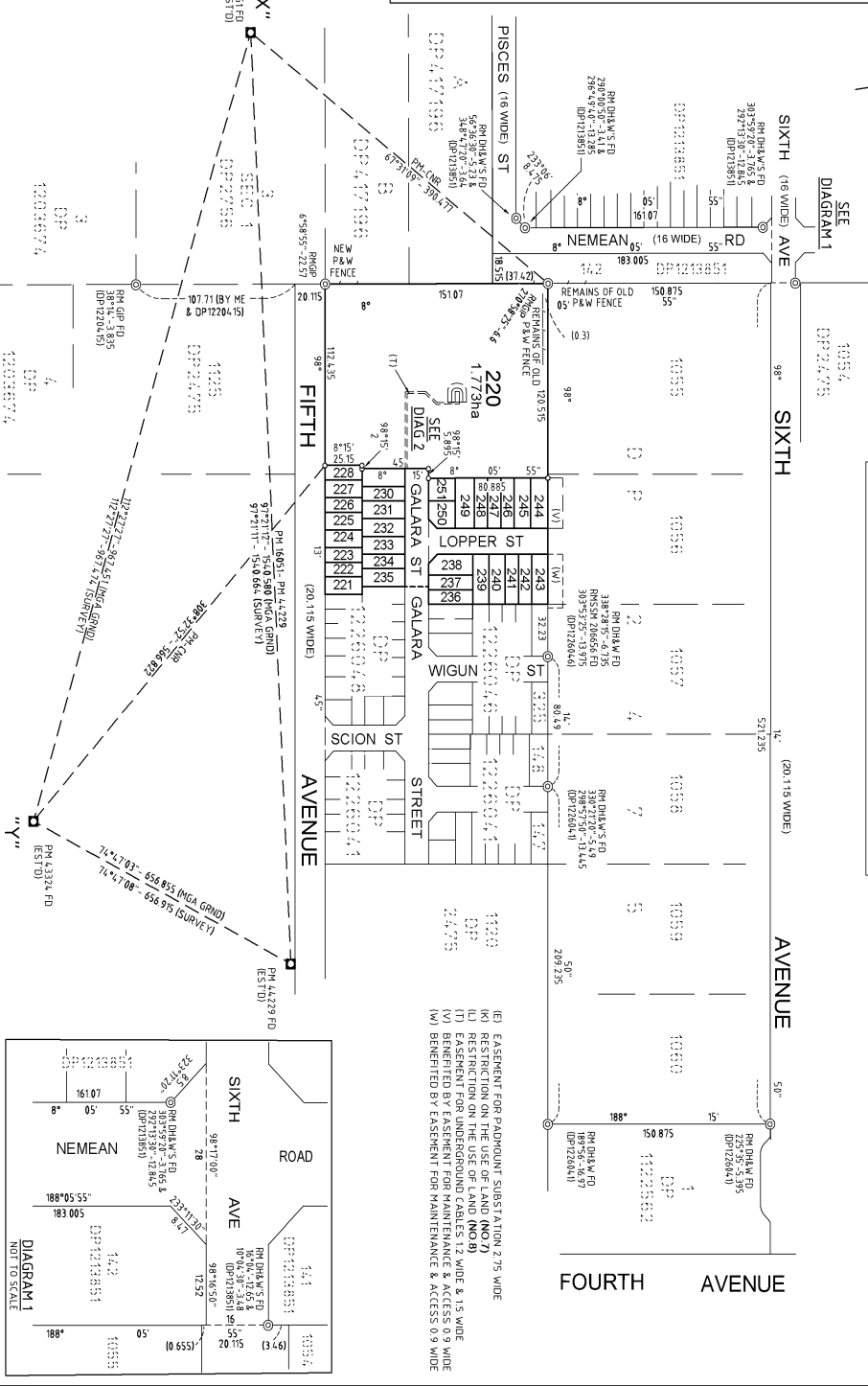
SURVEYOR
 Name: WILLIAM JOHN BOYLE
 Date: 10/10/2019
 Reference: SW_FRI00651570_2A

PLAN OF SUBDIVISION OF LOT 333 IN DP1226042 & LOT 1124 IN DP2475

LGA: LIVERPOOL
 Locality: AUSTRAL
 Reduction Ratio 1: 2000

REGISTERED
 08.11.2019

DP1226042



COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
PM4324	296912.976	624132.170	B	2	FOUND	FOUND
PM4651	29648.808	624483.772	B	2	FOUND	FOUND
PM4429	29754.865	624145.581	B	2	FOUND	FOUND
SM206656	296619.974	624180.150	D	N/A	FOUND	FOUND
SM206723	296523.170	624172.837	D	N/A	FOUND	FOUND
SM206725	296541.636	624184.076	D	N/A	FOUND	FOUND

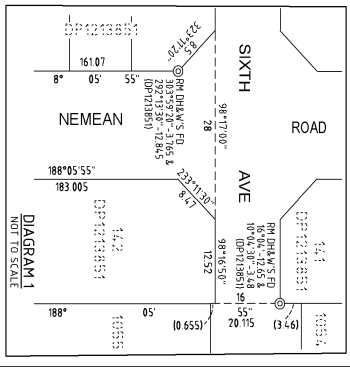
DATE OF SCMS COORDINATES: 20 SEP 2010
 (DMS) COMBINED SCALE FACTOR: 1000000

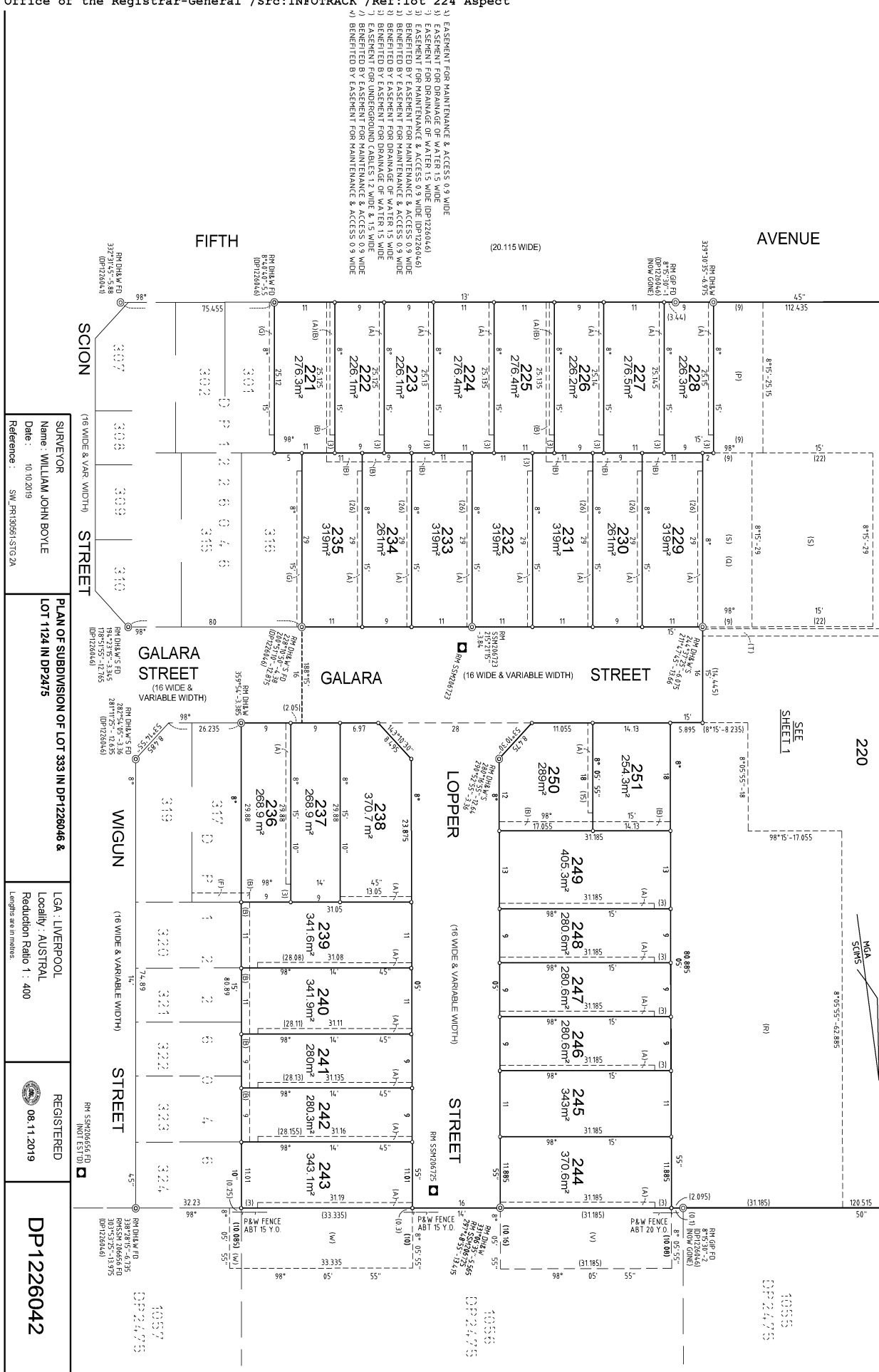
HEIGHT SCHEDULE

MARK	AHD	CLASS	ORDER	HEIGHT DATUM	STATE
PM4324	73.189	LC	U.3	SCMS ADOPTED	FOUND
PM4651	81	U	U.3	FROM SCMS - DATUM	FOUND
PM4429	74.951	LC	U.3	VALIDATION	FOUND
SM206656	79.899	B	N/A	FOUND	FOUND
SM206723	79.908	B	N/A	FOUND	FOUND
SM206725	82.556	B	N/A	FOUND	FOUND


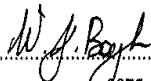
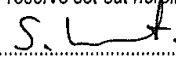
HEIGHT DATUM: AHD71

(E) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE
 (K) RESTRICTION ON THE USE OF LAND (NO.7)
 (L) EASEMENT FOR UNDERGROUND CABLES 12 WIDE & 1.5 WIDE
 (M) EASEMENT FOR UNDERGROUND CABLES 12 WIDE & 1.5 WIDE
 (N) BENEFITTED BY EASEMENT FOR MAINTENANCE & ACCESS 0.9 WIDE







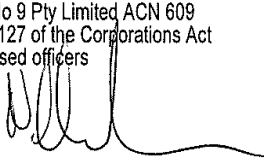
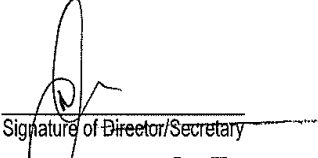
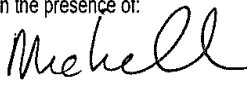

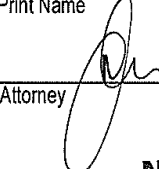
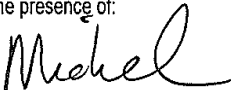

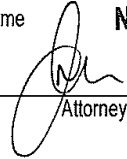
ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered :  08.11.2019 Title System : TORRENS	Office Use Only DP1226042	Office Use Only
PLAN OF SUBDIVISION OF LOT 333 IN DP1226046 & LOT 1124 IN DP2475	LGA : LIVERPOOL Locality : AUSTRAL Parish : CABRAMATTA County : CUMBERLAND	
<p>Survey Certificate</p> <p>I, <u>WILLIAM JOHN BOYLE</u> of <u>RPS Australia East Pty Ltd PO BOX 6843 BAULKHAM HILLS 2153</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>10/10/2019</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>..X' - 'Y'</u> Type: <u>*Urban / *Rural</u> The terrain is <u>*Level-Undulating / Steep-Mountainous</u>.</p> <p>Signature: <u></u> Dated: <u>16/10/2019</u> Surveyor Identification No: <u>8275</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p>Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>	
<p>Plans used in the preparation of survey/compilation</p> <p>DP2475 DP1226046 DP1213851 DP1220415 DP1226041</p>	<p>Subdivision Certificate</p> <p>I, <u>STEPHEN MONTE</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s. 109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u></u> Accreditation number: Consent Authority: <u>LIVERPOOL CITY COUNCIL</u> Date of endorsement: <u>24-10-2019</u> Subdivision Certificate number: <u>SC-113/2019</u> File number: <u>DA- 978 /2019</u></p> <p><small>*Strike through if inapplicable.</small></p>	
<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE LOPPER STREET (16 WIDE & VARIABLE WIDTH) & THE EXTENSION OF GALARA STREET (16 WIDE & VARIABLE WIDTH) TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

AMENDED IN NSW LRS AT THE REQUEST OF LOCAL GOVERNMENT AUTHORITY 08.11.2019

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)	
Registered:  08.11.2019		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 333 IN DP1226046 & LOT 1124 IN DP2475		DP1226042			
Subdivision Certificate number: SC-113/2019 Date of Endorsement: 24-10-2019					
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.					
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:					
1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B)					
2. EASEMENT FOR MAINTENANCE & ACCESS 0.9 WIDE (A)					
3. RESTRICTION ON THE USE OF LAND					
4. RESTRICTION ON THE USE OF LAND					
5. RESTRICTION ON THE USE OF LAND					
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)					
7. RESTRICTION ON THE USE OF LAND					
8. RESTRICTION ON THE USE OF LAND					
9. EASEMENT FOR UNDERGROUND CABLES 1.2 WIDE & 1.5 WIDE (T)					
10. RESTRICTION ON THE USE OF LAND					
Pursuant to Section 60(C) of the SSI Regulation 2017 Schedule of Addresses is unavailable					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: SW_PR130561-STG 2A					

ePlan

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet <u>4</u> of <u>4</u> sheet(s)	
Registered:  08.11.2019		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 333 IN DP1226046 & LOT 1124 IN DP2475		DP1226042			
Subdivision Certificate number: <u>SC-113/2019</u> Date of Endorsement: <u>24-10-2019</u>					
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.					
<p>Executed by RC Resi No 9 Pty Limited ACN 609 906 514 under section 127 of the Corporations Act 2001 by its duly authorised officers</p> <p>Signature of Director  Nicholas William Chandler Name of Director</p>		<p> Signature of Director/Secretary Neala Fraser Name of Director/Secretary</p>			
<p>Signed on behalf of Rawson Group Pty Limited ACN 000 382 329 by its attorney under power of attorney in the presence of:</p> <p>Witness  MICHAEL CHAN Witness Name</p> <p>Building F, Level 2, 1 Homebush Bay Drive, Rhodes Witness Address</p>		<p>Attorney  Print Name Nicholas William Chandler</p> <p>Attorney  Print Name Neala Fraser <u>Book 4759 No 786</u></p>			
<p>Signed on behalf of Fort Meyers Pty Ltd ACN 616 439 260 by its attorney under power of attorney in the presence of:</p> <p>Witness  Witness Name MICHAEL CHAN</p> <p>Building F, Level 2, 1 Homebush Bay Drive, Rhodes Witness Address</p>		<p>Attorney  Print Name Nicholas William Chandler</p> <p>Attorney  Print Name Neala Fraser <u>Book 4759 No 785</u></p>			
If space is insufficient use additional annexure sheet					
Surveyor's Reference: SW_PR130561-STG 2A					

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

(Sheet 1 of 10 sheets)

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
 Lot 1124 in DP2475

Covered by Subdivision Certificate
 No SC-113/2019 of 24-10-2019

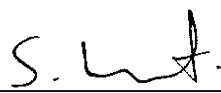
Full name and address of the owner of the land:

RC Resi No 9 Pty Limited
ACN 609 906 514
 Building F, Level 2, Suite 1,
 1 Homebush Bay Drive, RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide (B)	221 225 229 230 231 233 234 235 236 239 240 241 242 250 251	232 - 235 inclusive Part Lot 220 Denoted 'S' 229 - 231 inclusive Part Lot 220 Denoted 'S' Part Lot 220 Denoted 'S, 229 Part Lot 220 Denoted 'S, 229 230 232 232, 233 232 - 234 inclusive 239 - 243 inclusive 240 - 243 inclusive 241 - 243 inclusive 242, 243 243 Part Lot 220 Denoted 'R', 251 Part Lot 220 Denoted 'R'
2	Easement for Maintenance & Access 0.9 Wide (A)	221 222 223 224 225 226 227 228 229 230 231 232	222 223 224 225 226 227 228 Part Lot 220 Denoted 'P' Part Lot 220 Denoted 'Q' 229 230 231

Approved by Liverpool City Council


 Authorised Officer

(Sheet 2 of 10 sheets)

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
 Lot 1124 in DP2475
 Covered by Subdivision Certificate
 No SC-113/2019 of 24-10-2019

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Easement for Maintenance & Access 0.9 Wide (A) cont.	233 234 235 236 238 239 240 241 242 243 244 246 247 248 249 250	232 233 234 237 239 240 241 242 243 Part Lot 1056 & Part Lot 1057 in DP2475 Designated 'W' Part Lot 1056 in DP2475 Designated 'V' 245 246 247 248 251
3	Restriction on the Use of Land	221-240 inclusive 242-251 inclusive	Liverpool City Council
4	Restriction on the Use of Land	221-228 inclusive 230, 234 236, 237 241, 242 246 - 248 inclusive 250, 251	Liverpool City Council
5	Restriction on the Use of Land	238	Liverpool City Council
6	Easement for Padmount Substation 2.75 Wide (E)	220	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Restriction on the Use of Land (K)	Part Lot 220 Designated (K)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

Approved by Liverpool City Council

Authorised Officer

(Sheet 3 of 10 sheets)

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
 Lot 1124 in DP2475
 Covered by Subdivision Certificate
 No SC-113/2019 of 24-10-2019

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	Restriction on the Use of Land (L)	Part Lot 220 Designated (L)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
9	Easement for Underground Cables 1.2 Wide & 1.5 Wide (T)	220	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
10	Restriction on the Use of Land	221-226 inclusive 232-251 inclusive	Liverpool City Council

Part 2 (Terms)

1. **Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.**

Liverpool City Council

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


2.1 The owner of the lot benefited may:

- (i) at the expiration of at least one week's notice served on the owner or occupier of a lot burdened, use the lot burdened for the purpose of carrying out necessary work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out, and
- (ii) do anything reasonably necessary for that purpose, including:
 - (a) entering the lot burdened, and
 - (b) taking anything on the lot burdened

2.2 In exercising those powers, the owner of the lot benefited must:

- (i) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and
- (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (iv) restore the lot burdened as nearly as is practicable to its former condition, and
- (v) make good any collateral damage.

Approved by Liverpool City Council


 Authorised Officer

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
Lot 1124 in DP2475
Covered by Subdivision Certificate
No SC-113/2019 of 24-10-2019

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

Liverpool City Council

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

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Liverpool City Council

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

No building is to be constructed on the subject lot burdened unless it is sited and constructed in accordance with the approved plans and determination by Liverpool City Council DA-978/2016A (as amended).

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

Liverpool City Council

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

No vehicular access crossing shall be permitted to the burdened lot 238 fronting Galara Street. The vehicular access crossing shall be constructed at the northernmost common front boundary corner adjacent to lot 239 fronting Lopper Street.

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

Liverpool City Council

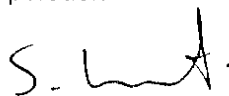
6. Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

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

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Epsilon Distribution Ministerial Holding Corporation

Approved by Liverpool City Council


Authorised Officer

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
Lot 1124 in DP2475
Covered by Subdivision Certificate
No **SC-113/2019** of **29-10-2019**

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

1.0 Definitions:

- 1.1 120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 erect** includes construct, install, build and maintain.
- 1.4 restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

- 2.1** the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2** the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3** the owner provides the authority benefited with an engineer's certificate to this effect.

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

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Epsilon Distribution Ministerial Holding Corporation

Approved by Liverpool City Council


Authorised Officer

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
Lot 1124 in DP2475
Covered by Subdivision Certificate
No SC-113/2019 of 24-10-2019

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

1.0 Definitions:

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

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

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

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

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

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Epsilon Distribution Ministerial Holding Corporation


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

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Epsilon Distribution Ministerial Holding Corporation

Approved by Liverpool City Council



Authorised Officer

(Sheet 7 of 10 sheets)

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
Lot 1124 in DP2475
Covered by Subdivision Certificate
No SC-113/2019 of 29-10-2019


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

No building shall be erected on the lot hereby burdened unless such building is designed and constructed to withstand the effects of the moderate and mildly aggressive saline soils that have been identified on the lot in accordance with the report from Geotech Testing Pty Ltd dated 30th September 2019 reference 8847/9-AB.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Liverpool City Council

Approved by Liverpool City Council _____


Authorised Officer

(Sheet 8 of 10 sheets)

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
Lot 1124 in DP2475
Covered by Subdivision Certificate
No SC-113/2019 of 24-10-2019

SIGNATURES

Approved by Liverpool City Council

by its authorised delegate pursuant to s377 Local Government Act 1993

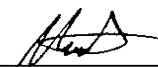


Signature of Authorised Officer

STEPHEN MONTE

Name of Authorised Officer

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



Signature of Witness

SHAMUD AL-CHURANI

Name of Witness

33 MOORE ST LIVERPOOL.

Address of Witness

Approved by Liverpool City Council



Authorised Officer

9 10
(Sheet 8 of 8 sheets)

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
Lot 1124 in DP2475
Covered by Subdivision Certificate
No SC-113/2019 of 24-10-2019

SIGNATURES

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

Signature of witness:



Name of witness:

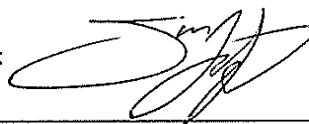
NATASHA ISSAC

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

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

Signature of attorney:



Name and position of attorney:

Simon Lawton

~~Manager Property & Fleet~~ Strategic Property
Manager

Power of attorney:

Book 4754 No 482

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS18848

Date of signature:

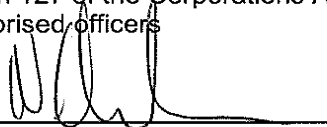
23/10/2019

Plan:

DP1226042

Plan of Subdivision of Lot 333 in DP1226046 &
Lot 1124 in DP2475
Covered by Subdivision Certificate
No SC-113/2019 of 24-10-2019


Executed by **RC Resi No 9 Pty Limited ACN 609 906 514** under section 127 of the Corporations Act 2001 by its duly authorised officers



Signature of Director

Nicholas William Chandler

Name of Director



Signature of Director/Secretary

Neala Fraser

Name of Director/Secretary

Signed on behalf of **Rawson Group Pty Limited ACN 000 382 329** by its attorney under power of attorney in the presence of:

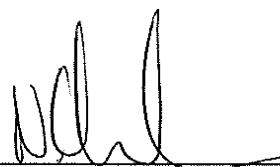


Witness

MICHAEL CHAN

Witness Name

Building F, Level 2, 1 Homebush Bay Drive, Rhodes
Witness Address



Attorney

Nicholas William Chandler

Print Name

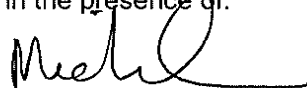
Attorney

Neala Fraser

Print Name

Book: 4759 No 786

Signed on behalf of **Fort Meyers Pty Ltd ACN 616 439 260** by its attorney under power of attorney in the presence of:

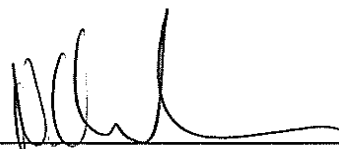


Witness

MICHAEL CHAN

Witness Name

Building F, Level 2, 1 Homebush Bay Drive, Rhodes
Witness Address



Attorney

Nicholas William Chandler

Print Name

Attorney

Neala Fraser

Print Name

Book: 4759 No 786 785

REGISTERED



08.11.2019

PR130561_STAGE2A

6. Section 10.7(2) Planning Certificate

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: ASPECT STAGE 2B:86947
Ppty: 195496

Cert. No.: 3110

Applicant:
RAWSON LEGAL PTY LTD
PO BOX 3099
RHODES NSW 2138

Receipt No.: 4469852
Receipt Amt.: 53.00
Date: 06-Jan-2020

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

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

Legal Description: LOT 220 DP 1226042

Street Address: LOT 220 FIFTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

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

Deemed SEPPs*:

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

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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

Liverpool Growth Centre Precincts DCP

2. Zoning and land use under relevant LEPs and /or SEPPs

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

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

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

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

Home-based child care; Home occupations

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

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

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

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

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

No

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

No

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

No

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

No

3. Complying development

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

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

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

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

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

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

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. Biodiversity certified land*

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

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

10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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

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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*

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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

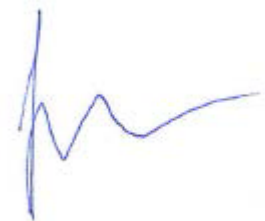
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

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

No

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

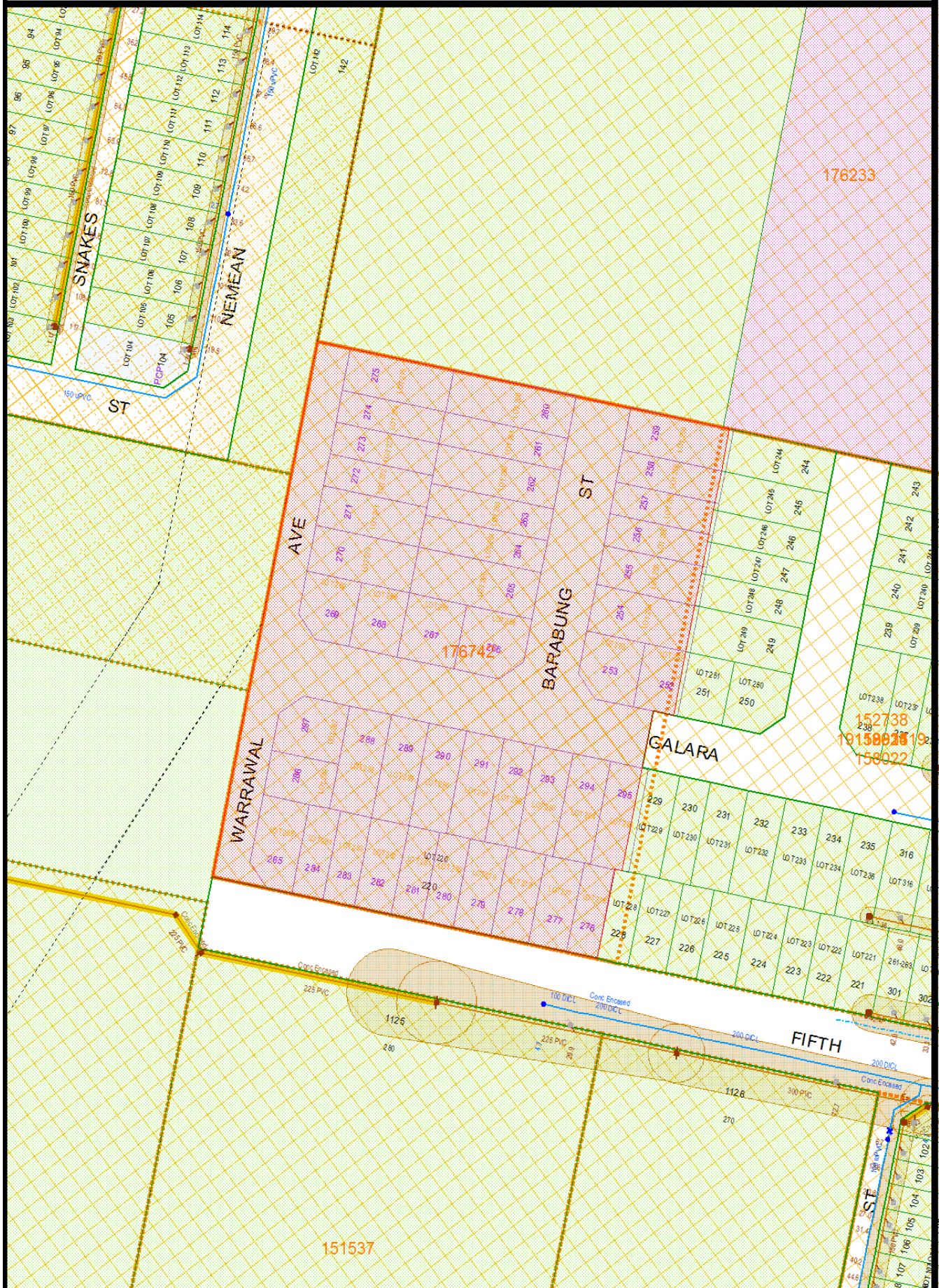


For further information, please contact
CALL CENTRE – 1300 36 2170

Kiersten Fishburn
Chief Executive Officer

Liverpool City Council

7. Sewer Service Diagram



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.

8. Government Authority Enquiries

a. Land Tax Certificate under s47 of the *Land Tax Management Act 1956*

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1226042/220	FIFTH AVENUE AUSTRAL	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

9. Authorised Requisitions on Title

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: RC Resi No 9 Pty Limited ATF RC Resi No 9 Trust

Property: Aspect Stage 2B, Lot 220 Fifth Avenue, Austral

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract for the sale and purchase of land 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 all 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 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract for the sale and purchase of land, 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 must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoing referred to in clause 14.1 of the Contract for the sale and purchase of land must be paid up to and including the date of completion.
11. 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 & Building

12. Subject to the Contract for the sale and purchase of land, survey should be satisfactory and show that the whole of the property is available and there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. 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.
14.
 - (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*.
15. 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?
16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?

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- (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?
- 17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If there answer to (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 diving 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

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract for the sale and purchase of land?
- 19. 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 or way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. 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?
- 21. (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?
- 22. 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

- 23. If the Contract for the sale and purchase of land discloses that the vendors a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions & Transfer

- 24. The transfer to be handed over on settlement must either be endorsed with vendor duty or marked exempt from vendor duty.
- 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.

10. Replies to Requisitions on Title

We refer to the Requisitions on Title annexed to the Contract for the sale and purchase of land and are instructed to respond as follows:-

Possession and Tenancies

1. Vendor relies on Contract for the sale and purchase of land.
2. Not to the Vendor's knowledge.
3. (a)-5(b) Not applicable, the property will be transferred with vacant possession.

Title

6. Noted.
7. Noted, subject to Contract for the sale and purchase of land.
8. In our office. Please contact us to organise a convenient time to inspect same.
9. Not to the Vendor's knowledge.

Adjustments

10. The adjustments will be made in accordance with the Contract for the sale and purchase of land.
- 11.(a)-(b) Yes. The vendor has made a return for the current year. The Purchaser should make their own enquiries as to land value and the existence of any charge by obtaining a Section 47 Certificate.

Survey & Building

12. Vendor relies on Contract for the sale and purchase of land.
13. No.
- 14.(a) So far as the vendor is aware. The purchaser should make further enquiries.
- (b) Not to the vendor's knowledge, however the purchaser should make further enquiries.
- (c)-(d) No.
- (e)(i)-(iv) Not applicable, the Contract for the sale and purchase of land is for the purchase of vacant land.
15. Not to the Vendor's knowledge. Purchaser should make further enquiries.
- 16.(a)-17(e) Not applicable.

Affectations

18. No, except as disclosed in the Contract for the sale and purchase of land.
- 19.(a)-(c) Vendor relies on Contract for the sale and purchase of land.
- 20.(a)-(f) No, except as disclosed in the Contract for the sale and purchase of land.
- 21.(a)-(c) Vendor relies on Contract for the sale and purchase of land. Purchaser should make own enquiries.
22. No, except as disclosed in the Contract for the sale and purchase of land.

Capacity

23. What such evidence is required?

Requisitions & Transfer

24. Not applicable.
25. Not applicable.
26. The CAC will be entered into PEXA prior to settlement.
27. Noted, subject to Contract for the sale and purchase of land.
28. This alleged right is not admitted.
29. Noted, subject to Contract for the sale and purchase of land.

