

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Leppington Garden Pty Ltd ACN 620 504 387
PROPERTY	Lot , 36 Rickard Road, Leppington NSW 2179

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

DETAILS					
Completion	Completion Date is the later of 35 days from the contract date and 21 days after the day on which the vendor serves notice of the registration of the Documents.	Refer to clause(s):	Clause 38.1		
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 39
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:	<p>Penalty interest being 10% per annum on the balance of the price and any other monies outstanding calculated from the period from the day after the Completion Date to the day of Completion (Clause 43.1 of the Contract).</p> <p>\$330.00 if the vendor issues a notice to complete (Clause 43.3(a)(i) of the Contract).</p> <p>\$110.00 if the purchaser cancels a booking for Completion or fails to complete at a scheduled Completion booking time (Clause 43.3(a)(ii)).</p> <p>\$110.00 for the vendor to assist in the replacement of a bank guarantee (Clause 43.3(a)(iii)).</p>		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	2020/282/1 as may be modified from time to time.		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 38.2 of the Contract provides that the vendor must satisfy the Condition Precedent (being registration of the Documents) by the Sunset Date (as extended in accordance with clause 39).		

does not occur?			
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ATTACHMENTS <i>(s66ZM(2) of the Conveyancing Act 1919)</i>	
The following prescribed documents are included in this disclosure statement <i>(select all that apply)</i> .	
<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

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		phone fax ref
vendor	LEPPINGTON GARDEN PTY LTD ACN 620 504 387 of Suite 702, 5 Rider Boulevard, Rhodes NSW 2138	
vendor's solicitor	HWL EBSWORTH LAWYERS Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 GPO Box 5408, Sydney NSW 2001 DX 129 Sydney	phone +61 2 9334 8555 fax 1300 369 656 ref KG:AS:879047
date for completion	The date specified in clause 38	
land (address, plan details and title reference)	LOT , 36 RICKARD ROAD, LEPPINGTON Lot in an unregistered plan of subdivision of Lot 2023, being a unregistered plan of subdivision of Lot 1128 being a subdivision of lot 44A in deposited plan 8979 Part of Folio Identifier 44A/8979 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	Not applicable	
Exclusions	Not applicable	
purchaser purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer		phone fax ref
price	\$	inclusive of GST
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date	(if not stated, the date this contract was made)	

buyer's agent		
<div style="border: 1px solid black; padding: 5px; margin-top: 20px;"> GST AMOUNT (optional) The price includes GST. </div>		
vendor purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness witness

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

Parties agree that the deposit be invested (clause 2.9)

☐ NO ☒ yes**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make an *GSTRW payment*:
(residential withholding payment)☐ NO ☒ yes

(if yes, vendor must provide further details)

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable): Not applicable

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: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

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

Execution by vendor

Signed, sealed and delivered for and on behalf of
Leppington Garden Pty Ltd ACN 620 504 387 by its
attorney Dennis Raymond Bluth under power of attorney
dated

in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Execution by purchaser

Signed, sealed and delivered by
in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Executed by
in accordance with section 127 of the *Corporations Act*
2001 (Cth) by:

Signature of Director

Full name (print)

Signature of attorney

By executing this deed the attorney states that the
attorney has not received notice of revocation of the
power of attorney at the date of executing this deed.

Signature of purchaser

Signature of purchaser

Signature of Director/Company Secretary

Full name (print)

Signed, sealed and delivered for and on behalf of

by his/her attorney
under power of attorney dated
in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

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Special Conditions

32. Definitions and interpretation clauses

Unless the context requires otherwise, the following words when used in a defined sense have these meanings in this contract:

Act	means the <i>Conveyancing Act 1919</i> (NSW).
Adjacent Land	means the land in the vicinity of the Development Site, on which the vendor or the vendor's associated parties may undertake Development Activities.
Authority	means a government or semi-governmental, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body having jurisdiction over the Development and includes the Council and any principal certifying authority.
Bank Guarantee	<p>means an irrevocable and unconditional undertaking in favour of the vendor for an amount being 10% of the price which:</p> <ul style="list-style-type: none"> (a) is issued by AMP Bank, ANZ Bank, Bank of Queensland, Bank of Western Australia, Bendigo and Adelaide Bank, Commonwealth Bank, Citibank, HSBC, Macquarie Bank, National Australia Bank Limited, St George Bank, Suncorp or Westpac Bank; (b) contains terms and conditions acceptable to the vendor in the vendor's absolute discretion; and (c) does not specify an expiry date or if it has an expiry date, an expiry no earlier than 3 months after the Sunset Date.
Certificate	means the certificate or certificates under s10.7 of the <i>Environmental Planning and Assessment Act 1979</i> , a copy or copies of which is or are attached to this contract.
Claim	means any claim, losses, Costs, charges, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this contract or the Property

whether or not it arises at law or in any other way.

Completion	means completion of this Contract and complete and completed have corresponding meanings.
Completion Date	means the date for Completion determined in accordance with clause 38.1.
Costs	include: <ul style="list-style-type: none"> (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis); (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and (c) any fines, penalties, interest or similar item imposed by any legislation.
Conditions Precedent	means: <ul style="list-style-type: none"> (a) registration of the Documents; and (b) (if applicable) if not previously served by the vendor, notification of a Material Change to the Disclosure Statement.
Conditions Precedent Notice	means a written notice or notices from the vendor stating that the Conditions Precedent has been satisfied together with <ul style="list-style-type: none"> (a) copies of the registered Documents; and (b) if clause (b) applies in the definition of Conditions Precedent, notification of a Material Change to the Disclosure Statement.
Council	means Camden Council.
Default	means where the purchaser has failed to comply with a term or condition of this contract.
Deposit	means an amount equivalent to 10% of the price.

Depositholder	means the vendor's solicitor.
Development	means the development proposed to be carried out on the Development Site by the vendor generally described in Schedule 1.
Development Activities	<p>means:</p> <ul style="list-style-type: none"> (a) any form of demolition work, excavation work or landscaping work on the Development Site; (b) any form of building work or work ancillary to or associated with building work on the Development Site including, without limitation, the installation of services (including embedded networks); (c) the staging of the Development; (d) the staging of the registration of plans of subdivision in respect of the Development; (e) the addition, amendment or deletion of lots; (f) the registration of the Plan of Subdivision, Subdivision Instrument and any other documents, instruments, dealings or plans for the purposes of the Development; (g) obtaining any such approvals required by the vendor for carrying out the Development; (h) any work other than the work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the vendor in respect of the Development including any environmental remediation and other similar work; (i) the consolidation of land forming the Development Site or part of the Development Site; (j) the subdivision of land forming part of the Development Site; and (k) the dedication, transfer, lease or other disposal to an Authority of land forming part of the Development Site.
Development Consent	means DA2020/282/1 as may be modified from time to time and any subsequent development consents generally

consistent with the development described in Schedule 1.

Development Site	<p>means the following:</p> <ul style="list-style-type: none"> (a) lot 43A in deposited plan 8979 comprised in certificate of title folio identifier 43A/8979; (b) lot 44A in deposited plan 8979 comprised in certificate of title folio identifier 44A/8979; (c) lot 44B in deposited plan 8979 comprised in certificate of title folio identifier 44B/8979; and (d) lot 101 in deposited plan 602786 comprised in certificate of title folio identifier 101/602786.
Disclosures	means the disclosure of information, concepts and proposals described in Schedule 1 and other clauses in and annexures and schedules to this contract regarding the Development and the Development Site.
Disclosure Statement	means the disclosure statement in accordance with section 66M of the Act (as amended in accordance with this contract.
Documents	means the documents in Schedule 4.
Draft Plan of Subdivision	means the plan contained in Attachment 1.
Draft Preliminary Plans	means the plan(s) contained in Attachment 3.
Expert	means a person nominated by the President for the time being of the Royal Australian Institute of Architects NSW Chapter at the request of either the vendor or the purchaser in accordance with clause 65.
Land	means lot 44A in deposited plan 8979 comprised in certificate of title folio identifier 44A/8979.
Material Change	<p>a change to the Disclosure Statement is such a change that the purchaser:</p> <ul style="list-style-type: none"> (a) would not have entered into the contract had the

purchaser been aware of the change in the Disclosure Statement; and

- (b) would be materially prejudiced to the change in the Disclosure Statement

but the purchaser acknowledges and agrees that a Material Change does not mean any of the matters specified in sub-clauses © to (d) of the definition arising from:

- (c) a reduction in the area of the Property as shown on the Draft Plan of Subdivision by 10% or less when compared to the area of the Property in the Plan of Subdivision; and
- (d) a change in the proposed lot number of the Property.

New Document	has the meaning given to it in clause 40.2(d).
Objection	means a Claim, requisition or objection or direction and includes delay Completion or terminate this contract.
Plan of Subdivision	means the plan of subdivision creating the Property generally consistent with the Draft Plan of Subdivision with or without changes permitted under this contract.
Preliminary Plan	has the definition in clause 1(b) of Schedule 1.
Property	has the meaning given to ' <i>property</i> ' in the Standard Form.
Registrar General	means the general manager of NSW Land & Property Information.
Replaced Document	has the meaning give to it in clause 40.2(c).
Replacement Document	has the meaning given to it in clause 40.2(c).
Service Providers	includes Council, any Authority and any company in the business of supplying services to the public.
Special Conditions	means these special conditions attached to this contract.

Standard Form	means the standard form Contract for Sale of Land – 2019 Edition.
Subdivision Plan Instrument	means, if applicable, the instrument setting out the terms of easements, restrictions on the use of land and covenants intended to be created in accordance with s88B of the Act registered with the Plan of Subdivision.
Sunset Date	means the date set out in Schedule 2.
TA Act	means the Taxation Administration Act 1958.
Tax Declaration	means a declaration in the terms contained in Attachment 8.
Third Party Vendor	means the third party vendor appointed by the vendor in accordance with clause 53.
Treasurer	means the Treasurer of the Commonwealth of Australia.
Trust	means the trust created under the Trust Deed upon which the purchaser enters into this contract as trustee.
Trust Deed	means the deed creating the trust of which the purchaser is trustee.
Unnecessary Document	has the meaning given to it in clause 40.2(b).

33. Interpretation

33.1 In this contract unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes any gender;
- (d) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

- (e) a reference to person includes:
 - (i) a body corporate, an unincorporated body or other entity;
 - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and
 - (iii) a person to whom this contract is novated;
 - (f) a reference to a clause, is to a clause of this contract;
 - (g) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;
 - (h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;
 - (i) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;
 - (j) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
 - (k) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
 - (l) an agreement, representation or warranty in favour of two or more people is for the benefit of them jointly and severally;
 - (m) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;
 - (n) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;
 - (o) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
 - (p) In the Standard Form, all reference to objection, requisition or claims is a reference to Objection in these Special Conditions; and
 - (q) a reference to time is a reference to Sydney time.
- 33.2 The provisions of this contract, which are intended to have application after Completion, continue to apply from Completion.
- 33.3 If there is an inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

34. Amendments to Standard Form

The following clauses in the Standard Form are amended:

- (a) by deleting clause 3;
- (b) by deleting clause 4.1 and inserting the following provision:

If applicable, the purchaser must serve the form of the transfer within 7 days after the day on which the vendor serves notice of the registration of the Documents.
- (c) by deleting clause 5.1;
- (d) by deleting clause 5.2.1 and inserting the following provision:

If it arises out of this contract or is a general question about the property or title – within 10 days after the day on which the vendor serves notice of registration of the Documents.
- (e) by deleting clause 5.2.2 and inserting the following provision:

If it arises out of anything served by the vendor on the purchaser - within 10 days after the day on which the vendor serves notice of registration of the Documents.
- (f) by deleting clause 7.1.1;
- (g) by deleting clause 8.1 and inserting the following provision:

The vendor can rescind if:

 - 8.1 *the vendor is unable or unwilling to comply with an objection, requisition or claim;*
 - 8.2 *the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and*
 - 8.3 *the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service.;*
- (h) clause 13.7.2 is amended by inserting after the word 'Completion' the words 'or within 10 business days of a liability arising under this clause 13.7, if it arises after Completion';
- (i) clause 14.4.2 is amended by deleting the first two bullet points;
- (j) clause 18 is amended by adding the following provision:

18.8 The purchaser cannot make a requisition or claim after entering into possession; and; and
- (k) the following new clause 20.6 is inserted:

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

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

35. Disclosure Statement

35.1 Disclosure Statement attached to contract

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

35.2 No Objection

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

36. Deposit

36.1 Payment of Deposit

The purchaser must pay to the vendor the Deposit in accordance with clause 36.2.

36.2 Payment of Deposit by instalments

- (a) The purchaser is liable for and the vendor has a right to receive the full Deposit on the contract date.
- (b) Despite clause 36.2(a), the vendor acknowledges and agrees that the purchaser may pay the Deposit in two instalments as follows:
 - (i) as to the first instalment of \$5,000.00, on or before the contract date; and
 - (ii) as to the second instalment being the balance of the 10% of the price by 3.30 pm on or before the date 10 business days from the contract date.
- (c) If the purchaser does not comply with clause 36.2(b)(ii), the vendor may (but is under no obligation to do so), terminate this contract at any time whilst the balance of the Deposit remains outstanding.
- (d) The purchaser acknowledges that the Deposit is equivalent to 10% of the price.
- (e) The purchasers obligations under this clauses 36.1 and 36.2 are essential.
- (f) This clause does not limit any other rights or remedies the vendor may have either at law, in equity or under this contract.

36.3 Investment of Deposit

- (a) The vendor and the purchaser authorises the Depositholder to invest the Deposit in an interest bearing account pending Completion.
- (b) Within 5 business days from the contract date, the purchaser must give to the Depositholder the completed and signed Tax Declaration.
- (c) If the purchaser does not comply with clause 36.3(b) and tax is payable on the interest earned on the Deposit then it is an expense of the purchaser only. The purchaser acknowledges and agrees that:
 - (i) an error in the adjustment in the calculation of interest does not affect the rights of a party arising out of the required adjustment; and
 - (ii) the Depositholder is not liable to a party for an error in this adjustment.
- (d) All interest earned on the Deposit less all government and bank charges, must be paid as follows:
 - (i) \$220.00 (including GST) to the Depositholder as consideration for its services as described in this clause 36.3;
 - (ii) if this contract is Completed, the balance after deduction of all government taxes and charges and the Cost in clause 36.3(d)(i) is paid to the vendor; and
 - (iii) if this contract is rescinded or terminated, to the party entitled to the Deposit after deduction of all government taxes and charges and the Cost in clause 36.3(d)(i).

37. Bank Guarantee

37.1 Delivery of Bank Guarantee

- (a) The purchaser may give to the vendor a Bank Guarantee for the amount of the Deposit on or before the contract date in lieu of paying the Deposit in accordance with clause 36.
- (b) Clause 37.1(a) is an essential term of this contract.

37.2 Substitute Bank Guarantee if Sunset Date extended

If:

- (a) the vendor gives to the purchaser a notice extending the Sunset Date; and
- (b) the Bank Guarantee given by the purchaser provides for an expiry date that expires prior to the Sunset Date (as extended),

the purchaser must give to the vendor a substitute Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the substitute Bank Guarantee cannot expire prior to the date 3 months after the Sunset Date (as extended).

37.3 Bank Guarantee expired

If:

- (a) the Bank Guarantee has an expired date; and
- (b) completion for any reason has not taken place at least 6 months before that expiry date,

the purchaser must promptly but no later than 3 months before the expiry date of the bank guarantee give to the vendor a substitute Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the substitute Bank Guarantee cannot expire prior to the date 3 months after the Sunset Date.

37.4 Completion

On Completion the purchaser must pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the Bank Guarantee.

37.5 Vendor's right to call on Bank Guarantee

- (a) The vendor may claim on the Bank Guarantee at any time after the purchaser Defaults.
- (b) The vendor may apply money that it receives from the Bank Guarantee, towards money including but not limited to damages that the purchaser must pay to the vendor in relation to this contract.
- (c) If the purchaser Defaults, then without reference to the purchaser:
 - (i) the vendor may claim under the Bank Guarantee; and
 - (ii) must not do anything that would prevent the vendor claiming the Bank Guarantee.
- (d) The vendor and the bank may act despite the purchaser's Objection.

37.6 Essential term

Clause 37 is an essential term of this contract.

38. Completion

38.1 Completion

The date for Completion is the later of:

- (a) 35 days from the contract date;
- (b) 21 days after the day on which the vendor serves the Condition Precedent Notice.

38.2 Satisfaction of Condition Precedent

- (a) Completion is subject to and conditional on the satisfaction of the Condition Precedent.
- (b) The vendor must use all reasonable endeavours to satisfy the Condition Precedent on or before the Sunset Date.
- (c) Subject to section 66ZL of the Act, if the Condition Precedent is not satisfied on or before the Sunset Date then either the vendor or the purchaser may rescind this contract by written notice to the other provided that no such right of rescission shall be exercisable by the purchaser if the vendor gives notice to the purchaser that the Condition Precedent is satisfied.

39. Extension of Sunset Date

39.1 Extension of Sunset Date

Despite clause 39.2, the vendor may by notice to the purchaser extend the Sunset Date:

- (a) by each day that the vendor or the vendor's builders have been delayed in the construction of the Development or the registration of the Plan of Subdivision by reason of:
 - (i) inclement weather or conditions resulting from inclement weather; or
 - (ii) any civil commotion, combination of workman or strikes or lockouts affecting the progress of the work or affecting the manufacture or supply of materials for the construction of the Development;
 - (iii) any delay by Council or any Authority in approving, signing or registering any Documents; and
 - (iv) any other matter beyond the vendor's control; or
- (b) if required by the vendor or the vendor's financier.

39.2 Vendor's Representative sole determination

- (a) The Vendor's Representative is the sole determiner of the vendor's entitlement to extension of time under clause 39.1.
- (b) The Vendor's Representative acts as an expert and not an arbitrator.
- (c) The Vendor's Representative's decision is final, conclusive and binding on the parties.

40. Change of Documents

40.1 Registration of Documents

The vendor intends to have the Documents registered before Completion.

40.2 Replacement, amendment or new documents

At any time before the vendor serves the Conditions Precedent Notice(s), the vendor may:

- (a) change the Disclosure Statement;
- (b) remove a document or plan from registration (**Unnecessary Document**);
- (c) replace a document or plan (**Replaced Document**) with another document or plan (**Replacement Document**); or
- (d) add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Strata Plan (**New Document**).

40.3 Purchaser may rescind

- (a) If the vendor serves a notice in accordance with clause 40.2, the purchaser may rescind this contract in accordance with section 66ZQ of the Act.
- (b) If a notice of rescission is not served by the purchaser in accordance with section 66ZQ of the Act, the change to the Documents or the Disclosure Statement is taken to be amended to in accordance with clause 40.2(a).
- (c) Subject to the Act, if there is any disagreement in connection with clause 40.2, either the vendor or the purchaser may within 10 business days after Completion refer the disagreement to an Expert.

40.4 Variation of the area of the Property

- (a) If the area of the Property in the Plan of Subdivision is smaller by more than 5% but less or equal to 10% than the area of the Property as shown in the Draft Plan of Subdivision (**Minor Variation of Area**), then the vendor and the purchaser agree to vary the price in accordance with the following formula:

$RP = P - P/100 \times RA/OA$

Where

RP means the revised price payable by the purchaser to the vendor under this contract.

P means the price marked on the front page of this contract.

RA means the area of the Property as shown in the Plan of Subdivision.

OA means the original area of the Property as shown in the Draft Plan of Subdivision.

- (b) The vendor and purchaser acknowledge and agree that if the area of the Property is less than 10%, then the purchaser acknowledges and agrees that this is not deemed to be a Material Change.
- (c) The vendor and the purchaser acknowledge and agree that:
 - (i) any Minor Variation of Area is not a Material Change; and
 - (ii) the purchaser must not make a Claim in relation to any matters disclosed in this clause 40.4.

41. Development Activities and selling activities

41.1 Vendor may undertake Development Activities and selling activities

- (a) Both before and after Completion and until the vendor completes the Development and sold lots the Development, the vendor and persons authorised by the vendor may:
 - (i) undertake Development Activities;
 - (ii) conduct selling activities in and about the Development Site (but not the Property);
 - (iii) place and maintain in and about the Development Site (but not the Property) signage including without limitation, directional signs and signs in connection with selling leasing activities; and
 - (iv) place and maintain in and about the Development Site (but not the Property) marketing and sales facilities and equipment including without limitation, offices and other facilities for sales people.
- (b) In exercising its rights under clause 41.1(a), the vendor must cause as little interference as is possible to the purchaser's enjoyment of the Property.

- (c) This clause 41.1 will not merge on Completion and continues in full force and effect until the vendor has completed the Development and sold and leased all lots in the Development.
- (d) The purchaser may not make an Objection arising out of the matters in this clause 41.1 or do any act or thing to restrain the vendor (or its agents) from exercising its rights in this clause 41.1.

42. Purchaser's representations and warranties

42.1 Purchaser's representations

The purchaser represents and warrants that:

- (a) it was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor, or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Property or the view from the Property or about any financial return or income that may be able to be derived from the Property or anything in an advertisement, sales brochure, report or marketing plans or on display either at a display suit or online) except those representations and warranties expressly set out in this contract or implied by law;
- (b) it has relied entirely on its own enquires relating to the Property prior to entering into this contract including the obtaining of independent legal advice;
- (c) it has satisfied itself as to its obligations and rights under this contract; and
- (d) it has inspected all documentation attached to this contract, and is aware of all of the terms of and restrictions and prohibitions contained in the documentation attached to this contract.

42.2 No Objection by purchaser

The purchaser must not make any Objection in respect of a matter disclosed or referred to in this contract or the documentation attached to this contract.

42.3 No merger

This clause does not merge on Completion.

43. Interest on delayed Completion and Notice to Complete

43.1 Interest on delayed Completion

- (a) If the purchaser Completes this contract but does not do so on or before the Completion Date, then on the actual date of Completion, the purchaser must pay interest on:
 - (i) the balance of the price; and
 - (ii) any other amount that the purchaser must pay to the vendor under this contract.
- (b) The purchaser must pay the interest at a rate of 10% per annum calculated daily for the period from and including the day after the Completion Date, up to and including the actual date of Completion.
- (c) Despite Standard Form clause 14, the parties must make adjustments at the earlier of the Completion Date, the date possession is given to the purchaser and the actual date of Completion.
- (d) Payment of interest under this clause 43.1 is an essential term of this contract and is the vendor's genuine pre estimate of the damage suffered by the vendor due to the purchaser's failure to Complete on the Completion Date.
- (e) The purchaser need not pay interest for as long as the purchaser is ready, willing and able to Complete but Completion cannot take place because the vendor cannot Complete.

43.2 Notice to complete

- (a) If the purchaser does not Complete on the Completion Date, the vendor may give to the purchaser a notice to Complete which provides for Completion at least 10 business days after service of that notice. The purchaser acknowledges and agrees that 10 business days is a reasonable period of time for such a notice.
- (b) If the vendor has served a notice to complete, the vendor may at any time:
 - (i) withdraw the notice to Complete by further notice to the purchaser and at the vendor's option, issue a further notice to Complete; or
 - (ii) unilaterally extend the time allowed by the notice to Complete, with such extended time remaining of the essence of the notice to Complete and this contract.
- (c) The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge or outgoing, which charge or outgoing will be paid or removed on Completion.

- (d) Without limiting any other provision of this contract, the vendor is not required to remove any charge on the Land for any outgoing if it will be discharged on or prior to Completion.

43.3 Additional Charges

- (a) The purchaser acknowledges and agrees that the following additional charges must be paid on Completion (where applicable):
 - (i) \$330.00 if the vendor issues a notice to complete in accordance with clause 43.2;
 - (ii) \$110.00 if the purchaser cancels a booking for Completion or fails to Complete this contract at a scheduled Completion booking, such that a second or subsequent Completion booking is required. This amount is payable for each cancelled booking or where a booking does not result in Completion; and
 - (iii) \$110.00 for the vendor to assist in the replacement of a Bank Guarantee.
- (b) It is an essential provision of this contract that the amounts specified in clause 43.3(a) are paid on Completion in addition to all other moneys required to be paid by the purchaser under this contract at that time.

44. Council and land tax

44.1 Council rates

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

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at Completion; and
- (b) on Completion the purchaser must adjust the amount referred to in Schedule 3 and in accordance with clause 14.

44.2 Land tax

If, at Completion, a separate assessment for land tax in respect of the Property for the year current at Completion has not been issued, land tax is to be calculated as the area of the Property over the area of the Land or such other area which is owned by the vendor in Leppington.

44.3 Completion between January and March of each year

- (a) In the event Completion occurs between 1 January and 1 March of any year, the purchaser must accept from the vendor an undertaking to pay any

outstanding land tax payable and must not require the vendor to clear any outstanding land tax on or before Completion.

- (b) If as a result of the purchaser's breach or an extension requested by the purchaser, completion of this contract takes place on a date that is after 31 December immediately following the original Completion Date then:
 - (i) the purchaser's breach or extension will result in an increase in the vendor's land tax assessment for the land tax year following the original Completion Date as a result of the property continuing to be included in the vendor's total landholdings in the State of New South Wales; and
 - (ii) the additional land tax that the vendor will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the vendor as a direct result of the purchaser's breach or extension in respect of which the vendor is entitled to compensation or reimbursement from the purchaser.
- (c) If this clause applies then on completion, in addition to the balance of the price and any other money payable to the vendor under this contract, the purchaser must pay to the vendor as compensation or reimbursement on account of the additional land tax being incurred by the vendor, an amount equal to 1.7% of:
 - (i) the taxable value of the property (as defined in the *Land Tax Management Act 1956* (NSW) for each relevant land tax year(s); or
 - (ii) if there is no separate unimproved value for the property for any Land Tax Year(s), the amount reasonably determined by the vendor as the estimated taxable value for the relevant land tax year(s) (being an amount no greater than the price).
- (d) If the additional land tax payable by the vendor under clause 44.3(d) is less than the amount paid by the purchaser under clause 44.2, the vendor must refund the difference to the purchaser within 21 days of the vendor receiving notice of assessment of land tax payable for the Land.

44.4 **Payment by vendor**

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

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

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

45. Agent

45.1 Warranty by purchaser

- (a) The purchaser has dealt only with the agent(s) nominated in this contract.
- (b) The purchaser warrants that it has not dealt with another real estate agent in relation to the Property in a way that may give rise to a Claim against the vendor for agent's commission or expenses in respect of the sale effected by this contract.

45.2 Indemnity by purchaser

- (a) The purchaser indemnifies the vendor against any Claim arising out of a breach of the purchaser's warranty contained in clause 45.1(b).
- (b) This clause 45.2 does not merge on Completion.

46. Death, incapacity or insolvency

46.1 Vendor's right to rescind

The vendor may rescind this contract, if the purchaser is an individual who and where there is more than one, either purchaser:

- (a) dies; or
- (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

46.2 Vendor's right to terminate

- (a) The vendor may terminate this contract if:
 - (i) the purchaser is an individual and is declared bankrupt or enters into any scheme with, or makes any assignment of this estate for the benefit of, the purchaser's creditors;
 - (ii) if the purchaser is a company, which:
 - (A) resolves to go into liquidation;
 - (B) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
 - (C) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* or similar legislation; or
 - (D) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

- (b) If anything in clause 46.2(a) occurs, then the purchaser has failed to comply with an essential provision of this contract.

46.3 **Vendor's rights not affected**

The vendor may rescind or terminate this contract under this clause 46, without affecting any of its other rights.

47. Entries or notations on folios of register

47.1 **Notations on title**

The purchaser is aware that entries or notations in or substantially in the form set out in Part 1 of Schedule 5 together with other entries or notations are or may be on the folio of the register for the Property.

47.2 **No Objection by purchaser**

The purchaser may not make any Objection because of the matters specified in clause 47.1 or of any departure on the terms of the documents giving rise to the entries or notations specified in Schedule 5.

48. Personal Property Securities Act 2009 (PPSA)

The vendor discloses and the purchaser acknowledges and agrees that on Completion the vendor may be subject to charge(s) or notifications under the Personal Property Securities Act 2009. The purchaser cannot require the vendor to take any action in relation to such charge or notification.

49. Guarantee and indemnity

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

50. Caveat by purchaser

50.1 **Purchaser prohibited to lodging caveat**

Subject to clause 50.2 the purchaser must not lodge a caveat on any folio of the certificate of title for the Land.

50.2 Purchaser may lodge a caveat after registration of Plan of Subdivision

- (a) The purchaser may lodge a caveat on the folio of the register for the Property after the issue of the certificate of title for the Property.
- (b) If a caveat is lodged by or on behalf of the purchaser in accordance with clause 50.2(a), any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the register for the Property, the purchaser must Complete this contract despite the caveat.

51. Requisitions on title

The purchaser is not permitted to make or submit any requisition on title.

52. Resale

52.1 Vendor's consent to resell

Subject to clause 52.2, the purchaser warrants to the vendor that it will not without the vendor's prior written consent (such consent to be withheld at the vendor's sole discretion):

- (a) advertise or offer to sell or otherwise dispose of its interest or any part of its interest in the Property; or
- (b) enter into, or purport to enter into, any contract, deed or agreement to sell or otherwise dispose of its interest or any part of its interest in the Property (whether by way of contract for sale, call option, put option, put and call option or any other arrangement);

to any other person before Completion of this contract.

52.2 Conditions of consent

- (a) If the vendor gives consent for the purchaser to advertise or offer to sell the Property or enter into or purport to enter into, any contract, deed or agreement to sell the Property (whether by way of contract for sale, call option, put option, put and call option or any other arrangement) to sell or otherwise dispose of its interest or any part of its interest in the Property, the following conditions apply:
 - (i) any advertising or marketing material intended to be used for the sale of the Property by the purchaser must be in accordance with the standard, quality and look of the advertising and marketing material used by the vendor for the sale of other lots in the Development;

- (ii) copies of the proposed advertising and marketing material to be used by the purchaser must first be submitted to the vendor for the vendor's prior written approval;
- (iii) the purchaser will not use any advertising or marketing material for the sale of the Property which has been used by the vendor for the sale of other lots in the Development;
- (iv) no signage will be placed on the Property by the purchaser or its agent(s) or anyone on behalf of the purchaser; and
- (v) the advertising, marketing and/or sale of the Property must not or not be likely to detrimentally affect the vendor's sale of other lots in the Development or for the vendor to obtain any finance for the Development.

52.3 If the purchaser does not comply with clauses 52.1 and/or clause 52.2 (as the case may be), the vendor may sue the purchaser for damages or exercise its rights under clause 9 of this contract.

53. Assignment by Vendor to Third Party Vendor

53.1 Vendor permitted to transfer to Third Party Vendor

The purchaser acknowledges and agrees that the vendor may transfer the Property or the Land to a Third Party Vendor prior to Completion.

53.2 If vendor transfers to Third Party Vendor

- (a) If the vendor transfers the Property or the Land to a Third Party Vendor, the vendor must give to the purchaser written notice to that effect, such notice to include the name of the Third Party Vendor.
- (b) If the vendor gives to the purchaser a notice in accordance with clause 53.2(a):
 - (i) the purchaser agrees to the transfer of the Property or the Land to the Third Party Vendor in accordance with this clause 53.2;
 - (ii) the purchaser agrees to the vendor novating the vendor's rights and obligations under this contract to the Third Party Vendor; and
 - (iii) the purchaser must accept on Completion a transfer of the Property in registrable form duly executed by the Third Party Vendor.
- (c) If required by the vendor, the purchaser must enter into a deed of novation to novate the vendor's rights and obligations under this contract from the vendor to the Third Party Vendor in accordance with the following provisions:
 - (i) the vendor must, at its Cost (up to \$200.00 plus GST), prepare the deed of novation;

- (ii) the vendor and the purchaser must sign the deed of novation within 5 business days from the date the deed of novation is issued by the vendor; and
- (iii) the deed of novation must contain a provision releasing the vendor from all of the vendor's obligations under this contract.

54. Foreign Resident Capital Gains Withholding

54.1 Definitions and interpretation

In this special condition 54:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Act have the same meaning in this clause 54 unless the context otherwise requires;
- (b) a reference to a section of the Act is a reference to a section of Schedule 1 in the Act unless otherwise expressed;
- (c) **Act** means the *Taxation Administration Act 1953* (Cth);
- (d) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Act;
- (e) **Commissioner** means the Commissioner of Taxation;
- (f) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and
- (g) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Act or an amount varied under section 14-235 of the Act.

54.2 Application

This clause 54 applies if the Purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Act.

54.3 Vendor's status

The vendor is a foreign resident for the purposes of this clause 54 unless the vendor gives the purchaser a Clearance Certificate before Completion. The specified period in the Clearance Certificate must include the actual date of Completion.

54.4 Vendor's obligation

The vendor must provide the purchaser with the following items:

- (a) all necessary information that the purchaser requires in order to comply with the purchaser's obligation to pay the Withholding Amount under section 14-200 of the Act. This information must be provided to the purchaser within 5 business

days after receiving a request from the purchaser. For this purpose, the vendor warrants that the information the vendor provides is true and correct; and

any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Act before Completion.

54.5 **Withholding amount**

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

54.6 **Purchaser's obligations**

- (a) The purchaser must:
 - (i) engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 54;
 - (ii) as soon as reasonably practicable after Completion, procure its Representative to:
 - (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 54;
 - (B) promptly provide the vendor with proof of payment; and
 - (C) otherwise comply, or ensure compliance, with this clause 54, despite:
 - (D) any contrary instructions, other than from both the purchaser and the vendor in writing; and
 - (E) any other provision in this contract to the contrary.
- (b) The Representative will be taken to have complied with its obligations in special clause 54.6(a) if in the case of Completion being conducted through the electronic conveyancing system:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

- (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

54.7 Penalties

The purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the vendor failing to pay the purchaser the amount of any difference as required under clause 54.5.

55. GST

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

56. GST Withholding

56.1 Interpretation

In this clause 56, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

56.2 Vendor's Notice

If the property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the vendor will, before Completion, provide a written notice to the purchaser stating:

- (a) whether the purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the property; and
- (b) if the purchaser is required to make a payment referred to in clause 56.2(a):
 - (i) the name and ABN of the supplier;
 - (ii) the GST Withholding Amount;
 - (iii) when the GST Withholding Amount is required to be paid;
 - (iv) where some or all of the consideration for the supply of the property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
 - (v) any other information required by law.

56.3 Withholding

- (a) This clause 56.3 applies if the purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this contract.
- (b) The vendor irrevocably directs the purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:
 - (i) the purchaser must provide the GST Cheque to the vendor on or before Completion; and
 - (ii) on Completion, or within such further period as may be allowed by the Commissioner, the vendor must give the GST Cheque to the Commissioner.
- (c) If Completion is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the vendor and the purchaser will be taken to have complied with clause 56.3(b) if the electronic settlement schedule within the electronic workspace used for Completion specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

56.4 No Effect on Other Terms

Except as expressly set out in this clause 56, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the property.

57. Stamp duty

57.1 Payment of stamp duty

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

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

57.2 Indemnity by purchaser

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

58. Development Site

58.1 Development of Development Site

- (a) The vendor makes no representations nor gives any warranties (whether expressed or implied) in relation to the future development of the Development Site. The purchaser acknowledges that any statements, representations or other information made or provided by the vendor or a representative of the vendor in relation to the proposed future development of the Development Site:
 - (i) represent the vendor's current vision for the development of the Development Site and are subject to change; and
 - (ii) are not promises or representations that particular land will be developed at a particular time, or for a particular use, or will be developed at all.
- (b) The purchaser represents to the vendor that in entering into this contract and purchasing the Property, it has not relied on any statements, representations or other information made or provided by the vendor or the representatives of the vendor in relation to the proposed future development of the Development Site in deciding to enter into this contract and acknowledges that the future development of the Development Site is within the absolute discretion of the vendor.

58.2 Development of Adjacent Land

- (a) The purchaser must not prevent or take action to prevent the following:
 - (i) the vendor and/or the vendor's associated entities carrying on or not carrying on development of the Adjacent Land; and
 - (ii) the vendor and/or the vendor's associated entities seeking any approval or consent for development of Adjacent Land,

provided the vendor and/or the vendor's associated entities are complying with all laws relating to the development of the Adjacent Land.

- (b) The obligations of the purchaser under this clause 58.2 extend to third parties acting on behalf, or at the direction of the purchaser.

58.3 **Minimise interference**

If the vendor and/or the vendor's associated entities carry out any works on any Adjacent Land they must cause as little inconvenience to the Purchaser as is reasonably practicable in the circumstances.

58.4 **No objection**

Subject to the provisions of this contract the purchaser must not Object to the vendor and/or the vendor's associated entities' development of the Development Site, the Adjacent Land or to any of the matters raised in this clause 58.

59. **Entire agreement**

- 59.1 This contract constitutes the entire agreement of the parties about the sale of the Property.
- 59.2 This contract supersedes all previous agreements, understandings and negotiations on the sale of the Property.
- 59.3 This contract may be amended or varied by written memorandum signed by both the vendor and purchaser.

60. **Certain provisions apply after Completion**

The provisions of this contract that are on their terms intended to have application after Completion continue to apply despite Completion.

61. **Exercise of certain rights to rescind**

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

62. **Governing law, jurisdiction and service of process**

- 62.1 This contract is governed by the law enforced in New South Wales.

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

63. Part IV Conveyancing Act 1919

- 63.1 The purchaser acknowledges the specific disclosure by the vendor in the Certificate of the environmental planning instrument affecting the property and that the purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the land to which those instruments relate.
- 63.2 Where the information, express or implied, contained in the Certificate is inconsistent with the Disclosures in this clause, the Disclosures in this clause prevail to the extent of the inconsistency.
- 63.3 The purchaser may not, subject to anything to the contrary in Part IV of the Act, make any Objection because of anything referred to in the Certificate.
- 63.4 If the purchaser makes any claim that this contract does not comply with the requirements of Part IV of the Act the purchaser bears the onus of establishing that this contract does not comply with the requirements.

64. Electronic Completion

64.1 **Electronic Completion**

- (a) The vendor and purchaser acknowledge and agree that this is an Electronic Completion which will be conducted in an Electronic Workspace created by the vendor.
- (b) The vendor must create an Electronic Workspace in relation to this contract and invite the purchaser within a reasonable period prior to the Completion Date.
- (c) As soon as reasonably practicable after accepting an invitation from the vendor to join the Electronic Workspace, the purchaser must invite the Purchaser's Financial Institution (if any) to join the Electronic Workspace.

64.2 **Conduct of Parties**

- (a) Each party must:

- (i) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
 - (ii) do all things necessary to effect the Electronic Settlement in accordance with this contract.
- (b) A party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- (c) In the event that the purchaser changes its Representative, the purchaser must:
- (i) ensure that the purchaser's Representative immediately withdraws from the Electronic Workspace;
 - (ii) provide the vendor with the contact details for the purchaser's replacement Representative; and
- (d) ensure that the purchaser's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.
- (e) The vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 64.2(b) to (d).

64.3 **Completion Time**

- (a) As soon as reasonably practicable after the vendor has created the Electronic Workspace, the vendor must nominate the Completion Time.
- (b) If the parties cannot agree on the Completion Time, the Completion Time to deemed to be 12.00pm.

64.4 **Party must not terminate this contract**

A Party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Completion.

64.5 Standard provisions

In respect of an Electronic Completion:

- (a) the purchaser is taken to have complied with clause 4.1 of the Standard Conditions by preparing and Digitally Signing an electronic transfer in the Electronic Workspace at least 7 days before the Completion Date;
- (b) the vendor is taken to have complied with clause 16.1 of the Standard Conditions if, at settlement, the Electronic Workspace contains:
 - (i) the electronic transfer which has been Digitally Signed by the vendor; and
 - (ii) any other electronic document which is required to be provided by the vendor for the electronic lodgement of the transfer in the NSW Land Registry Services;
- (c) clauses 16.5, 16.8, 16.11, 16.12 and 16.13 do not apply; and
- (d) if there is any Access Device, the purchaser may collect the Access Device from the vendor or the Vendor's Representative (as applicable) after completion.

64.6 Completion

- (a) The purchaser acknowledges and agrees that the vendor is not required to provide the purchaser with the original certificate of title for the property.
- (b) Completion occurs when the Electronic Workspace records that Financial Completion has occurred.
- (c) If completion does not occur at the Completion Time, the parties must do all things reasonably necessary to effect completion electronically on the same day or on the next business day.
- (d) No party is in default under this contract, if completion does not occur at the Completion Time because a computer system operated by the NSW Land Registry Services, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Bank involved in the transaction is inoperative.
- (e) In the event that the computer system operated by the NSW Land Registry Services is inoperative at the Completion Time, the parties agree to proceed to Financial Completion notwithstanding the unavailability of electronic lodgement with the NSW Land Registry Services.
- (f) Each party must pay its own fees and charges in connection with the Electronic Completion including any fees and charges payable to PEXA or the NSW Land Registry Services.

64.7 Inconsistency

To the extent there is any inconsistency between this clause 64, the Standard Conditions and any other clause of this contract, this clause 64 prevails over the Standard Conditions and any other clause to the extent of the inconsistency.

64.8 Definitions

In this clause 64:

Access Device means:

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

Completion Time means the time of day on the Completion Date when the Electronic Completion is to occur, as nominated in accordance with clause 64.3 or otherwise agreed by the parties.

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

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

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

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

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

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

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

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

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

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

Purchaser's Financial Institution means the financial institution who is providing money to the purchaser to complete this contract.

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

65. Foreign Resident Capital Gains Withholding

65.1 Definitions and interpretation

In this special condition 65:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Tax Act have the same meaning in this clause 65 unless the context otherwise requires;
- (b) a reference to a section of the Tax Act is a reference to a section of Schedule 1 in the Tax Act unless otherwise expressed;
- (c) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Tax Act;
- (d) **Commissioner** means the Commissioner of Taxation;
- (e) **Representative** means a registered legal practitioner or conveyancer (as the case may be);
- (f) **Tax Act** means the *Taxation Administration Act 1953* (Cth); and
- (g) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Tax Act or an amount varied under section 14-235 of the Tax Act.

65.2 Application

This clause 65 applies if the Purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Tax Act.

65.3 Vendor's obligation

The vendor must provide the purchaser with the following items:

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

65.4 Withholding amount

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

65.5 Purchaser's obligations

- (a) The purchaser must:
 - (i) engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 65;
 - (ii) as soon as reasonably practicable after Completion, procure its Representative to:
 - (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 65;
 - (B) promptly provide the vendor with proof of payment; and
 - (C) otherwise comply, or ensure compliance, with this clause 65, despite:
 - (D) any contrary instructions, other than from both the purchaser and the vendor in writing; and
 - (E) any other provision in this contract to the contrary.
- (b) The Representative will be taken to have complied with its obligations in special clause 65.6(a) if in the case of Completion being conducted through the electronic conveyancing system:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

65.6 Penalties

The purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the vendor failing to pay the purchaser the amount of any difference as required under this clause 65.

66. Expert Determiner

If a disagreement under this contract is referred to an Expert Determiner, then:

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

67. Purchaser as Trustee

67.1 Purchaser Warranty

- (a) Unless disclosed on the contract front page, the purchaser warrants that it is not entering into this contract as a trustee of a trust.
- (b) In the event the purchaser is a trust of a trust this clause 66 applies.

67.2 Trustee Warranty

If the purchaser enters into this contract as a trustee, the purchaser represents and warrants to the vendor that:

- (a) it is the only trustee of the Trust;
- (b) no action has been taken or is proposed to remove it as trustee of the Trust;
- (c) it has power under the Trust Deed to enter into and comply with its obligations under this contract;
- (d) it has in full force and effect the authorisations necessary to enter into this contract, perform obligations under them and allow them to be enforced (including under the Trust Deed and its constitution (if any));

- (e) it has the right to fully indemnify out of the assets of the Trust in respect of obligations incurred by it under this contract and will exercise that right of indemnity;
- (f) it will not take any step to limit its right of indemnity and will not permit the Trust Deed to be amended to limit such right of indemnity;
- (g) the assets of the Trust are sufficient to satisfy any right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the assets of the Trust;
- (h) it is not, and never has been, in default under the Trust Deed;
- (i) no action has been taken or is proposed to terminate the Trust;
- (j) the Trust has the financial capacity and capability to complete this contract or to obtain finance in order to enable completion of this contract;
- (k) it and its directors and other officers have complied with their obligations in connection with the Trust; and
- (l) it has carefully considered the purpose of this contract and considers that entry into this contract is for the benefit of the beneficiaries and the terms of this contract are fair and reasonable.

Schedule 1 Vendor's Disclosures

1. Development

The vendor discloses the following about the Development and subdivision of the Development Site as at the contract date:

- (a) the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and the Adjacent Land and may do so in stages;
- (b) the vendor intends to register the following plans:
 - (A) a plan of subdivision of Land creating proposed lot 1128 in an unregistered plan of subdivision (**Lot 1128**);
 - (B) a plan of subdivision of Lot 1128 creating proposed lot 2023 in an unregistered plan of subdivision (**Lot 2023**);
 - (C) a plan of subdivision of Lot 2023 creating the Property,
(Preliminary Plan(s));
- (c) the vendor may combine one or more Preliminary Plans to create the Property;
- (d) as at the contract date, the vendor intends to procure the registration of the Documents generally on the terms of the relevant Disclosure Documents;
- (e) the vendor does not warrant the accuracy or completeness of any document referred to in Schedule 4, that the Documents will be the same as the Disclosure Documents or that the Disclosure Documents will not change;
- (f) all measurements, lot number, easements, restrictions and other encumbrances (or lack thereof) as shown on the Disclosure Documents are provisional only and are subject to the approval of the Council, any other relevant Authority or the Registrar General;
- (g) the vendor may make such amendments, alterations, additions, modifications or deletions to the Disclosure Documents and the Documents as deemed necessary or desirable to obtain the consent of the Council, any other relevant Authority;
- (h) the number or configuration of the lots in the Plan of Subdivision as registered may vary from the number or configuration of lots as shown in the Draft Plan of Subdivision;
- (i) easements, restrictions on use or positive covenants may be imposed or required by Council or any other relevant Authority which are not disclosed in this contract; and
- (j) the Property number and/or address of the Property at Completion may be different from the address of the property referred to in this contract.

2. Service Providers

The vendor discloses:

- (a) it may be necessary to make changes to the Disclosure Documents attached to this contract to meet the requirements of Council, Service Providers or an Authority;
- (b) arrangements with Service Providers for the provision of services to the Property may not have been concluded as at the contract date;
- (c) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits; and
- (d) if a Service Provider requires one or more electrical substations to be established, the area of the electrical substations (of the size and location as required by Service Provider) may be dedicated, leased or encumbered by easement rights in favour of the Service Provider.

3. Fencing

The vendor discloses that the vendor is not providing fencing for the property and is not required to contribute to the cost of fencing the Property, even though the vendor may own land adjoining the Property.

4. Services and utilities

The vendor discloses that:

- (a) the vendor intends to construct a private sewerage system adjoining the Development Site;
- (b) the vendor may lay pipes and other conduits for the provision of water, sewerage, drainage, gas, electricity and other services and such services may require the creation of easements, restrictions on the use of land and/or positive covenants being registered on the property;
- (c) the exact position of the private sewerage system has not as at the contract date been determined;
- (d) the purchaser takes the Property subject to the water, sewerage, drainage, gas, electricity and other installations of services (including such easements, restrictions on the use of land and positive covenants) existing on Completion (if applicable); and
- (e) specifically, the purchaser cannot make any Objection:
 - (i) because any connection or supply passes through any other property;
 - (ii) because any connection or supply to any other property passes through the Property;

- (iii) because any water or sewerage main or any underground or surface stormwater pipe passes through over or under the Property or any part of it; or
- (iv) because any sewer manhole or vent is located on the Property or any part of it.

5. Effect of Disclosures

- (a) In this Schedule 1, the vendor discloses some of the Disclosures. The Disclosures reflect the vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in this contract, the Disclosures do not impose obligations on the vendor any obligation to effect those proposals and concepts and nor do the Disclosures restrict the vendor from varying those proposals and concepts.
- (b) The purchaser acknowledges the Disclosures. The purchaser shall not be entitled to make any Objection because of any Disclosure in this Schedule 1 or elsewhere in this contract.

Schedule 2 Sunset Date (clause 38.2)

31 December 2021

Schedule 3 Rates (clause 44)

Item 1	Council Rates:	\$2,000.00	per annum
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Schedule 4 Documents

1. Plan of Subdivision
2. Subdivision Plan Instrument
3. Preliminary Plans.

Schedule 5 Entries or Notations on Folios of Register (clause 47)

Part 1

1. Reservations and conditions in the Crown Grants.
2. Interests recorded on folio of the Register of the Property
3. Easements (if any); Restrictions on Use (if any), Positive Covenants (if any), created by the documents contemplated to be registered by this contract, including the attached documents.
4. Plan of Subdivision

Schedule 6 Guarantee and Indemnity (clause 49)

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

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

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

Signed, sealed and delivered by
in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Schedule 7 Index of Attachments

1. Draft Plan of Subdivision
2. Draft Section 88B Instrument
3. Preliminary Plans.
4. Title search for the Land
5. Deposited Plan for the Land
6. Registered dealings (if any)
7. Certificate pursuant to s10.7 of the *Environmental Planning and Assessment Act 1979* for the Development Site.
8. Letter from Sydney Water
9. Sewerage reference sheet.
10. Tax Declaration.

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DRAFT</p> <p style="text-align: center;">REVISION [00] DATE: 09/09/2020</p>	
<p>PLAN OF SUBDIVISION OF LOT 2023 D.P.</p>	<p>LGA: CAMDEN</p> <p>Locality: LEPPINGTON</p> <p>Parish: COOK</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, ANTHONY RICHARD THOMAS of CRAIG & RHODES PTY LTD 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 Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan(*being/*excluding **.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, 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:</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature:Dated:</p> <p>Surveyor Identification No: 247 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Plans used in the preparation of survey/compilation.</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>PLAN NOT FOR NSW LRS INVESTIGATION</p> </div>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 026-17-ST3</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:

PLAN OF
SUBDIVISION OF LOT 2023 D.P.

Subdivision Certificate number:

Date of Endorsement:

DRAFT

REVISION [00] DATE: 09/09/2020

This sheet is for the provision of the following information as required:

- 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 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO
CREATE:-

1. RESTRICTION ON USE OF LAND

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

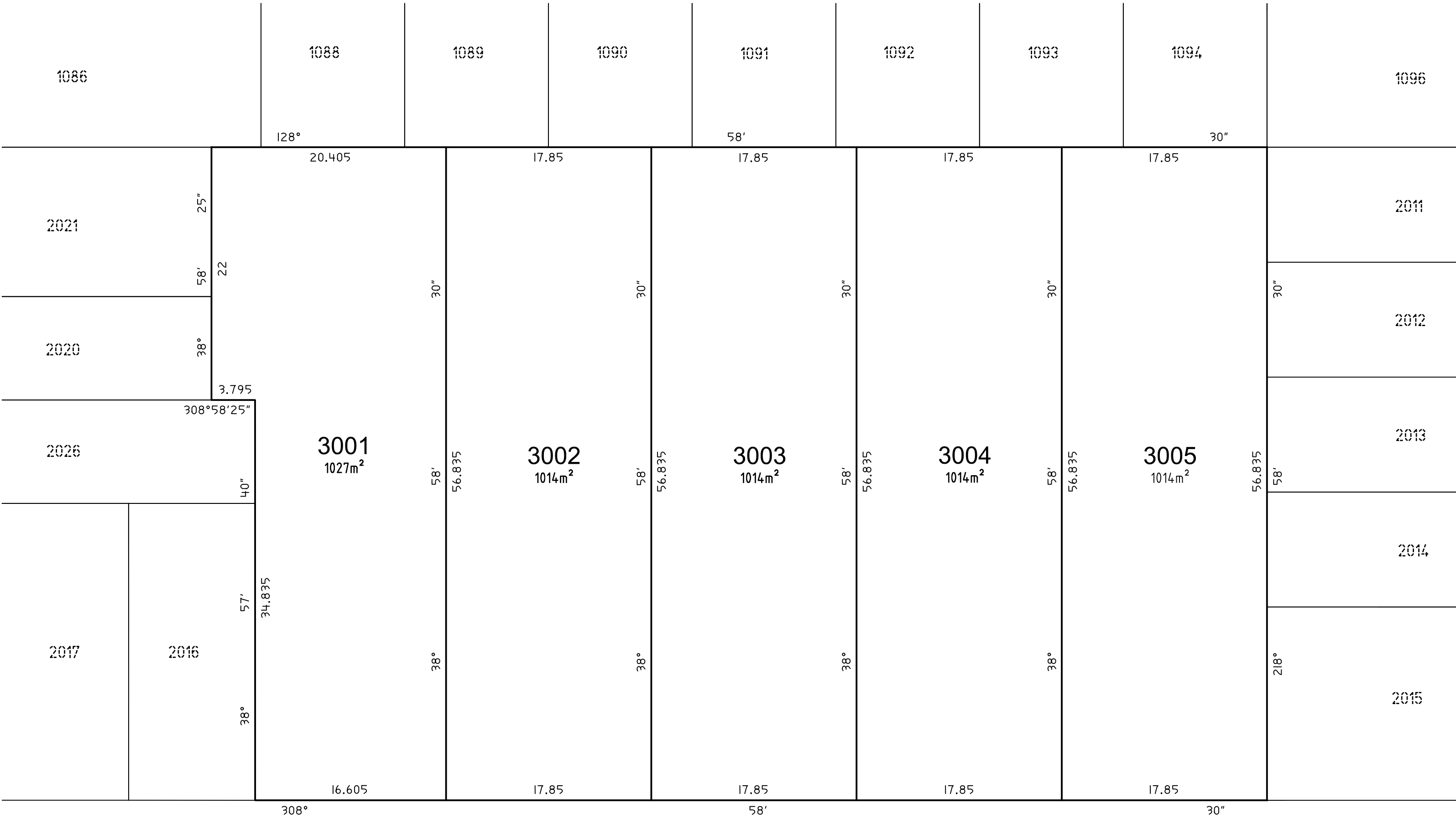
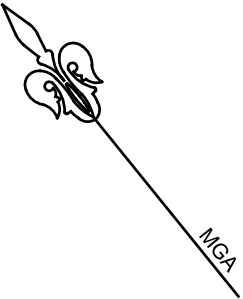
SCHEDULE OF LOTS & ADDRESSES

STREET	ADDRESSES	NOT	AVAILABLE
--------	-----------	-----	-----------

**PLAN NOT FOR NSW
LRS INVESTIGATION**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 026-17-ST3



PLAN NOT FOR NSW
LRS INVESTIGATION

PRELIMINARY PLAN ONLY LOT
DIMENSIONS AND AREAS SUBJECT
TO SURVEY & REGISTRATION OF
THE FINAL PLAN AT NSW LRS

PROPOSED EASEMENT LOCATIONS ARE INDICATIVE
ONLY & SUBJECT TO DEVELOPMENT CONSENT,
DETAILED DESIGN, CONSTRUCTION, SURVEY &
REGISTRATION OF THE FINAL PLAN AT NSW LRS

PLUTO

(14.4 WIDE)

AVENUE

<div>SURVEYOR</div> <div>Name: ANTHONY RICHARD THOMAS</div> <div>Date: ----</div> <div>Reference: 026-17-ST3</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 2023 D.P.</div>	<div>LGA: CAMDEN</div> <div>Locality: LEPPINGTON</div> <div>Reduction Ratio: 1: 300</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>D.P. DRAFT</div> <div>REVISION [00] DATE: 09/09/2020</div>
--	--	--	-----------------------	---

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

Lengths are in Metres

Sheet 1 of 4 Sheets

Plan:

Plan of Subdivision of Lot 2023 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

<u>Full Name and address of Proprietor of land:</u>	Leppington Garden Pty Ltd (ACN 620 504 387) Unit 1201 179 Elizabeth Street Sydney NSW 2000
---	--

Part 1 (Creation)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Restriction On The Use of Land	3001 to 3005 inclusive	Camden Council

APPROVED BY CAMDEN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 026-17-ST3 v01

Lengths are in Metres

Sheet 2 of 4 Sheets

Plan:

Plan of Subdivision of Lot 2023 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2

Terms of easement, profit à prendre, positive easement or positive covenant numbered 1 in the plan.

No further construction works that include earthworks, imported fill, landscaping, roads, buildings and associated infrastructure is to take place on the burdened lot unless in accordance with the management strategies as contained within the Salinity management Plans within the report titled "Report Salinity Management Plan: Proposed Residential Subdivision 35 & 45 Byron Road and 36 and 46 Rickard Road Leppington, prepared by Network Geotechnics, Ref No G09/2606-B, Dated 12 January 2018.

The Authority whose consent is required to release, vary or modify the terms of the restriction numbered 1 in the plan is Camden Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

APPROVED BY CAMDEN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 026-17-ST3 v01

Lengths are in Metres

Sheet 3 of 4 Sheets

Plan:

Plan of Subdivision of Lot 997 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

EXECUTED by Leppington Garden Pty Ltd
(ACN 620 504 387)
In accordance with section 127 (1) of the
Corporations Act:)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

APPROVED BY CAMDEN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 026-17-ST3 v01

Lengths are in Metres

Sheet 4 of 4 Sheets

Plan:

Plan of Subdivision of Lot 997 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Camden Council by its authorised delegate pursuant to s.377 of Local Government Act
1993 No 30 _____
(name of delegate)

.....
Signature of Delegate

.....
Name of Delegate (print)

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

.....
Signature of Witness

.....
Name of Witness (print)

.....
Address of Witness

APPROVED BY CAMDEN COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 026-17-ST3 v01



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 44A/8979

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2020	2:21 PM	7	4/10/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 44A IN DEPOSITED PLAN 8979
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP8979

FIRST SCHEDULE

LEPPINGTON GARDEN PTY LTD (T AN758767)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A822502 COVENANT
- 3 DP1242183 EASEMENT TO DRAIN WATER 58 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN DP1242183
- 4 AN758768 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1263331 PP DP1263332 PP DP1263334.

*** END OF SEARCH ***

ashan

PRINTED ON 7/9/2020

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 29/03/2018 05:12

Order No. 50192014

Certificate No: 79071089

Your Reference: Stage 2 Byron Estate

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 8979

Available: Y

Size (KB): 460

Number of Pages: 5

Scan Date and Time: 01/08/1997 11:39

© Office of the Registrar-General 2018

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

PLAN

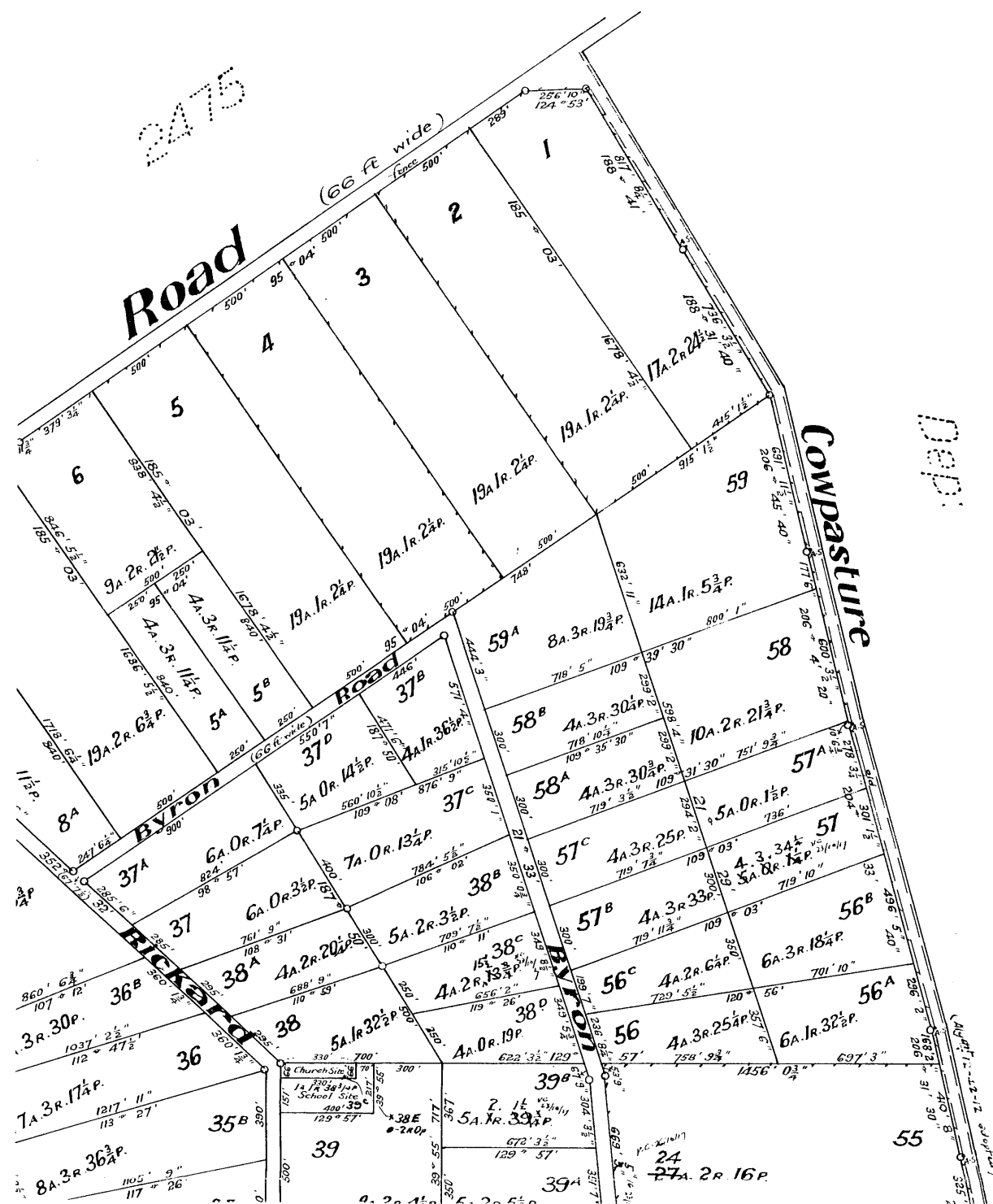
OF PART OF _____

ESTATE

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

 COUNTY OF CUMBERLAND

500 feet to an Inch _____





Shire of Nepean

PLAN

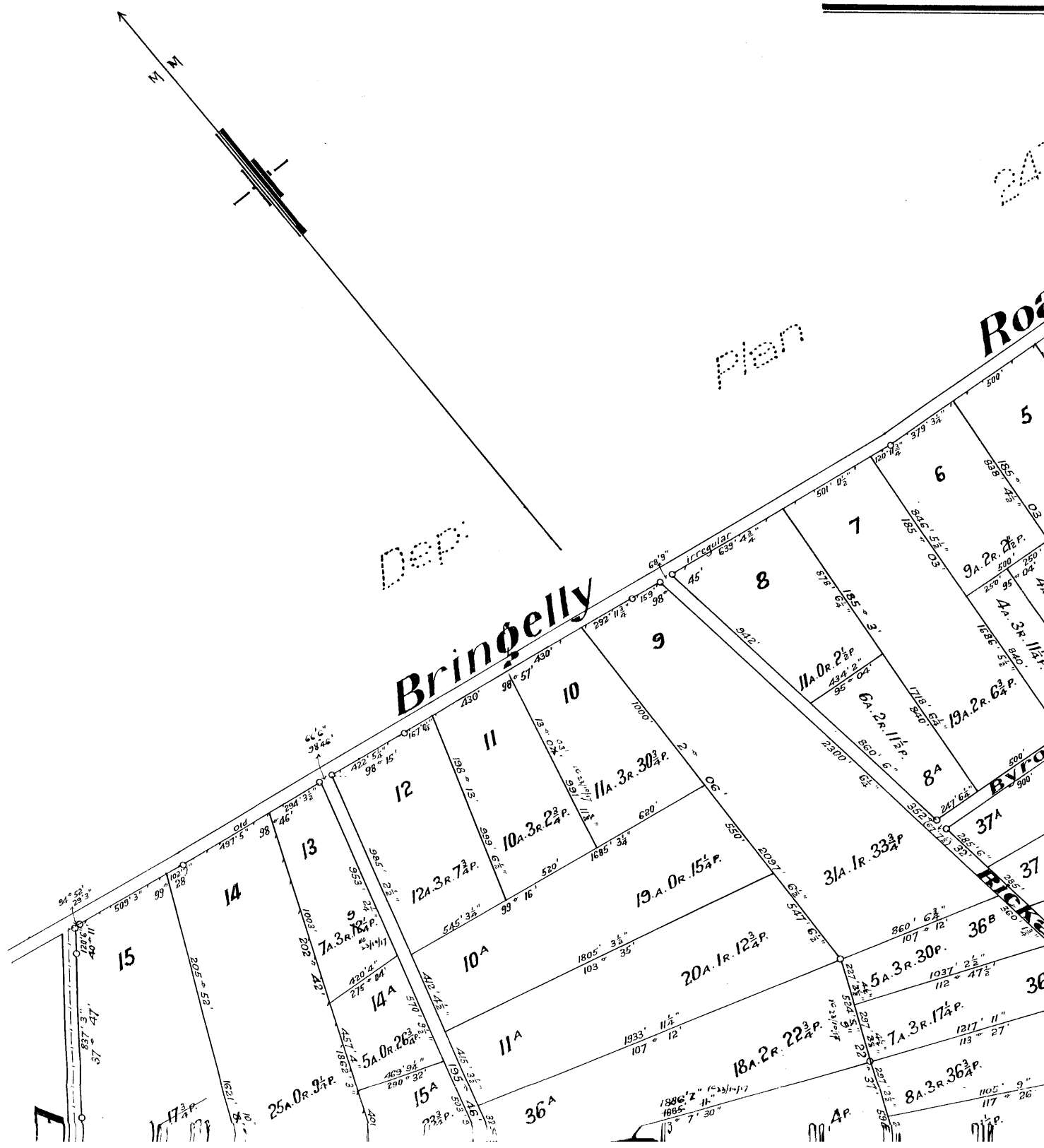
OF PART OF

RABY ES

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

PARISH OF COOK__COUNTY

Scale 500 feet to a



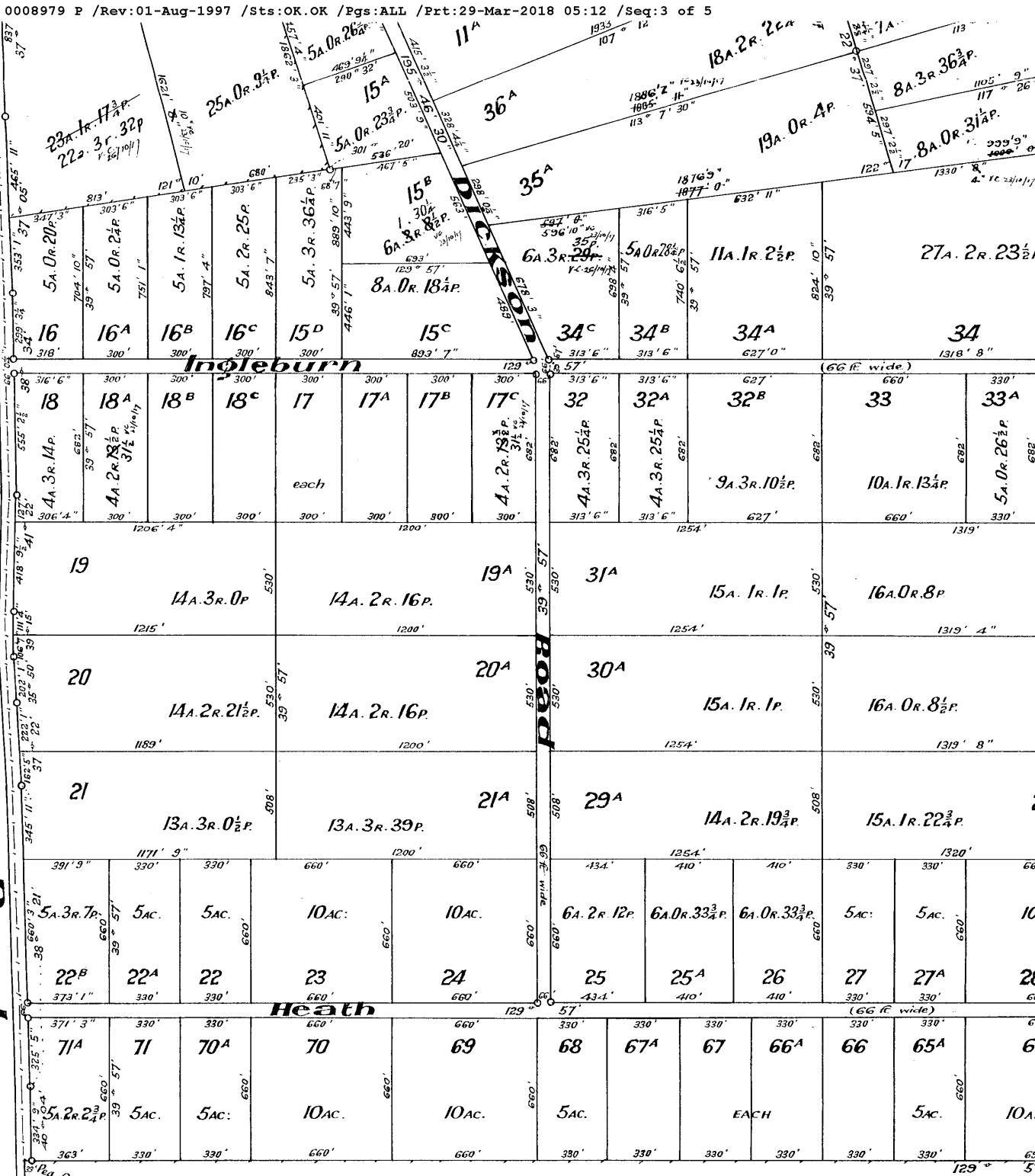
Eastwood

Apportion

14467

Road

(66 ft wide)



2

Dep:

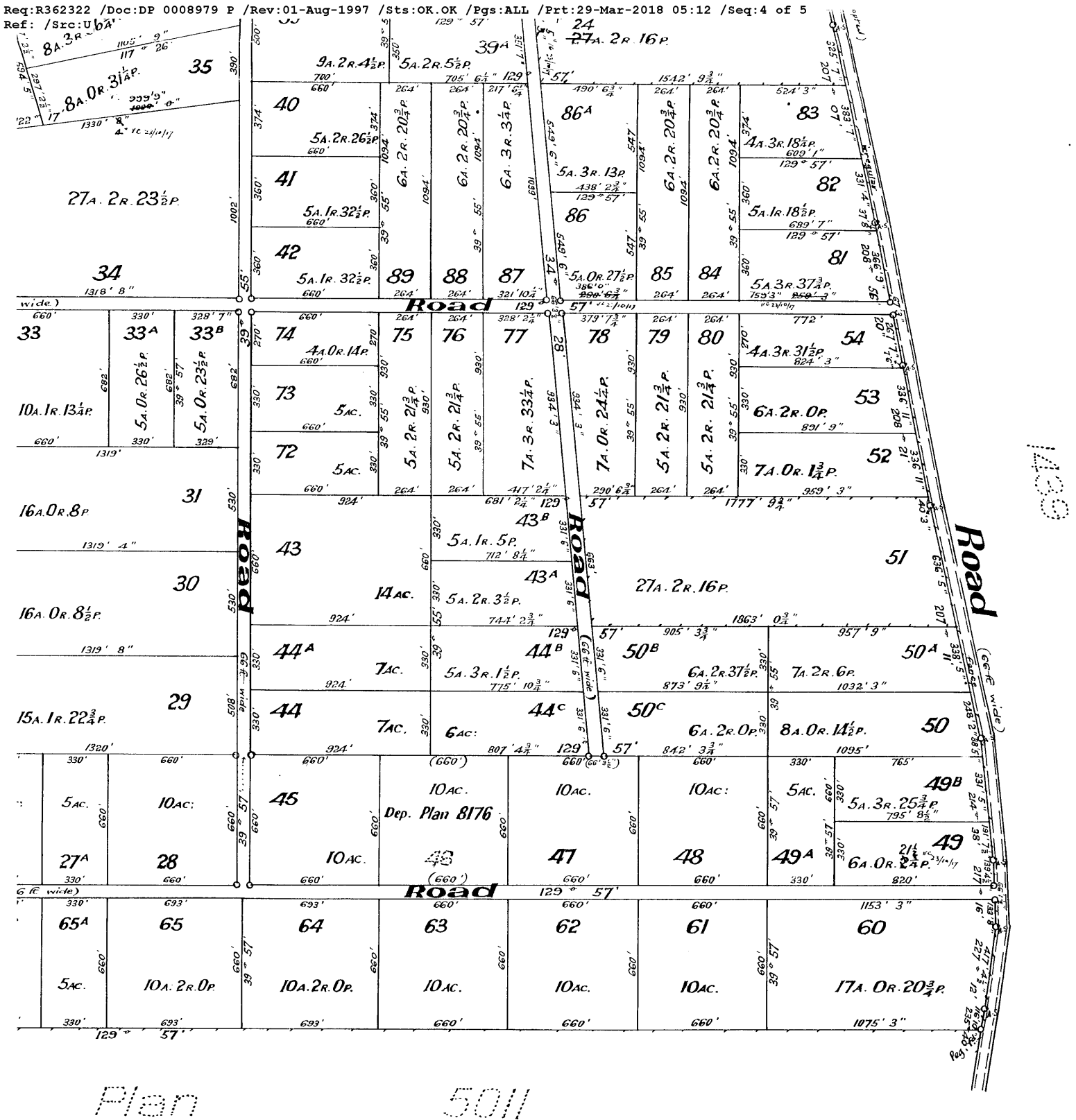
Pla

Note. All subdivision pegs of Dep: Plan 8176 were

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

Subscribed and declared before
South day of May

DP8979[®]



2: Plan 8176 were found

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

[Signature]

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

Victor Cornfield
Licensed Surveyor.

DP 8979^⑦

AC	RD	P	HA
12	3	7	3/4
13	3	1/2	5.179
13	3	39	5.566
14	-	-	5.663
14	1	5	5.666
14	2	16	5.781
14	2	15	5.916
14	2	21	5.922
14	2	21	5.969
15	1	1	6.174
15	1	22	6.229
16	-	8	6.495
16	-	8	6.496
17	-	20	5.932
17	2	24	7.144
17	2	24	7.544
18	2	28	7.699
19	-	15	7.728
19	1	2	7.796
19	1	2	7.797
19	2	6	7.9
20	1	12	8.227
20	1	12	9.288
22	3	32	9.955
24	2	16	10.13
25	-	3	10.14
27	2	16	11.17
27	2	23	11.73
31	1	33	12.73

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 29/03/2018 05:14

Order No. 50192018

Certificate No: 79071101

Your Reference: Stage 2 Byron Estate

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing A822502

Available: Y

Size (KB): 117

Number of Pages: 4

Scan Date and Time: 21/07/2009 14:06

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

Ref: /Src:U

Endorsement
Certificate**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT 1900.)

**A822502N**

FEE SIMPLE.

2622 T 2622 T

A822502**A822502****N.S.W. REALTY CO. LIMITED**~~GREENACRE PARK LIMITED~~, OF 84B PITT STREET, SYDNEY,being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described

subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

underwritten or endorsed hereon—in consideration of **TWO HUNDRED AND FOUR POUNDS SEVENTEEN SHILLINGS AND FOUR PENCE (£204/17/4)** ✓paid to it by **WAVERLEY GORDON POWE** of Ingleburn, and in further consideration of **THREE HUNDRED AND TWENTY FIVE POUNDS TEN SHILLINGS AND FOUR PENCE (£319/10/4)** paid to the said Waverley Gordon Powe by **GEORGE BOND** of Ingleburn, Farmer, ✓the receipts whereof ^{are} hereby acknowledgeddoth hereby transfer to the said **GEORGE BOND** ✓

ALL its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

situate in parish of **Cook** ✓county of **Cumberland** ✓being **part** ✓ of the land comprised in Certificate of Title ✓dated **6th December 1920** ✓ registered volume No. **3135** ✓folio **165** ✓

and being Lots forty four (44), forty four a. (44a) and forty four b. (44b) of the Raby Estate as shown on Deposited Plan No. 8979. ✓

And the said **George Bond**

doth

hereby for himself his executors, administrators and assigns and so as to bind not only himself his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the said ~~executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than~~And that on the erection of ^{any} such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.

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

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

S.W. 17/14 13/11/17 Eng 17 CAMPBELL & ROWE, 817462 8.9.19.

any word has been altered

MEMORANDUM OF ENCUMBRANCES &c., REFERRED TO.

N.S.W. REALTY
The Common Seal of ~~the Green Acre~~
CO. ~~PARK LIMITED~~ was hereto affixed by
JAMES BENNETT RICKARD
the First day of
June 1922 by me
in the presence of:
Leo G. Rowe
Managing Director.

James Bennett Rickard

Transferrer.

(Who will also sign Declaration in accordance with Dower Not
at the top of the first page.)

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

George Bond
Transferee.

Signed in my presence by the said

GEORGE BOND

WHO IS PERSONALLY KNOWN TO ME

Leo G. Rowe

Clerk to

Campbell & Rowe,
Solicitors, Sydney.

(The above may be signed by the Solicitor, when the signature of Transferree cannot be procured.)
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also damages recoverable by parties injured.

1

~~Transferor~~

Two

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the

day of _____, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

_____ is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

19a. 3r. 1 1/2 p. Lots 44, 44^A and 44^B

D. P. 8979

Shire of Nepean
Parish of Cook
Co. of Cumberland
subject to covenant etc.

Lodged by CAMPBELL & ROWE,
~~ARTHUR RICKARD & CO. LTD.~~
84B PITT STREET
SYDNEY.

A 822502

Transferror.
George Bond
Transferee.

Particulars entered in the Register Book, Vol. 5/38
Folio 165

CHECK SLIP
at

3rd day of *July* 1922
minutes 12 o'clock

in the noon

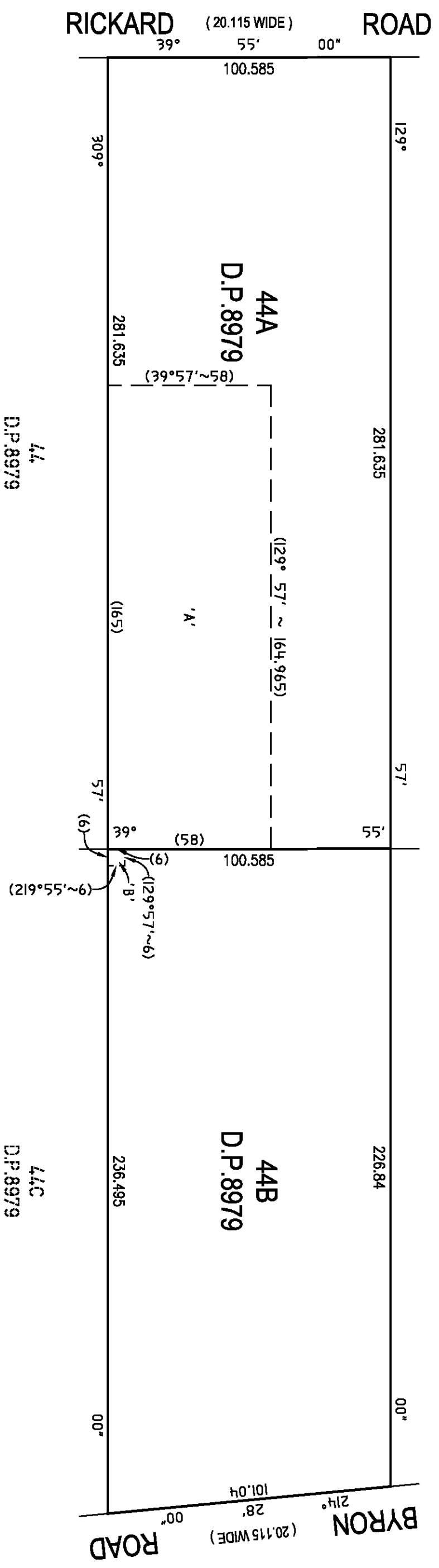
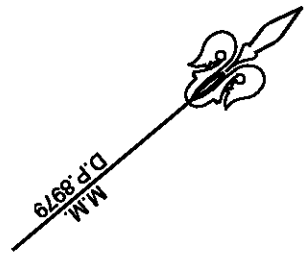
W. H. Williams
Deputy Registrar General




C.T. with A 828493
828493

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	13.6.22	<i>GH</i>
RECEIVED FROM RECORDS	18 JUN 1922	<i>19 JUN 1922</i>
DRAFT WRITTEN	22.6.22	<i>my</i>
DRAFT EXAMINED		
DIAGRAM COMPLETE	29/6/22	<i>D.</i>
DIAGRAM EXAMINED	1-7-22	<i>custo</i>
DRAFT FORWARDED		<i>Q</i>
RETD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ISSUED		
SUPT. OF ENGRS.	5 JUL 1922	<i>W.H.</i>
DEP. REGISTRAR GENERAL		

3334 55



'A' - EASEMENT TO DRAIN WATER 58 WIDE
'B' - EASEMENT TO DRAIN WATER 6 WIDE

SURVEYOR Name: ANDREW RICHARD THOMAS Date: 11 APRIL 2018 Reference: 142-15-EASE	PLAN OF EASEMENT WITHIN LOT 44A & LOT 44B D.P. 8979	LGA: CAMDEN Locality: LEPPINGTON Reduction Ratio: 1: 1500 Lengths are in metres	Registered  3.7.2018	DP1242183
---	---	---	--	------------------

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width:45%;"> <p style="text-align: right;">Office Use Only</p> <p>Registered: 3.7.2018</p> <p>Title System: TORRENS</p> </div> <div style="width:50%; text-align: center;"> <p style="font-size: 2em; font-weight: bold;">DP1242183</p> </div> </div>		Office Use Only
PLAN OF EASEMENT WITHIN LOT 44A & LOT 44B D.P.8979		LGA: CAMDEN Locality: LEPPINGTON Parish: COOK County: CUMBERLAND
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ANDREW RICHARD THOMAS</u> of <u>CRAIG & RHODES PTY LTD</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 Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, of</p> <p>*(b) The part of the land shown in the plan(*being/*excluding **) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, 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:</p> <p>Type: *Urban/*Rural <u>URBAN</u></p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature: <u>Andrew R. Thomas</u> Dated: <u>11/4/2018</u></p> <p>Surveyor Identification No: <u>247</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Daniel Streeter</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>[Signature]</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>22/06/2018</u></p> <p>Subdivision Certificate number: <u>47/2018/18</u></p> <p>File number: <u>47.2018.18</u></p> <p>*Strike through if inapplicable.</p>		
Plans used in the preparation of survey/compilation. D.P.8979		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 142-15-EASE		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



3.7.2018

Office Use Only

Office Use Only

PLAN OF
EASEMENT WITHIN LOT 44A & LOT 44B
D.P.8979

DP1242183

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 47-2018-18

Date of Endorsement: 22-6-2018

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

1. EASEMENT TO DRAIN WATER 58 WIDE
2. EASEMENT TO DRAIN WATER 6 WIDE

EXECUTED by NLI BRYON HOLDING)
PTY LTD)
(ACN 606 961 004))
in accordance with section 127(1) of the)
Corporations Act:)

Signature of Director

Signature of Director/secretary

Lixin Jia
Name of Director

Jia Jing Deng
Name of Director/secretary

SUAN SU
SUAN SU
REGISTERED PROPRIETOR
44A/8979

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 142-15-EASE

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



3.7.2018

Office Use Only

Office Use Only

DP1242183

PLAN OF
EASEMENT WITHIN LOT 44A & LOT 44B
D.P.8979

Subdivision Certificate number: 47.2018.18.....

Date of Endorsement: 22.6.2018.....

This sheet is for the provision of the following information as required:

- 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.

EXECUTED by X LER INVESTMENTS PTY
LTD
(ACN 603 134 210)
in accordance with section 127(1) of the
Corporations Act:

Signature of Director

WENQUAN CHEN

Name of Director

Signature of Director/Secretary

WENJUAN BIAN

Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 142-15-EASE

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

Lengths are in Metres

Sheet 1 of ⁴3 Sheets

Plan: **DP1242183**

Plan of Easement within Lot 44A
D.P. 8979 & Lot 44B D.P. 8979

<u>Full Name and address of Proprietor of land:</u>	
44A/8979	Suan SU 36 Rickard Road LEPPINGTON NSW 2179
44B/8979	NLI BRYON HOLDING PTY LTD (ACN 606 961 004) Unit 1201, 179 Elizabeth Street SYDNEY NSW 2000



Part 1 (Creation)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 58 Wide	44A/8979	CAMDEN COUNCIL
2.	Easement to Drain Water 6 Wide	44B/8979	CAMDEN COUNCIL

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 & 2 in the plan is Camden Council.

APPROVED BY CAMDEN COUNCIL


General Manager / Authorised Officer- 

ePlan

Lengths are in Metres

4
Sheet 2 of 3 Sheets

Plan:


Plan of Easement within Lot44A
D.P.8979 & Lot 44B D.P.8979

DP1242183

Part 2 (cont)

SIGNED in my presence by)
Suan SU)
who is personally known to me)


SUAN SU
.....
SUAN SU


.....
Signature of Witness

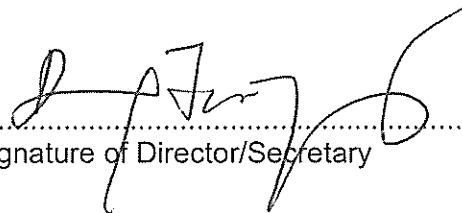
DI MA
.....
Name of Witness (BLOCK LETTERS)

Unit 6/2 Cross Street, Baulkham Hills
.....
Address of Witness

EXECUTED by NLI BRYON HOLDING)
PTY LTD)
(ACN 606 961 004))
in accordance with section 127(1) of the)
Corporations Act:


.....
Signature of Director

Lixin Jia
.....
Name of Director


.....
Signature of Director/Secretary
Jia Jing Dong
.....
Name of Director/Secretary

APPROVED BY CAMDEN COUNCIL
General Manager/ Authorised Officer

ePlan

Lengths are in Metres

Sheet 3 of 3 Sheets

Plan:

Plan of Easement within Lot A 44A
D.P. 386802 8979 & Lot 44B DP8979

DP1242183

Part 2 (cont)

Camden Council by its authorised delegate pursuant to s.377 of Local Government Act
1993 No 30

Daniel Streater
(name of delegate)

[Signature]
Signature of Delegate
Daniel Streater
Manager Development Certification
Name of Delegate (print)

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

[Signature]
Signature of Witness

SUGULE MOHAMED
Name of Witness (print)

.....

70 Central Ave Oran Park 2570
Address of Witness

APPROVED BY CAMDEN COUNCIL

[Signature]
General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 4 Sheets

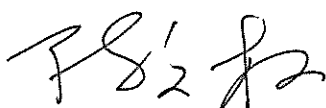
Plan:

Plan of Easement within Lot44A
D.P.8979 & Lot 44B D.P.8979

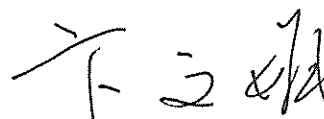
DP1242183

Part 2 (cont)

EXECUTED by X LER INVESTMENTS)
PTY LTD)
(ACN 603 134 210)
in accordance with section 127(1) of the)
Corporations Act:



.....
Signature of Director



.....
Signature of Director/Secretary

WENQUAN CHEN

.....
Name of Director

WENJUAN BIAN

.....
Name of Director/Secretary

APPROVED BY CAMDEN COUNCIL

.....
General Manager / Authorised Officer

CR Ref: 142-15-ease v03

REGISTERED



3.7.2018

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

APPLICANT: The Search People
GPO Box 2213
BRISBANE QLD 4001

Certificate number: 20203822
Receipt number: 99999
Certificate issue date: 08/09/2020
Certificate fee: \$133.00
Applicant's reference: 2000N-45730
Property number: 109537

DESCRIPTION OF PROPERTY

Land Description: LOT: 44A DP: 8979
Address: 36 Rickard Road LEPPINGTON 2179

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act. 1979

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

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

LOCAL ENVIRONMENTAL PLANS (LEP'S)

The land is not within a Local Environmental Plan.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

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

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

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

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

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

No.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Exempt and Complying Development Codes) Housekeeping Amendment 2008

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

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

DEVELOPMENT CONTROL PLANS

Camden Growth Centre Precincts Development Control Plan, as amended

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

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

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

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

A. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

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

B. Permitted without consent

Home-based child care; Home occupations

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)

D. Prohibited

Any development not specified in item B or C

A. ZONE SP2 INFRASTRUCTURE - CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for infrastructure and related uses.
- * To prevent development that is not compatible with or that may detract from the provision of infrastructure.

B. Permitted without consent

Roads

C. Permitted with consent

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

D. Prohibited

Any development not specified in item B or C

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

R2 Low Density Residential: Clause 4.1AB of Camden Growth Centres Precinct Plan fixes a minimum 300m2 for the erection of a dwelling house, however exceptions apply in circumstances as specified under clauses 4.1AD, 4.1AE and 4.1AF for minimum land dimensions of 250m2, 225m2 and 200m2.

F. Whether the land includes or comprises critical habitat

No.

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

No.

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

No.

3. COMPLYING DEVELOPMENT

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land. Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- * The land has been identified by an environmental planning instrument as being within riparian and/or native vegetation protection areas.
- * The land is wholly or partially reserved for a public purpose.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY or MAY NOT be carried out on the land. Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- * The land has been identified by an environmental planning instrument as being within riparian and/or native vegetation protection areas.
- * The land is wholly or partially reserved for a public purpose.

RURAL HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land. Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- * The land has been identified by an environmental planning instrument as being within riparian and/or native vegetation protection areas.
- * The land is wholly or partially reserved for a public purpose.

GREENFIELD HOUSING CODE

Complying development MAY or MAY NOT be carried out on the land. Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- * The land has been identified by an environmental planning instrument as being within riparian and/or native vegetation protection areas.
- * The land is wholly or partially reserved for a public purpose.

Note: The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY or MAY NOT be carried out on the land. Council does not have sufficient information to ascertain or identify the extent to which complying development may or may not be carried out on the land. The land is either wholly or partially affected by specific land use exclusions in relation to complying development, as listed below.

- * The land has been identified by an environmental planning instrument as being within riparian and/or native vegetation protection areas.
- * The land is wholly or partially reserved for a public purpose.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

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

Not Applicable.

5. MINE SUBSIDENCE

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

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

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

Yes.

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

Whether or not the land is affected by a policy:

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

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

LAND SLIP

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

BUSHFIRE

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

TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULPHATE SOILS

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

OTHER RISK

Contamination:

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

Salinity:

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

Yes.

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

Yes.

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

8. LAND RESERVED FOR ACQUISITION

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

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

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

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

9A. BIO-DIVERSITY CERTIFIED LAND

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

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

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

For more information about biodiversity certification, and the extent of the property that is certified, please visit: www.camden.nsw.gov.au/environment/biodiversity

10. BIODIVERSITY STEWARDSHIP SITES

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

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

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

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

No.

11. BUSH FIRE PRONE LAND

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act. 1979?

No.

12. PROPERTY VEGETATION PLANS

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

No.

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

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

No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

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

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

No.

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

No.

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

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

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

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

No.

18. PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

(2) The date of any subdivision order that applies to the land.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

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

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

No.

20. LOOSE-FILL ASBESTOS INSULATION

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

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

A statement of:

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

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

In this clause:

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

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

No.

MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No.

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

No.

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

No.

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

No.

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

No.

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

OTHER INFORMATION

1. Western Sydney Airport and Western Sydney Aerotropolis

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

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

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

The Stage 1 Land Use and Infrastructure Implementation Plan (LUIIP) was exhibited between 21 August 2018 and 2 November 2018 by the Department of Planning, Industry and Environment. This plan provided an overview of future land uses and the proposed sequence of development to ensure new jobs and homes are delivered in time with infrastructure.

Between 6 December 2019 and 13 March 2020, the Western Sydney Aerotropolis Plan (WSAP) was exhibited by the Department of Planning, Industry and Environment. The WSAP sets the planning framework for the Western Sydney Aerotropolis and builds upon the exhibited LUIIP for the Aerotropolis.

Further information on Western Sydney Aerotropolis is available at <https://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/Western-Sydney-Aerotropolis>, or from the Commonwealth Department of Infrastructure, transport, Regional Development and Communications at www.infrastructure.gov.au.

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

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

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

On 30 June 2020, the NSW Government confirmed the final corridors to support the delivery of the proposed Sydney Metro – Western Sydney Airport project, South West Rail Link Extension and Western Sydney Freight Line. The North South Rail Line Corridor is proposed to run from the Western Sydney Airport to Macarthur, with a tunnel from Oran Park. The South West Rail Link Extension will extend the existing passenger rail line from Leppington Station to the Aerotropolis. A new State Environmental Planning Policy identifies the land that is intended to be used in the future as an infrastructure corridor.

The State Environmental Planning Policy (Major Infrastructure Corridors) 2020 identifies the location, and relevant planning controls applying to land identified within the North South Rail Line and South West Rail Link Extension corridors, including land within the Camden LGA. The identification of the Outer Sydney Orbital Corridor was not included in this State Environmental Planning Policy.

Further information is available at www.transport.nsw.gov.au/corridors

3. Miscellaneous Information

*** Additional Flooding Information:**

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

*** Coal Seam Gas Extraction:**

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location

of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

* Contamination Information:

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

- * Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;
- * Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;
- * Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;
- * Environmental Management Plans.

* Salinity Information:

In relation to Council's requirements for salinity assessment for specific types of development within the Camden local government area, there are salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

* Western Sydney Airport - Obstacle Limitation Surface:

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

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

* Odour And Urban Development In The South West Growth Area:

There are existing odour producing operations in the Camden local government area and adjoining local government areas, including poultry farms, piggeries and horticulture. Odour from these operations may at times be experienced by those occupying the property.

* South West Growth Area:

On 2 November 2019, the State Government announced a new approach to precinct planning for land within the South West Growth Area. Under this announcement, a collaborative approach was determined for the following precincts: Leppington Stages Two and Five, Lowes Creek Maryland, Pondicherry and South Creek West Precincts Two and Five. Under this pathway, the Department of Planning, Industry and Environment DPIE will play a coordination role to facilitate collaborative partnerships between DPIE and Camden Council to resolve complex issues involving other state agencies. Subsequent rezonings will generally be implemented by Council, although in certain cases they could become State-led. Camden

Council is working with DPIE to further clarify how these precincts will be delivered including the planning pathway, governance arrangements, timeframes and resources.

For further information, please see DPIE's website at: <https://www.planning.nsw.gov.au/Plans-for-your-area/A-new-approach-to-precincts>

DISCLAIMER AND CAUTION

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

The information contained in this certificate is accurate as at the date of this certificate.

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

Ron Moore

General Manager

Application: **9857591**
Your Ref: **79071099**

6th April 2018

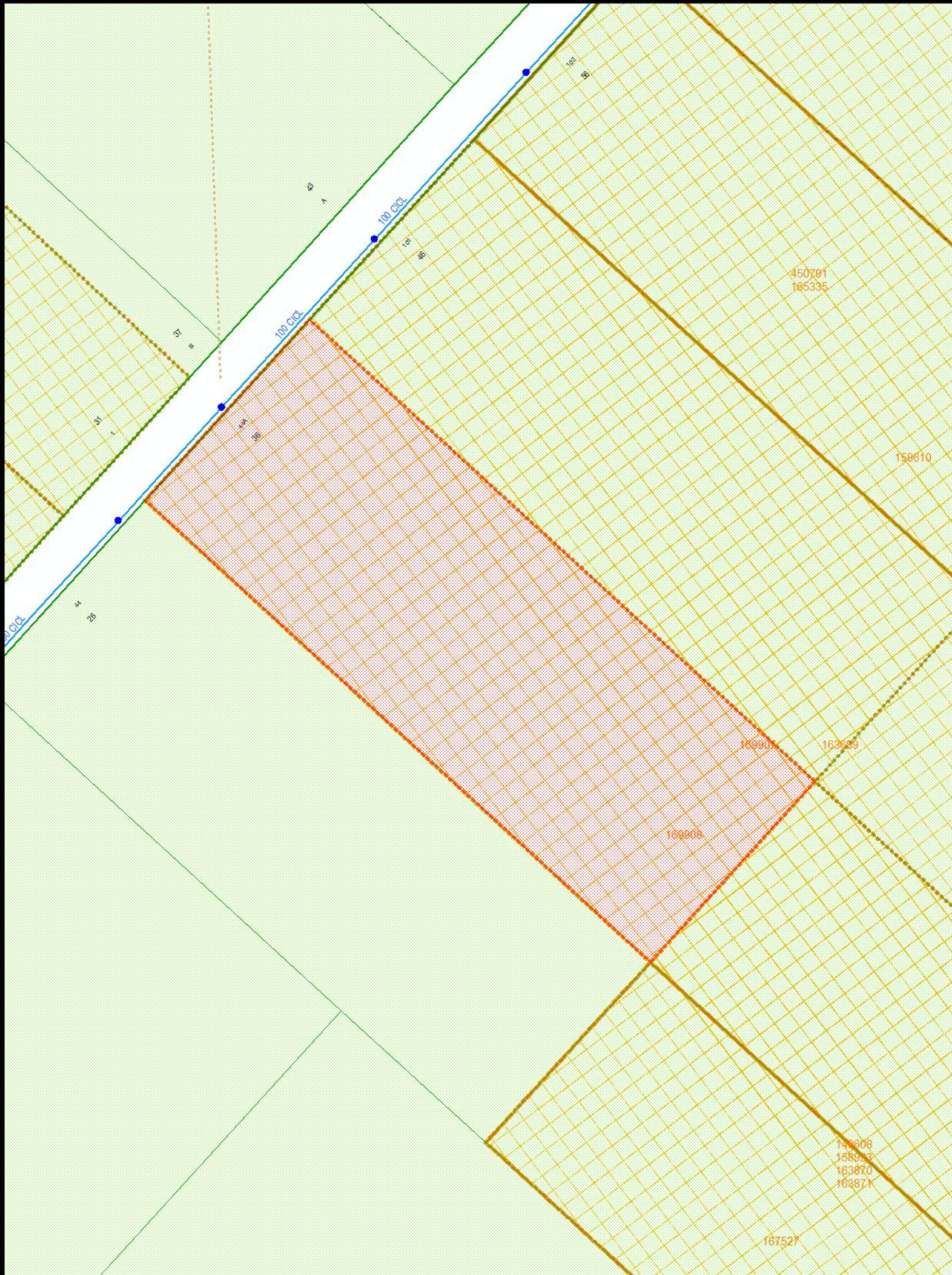
Property: 36 RICKARD RD, LEPPINGTON 2179
LOT 44A DP 8979

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

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

Yours sincerely

Customer Connections
Business Customer Services



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.

Byron Estate

Tax File Number Notification and FIRB Declaration

Lot Number:

Apartment Number:

Purchaser 1 Name:

Purchaser 1 Address:

Purchaser 1 Tax File Number:

Purchaser 1 Date of Birth:

Purchaser 1 Citizenship:

If not Australian citizen, what is
your residency status:

Temporary resident / Permanent resident

Purchaser 1 (sign)

Purchaser 2 Name:

Purchaser 2 Address:

Purchaser 2 Tax File Number:

Purchaser 2 Date of Birth:

Purchaser 2 Citizenship:

If not Australian citizen, what is
your residency status:

Temporary resident / Permanent resident

Purchaser 2 (sign)
