

Contract for the sale and purchase of land 2018

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		Phone Fax: Ref:
co-agent		
vendor	Goldmate Property Riverstone No 3 Pty Ltd ABN 35 622 100 092 Level 31/2 Park Street Sydney NSW 2000	
vendor's solicitor	Holding Redlich Lawyers Level 65, MLC Centre, 19 Martin Place Sydney NSW 2000	Phone: (02) 8083 0453 Fax: (02) 8083 0399 Ref: [Matter Number] Email: crownhillsales@holdingredlich.com
date for completion	The day that is 21 days after the day the vendor serves the Essential Documentation Notice.	
Land (address, plan details and title reference)	Lot [insert lot number], 137 Crown Street, Riverstone NSW 2765 Unregistered plan: Lot [insert lot number] in the Draft Deposited Plan being part lot 11 in section 27 of DP1459 Title: Part folio identifier: 11/27/1459	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	There are no inclusions	
exclusions	There are no exclusions	
purchaser		
purchaser's solicitor		Ph: Fax: Ref:
guarantor		
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date	(if not stated, the date this contract was made)	

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☒ NO
☒ NO

☐ yes
☐ yes

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

land tax is adjustable

☐ NO

☒ yes

GST: Taxable supply

☐ NO

☒ yes in full

☐ yes to an extent

margin scheme will be used in making the
taxable supply

☐ NO

☒ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an RW payment
(residential withholding payment)

☐ NO

☐ YES (if yes, vendor must provide 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.

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☒ 4 plan of land to be subdivided
- ☒ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 planning agreement
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 Survey report
- ☐ 14 building information certificate or building certificate given under legislation
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 clearance certificate
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 Leasehold strata- lease of lot and common property
- ☐ 40 Property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58

CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT 1919 (NSW)

I,

of

certify that:

- 1 I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.
- 2 I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* (NSW) with reference to a contract for the sale of property being Lot [insert lot number], 137 Crown Street, Riverstone NSW 2765 (**Property**) from Goldmate Property Riverstone No 3 Pty Ltd ABN 35 622 100 092 (**Vendor**) to (**Purchaser**) in order that there will be no cooling off period in relation to the contract.
- 3 I do not act for the Vendor and I am not employed in the legal practice of the solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- 4 I have explained to the Purchaser:
 - the effect of the contract for the purchase of the Property;
 - the nature of this certificate; and
 - that the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the contract.

DATED:

.....
SIGNATURE

EXECUTION PAGES

VENDOR

EXECUTED by the vendor in accordance with section 127 of the *Corporations Act 2001* (Cth)

.....
Signature

Director/Secretary

.....
Name

.....
Signature

Director/Secretary

.....
Name

EXECUTED by
as director and duly authorised representative of the
vendor in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

.....
Signature of director and duly authorised
representative

EXECUTED by
as attorney for the vendor under power of attorney
dated and registered
Book No in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

.....
Signature of attorney

PURCHASER

EXECUTED by the purchaser in the presence of:	
..... Signature of witness Signature of purchaser
..... Name of witness	
..... Address of witness	
..... Occupation of witness	

EXECUTED by as attorney for the purchaser under power of attorney dated and registered Book No in the presence of:	
..... Signature of witness Signature of attorney
..... Name of witness	
..... Address of witness	
..... Occupation of witness	

EXECUTED by the purchaser in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)	
..... Signature Signature
Director/Secretary	Director/Secretary
..... Name Name

<p>EXECUTED by the purchaser in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)</p>	<p>.....</p> <p>Signature</p> <p>Sole Director and Secretary</p> <p>.....</p> <p>Name</p>
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GUARANTOR

<p>EXECUTED by the guarantor in the presence of:</p> <p>.....</p> <p>Signature of witness</p> <p>.....</p> <p>Name of witness</p> <p>.....</p> <p>Address of witness</p> <p>.....</p> <p>Occupation of witness</p>	<p>.....</p> <p>Signature of guarantor</p>
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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *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 not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

- **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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<p style="text-align: center;">TABLE OF CONTENTS OF ADDITIONAL PROVISIONS</p>
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ADDITIONAL PROVISIONS

32 AMENDMENT OF PRINTED PROVISIONS

The printed provisions of this contract are amended as follows:

- (a) in the heading of **clause 1**, "(a term in italics is a defined term)" is deleted;
- (b) in **clause 1**, the definition of "party" is amended by inserting after "purchaser", "but not the guarantor";
- (c) in **clause 1**, the definition of "serve" is replaced with:
"serve in writing on the other party or any other person specified;";
- (d) in **clause 1**, the definition of "depositholder" is replaced with:
"vendor's solicitor";
- (e) **clause 2.9** is deleted;
- (f) **clause 4.3** is replaced with:
"4.3 The vendor is not required to transfer the property to a person (**Subsequent Transferee**) other than the purchaser unless the purchaser delivers to the vendor on or before completion a deed executed by the purchaser and the Subsequent Transferee, in such form as the vendor reasonably requires (at the purchaser's cost) in which the purchaser directs the vendor to transfer the property to the Subsequent Transferee and the Subsequent Transferee agrees to comply with any provisions of this contract intended to have application after completion.";
- (g) **clause 5.1** is replaced with:
"If a form of requisition is attached to this contract, then the purchaser is taken to have made those requisitions on the date that the vendor serves the Essential Documentation Notice"
- (h) in **clause 5.2.1** "within 21 days after the contract date" is deleted and replaced with "within 5 days of the date that the vendor serves the Essential Documentation Notice."
- (i) **clause 7.1.1** is deleted;
- (j) **clause 7.1.3** is replaced with:
"the purchaser does not serve notice waiving the claims within 5 business days after the earlier of the day of that service and the day the vendor serves the Essential Documentation Notice; and";
- (k) in **clause 7.2.2**, "2.9" is replaced with "38.1";

- (l) **clause 10.1** line 1 is replaced with:
- “The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of-”;
- (m) in **clauses 10.1.8** and **10.1.9**, “substance” is replaced with “existence”;
- (n) **clauses 14.4, 14.5** and **14.7** are deleted;
- (o) **clause 16.5** is amended by inserting “the document must be in registrable form and” after “registration,” and by deleting “, plus another 20% of that fee”;
- (p) **clause 20.6.5** is replaced with:
- “served if it is transmitted by fax:
- when the transmission is recorded on the sender's transmission result report unless:
 - (i) within 24 hours of that time the recipient informs and provides evidence to the sender that the transmission was received in an incomplete or illegible form; or
 - (ii) the transmission result report indicates a faulty or incomplete transmission;
 - where a party's solicitor is named in this contract, if the document is transmitted using the solicitor's fax number stated in this contract or any other fax number which that solicitor has notified to the sender;
 - where a party's solicitor named in this contract has changed, if the document is transmitted using that party's new solicitor's fax number as notified by that party under **clause 71.1**;
 - where there is no solicitor named in this contract in respect of a party, if the document is transmitted using the fax number stated in this contract for that party (if any) or any other fax number which that party has notified to the sender; and
 - on the business day the transmission is received unless it is received after 5pm when the document is taken to have been served at 9.00am on the next business day”;
- (q) **clause 20.8** is replaced with:
- “The provisions of this contract intended to have application after completion continue to apply despite completion.”; and
- (r) **clause 30.1.1** is replaced with:
- “the vendor serves a notice that it is an electronic transaction no later than 14 days prior to the completion due date.”;
- (s) without limiting anything contained in **clauses 32(a) to 32(r)** wherever “date for completion” appears in the printed provisions of this contract, they are deleted and replaced with “completion due date”; and

(t) **clauses 3, 13, 16.6, 19.2.3, 23, 24.3, 25, 28 and 29** are deleted.

33 DEFINITIONS AND INTERPRETATION

33.1 In this contract, unless the context clearly indicates otherwise:

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority.

Bank Guarantee means a bank guarantee for the deposit, or part of the deposit, issued by an issuer satisfactory to the vendor, in its absolute discretion, and in a form satisfactory to the vendor, in its absolute discretion.

Claim means any claim, demand, action, proceeding, judgment, damage, loss, cost, expense or liability however incurred or suffered or made or recovered against any person however arising.

Commissioner means the Commissioner of Taxation;

Consent Authority means the Minister for Planning, any other Minister, the Planning Assessment Commission, a joint regional planning panel, the Council or other public authority having the function to determine the relevant application, as appropriate.

Construction Certificate means a construction certificate as defined in the *Environmental Planning and Assessment Act 1979* (NSW), as approved by the Development Consent as modified at any time.

Contact Particulars for a person means the person's address and, if the person has a fax number, that number.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Corporations Act means *Corporations Act 2001* (Cth).

Council means Blacktown City Council.

Deposited Plan means the deposited plan or combination of deposited plans based on the Draft Deposited Plan registered in respect of all or part of the Development Site to create one or more residential lots.

Deposited Plan Instrument means the instrument based on the Draft Deposited Plan Instrument that is registered with the Deposited Plan.

Development Site means the land contained within lot 11 section 27 of DP1459 plus or minus any land determined by the vendor in its absolute discretion.

Development Activities includes:

- (a) any form of demolition work, excavation work or landscaping work within any part of the Development Site;
- (b) any form of building work or work ancillary to or associated with building work within any part of the Development Site, including the construction or installation of Infrastructure;

- (c) any form of work other than the forms of work referred to in **paragraphs (a) and (b)** of this definition that is considered necessary or desirable by the vendor, including carrying out any other works associated with or ancillary to the development and subdivision of any part of the Development Site;
- (d) placing on, erecting on or attaching to any part of the Development Site, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;
- (e) the subdivision and consolidation of land forming any part of the Development Site; and
- (f) the dedication of land forming any part of the Development Site.

Development Consent means the development consent enclosed by DA-17-01896 dated 1 May 2018 and any other development consent issued in regards to the Development Site by the Authority.

Draft Deposited Plan means an unregistered deposited plan or a combination of unregistered deposited plans based on or in or substantially in the form of **Attachment A**.

Draft Deposited Plan Instrument means an unregistered instrument setting out terms of any easements, profits à prendre, restrictions on the use of land and positive covenants intended to be created or released pursuant to the Conveyancing Act on registration of the Deposited Plan based on or in or substantially in the form of **Attachment B**.

Energy Authority means the Authority referred to in **Schedule 3**.

Essential Documentation means the Deposited Plan.

Essential Documentation Notice means the notice served by the vendor of the registration of the Essential Documentation.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the regulations made under that Act.

FIRB Approval means the Commonwealth Government's approval under the FIRB Act of the purchaser's proposal to the purchase the property, or other notification by the Commonwealth Government stating that it has no objections to the purchaser's proposal to purchase the property.

FIRB Form means the document, a copy of which is set out in **Attachment D**.

Foreign Person has the meaning given to it in section 4 of the FIRB Act.

Front Page means the cover pages of this contract.

Guaranteed Money means all amounts that, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or that remain unpaid by the purchaser to the vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason.

Guaranteed Obligations means all the purchaser's express or implied obligations to the vendor in connection with this contract or any transaction contemplated by it.

Infrastructure means infrastructure or services to be constructed or installed on the Development Site, as a condition of the Development Consent, a requirement of an Authority or in any other circumstance.

Interest Rate means 10% per annum.

Interim Order means an order issued by the Treasurer under section 68 of the FIRB Act.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Purchaser Warranty means each of the warranties given under **clause 59.2**.

Property Notifications means entries or notations:

- (a) in or substantially in the form set out in **Schedule 2**;
- (b) arising from the registration of documents referred to in **column 2 of Schedule 8**; and
- (c) required to be registered by the Consent Authority, the Registrar-General or any other Authority.

Registrar-General has the meaning given to it in section 21 of the *Interpretation Act 1987* (NSW).

Related Body Corporate has the meaning given to it in the Corporations Act.

Replaced Document has the meaning given to it in **clause 45**.

Replacement Document has the meaning given to it in **clause 45**.

Replaced Draft Deposited Plan means a Draft Deposited Plan that is a Replaced Document.

Replacement Draft Deposited Plan means the Draft Deposited Plan that is the Replacement Document for the Replaced Draft Deposited Plan.

Replacement Notice has the meaning given to it in **clause 45**.

Requisitions means the requisitions set out in **Attachment E**.

Selling and Leasing Activities has the meaning given to it in **clause 53**.

Subsequent Transferee has the meaning given to it in **clause 32(f)**.

Sunset Date means the day referred to in **Schedule 5** or any day to which that day is extended under **clause 44.5**.

Taxation Act means the *Taxation Administration Act 1953* (Cth).

Vendor Notice means the notice annexed at **Attachment E**

Water and Sewerage Authority means the Authority referred to in **Schedule 6**.

33.2 Each expression appearing on the Front Page under the heading **term** has the meaning given to it on the Front Page under the heading **meaning of term**.

33.3 In this contract, unless the context clearly indicates otherwise:

- (a) a reference to this contract means this contract and any document that varies, supplements, assigns or novates this contract;
- (b) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (d) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (e) **including** and **includes** are not words of limitation;
- (f) the words **at any time** mean **at any time and from time to time**;
- (g) the word **vary** includes add to, delete from or cancel;
- (h) a word that is derived from a defined word has a corresponding meaning;
- (i) if a party is prevented from making any requisition or claim, delaying completion or rescinding or terminating the contract in connection with a matter disclosed in this contract, this includes any matter contemplated by the matter disclosed in contract;
- (j) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this contract;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this contract;
- (l) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (m) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (n) a reference to a company includes its successors and permitted assigns;
- (o) a reference to a document is a reference to a document of any kind including a plan and includes any variation, modification, amendment, supplement or change to that document;
- (p) a reference to an application is a reference to an application of any kind and includes any variation, modification, amendment, supplement or change to that application;
- (q) where this contract refers to a body or authority that no longer exists, unless otherwise prescribed by law, the parties agree to the substitution of a body or authority having substantially the same objects as the named body or authority;

- (r) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
 - (s) a reference to a time is to that time in Sydney;
 - (t) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
 - (u) terms used in this contract which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this contract;
 - (v) a requirement in this contract to do any thing includes a requirement to ensure that thing is done; and
 - (w) the singular includes the plural and vice-versa.
- 33.4 Headings are inserted for convenience and do not affect the interpretation of this contract.
- 33.5 The table of contents of the additional provisions is inserted for convenience and no entry in it or the lack of an entry in it or a mistake in an entry in it affects the interpretation of this contract.
- 33.6 If there is any inconsistency between these additional provisions and **clauses 1 to 31**, these additional provisions prevail.
- 33.7 Any provision of this contract which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this contract nor affect the validity or enforceability of that provision in any other jurisdiction.

34 VENDOR DISCLOSURES

Subdivision Structure

- 34.1 The vendor discloses the following about the subdivision structure of the Development Site:
- (a) at the date of this contract, the subdivision, titling and governance structure for the Development Site has not been finalised, and may change from that contemplated and disclosed in this contract; and
 - (b) it is intended that the Development Site will be subdivided by the Draft Deposited Plan to create the Property which has been given a pre allocated plan number of DP1237193.
- 34.2 The vendor discloses that the vendor intends to register:
- (a) the Draft Deposited Plan Instrument with the Draft Deposited Plan; and
 - (b) any other document the vendor considers necessary or desirable or which is required by an Authority.

Services

- 34.3 The vendor discloses its arrangements with Authorities providing any service to the Development Site may not have been concluded at the date of this contract.
- 34.4 The vendor discloses that it will install either before or after completion any services and infrastructure on land adjoining or near to the property (including verges) required to be installed by any consent or approval issued by a relevant Consent Authority in connection with the Development Site.

Water and Sewerage Authority

- 34.5 The vendor discloses and the purchaser is aware that the position of the Water and Sewerage Authority's sewer on the Development Site at completion may not be as shown in the sewer connection sheet supplied by the Water and Sewerage Authority, a copy of which is attached to this contract, and that a drainage diagram from the Water and Sewerage Authority is not available in the ordinary course of administration.

Easements, etc.

- 34.6 The vendor discloses that:
- (a) there may be additional easements, profits à prendre, restrictions on use and positive covenants, or entry into leases, substation leases, indemnities and guarantees that may be imposed or required by the Consent Authority or any other Authority or service provider which are not presently disclosed in this contract; and
 - (b) if that is the case, changes may be made to the draft documents attached to this contract in order to meet those requirements.

Change of Interest

- 34.7 The vendor discloses that the vendor may at any time assign or novate the vendor's interest in this contract.

Lot references and address of the property

- 34.8 The vendor discloses that:
- (a) the lot number for the property in the Deposited Plan may be different from the lot number for the property in the Draft Deposited Plan referred to on the Front Page;
 - (b) the number of the lot or lots shown as being subdivided in the Draft Deposited Plan may be different from the number of the lot or lots actually subdivided by the Deposited Plan; and
 - (c) the total number of lots shown as being created by the Draft Deposited Plan may be different from the total number of lots actually created by the Deposited Plan.

Consolidation of lots

- 34.9 The vendor discloses and the purchaser is aware that the vendor may, but is not obliged to, consolidate into one lot certain lots in the Deposited Plan.

- 34.10 The purchaser agrees that if the vendor takes the action referred to in **clause 34.9**:
- (a) the action may result in differences between the numbering of lots in the Draft Deposited Plan and the numbering of lots in the Deposited Plan; and
 - (b) the action will not detrimentally affect the property to an extent that is substantial.

Subdivision outline

- 34.11 The vendor discloses and the purchaser is aware that the vendor may, but is not obliged to, procure the registration of one or more deposited plans in connection with the Development Site before lodging the Deposited Plan for registration.

Purchaser's Acknowledgment

- 34.12 The purchaser:
- (a) acknowledges each of the disclosures set out in this **clause 34**;
 - (b) agrees the purchaser may not make any Claim or requisition or rescind or terminate or delay completion because of any matters referred to or stated in this **clause 34**;
 - (c) must, subject to any specific other rights in this contract, execute all documents, which may include the purchaser's consent as owner of the property, necessary or required by the vendor at its absolute discretion to complete the matters referred to or stated in this **clause 34**; and
 - (d) must not object to or attempt to delay or restrain any applications for development approvals referred to or stated in this **clause 34**.

35 MODIFICATION OF DEVELOPMENT CONSENT

- 35.1 The vendor discloses and the purchaser is aware that an application or applications may be made to the Consent Authority to modify the Development Consent.
- 35.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any application to modify the Development Consent or the result of any such application unless the result of such application is a difference that detrimentally affects the property to an extent that is substantial, when purchaser can rescind by serving notice within 14 days after the day the vendor serves the Essential Documentation Notice.

36 PURCHASER'S REPRESENTATIONS AND AGREEMENTS

- 36.1 The purchaser represents and agrees that:
- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;

- (b) in entering into this contract the purchaser has relied entirely on:
 - (i) such inspection of the property as is practicable at the contract date; and
 - (ii) enquiries relating to the property,

made by or on the purchaser's behalf;
- (c) the purchaser has obtained or has been in a position to obtain appropriate independent advice on and is satisfied about:
 - (i) the purchaser's obligations and rights under this contract;
 - (ii) the nature of the property and the purposes for which the property can be lawfully used; and
 - (iii) all things disclosed by the vendor in this contract.

36.2 The purchaser agrees that the vendor has entered into this contract on the basis that the representations and agreements contained in **clause 36.1** are true and not misleading.

36.3 The purchaser agrees that the purchaser may not make any Claim or requisitions or rescind or terminate or delay completion because of any matters referred to or stated in this **clause 36**.

37 SELLING AGENT

- (a) The purchaser warrants that it was not introduced to the property or the vendor directly or indirectly by any agent other than the vendor's agent referred to on the Front Page (if any).
- (b) The purchaser indemnifies and will keep indemnified the vendor from and against:
 - (i) any claim for commission which may be made by an agent as a result of a breach of the purchaser's warranty contained in **clause 37(a)**; and
 - (ii) and all costs incurred by the vendor as a result of any such claim for commission.

38 INVESTMENT OF DEPOSIT

38.1 The parties direct the depositholder:

- (a) to invest the deposit with a bank in New South Wales nominated by the vendor in an interest-bearing account at call in the depositholder's name as stakeholder in trust for the vendor and the purchaser with interest to be reinvested;
- (b) when requested by the vendor, to withdraw the deposit and interest earned on the deposit, less any deductions under **clause 38.8**, and reinvest the sum withdrawn with another bank in New South Wales nominated by the vendor;
- (c) when requested by the vendor, to withdraw the deposit and interest earned on the deposit in anticipation of completion;

- (d) to withdraw the deposit and interest earned on the deposit on completion, rescission or termination of this contract (whichever occurs); and
 - (e) to pay the interest earned on the deposit, less any deductions under **clause 38.8**, in accordance with this **clause 38**.
- 38.2 Subject to **clause 38.9**, the vendor and the purchaser are entitled to the interest earned on the deposit, less any deductions under **clause 38.8**, in equal shares.
- 38.3 Prior to completion and for the purposes of **clause 38.5**, the purchaser must provide the depositholder with the purchaser's bank account details, including the account number, BSB, name of banking institution.
- 38.4 The parties acknowledge and agree that the depositholder is not required to pay the purchaser's share of interest (if any) into a bank account unless the account is held in the name of the purchaser.
- 38.5 The depositholder may pay any share of interest to which the purchaser is entitled to:
 - (a) the purchaser's solicitor; or
 - (b) the purchaser,and payment may be made by way of a transfer or deposit to a bank account or by way of a cheque.
- 38.6 The parties direct the depositholder to pay to the vendor the purchaser's share of the interest, if any, earned on the deposit if the purchaser does not comply with **clause 38.3**, including but not limited to:
 - (a) providing incorrect or insufficient account details; or
 - (b) providing the name of an account not held in the name of the purchaser.
- 38.7 If the purchaser's share of interest is paid to the vendor in accordance with **clause 38.6**, the parties agree that the purchaser has forfeited its right to receive any share of the interest earned on the deposit under this contract and the vendor is entitled to retain all of the interest earned.
- 38.8 Bank charges and government charges, fees and taxes are to be deducted from the interest earned on the deposit before payment is made under this **clause 38**.
- 38.9 The party entitled to the deposit on completion, rescission or termination of this contract (whichever occurs) bears the risk of loss of the deposit.
- 38.10 The party entitled to the deposit in circumstances where this contract is not completed is entitled to any interest earned on the deposit.
- 38.11 The parties must give the depositholder their tax file numbers on or before the date on which the deposit is invested in accordance with this **clause 38**.

38.12 The parties, until the party entitled to the deposit is determined, at which time that party solely, must keep the depositholder indemnified from any tax that may become payable on interest accruing on the deposit.

38.13 The parties acknowledge and agree that if the depositholder receives the deposit in instalments, the depositholder is not required invest the moneys received until the whole of the deposit has been received by the depositholder.

39 GST – MARGIN SCHEME

39.1 In this **clause 39, Margin Scheme** and **Taxable Supply** have the same meanings as in the GST Act.

39.2 The vendor discloses that the sale of the property is a Taxable Supply and the parties agree that the Margin Scheme is to apply in calculating the GST.

39.3 The parties acknowledge that the price is inclusive of GST.

40 GST WITHHOLDING ON POTENTIAL RESIDENTIAL LAND

40.1 **Clauses 40.2 to 40.13** (inclusive) apply if

- (a) the contract date is a date before 1 July 2018 and the Payment Date occurs on or after 1 July 2020; or
- (b) the contract date is a date on or after 1 July 2018.

40.2 In this **clause 40**:

- (a) **ATO** means the Australian Taxation Office;
- (b) **Form 1 Notification** means the "Form 1: GST Property Settlement Withholding Notification Online Form" issued or made available by the ATO or a form that replaces this form;
- (c) **Form 2 Notification** means the "Form 2: GST Property Settlement Date Confirmation Online Form" issued or made available by the ATO or a form that replaces this form; and
- (d) **Payment Date** means the day that is the earlier of:
 - (i) the day on which the consideration for the supply of the property under this contract is first made; and
 - (ii) the day on which completion of this contract occurs.
- (e) **Purchaser's Representative** means the purchaser's solicitor or conveyancer as applicable.

- 40.3 The parties acknowledges that the property comprises potenital residential land, as that term is defined in the Taxation Act.
- 40.4 The parties acknowledge that the purchaser must make the RW payment to the ATO on the day on which any of the consideration for the supply of the property under this contract is first provided.
- 40.5 The purchaser acknowledges that the vendor has provided the Vendor Notice to the purchaser as required under section 14-255 of Schedule 1 to the Taxation Act as at the contract date.
- 40.6 The purchaser must:
- (a) lodge a Form 1 Notification with the ATO and provide the vendor with evidence issued by the ATO confirming receipt of this lodgement, no later than 5 business days before the Payment Date; and
 - (b) a Form 2 Notification with the ATO and provide the vendor with evidence issued by the ATO confirming receipt of this lodgement, no later than 3 business days after the Payment Date.
- 40.7 The evidence referred to in **clause 40.6** must include the lodgement reference number and payment reference number issued by the ATO.
- 40.8 Without limiting **clause 40.6**, the purchaser must provide the ATO with any other details required by the ATO in connection with RW payment and the ATO's administration of Subdivision 14E of Schedule 1 to the Taxation Act, within the timeframe (if any) set by the ATO.
- 40.9 On or before the day that is 5 business days prior to the Payment Date, the purchaser must procure its Purchaser's Representative to provide the vendor with a written undertaking stating that the Purchaser's Representative:
- (a) has received the all things necessary to complete and lodge the Form 2 Notification with the ATO, including the purchaser's declaration and the purchaser's authority to complete and lodge the Form 2 Notification; and
 - (b) undertakes to lodge the completed Form 2 Notification with the ATO on or before the day that is 3 business days after the Payment Date.
- 40.10 Without limitation, if the written undertaking required under **clause 40.9** is not provided strictly within the timeframe set out in that clause, then
- (a) the purchaser irrevocably appoints the vendor's solicitor as its representative to complete and lodge the Form 2 Notification; and
 - (b) on the Payment Date, the purchaser must provide to the vendor:
 - (i) a copy of the purchaser's Form 1 Notification lodged with the ATO;
 - (ii) all things necessary things required to complete and lodge the Form 2 Notification with the ATO, including the purchaser's declaration and the purchaser's authority to complete and lodge the Form 2 Notification; and

- (iii) a bank or trust cheque in the amount of \$550 in favour of the vendor's solicitor, which the purchaser agrees is a genuine pre-estimate of the legal costs incurred by the vendor in connection with having to complete and lodge the Form 2 Notification on behalf of the purchaser.

40.11 Subject to **clause 40.12**, on the Payment Date the purchaser must provide the vendor with a bank cheque payable to the Commissioner in the amount specified on the Vendor Notice, being the RW payment. This clause is an essential term of this contract.

40.12 If:

- (a) this Conveyancing Transaction is to be conducted as an electronic transaction;
- (b) the Payment Date is the date on which completion of this contract occurs; and
- (c) the ATO will accept the payment required under **clause 40.9** to be made through the Electronic Lodgement Network,

then the parties agree that RW payment will be made through the Electronic Lodgement Network.

40.13 This **clause 40** does not merge on completion.

41 BANK GUARANTEE

41.1 If the vendor accepts a Bank Guarantee this **clause 40** applies.

41.2 The purchaser agrees that if the expiry date of the Bank Guarantee is at any time earlier than 2 months after the Sunset Date, the purchaser must, no later than 2 months before the expiry date of the Bank Guarantee, deliver to the vendor a substitute Bank Guarantee with an expiry date no earlier than 2 months after the Sunset Date.

41.3 If a substitute Bank Guarantee required to be provided under **clause 41.2** is not delivered within the specified time the purchaser is taken to have not complied with this contract in an essential respect.

41.4 On completion the purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque.

41.5 If the purchaser complies with **clause 41.4**, the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.

41.6 At any time before completion, the purchaser can pay the amount stipulated in the Bank Guarantee to the depositholder by unendorsed bank cheque.

41.7 If the purchaser makes a payment under **clause 41.6**:

- (a) the amount paid is to be treated in all respects as though it was received under **clause 2** as the deposit or part of the deposit, as the case may be, paid to the depositholder before completion; and
- (b) the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.

- 41.8 If the purchaser does not comply with this contract in an essential respect, or the vendor rescinds or terminates this contract, the vendor can (without limiting any other rights the vendor may have) demand payment from the issuer of the Bank Guarantee of the amount stipulated in the Bank Guarantee.
- 41.9 The purchaser must not obtain or seek to obtain an injunction to prevent the vendor from demanding payment from the issuer of the Bank Guarantee under this **clause 41**.
- 41.10 Without limitation, if for any reason:
- (a) the Bank Guarantee becomes invalid, void or if a demand on the Bank Guarantee is not immediately honoured; or
 - (b) an Insolvency Event occurs in respect to the issuer of the Bank Guarantee,
- the vendor can serve notice on the purchaser requiring the purchaser to deliver to the vendor a substitute Bank Guarantee within 7 days time being of the essence.

42 INTEREST, ADJUSTMENTS AND NOTICE TO COMPLETE

- 42.1 If the purchaser completes this contract but cannot do so on or before the completion date, then on completion:
- (a) the purchaser must pay the vendor interest at the Interest Rate on:
 - (i) the balance of the price;
 - (ii) any other amount payable on completion by the purchaser to the vendor under this contract; and
 - (iii) half of the deposit,from but excluding the completion date to and including the date of completion; and
 - (b) despite **clause 14**, adjustments are to be made as at the earlier of:
 - (i) the completion date; and
 - (ii) the date possession of the property is given to the purchaser.
- 42.2 The purchaser cannot require the vendor to complete this contract unless the interest payable under this **clause 42** is paid to the vendor on completion.
- 42.3 The vendor may, in its absolute discretion, complete this contract without receiving the interest payable under **clause 42**.
- 42.4 If the vendor completes this contract in accordance with **clause 42.3**, then the vendor reserves its rights to claim interest under this **clause 42** after completion and this right will not merge on completion.
- 42.5 If the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete:
- (a) the purchaser need not pay interest under this **clause 42** in respect of the period before the date the vendor can complete; and

- (b) unless possession of the property has been given to the purchaser, adjustments under **clause 14** are not made as at the adjustment date but as at the date the vendor can complete.

42.6 If a party is entitled to serve a notice to complete:

- (a) a period of not less than 14 days after the day on which the notice is served is a reasonable and sufficient period for the purpose of making the time for completion essential;
- (b) the notice may nominate an hour of the day during business hours by which completion must take place in which event completion at or by the hour of the day specified is essential; and
- (c) the party serving the notice can withdraw it at any time after it is served.

42.7 If a party is entitled to serve a notice to complete and serves such notice, the party receiving the notice must, if requested by the party serving the notice, pay to the solicitor of the party serving the notice, on completion, the sum of \$330 (which includes GST of \$30) which the party receiving the notice agrees is a genuine pre-estimate of the legal costs incurred by the party serving the notice, in connection with the service of the notice to complete and the circumstances which resulted in its service.

42.8 If the purchaser makes an appointment for settlement with the vendor and subsequently cancels settlement, then the purchaser must pay to the vendor's solicitor on completion, the sum of \$275 (which includes GST of \$25), which the purchaser agrees is a genuine pre-estimate of the legal costs incurred by the vendor in preparing for the cancelled settlement.

43 COUNCIL AND WATER AND SEWERAGE RATES AND LAND TAX

43.1 If, at completion:

- (a) a separate assessment for council rates in respect of the property for the year current at completion has not been received by the vendor; or
- (b) the purchaser has not served a certificate from the Council showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- (d) on completion the parties must adjust the amount referred to in **part 1** of **Schedule 9** under **clause 14**, but subject to **clause 42.1(b)** where applicable.

43.2 If, at completion:

- (a) a separate assessment for water and sewerage rates in respect of the property for the quarter current at completion has not been received by the vendor; or
- (b) the purchaser has not served the vendor with a certificate from the Water and Sewerage Authority showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
 - (d) on completion the parties must adjust the amount referred to in **part 2 of Schedule 9** under **clause 14** but subject to **clause 42.1(b)** where applicable.
- 43.3 Before completion, the vendor must pay:
 - (a) any assessment for council rates; and
 - (b) any assessment for water and sewerage rates and water usage charges, received by the vendor before completion for any land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for non-payment of rates.
- 43.4 If completion takes place during the land tax year current at the completion date, on completion the parties must adjust the amount referred to in **part 3 of Schedule 9** under **clause 14** but subject to **clause 42.1(b)** where applicable.
- 43.5 If completion does not take place during the land tax year current at the completion date, on completion the purchaser must pay to the vendor the total of:
 - (a) the proportion of the amount referred to in **part 3 of Schedule 9** applicable to the period between the completion date and the 31 December first occurring after that date; and
 - (b) the amount referred to in **part 3 of Schedule 9**.
- 43.6 If the purchaser is ready, willing and able to complete and completion cannot take place before the commencement of the land tax year following the land tax year current at the completion date because the vendor cannot complete, the purchaser need not make the payments referred to in **clause 43.5** and the parties must instead adjust the amount referred to in **part 3 of Schedule 9** under **clause 14**, but subject to **clause 42.1(b)**, where applicable.
- 43.7 No regard is to be had to any actual land tax assessment for any land that includes the property or for the property that is received by the vendor for the land tax year current at the completion date or for the following land tax year.
- 43.8 Before completion, the vendor must pay any assessment for land tax received by the vendor before completion for land that 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 land tax.
- 43.9 If the purchaser serves a land tax certificate showing a charge on the property, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the property.
- 43.10 If:
 - (a) completion occurs during January, February or March;
 - (b) the land tax for land that includes the property or for the property has been paid for the land tax year before the land tax year current at completion; and

- (c) at completion no assessment for land tax for the land tax year current at completion has been received by the vendor for land that includes the property or for the property,

the vendor undertakes to pay the actual assessment if and when it is received and the purchaser:

- (d) cannot make any requisition or claim, delay completion or rescind or terminate because at the date of completion there is a charge for land tax on land that includes the property or for the property; and
- (e) cannot require the vendor to comply with **clause 43.9**.

44 REGISTRATION OF THE ESSENTIAL DOCUMENTATION

44.1 Completion of this contract is conditional upon registration of the Essential Documentation.

44.2 The vendor must use all reasonable endeavours to have the Essential Documentation registered on or before the Sunset Date.

44.3 If the Essential Documentation is not registered on or before the Sunset Date then either party can rescind this contract and the provisions of **clause 19** will apply.

44.4 A party may not give a rescission notice under **clause 44.3** if:

- (a) it is in material default of an obligation under this contract; or
- (b) the Essential Documentation is registered before notice is served under **clause 44.3**.

44.5 Despite **clauses 44.1** and **44.3**, the vendor may at any time extend the Sunset Date by a day for each day that the:

- (a) completion of the construction of the Infrastructure; or
- (b) the registration of the Essential Documentation,

has been delayed because of:

- (c) any delay in the commencement or progressing to completion of construction of the Infrastructure because of:
 - (i) any delay in the vendor becoming the registered proprietor of the land contained in the Development Site;
 - (ii) inclement weather or conditions resulting from inclement weather; or
 - (iii) any civil commotion, combination of workmen strike or lock-out that affects the construction of the Infrastructure or the manufacture or supply of materials for construction of the Infrastructure;
- (d) any delay in the receipt of any approval required in connection with the Development Site from the Consent Authority or any other Authority, which could not reasonably have been foreseen by the vendor;

- (e) any difficulty in complying with the Development Consent, a Construction Certificate or the approval of any other Authority, which could not reasonably have been foreseen by the vendor;
 - (f) any delay or difficulty obtaining finance to construct the Infrastructure or undertake the development; or
 - (g) any other matter or thing which is beyond the control of the vendor.
- 44.6 In order to extend the Sunset Date because of any of the matters referred to in **clause 44.5**, the vendor must serve a notice which:
- (a) states:
 - (i) the reason(s) for the delay;
 - (ii) the number of days of delay; and
 - (iii) the day to which the Sunset Date is extended; and
 - (b) includes with it a certificate issued by the person referred to in **Schedule 7**, which states that the person:
 - (i) has reviewed the notice; and
 - (ii) certifies that they have determined that:
 - (A) there has been a delay for the number of days specified in the notice; and
 - (B) the delay was due to the reason(s) stated in the notice.
- 44.7 In performing the review and certification referred to in **clause 44.6**, the person referred to in **Schedule 7** acts as an expert not an arbitrator.
- 44.8 A notice under and a certificate referred to in **clause 44.6** are final, conclusive and binding between the parties in the absence of fraud or manifest error.
- 44.9 The vendor can extend the Sunset Date under this **clause 44** on more than one occasion.
- 44.10 If:
- (a) the purchaser receives a notice served by the vendor under **clause 44.6**; and
 - (b) the purchaser is of the opinion that the notice or the certificate included with the notice are defective in any way,
- then the purchaser must notify the vendor in writing of the asserted defect(s) in the notice or the certificate before serving a notice to rescind under **clause 44.3**.
- 44.11 A notice served by the purchaser under **clause 44.10** must be served within 14 days of the date on which the vendor has served a notice under **clause 44.6**, failing which the purchaser is deemed to have not complied with **clause 44.10**.
- 44.12 If the purchaser purports to rescind under **clause 44.3** for reasons including that the notice by the vendor under or the certificate referred to in **clause 44.6** were in any way defective,

that rescission is ineffective and the contract remains on foot until the purchaser complies with **clause 44.10**.

- 44.13 Upon receiving a notice under **clause 44.10**, the vendor may, within 14 days of receiving that notice:
- (a) withdraw the notice served under **clause 44.6**;
 - (b) serve a further notice under **clause 44.6**; or
 - (c) inform the purchaser that the vendor relies on the notice served under **clause 44.6** as having extended the Sunset Date in accordance with this contract.
- 44.14 Any notice served by the vendor under **clause 44.13** is to be taken to have been served at the date of the notice it is replacing, even if the Sunset Date it is extending has expired at the time the notice under **clause 44.13** is served.
- 44.15 Unless the vendor serves a further notice under **clause 44.13**, the purchaser can exercise any rights under the notice to which the purchaser's notice under **clause 44.10** related, 14 days after the purchaser serves the notice under **clause 44.10**.
- 44.16 The aggregate of any extensions to the Sunset Date by the vendor under **clause 44.5** must not exceed 12 months.

45 DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS

- 45.1 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because there is a difference between:
- (a) a document referred to in **column 1 of Schedule 8**; and
 - (b) the document referred to that is next to it in **column 2 of Schedule 8**,
- unless the difference detrimentally affects the property to an extent that is substantial, when the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.
- 45.2 For the purposes of **clause 45.1**, the purchaser agrees that a difference, by way of reduction, between the area of the property shown in the Draft Deposited Plan as compared to the area of the property shown on the Deposited Plan will not detrimentally affect the property to an extent that is substantial if the difference is equal to or less than 5% of the area of the property shown in the Draft Deposited Plan.

46 REPLACEMENT OF DOCUMENTS

- 46.1 At any time before the vendor serves notice that the Essential Documentation is registered, the vendor can serve notice (**Replacement Notice**) that the vendor wishes to replace a document attached to this contract as identified in that notice (**Replaced Document**) with another document a copy of which is forwarded with that last mentioned notice (**Replacement Document**).
- 46.2 From the day of service of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.

- 46.3 Subject to **clause 46.4**, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate because, as a result of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- 46.4 Subject to **clause 46.5**, if there is a difference between the Replaced Document and the Replacement Document that detrimentally affects the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Replacement Notice.
- 46.5 For the purposes of **clause 46.4** if the area of the property as shown in the Replacement Draft Deposited Plan is different from the area of the property as shown in the Replaced Draft Deposited Plan the parties agree that difference will only affect the property to an extent that is substantial if the area of the property as shown in the Replacement Draft Deposited Plan is less than the area of the property as shown in the Replaced Draft Deposited Plan by an amount of more than 5%.

47 EASEMENTS AND OTHER MATTERS

- 47.1 The vendor discloses and the purchaser is aware that all:

- (a) the easements, restrictions on use and positive covenants;
- (b) the leases, agreements and arrangements;
- (c) the rights and privileges; and
- (d) the land,

that the vendor may wish to create, enter into, make, grant, acquire or dispose of, whether by dedication or otherwise, may not have been created, entered into, made, granted, acquired or disposed of as at the contract date or as at completion.

- 47.2 The vendor discloses and the purchaser is aware that the vendor intends on granting easements, or other rights of access, which will burden the land and benefit adjoining lots. As at the date of this contract the easements, or rights of way, which are intended to be created are shown on the Draft Deposited Plan. Nothing in this **clause 47.2** restricts or will act as a waiver or otherwise affect the vendor's rights under **clauses 47.1, 47.3 or 47.4**.

- 47.3 The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to vary:

- (a) easements, restrictions on use or positive covenants;
- (b) leases, agreements or arrangements; or
- (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

- 47.4 The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to release, surrender or otherwise bring to an end:

- (a) easements, restrictions on use or positive covenants;

- (b) leases, agreements or arrangements; or
- (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

47.5 Subject to **clause 47.6**, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate:

- (a) because any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as contemplated by **clause 47.1**;
- (b) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by **clause 47.2**; or
- (c) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by **clause 47.4**.

47.6 If:

- (a) any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as contemplated by **clause 47.1**;
- (b) any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by **clause 47.2**; or
- (c) any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by **clause 47.4**,

before completion:

- (d) which is not disclosed in, or otherwise contemplated by, this contract; and
- (e) the effect of which is to detrimentally affect the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

48 ENTRIES OR NOTATIONS ON FOLIO IDENTIFIERS

48.1 The vendor discloses and the purchaser is aware:

- (a) that Property Notifications together with other entries or notations may be on the folio identifier for the property; and
- (b) of the effect of the Property Notifications and the terms of the documents giving rise to them.

- 48.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate:
- (a) because of the Property Notifications or because of any departure from or non compliance with the terms of the documents giving rise to them; or
 - (b) because of:
 - (i) any entry or notation on the folio identifier for the property that is not one of the Property Notifications; or
 - (ii) any departure from or non compliance with the terms of the document giving rise to the entry or notation referred to,unless the entry or notation or departure or non compliance, as the case may be, results in a difference that detrimentally affects the property to an extent that is substantial, when the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

49 EXERCISE OF CERTAIN RIGHTS TO RESCIND

If a right to rescind given by a clause referred to in this contract is not exercised within the period specified in the clause for its exercise if applicable, then it cannot be exercised.

50 CONTRACT NOT SUBJECT TO FIRB APPROVAL

- 50.1 On the contract date, the purchaser must:
- (a) advise the vendor if the purchaser is a Foreign Person;
 - (b) give the vendor's solicitor a completed and executed FIRB Form; and
 - (c) if the person is a Foreign Person, give the vendor's solicitor a copy of the FIRB Approval.
- 50.2 In addition to the information provided by the purchaser in the FIRB Form, the purchaser must give the vendor any information regarding the purchaser's residency status and, if applicable, the residency status of the purchaser's directors, shareholders, trustees or beneficiaries (as applicable), within 7 days of receiving a request to do so.
- 50.3 This **clause 50** is an essential term of the contract.
- #### **51 REQUISITIONS**
- 51.1 The purchaser agrees that the only form of requisitions that it can make under **clause 5.2.1** is the form of the requisitions attached to contract (**General Form**).
- 51.2 If the purchaser is entitled under this contract to make any requisition other than those set out in the General Form, the purchaser can only do so no later than 3 business days before the date for completion.
- 51.3 The vendor will give responses to all requisitions made by the purchase (subject to the purchaser being entitled to make those requisitions) on or before the completion due date.

51.4 The purchaser must not:

- (a) make any Claim;
- (b) seek to rescind or terminate this contract;
- (c) seek to delay completion of this contract,

because of any answers that the vendor gives in response to any requisitions made by the purchaser in connection with this contract.

52 DEVELOPMENT ACTIVITIES

52.1 The vendor discloses and the purchaser is aware that Development Activities on the Development Site and nearby land are not completed and that Development Activities will continue to be carried out after the contract date and after completion.

52.2 The vendor must use reasonable endeavours to ensure that Development Activities carried out within the Development Site after completion cause the purchaser as little inconvenience as is reasonably practicable.

52.3 The purchaser cannot make any claim or requisition, delay completion, rescind or terminate because Development Activities are being carried out within the Development Site.

52.4 After completion:

- (a) the vendor must not carry out Development Activities on the property otherwise than at the request of the purchaser; and
- (b) the purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Development Activities are being carried out or because of the manner in which they are being carried out.

53 SELLING AND LEASING ACTIVITIES

53.1 Both before and after completion and until the completion of the sale of all property forming part of the Development Site the vendor and persons authorised by the vendor may:

- (a) conduct selling and leasing activities throughout the Development Site (**Selling and Leasing Activities**);
- (b) place and maintain throughout the Development Site:
 - (i) signs of all kinds in connection with Selling and Leasing Activities; and
 - (ii) display suites, offices and other facilities for people involved in Selling and Leasing Activities;
- (c) operate a display village within the Development Site; and
- (d) hold any event or function within the Development Site in connection with Selling and Leasing Activities.

53.2 The vendor must use reasonable endeavours to ensure that the conduct of Selling and Leasing Activities causes the purchaser as little inconvenience as is reasonably practicable.

- 53.3 The purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Selling and Leasing Activities are being conducted or because of the manner in which they are being conducted within the Development Site unless such activities are being conducted in breach of any applicable planning regulations.

54 ATTACHMENTS

The vendor does not warrant the accuracy or completeness of any document referred to in **part 1 of Schedule 1**.

55 ASSIGNMENT AND NOVATION

- 55.1 The vendor discloses and the purchaser is aware that the vendor may assign or novate the vendor's interest in this contract to a purchaser or successor in title to the Development Site (**Successor**).
- 55.2 The vendor may provide a Successor, or a prospective purchaser of part or all of the Development Site, with a copy of this contract including the name and contact details of the purchaser.
- 55.3 The purchaser must, if requested to do so by the vendor, promptly enter into a deed with the vendor and the vendor's successor in title (at the purchaser's cost) on terms reasonably required by the vendor to give effect to the assignment or novation referred to in **clause 55.1**. The purchaser acknowledges and agrees that such deed may:
- (a) include a release of the vendor from the vendor's obligations under this contract; and
 - (b) provide the vendor, or the Successor, a substitute Bank Guarantee noting the Successor as the vendor within 5 days of being requested to do so.
- 55.4 The purchaser cannot make any requisition or Claim, delay completion or rescind or terminate because of anything referred to in in this **clause 55**.

56 GRANTING OF SECURITY

- 56.1 The vendor discloses and the purchaser is aware that the vendor has granted or may grant a mortgage, charge or other security over the vendor's interest in:
- (a) this contract;
 - (b) the deposit paid under this contract; or
 - (c) some or all of this contract, and the deposit paid under this contract,
- and, if the vendor has done or does do so, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate.
- 56.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate this contract if in connection with:
- (a) the Development Site, or a part of the Development Site;

- (b) the vendor; or
- (c) the land set out in **clause 56.2(a)** and the vendor,

a person holding a mortgage over the Development Site, or a part of the Development Site, or security from the vendor becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

57 ENCUMBRANCES

- 57.1 If a mortgage or caveat is recorded on the folio identifier for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.
- 57.2 Despite **clause 57.1** if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio identifier for the property the purchaser must complete this contract despite that caveat.

58 CAVEAT BY PURCHASER

- 58.1 Subject to **clause 58.2** the purchaser must not lodge a caveat for recording on the folio identifier for the Development Site or any part of the Development Site.
- 58.2 The purchaser can lodge a caveat for recording on the folio identifier for the property after the creation of that folio identifier.

59 TRUSTEE WARRANTIES

- 59.1 This **clause 59** only applies if the purchaser is entering into the contract in its capacity as trustee of a trust.
- 59.2 The purchaser warrants and represents to the vendor that:
 - (a) it has the power to enter into and perform its obligations under this contract and has obtained all necessary consents to enable it to do so;
 - (b) the entry into and performance of its obligations under this contract, does not constitute a breach of any obligation (including without limit, any statutory, contractual or fiduciary obligation) or default under any agreement or undertaking by which the purchaser is bound.
 - (c) the purchaser:
 - (i) is the only trustee of the trust;
 - (ii) has a right to be fully indemnified out of the assets of the trust in respect of the obligations incurred by it under this contract and any document contemplated by those documents; and
 - (iii) is not in breach of the trust's trust deed;
 - (d) the purchaser has power under the trust deed to, and all action required under the trust deed has been taken to, authorise the purchaser to:

- (i) execute and deliver this contract and any documents contemplated by those documents;
 - (ii) perform its obligations under this contract and any document contemplated by those documents; and
 - (iii) such execution, delivery and performance does not contravene the trust's trust deed; and
- (e) the trust has not been terminated and no action is pending to terminate the trust.

59.3 The purchaser warrants to the vendor that each Purchaser Warranty:

- (a) is at the date of this contract true, accurate and not misleading; and
- (b) is separate and independent, and except as expressly provided, is not limited by reference to any other Purchaser Warranty or any provision of this contract or any document contemplated by these documents.

59.4 The purchaser must advise the vendor promptly after becoming aware that any Purchaser Warranty is no longer true, accurate or is misleading.

59.5 The purchaser indemnifies the vendor against any claim arising from or incurred in connection with, the breach of any Purchaser Warranty, (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher). A breach of the Purchaser's Warranty is not remedied until any amount payable by the purchaser to the Vendor this **clause 59** in connection with the breach is paid.

60 GUARANTEE AND INDEMNITY

60.1 This **clause 60** only applies if the name of a guarantor has been inserted on the front page.

60.2 In this contract unless the contrary intention appears:

- (a) a reference to guarantor is a reference to all of the persons named as guarantor jointly and each of them severally; and
- (b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.

60.3 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the purchaser and the guarantor. The guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

60.4 The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.

60.5 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor within 14 days of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

- 60.6 If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations within a reasonable time of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 60.7 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:
- (a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and
 - (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatever.
- 60.8 This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 60.9 The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:
- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (c) any variation, assignment or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- 60.10 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:
- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
 - (b) prove in competition with the vendor if:
 - (i) a liquidator, provisional liquidator, administrator, trustee in bankruptcy or other similar functionary is appointed in respect of the purchaser;
 - (ii) the purchaser executes a deed of company arrangement under Part 5.3A of the Corporations Act or a personal insolvency agreement under Part X of the *Bankruptcy Act 1966* (Cth); or
 - (iii) the purchaser is otherwise unable to pay its debts when they fall due.
- 60.11 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

- 60.12 The guarantor agrees to pay interest at the Interest Rate on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise accruing interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The guarantor agrees to pay this amount within 14 days of demand from the vendor. A demand can be made at any time.
- 60.13 The guarantor agrees to promptly enter into any deed required by the vendor under **clause 66** if requested to do so by the vendor at the guarantor's cost.
- 60.14 If for any reason the guarantor named on the front page has not executed this contract, then the purchaser must do all things necessary to procure a guarantee and indemnity from the guarantor on or substantially on the same terms as this **clause 60** within 7 days of a written demand made by the vendor.
- 60.15 Without limiting **clause 60.14**, the vendor can require the purchaser to procure the guarantor to execute any of the following:
- (a) the contract (as guarantor); or
 - (b) a deed on or substantially on the same terms as this **clause 60**,
within 7 days of a written demand made by the vendor.
- 60.16 This **clause 60** is an essential term of this contract.

61 POSITION OF WATER AND SEWERAGE AUTHORITY'S SEWER AND OTHER SERVICES

- 61.1 The vendor discloses and the purchaser is aware that:
- (a) the position of the Water and Sewerage Authority's sewer in relation to the property at completion may not be as shown in the diagram supplied by the Water and Sewerage Authority, a copy of which is attached to this contract; and
 - (b) the vendor is not sure what the exact position of the Water and Sewerage Authority's sewer and other services will be in relation to the property at completion.
- 61.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of:
- (a) the position of the Water and Sewerage Authority's sewer or any other services in relation to the property at completion;
 - (b) the unavailability from the Water and Sewerage Authority of a current diagram showing the position of the Water and Sewerage Authority's sewer in relation to the property at completion; or
 - (c) the matters referred to in **clause 61.1**.

62 CONSTRUCTION OF FENCES AND RETAINING WALLS

The purchaser:

- (a) cannot require a contribution to the cost of any fencing or retaining wall works between the property and the adjoining property if the vendor owns the relevant adjoining property;
- (b) must ensure that any transferee of the property cannot make a claim against the vendor in relation to such costs; and
- (c) acknowledges that the provisions of this **clause 62** will be included in the transferee deed referred to in **clause 66**.

63 STORING AND DUMPING MATERIAL AND WASTE

- 63.1 The purchaser must not, and must ensure that any appointed builder or other agent does not, store or dump any materials or waste on any land outside of the property.
- 63.2 If the purchaser, or the purchaser's builder or other agent, does store or dump any materials or waste on any land outside of the property, the vendor may, at the purchaser's cost, remove the materials or waste. Any costs incurred by the vendor to remove the materials or waste will comprise a debt owed by the purchaser to the vendor.

64 NO SUBDIVISION OR MULTIPLE OCCUPANCY DWELLINGS

Following completion, the purchaser must not:

- (a) subdivide the property; or
- (b) construct a multiple occupancy dwelling on the property,

without the vendor's prior written consent, which may be granted or withheld at the vendor's absolute discretion.

65 NO SALE OR TRANSFER WITHOUT VENDOR'S CONSENT

- 65.1 The purchaser must not transfer, sell, enter into or purport to enter into any agreement to transfer or sell the property, or any interest in the property, to any person at any time on or prior to the date of completion of this contract without the consent of the vendor.
- 65.2 The vendor's consent under **clause 65.1** may be withheld, granted conditionally or granted unconditionally, in the vendor's absolute discretion.
- 65.3 If the vendor gives its consent under **clause 65.1**, the purchaser must:
 - (a) comply with **clause 4.3** and **clause 66** (as applicable);
 - (b) provide the vendor with copies of the proposed advertising material for the vendor's written approval;
 - (c) not use any marketing material for the sale of the property which has been used by the vendor;
 - (d) not place any signage on the property by the purchaser or their agents;

- (e) ensure that the marketing material or sale of the property does not or is not likely to detrimentally affect the vendor's sale of other lots in the Development Site or for the vendor to obtain any finance for the Development Site; and
- (f) comply with any other conditions set down by the vendor.

65.4 This **clause 65** is an essential term of the contract.

66 TRANSFEREE'S ENTRY INTO DEED

66.1 The purchaser must ensure that:

- (a) a transferee substituted for the purchaser under **clause 4.3**; or
- (b) a transferee of the property from the purchaser,

enters into a deed with the vendor incorporating into that deed such parts of this contract as are necessary so that the vendor obtains the intended benefit of all of the purchaser's obligations that survive completion.

66.2 The purchaser is must pay the vendor's legal costs in preparing a deed referred to in **clause 66**.

66.3 The provisions of **clause 66.1** operate at any time during the period:

- (a) commencing from the contract date; and
- (b) ending on the date that is 3 years from the date of completion of this contract.

67 DEATH, DISABILITY OR INSOLVENCY

67.1 If the purchaser, or if the purchaser consists of 2 or more persons, any of those persons:

- (a) dies; or
- (b) is so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held of the vendor, unable to complete this contract on time,

then the vendor can rescind by giving a notice in writing to the purchaser's solicitor at any time before completion.

67.2 If the purchaser is a company and:

- (a) resolves to go into liquidation;
- (b) has a petition for its winding up presented;
- (c) subject to sections 415D – 415G of the Corporations Act, enters into any scheme or arrangement with its creditors under the Corporations Act, or
- (d) subject to sections 451E – 451H of the Corporations Act, has a receiver, administrator or official manager appointed to it, or

then the purchaser is in default of an essential term of this contract.

- 67.3 The provisions of **clause 67.1** and **clause 67.2** do not limit or restrict any rights or remedies which would have been available to the vendor at law or in equity if these clauses had not been included in this contract.

68 EXECUTION UNDER POWER OF ATTORNEY

If this contract is executed by an attorney of a party under a power of attorney, including by an attorney of the vendor under the Vendor's Power of Attorney, that attorney is taken to have declared that he has no notice of the revocation of the power of attorney.

69 PERSONAL INFORMATION

- 69.1 The purchaser is aware that the vendor will obtain Personal Information about the purchaser and their associates during the course of the transaction the subject of this contract.
- 69.2 The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any Related Body Corporate of the vendor and to third parties where such disclosure:
- (a) is in connection with the conduct of the vendor's business; or
 - (b) is to an owner of an adjoining property for the purpose of the construction of a dividing fence.
- 69.3 A copy of the vendor's applicable privacy policy is available from the vendor on request.
- 69.4 The purchaser consents to the use of such Personal Information as contemplated by this **clause 69**.

70 SERVICE OF DOCUMENTS BY ELECTRONIC MEANS

Notwithstanding any clause of this contract to the contrary, the purchaser acknowledges and agrees that the vendor may serve a copy of a document under this contract in electronic form, including:

- (a) by email, using the purchaser's solicitor's email address which that solicitor has used when communicating with to the vendor's solicitor; or
- (b) on CD, DVD or USB memory stick, provided that at the time of service the format used is readily accessible.

71 CHANGE OF CONTACT PARTICULARS

- 71.1 A party must serve notice if:
- (a) its Contact Particulars, or the Contact Particulars of its solicitor, change from its Contact Particulars or the Contact Particulars of its solicitor referred to in this contract or notified to the other party after the contract date; or
 - (b) its solicitor changes, advising of the Contact Particulars of its new solicitor,
- within 14 days of the change occurring.

- 71.2 Until such time as a notice referred to in **clause 71.1** is served, a party is entitled to serve any document under or relating to this contract by reference to the Contact Particulars of the other party or the other party's solicitor referred to in this contract and such service is sufficient service on the other party.

72 GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

- 72.1 This contract is governed by the law in force in New South Wales.
- 72.2 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 by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 72.3 Any document in an action (including any writ of summons or other originating process or any third or other party notice) can be served by being delivered to or left for that party at that party's solicitor's address.

73 NO MERGER

The clauses in this contract which are expressed or implied to apply after completion will not merge on completion.

SCHEDULES

SCHEDULE 1

Part 1

Copies of the following documents are attached:

- 1 Title search for folio identifier 11/27/1459
- 2 Deposited Plan 1459
- 3 Certificates under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for folio identifier 11/27/1459
- 4 Sewage Connection Diagram 11/27/1459
- 5 Sewer Service Diagram 11/27/1459

Part 2

Copies of the following documents are attached:

Attachment A Draft Deposited Plan

Attachment B Draft Deposited Plan Instrument

Attachment C Requisitions

Attachment D FIRB Form

Attachment E Vendor Notice

SCHEDULE 2

(Clause 33 NOTIFICATIONS)

(Property Notifications)

Interests recorded on folio identifier 11/27/1459

SCHEDULE 3

(Clause 33 ENERGY AUTHORITY)

Endeavour Energy

SCHEDULE 4

(Clause 33 ESSENTIAL DOCUMENTATION)

Deposited Plan

SCHEDULE 5

(Clause 33 SUNSET DATE)

18 December 2020

SCHEDULE 6

(CLAUSE 33 WATER AND SEWERAGE AUTHORITY)

Sydney Water

SCHEDULE 7

The vendor's project manager

SCHEDULE 8

(Clause 45 DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS)

Column 1

Draft Deposited Plan

Draft Deposited Plan Instrument

Column 2

Deposited Plan

Deposited Plan Instrument

SCHEDULE 9

(Clause 43 COUNCIL RATES, WATER AND SEWERAGE RATES AND LAND TAX)

Part 1

\$1,850 per annum

Part 2

\$350 per quarter

Part 3

\$1,500 per annum

DOCUMENTS REFERRED TO IN PART 1 OF SCHEDULE 1



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/27/1459

SEARCH DATE

8/5/2018

TIME

6:58 PM

EDITION NO

2

DATE

22/12/2017

LAND

LOT 11 OF SECTION 27 IN DEPOSITED PLAN 1459
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF ST MATTHEW COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1459

FIRST SCHEDULE

GOLDMATE PROPERTY RIVERSTONE NO 3 PTY LTD

(T AM998182)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM998183 MORTGAGE TO CENTAUR PROPERTY HOLDINGS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1237193.

*** END OF SEARCH ***

18620063

PRINTED ON 8/5/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack 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.

Lodged by H. J. Spence
 20/1/1999
 DP 0001459 P

DP1459

ROSEBERRY PARK

— RIVERSTONE —

Part 2500ac granted to MCC O'Connell

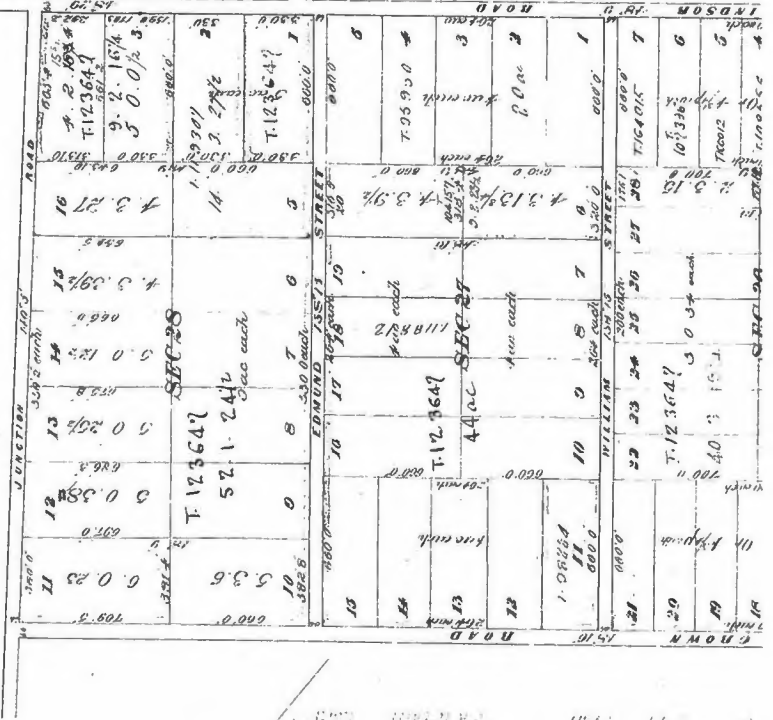
PWS Matthew County Cumberland

Scale 400 ft. = 1 inch

Part of 2500ac grant to Maurice Charles O'Connell 15 May 1810

1459

COPY MADE
 EXAMINED



DP 0001459 P

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For Sub. here see Dep. Plans 744 & 337
 This is a Division marked normal, to the satisfaction of the Surveyor General, L.S.
 made before me at Springfield, Mo. 17th day of July 1898

[Signature]

DP 1459 E

for subdivision here see Deposited Plan 1150

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DP 1459 (E)

Sgd. W.H. Birsted. L.S.
17th April 1884.

NOTES		PARTICULARS	
(1)	PT. 11	25	M 12/19003. AMENDMENT OF C.T. VO. 872 FO. 5.
(2)	18.19	25	F.P. 339044 (COMP)
(3)	7	25	F.P. 339082 (COMP)
(4)	21	25	F.P. 33662 (COMP) F.P. 345285 (COMP)
(5)	14	27	F.P. 346979 (COMP)
(6)	24	26	SEE PPS D 422619
(7)	10	28	RESID. FOR HOUSE PURPS. GAZ. FO. 494 1-3-46
(8)	6	26	F.P. 355736 (COMP)
(9)	15	27	F.P. 357141 (COMP)
(10)	6	25	F.P. 369815 (COMP) F.P. 402604 (COMP)
(11)	PT. 4.16	28	RESUMED FOR EASE MT. FOR TRANS LINE
(12)	5	25	GAZ. 6-4-51 FO. 1011. N.R. 452089.
(13)	12	25	F.P. 374036 (COMP)
(14)	17	25	F.P. 374253 (COMP)
(15)	13-15	28	F.P. 374644 (COMP)
(16)	20	25	RESUMPTN. OF EASEMT. FOR TRANSMISSION
(17)	PT. 21	25	LINE. GAZ. 25-5-56 FOS. 1494/5-N.R.G.59264
(18)	24	25	F.P. 416594 (SUR)
(19)	PT. 21	26	F.P. 416596 (COMP)
(20)	PT. 21	26	F.P. 421267 (SUR)
(21)	PT. 3	25	NOW ROAD VIDE D.P. 216807
(22)	PT. 3.6	25	WILLIAM ST. AFFECTED BY PROCLAMATION UNDER SEC 224
(23)	PT. 3.6	25	L.G. ACT 1919. GAZ. 7-5-65 FO. 1493.
(24)	PT. 3.6	25	D.P. 517114 (COMP)
(25)	PT. 3.6	25	D.P. 534508 (COMP)
(26)	PT. 3.6	25	D.P. 534508 (COMP)
(27)	PT. 3.6	25	PT. WILLIAM ST. ROAD CLOSED GOV. GAZ. 13-6-69. FO. 2222
(28)	PT. 3.6	25	VAR. D.P. 238054 (SUR) PROPOSED ROAD.
(29)	PT. 3.6	25	PT. WILLIAM ST. D.P. 543192 (SUR) EASEMENT
(30)	PT. 3.6	25	D.P. 550132 (COMP)
(31)	PT. 3.6	25	D.P. 550131 (COMP)
(32)	PT. 3.6	25	D.P. 550344 (COMP)
(33)	PT. 3.6	25	D.P. 550345 (COMP)
(34)	PT. 3.6	25	D.P. 552059 (COMP)
(35)	PT. 3.6	25	D.P. 552120 (COMP)
(36)	PT. 3.6	25	D.P. 552220 (SUR)
(37)	PT. 3.6	25	D.P. 552439 (SUR)
(38)	PT. 3.6	25	D.P. 552663 (SUR)
(39)	PT. 3.6	25	D.P. 552952 (SUR)
(40)	PT. 3.6	25	D.P. 510002 (COMP)

Applicant Details

Your reference 18620061

INFO TRACK
DX 578
SYDNEY

Certificate Details

Certificate no.	PL2018/03914	Fee: \$133.00
Date issued	11 May 2018	Urgency fee: N/A
Receipt no.	ePay Ref 3968	

Property information

Property ID	115560	Land ID	115560
Legal description	LOT 11 SEC 27 DP 1459		
Address	137 CROWN STREET RIVERSTONE NSW 2765		
County	CUMBERLAND	Parish	STMATTHEW

PLANNING CERTIFICATE (Section 10.7(2 & 5))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with *Environmental Planning and Assessment Regulation 2000*.

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Section 10.7(2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 Other Applicable State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

1.4 Proposed State Environmental Planning Policies

Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2014*.

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning*

Policy (Sydney Region Growth Centres) 2006 or the Growth Centre Precincts Development Control Plan 2014.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

Zone R2 Low Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3.

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

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

7.1 Contaminated Lands Policy and Asbestos Policy Schedule 6

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected

prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.

9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Bushfire - 100m buffer

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

17. Paper subdivision information

Not applicable

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

19. Affected building notices and building product rectification orders

19.1 Affected building notices

Council is not aware of any affected building notice in force for the subject land.

19.2 Building product rectification orders

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

Section 10.7(5)

The following information is provided under Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*. As per section 10.7(6) of the Act, Council shall not incur any liability in respect of any advice provided in good faith under section 10.7(5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

Planning Instruments and Covenants

The provisions of any covenant, agreement or instrument applying to this land that restrict or prohibit certain development may be inconsistent with the provisions of an environmental planning instrument. In such cases, the provisions of any such covenant, agreement or instrument may be overridden.

Loose-filled Asbestos Insulation

Some residential homes located in the Blacktown Local Government Area may potentially contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information

Biodiversity and Threatened Species Conservation

The land is affected by a tree preservation control under Clause 5.9 of the Blacktown Local Environmental Plan 2015. A person shall not ringbark, cut down, lop, top, remove, injure or wilfully destroy any tree, or cause any tree to be ringbarked, cut down, topped, lopped, injured or wilfully destroyed, except with the consent of the Council.

The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a Regional Environmental Plan, State Environmental Planning Policy or Blacktown Local Environmental Plan 2015, in which case the provisions of any such covenant, agreement or instrument may be overridden.

The *Threatened Species Conservation Act 1995* provides for the conservation of threatened species, populations and ecological communities of animals and plants.

☐

The *Environment Protection and Biodiversity Conservation Act 1999* provides protection for items of national significance. Items of national environmental significance include nationally threatened animal and plant species and ecological communities.

The Act requires a separate Commonwealth approval to be obtained where an action is likely to have significant impacts on items of national environmental significance.

For further information on this matter, please contact the Australian Government's Department of the Environment.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

SEPP (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP Building Sustainability Index (BASIX) 2004

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

SEPP (Exempt and Complying Development Codes) 2008

This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

SEPP (Sydney Region Growth Centres) 2006

This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

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

This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, effective 12.10.07.

SEPP (Infrastructure) 2007

The aim of this policy is to facilitate the orderly and economic use and development of rural

lands for rural and related purposes. This SEPP Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

SEPP (Miscellaneous Consent Provisions) 2007

This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

SEPP (State Significant Precincts) 2005

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

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

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

SEPP No. 1 - Development Standards

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

SEPP No. 19 - Bushland in Urban Areas

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

SEPP No. 21 - Caravan Parks

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

SEPP No. 30 - Intensive Agriculture

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 33 - Hazardous and Offensive Development

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

SEPP No. 55 - Remediation of Land

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

SEPP No. 62 - Sustainable Aquaculture

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and

categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No. 64 - Advertising and Signage

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

SEPP No. 65 - Design Quality of Residential Apartment Development

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SREP No. 30 - St Marys

Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

SEPP (Western Sydney Employment Area) 2009

This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

SEPP (Western Sydney Parklands) 2009

The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

SEPP (Western Sydney Recreation Area)

This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
Proforma ID: 478455

End of Certificate

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF **BLACKTOWN****(RIVERSTONE)**Copy of
Diagram No.**3004686**

INDICATES - DRAINAGE FITTINGS

■	Manhole	□	P	P. Trap
□	Chr.	■	R	Reflux Valve
●	L.H.	○	C	Cleaning Eye
□	Boundary Trap	○	V	Vertical Pipe
□	Inspection Shaft	IP		Induct Pipe
■	Pit	MF		Mica Flap
■	Grease Interceptor	Jn.		Junction
■	Gully	•	RP	Rodding Point

SYMBOLS AND ABBREVIATIONS



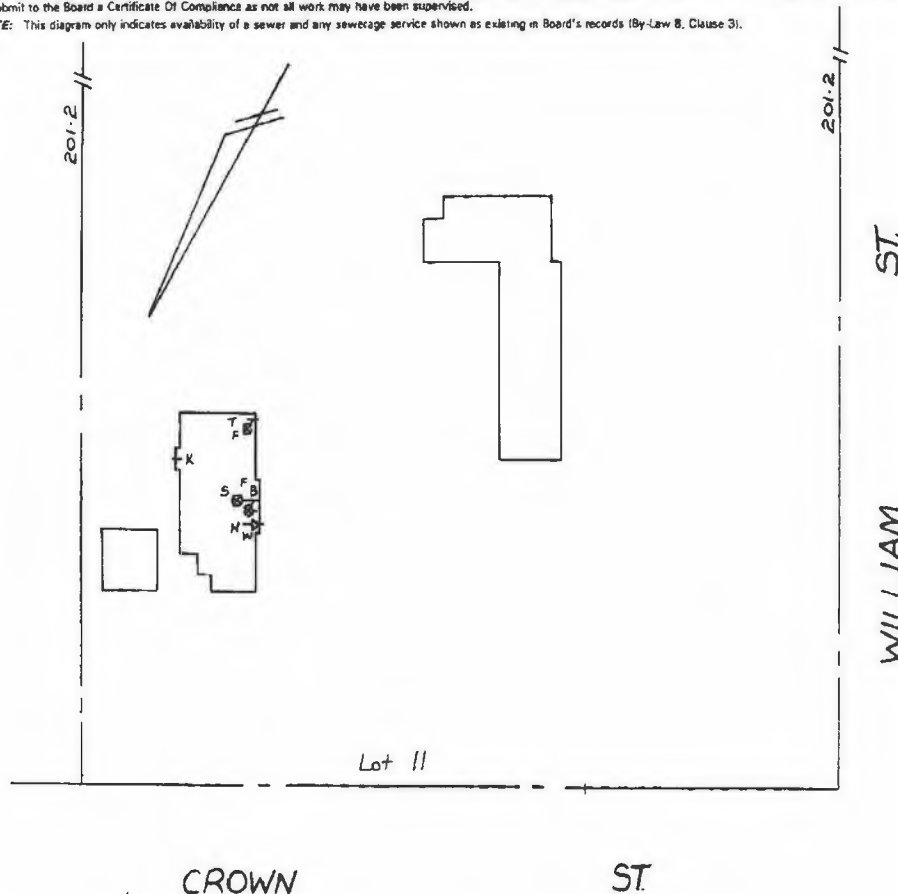
INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	Bkt	Bidet
O V	Vent Pipe	S	Shower
T	Tube	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
O SY	Soil Vent Pipe	O WS	Waste Stack

NO SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



CROWN

ST

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. T681	DRAINAGE Inspected by		PLUMBING Inspected		YES	NO
	Inspector _____		Inspector _____			
	Date of Issue _____		Cert. Of Compliance No. _____			
	Field Diagram Examined by _____		Outfall _____			
Tracing Checked by _____		Drainer _____				
		Plumber _____				
		Boundary Trap is not required		For Regional Manager		

Connection Date: _____

Form 776-6-1-06 Rev 11 April 1971 3271441 Water Board Printing Services

Disclaimer

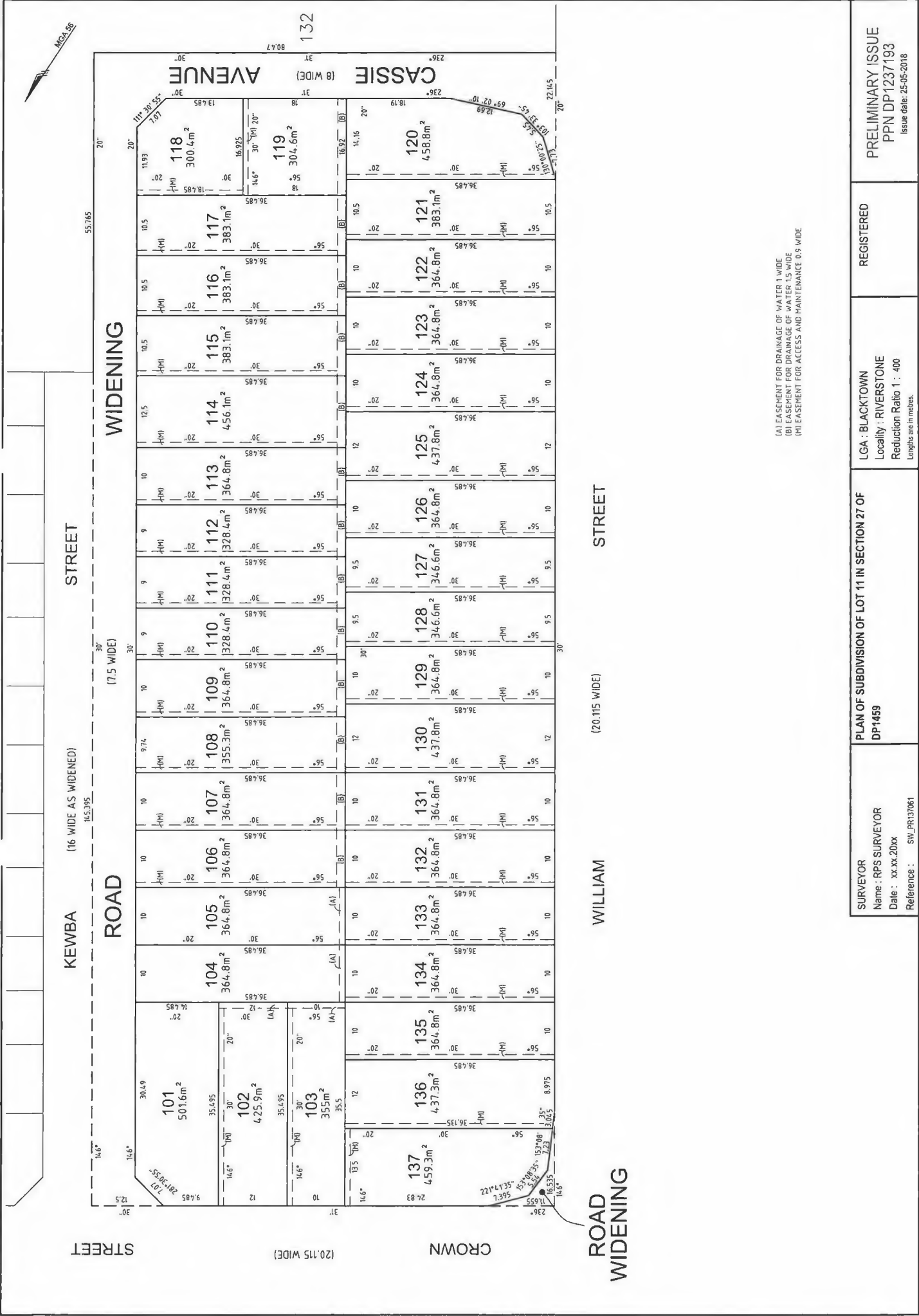
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.



Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

DOCUMENTS REFERRED TO IN PART 2 OF SCHEDULE 1

ATTACHMENT A
DRAFT DEPOSITED PLAN



SURVEYOR Name : RPS SURVEYOR Date : xx.xx.20xx Reference : SW_PR137061 (PA137061 DP 180520.4.m)	PLAN OF SUBDIVISION OF LOT 11 IN SECTION 27 OF DP1459	LGA : BLACKTOWN Locality : RIVERSTONE Reduction Ratio 1 : 400 Lengths are in metres.	REGISTERED	PRELIMINARY ISSUE PPN DP1237193 Issue date: 25.05.2018
---	--	---	------------	--

ATTACHMENT B

DRAFT DEPOSITED PLAN INSTRUMENT



Sydney West Office

Suite 404, Level 4, 29-31 Lexington Drive, PO Box 6843, Baulkham Hills NSW 2153

T +61 2 8884 6900 F +61 2 8884 6999 E sydney.west@rpsgroup.com.au W rpsgroup.com.au

RPS – DRAFT 88B INSTRUMENT

This document is to be read in conjunction with the Plan of Subdivision of Lot 11 in Section 27 of DP1459 plans dated 25/05/2018 prepared by RPS.

STANDARD NOTES

- This document has been prepared using the information that was available to RPS at the date of issue and may be incomplete.
- This document is subject to change at any time prior to execution by an authority or registered proprietor.
- Although this document has been prepared with care by an experienced Land Surveyor we are not qualified to provide legal advice, and therefore this document is provided as a “Draft” instrument only. It has been prepared under the condition that it will be reviewed by a legal practitioner prior to being finalised.
- The provision of this document does not constitute legal advice and RPS takes no responsibility for the consequences or implications if the document is used in a contract or registered in its present form.

.....
Initials of Witness

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

(Sheet 1 of 7 sheets)

Plan:

DRAFT 88B DATED 25/05/2018
PPN DP1237193

Plan of Subdivision of Lot 11 in Section 27 of
DP1459
Covered by Subdivision Certificate
No of

Full name and address of the owner of the land:

GOLDMATE PROPERTY RIVERSTONE NO 3
PTY LTD (ABN 35 622 100 092)
Level 31, 2 Park Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access and Maintenance 0.9 Wide (M)	102	101
		103	102
		106	105
		107	106
		108	107
		109	108
		110	109
		111	110
		112	111
		113	112
		114	113
		115	114
		116	115
		117	116
		118	117
		119	118
		137	103
		136	137
		135	136

.....
Initials of Witness

Plan:

DRAFT 88B DATED 25/05/2018
PPN DP1237193

Plan of Subdivision of Lot 11 in Section 27 of
 DP1459
 Covered by Subdivision Certificate
 No of

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access and Maintenance 0.9 Wide (M) (continued)	134 133 132 131 130 129 128 127 126 125 124 123 122 121 120	135 134 133 132 131 130 129 128 127 126 125 124 123 122 121 120
2	Easement for Drainage of Water 1 Wide (A)	102 103 104 105	101 101, 102 Lots 101-103 inclusive Lots 101-104 inclusive

.....
 Initials of Witness

Plan:

DRAFT 88B DATED 25/05/2018
PPN DP1237193

Plan of Subdivision of Lot 11 in Section 27 of
 DP1459
 Covered by Subdivision Certificate
 No of

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3	Easement for Drainage of Water 1.5 Wide (B)	106	Lots 101-105 inclusive
		107	Lots 101-106 inclusive
		108	Lots 101-107 inclusive
		109	Lots 101-108 inclusive
		110	Lots 101-109 inclusive
		111	Lots 101-110 inclusive
		112	Lots 101-111 inclusive
		113	Lots 101-112 inclusive
		114	Lots 101-113 inclusive
		115	Lots 101-114 inclusive
		116	Lots 101-115 inclusive
		117	Lots 101-116 inclusive
		119	Lots 101-117 inclusive
4	Restriction on the Use of Land	Lots 101-137 inclusive (To Be Confirmed)	Blacktown City Council
5	Restriction on the Use of Land	Lots 101-137 inclusive (To Be Confirmed)	Blacktown City Council

.....
 Initials of Witness

Plan:
DRAFT 88B DATED 25/05/2018
PPN DP1237193

Plan of Subdivision of Lot 11 in Section 27 of
DP1459
Covered by Subdivision Certificate
No of

Part 2 (Terms)

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

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

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

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

- (a) cause as little inconvenience to the proprietor or occupier of the burdened lot and
- (b) cause as little damage as possible to the burdened lot and
- (c) restore as nearly as is practicable the burdened lot to its former condition and

the proprietor of the burdened lot shall not erect any building or other structure of any kind on or over the site of the easement.

The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a private matter to be resolved between the parties.

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

Blacktown City Council

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

Blacktown City Council

3. Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Blacktown City Council

.....
Initials of Witness

Plan:
DRAFT 88B DATED 25/05/2018
PPN DP1237193

Plan of Subdivision of Lot 11 in Section 27 of
DP1459
Covered by Subdivision Certificate
No of

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

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

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Blacktown City Council

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

No building shall be erected on the lot hereby burdened unless such building is designed and constructed to withstand the effects of the moderately saline and mildly aggressive soils that have been identified on the lot in accordance with the report from Geotech Reference XXXXXXXXX dated XXXXXXXXX

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

Blacktown City Council

.....
Initials of Witness

Plan:
DRAFT 88B DATED 25/05/2018
PPN DP1237193

Plan of Subdivision of Lot 11 in Section 27 of
DP1459
Covered by Subdivision Certificate
No of

SIGNATURES

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: GOLDMATE PROPERTY RIVERSTONE NO 3 PTY LTD ABN 35 622 100 092
Authority: Section 127 Corporations Act 2001

.....
Signature of authorised person:

.....
Signature of authorised person:

.....
Name of authorised person:
Office held: Director/Secretary

.....
Name of authorised person:
Office held: Director

Mortgagee:

.....
Initials of Witness

Plan:
DRAFT 88B DATED 25/05/2018
PPN DP1237193

Plan of Subdivision of Lot 11 in Section 27 of
DP1459
Covered by Subdivision Certificate
No of

SIGNATURES

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

Signature of Authorised Officer

Name of Authorised Officer

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

Signature of Witness

Name of Witness

Address of Witness

.....
Initials of Witness

ATTACHMENT C
REQUISITIONS

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Capacity

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

Requisitions and transfer

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

ATTACHMENT D

FIRB FORM

**INFORMATION TO BE PROVIDED UNDER THE
FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975**

Purchaser's Name:

Lot No: Lot [XX], 137 Crown Street, Riverstone NSW 2765

Please only fill out one section below depending on whether the purchaser is a natural person, corporation or trustee of a trust.

Note: Foreign Person means a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

THE PURCHASER IS A NATURAL PERSON

Is the purchaser a Foreign Person: YES ☐ NO ☐

Address of purchaser _____

Tax File Number of purchaser (if applicable) _____

The above mentioned information is correct to the best of my knowledge.

Signed by _____ Date _____

[Solicitor for the purchaser/purchaser]

THE PURCHASER IS A TRUSTEE OF A TRUST/SUPERANNUATION FUND

Is the purchaser a Foreign Person: YES ☐ NO ☐

Please supply the names and addresses and residency status for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* of each beneficiary of the trust/superannuation fund:

Name of Beneficiary	Address	Foreign Person
		YES/NO
		YES/NO
		YES/NO

Please supply the names, addresses and residency status of each natural person who has a controlling interest in the trust as defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*:

Name of Natural Person with Controlling Interest	Address	Foreign Person
		YES/NO
		YES/NO
		YES/NO

The abovementioned information is correct to the best of my knowledge. I acknowledge that the vendor may require further information regarding whether the purchaser is a Foreign Person and I will assist in satisfying any such request.

Signed by _____ Date _____

[Solicitor for the purchaser/purchaser]

THE PURCHASER IS A CORPORATION

Is the purchaser a Foreign Person:

YES ☐ NO ☐

If the Purchaser is a corporation, please supply the names, addresses and residency status for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* of each shareholder, director and secretary of the corporation below:

Name of Director/Secretary	Address	Foreign Person*
		YES/NO
		YES/NO
		YES/NO

Name of Shareholder	Address	Foreign Person*
		YES/NO
		YES/NO
		YES/NO

Please supply the names, addresses and residency status of each natural person who has a controlling interest in the company as defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*:

Name of Natural Person with Controlling Interest	Address	Foreign Person
		YES/NO
		YES/NO
		YES/NO

The abovementioned information is correct to the best of my knowledge. I acknowledge that the vendor may require further information regarding whether the purchaser is a Foreign Person and I will assist in satisfying any such request.

Signed by _____ Date _____

[Solicitor for the purchaser/purchaser]

ATTACHMENT E
VENDOR NOTICE

Vendor Notice

pursuant to Section 14-255, Schedule 1 of the *Tax Administration Act 1953* (Cth)

Vendor:	Goldmate Property Riverstone No. 3 Pty Ltd
Vendor's ABN:	35 622 100 092
Vendor's business address:	L32/2 Park Street, Sydney NSW 2000
Vendor's email address:	info@goldmategroup.com
Vendor's phone number:	02 9332 7888
Purchaser:	[purchaser name]
Property:	Lot XX, 137 Crown Street, Riverstone NSW 2765

The Vendor gives the Purchaser notice of the following:

1. the Property is classified as new residential premises under the *Tax Administration Act 1953* (Cth).
2. the Purchaser is required to make a RW payment under section 14-250, Schedule 1 of the *Tax Administration Act 1953* (Cth) in relation to the supply of the Property;
3. the Vendor and the Purchaser acknowledge and agree that the margin scheme is to be applied to the supply;
4. the Purchaser is required to pay 7% of the price to the Commissioner of Taxation; and
5. the Purchaser must provide the Vendor with the RW Payment in the sum of \$##### on the day that is the earlier of:
 - a. the day on which the consideration for the supply of the Property is first made; and
 - b. the day on which completion of the contract for the sale and purchaser of the Property between the Vendor and the Purchaser occurs.