

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	NEW VISION REAL ESTATE PTY LIMITED	phone 1300 422 506 fax ref
vendor	SCHOFIELDS 1B PTY LTD ACN 627 858 146 AS TRUSTEE FOR THE SCHOFIELDS 1B UNIT TRUST ABN 62 246 393 550 Suite 1301, Level 13, 88 Phillip Street, Sydney NSW 2000	
vendor's solicitor	HWL EBSWORTH LAWYERS Level 14, Australia Square, 264-278 George Street, Sydney 2000 GPO Box 5408, Sydney 2001 DX 129 Sydney	phone +61 2 9334 8555 fax 1300 369 656 ref KG:615884
date for completion	The date specified in clause 33	
land (address, plan details and title reference)	Address: Unit "Kew Schofields", 27 Schofields Road, Schofields Plan Lot in the unregistered plan being part of lot 2 in unregistered plan of subdivision of proposed lots 1 and 2 in a deposited plan which is part of lot 211 in DP1189773 Title Part of Folio Identifier 211/1189773 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser's
 solicitor
 conveyancer

phone
fax
ref

price **inclusive of GST**

deposit _____ (10% of the price, unless otherwise stated)

balance _____

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

buyer's agent

vendor

witness

GST AMOUNT (optional)
The price includes GST.

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

vendor agrees to accept a **deposit bond** (clause 3) NO yes
proposed electronic transaction (clause 30) no YES
 parties agree that the deposit be invested (clause 2.9) NO yes

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

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

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

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

Purchaser must make an *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 in accordance with the special conditions.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate):

Amount must be paid: AT COMPLETION at another time (specify):
 Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration:
 Other details (including those required by regulation or the ATO forms):

List of Documents

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

**Executed by Schofields 1b Pty Ltd ACN 627 858 146
as trustee for the Schofields 1b Unit Trust ABN 62
246 393 550** in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of sole Director and sole Company Secretary

Xiaohui Kou

Full name (print)

Purchaser

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

Signature of Director

Full name (print)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Full name of witness (print)

Address of witness (print)

Signature of Director/Company Secretary

Full name (print)

Signature of purchaser

Signature of purchaser

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

27 SCHOFIELDS Road SCHOFIELDS
NSW 2762

Special Conditions

Stage 1b, 27 Schofields Road, Schofields

**Schofields 1b Pty Ltd as trustee for the Schofields 1b Unit
Trust (vendor)**

Ref MMD:KG:615884

Doc ID 575570033/v1

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Special Conditions

30. Definitions and interpretation clauses

The following words have these meanings in this contract unless the contrary intention appears:

Act	means the <i>Conveyancing Act 1919</i> (NSW).
Adjudicator	has the meaning it has in the Management Act.
Amended Document	has the meaning give in clause 46.
Authority	means a government or semi-governmental, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body having jurisdiction over the Development and includes the Council and any principal certifying authority.
Bank Guarantee	means an irrevocable and unconditional undertaking in favour of the vendor for an amount being 10% of the purchase price which: <ul style="list-style-type: none"> (a) a bank issues at the request of the purchaser; (b) contains terms and conditions acceptable to the vendor; and (c) does not specify an expiry date.
Building	means that part of the improvements on the Development Site, constructed or to be constructed, which is the subject of the Strata Plan.
Building Management Committee	means the committee established on registration of the Strata Management Statement.
By-law Instrument	means the instrument setting out the by-laws which is to be registered with the Strata Plan.

Car Space	has the meaning given in clause 78.
Certificate	means the certificate or certificates under s10.7 of the <i>Environmental Planning and Assessment Act 1979</i> , a copy or copies of which is or are attached to this contract.
Claim	means any claim, losses, Costs, charges, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this contract or the Property whether or not it arises at law or in any other way.
Commissioner	means the Commissioner of Taxation.
Common Property	means the common property in the Strata Scheme.
Completion	means completion of this Contract and 'complete' and 'completed' have corresponding meanings.
Completion Date	has the meaning given in clause 33.
Concept Plan	means a deposited plan subdividing lot 211 in deposited plan 1189773 to be registered to create proposed lots 1, 2 and 3 generally consistent with the Draft Concept Plan with or without changes permitted under this contract
Construction Amendments	includes: <ul style="list-style-type: none">(a) changes to the floor area or ceiling heights in the Building, including but not limited to the Property;(b) changes to enable the proper construction of the Building;(c) changes to the exterior of the Building;(d) changes to the number of levels in the Building;(e) changes to the number of units and/or lots;(f) changes to the number and/or location of lifts and stairwells;(g) changes to the internal layout of the Building; and

(h) changes to enable the provision of services within the Building,

or any one or more of them.

Costs

include:

- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);
- (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar item imposed by any legislation.

Council

means the Blacktown City Council

Defaults

means the purchaser has failed to comply with a term or condition of the contract.

Defects

means any defects or faults in the Property (or in the Common Property as applicable) due to faulty materials or workmanship but excluding minor shrinkage, minor settlement cracks, normal maintenance and normal wear and tear.

Defects Period

means the period commencing on Completion and ending on the date three months after Completion.

Designated Matters

means:

- (a) the exercise of any of the vendor's rights or the carrying out of any of the vendor's obligations;
- (b) such of the matters described in clause 53 as are required to be done by the vendor or may be done by the vendor in its discretion; and
- (c) creation of by laws including exclusive use and special privilege by laws of Common Property;
- (d) the allocation of signage to individual lot owners under the By-Law Instrument;
- (e) the granting of any positive covenants, restrictions on the

use of land or easements or the entering into any documentation required by Council in the Development Consent granted by Council for the Development in relation to the Common Property;

- (f) the Development Activities;
- (g) the selling and leasing activities described in clause 56.

Development means the development to be constructed on the Development Site by the vendor, including the Building.

Development Act means *Strata Schemes Development) Act 2015* (NSW).

Development Activities means:

- (a) any form of demolition work, excavation work or landscaping work on the Development Site, including in relation to the Building;
- (b) any form of building work or work ancillary to or associated with building work on the Development Site including, without limitation, the installation of services;
- (c) the staging of construction stratum or strata registration;
- (d) the addition, amendment or deletion of lots, levels, car spaces, storage areas or any other area;
- (e) the registration of a plan of subdivision, stratum plan, the Draft Strata Management Statement, the Draft Strata Plan and the Draft By-Law Instrument, Strata Plan Instrument or any other documents or any plans in accordance with this contract for the Development Site;
- (f) the use and/or operation and/or fitout of any part of the Development or a lot within the Strata Scheme;
- (g) any other such approvals required by the vendor for carrying out the Development;
- (h) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor;
- (i) the consolidation of land forming the Development Site;
- (j) the subdivision of land forming part of the Development Site; and

- (k) the dedication of land forming part of the Development Site.

Development Application(s)	means a development applications or applications for developments comprising of two stages - Stage 1a and Stage 1B. Stage 1b to comprise two five storey residential building above two levels of excavated basement for vehicle parking, approximately 137 units. The development application provides for a variety of dwelling sizes and layouts all of which achieve a high level of internal amenity combined with generous sizes, orientation of open space. Communal open space is approximately sized and located to accomplish a high level of solar access and desirable living amenity throughout the day.
Development Consent	means JRPP-16-03311 (as amended from time to time).
Development Site	means proposed lot 211 in deposited plan 1189773 comprised in folio identifier 211/1189773.
Disclosures	means the disclosure of information, concepts and proposals provided in clause 53 and other clauses regarding the Development.
Documents	means the documents listed in Schedule 3.
Draft By-law Instrument	means Attachment 3 .
Draft Concept Plan	means Attachment 7.
Draft Documents	means: <ul style="list-style-type: none"> (a) Draft By-Law Instrument; (b) Draft Concept Plan; (c) Draft Strata Plan; (d) Draft Stratum Plan; (e) Draft Stratum Plan Instrument; and

(f) Draft Strata Management Statement.

Draft Strata Plan	means Attachment 2.
Draft Stratum Plan	means Attachment 4.
Draft Stratum Plan Instrument	means Attachment 5.
Draft Strata Management Statement	means Attachment 6
Electrical Appliance	means an electrical appliance installed under clause 64.
Expert Determinator	means a person nominated by the President for the time being of the Royal Australian Institute of Architects NSW Chapter at the request of either the vendor or the purchaser.
FIRB	means the Foreign Investment Review Board constituted by the FIRB Act.
FIRB Act	means the <i>Foreign Acquisitions and Takeover Act 1975</i> (Cth).
Foreign Person	has the meaning given to it in the FIRB Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST Withholding Amount	means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.
New Document	has the meaning given in clause 46 .1(b)
Normal Expenses	means normal operating expenses incurred for or on behalf of the Owners Corporation, which would normally be payable from the administrative fund of the Owners Corporation including insurance and regular maintenance charges for landscaping and

the like.

Occupation Certificate	means an occupation certificate in accordance with the <i>Environmental Planning and Assessment Act 1979</i> (NSW) in relation to or relating to the Property.
Owners Corporation	means the owners corporation created on registration of the Strata Plan.
Property	has the meaning given to it in the Standard Form.
Registrar General	means the general manager of Land Registry Services.
Regulation	means the Conveyancing (Sale of Land) Regulations 2017 (NSW).
Replaced Document	has the meaning give to it in clause 45.1.
Replacement Document	has the meaning given to it in clause 45.1.
Service Providers	includes Council, any Authority and any company in the business of supplying services to the public.
Schedule of Finishes	means Attachment 1.
Special Conditions	means the conditions attached to this contract.
Special Fault	means a structural fault or defect in the Property, which because of its nature requires urgent attention, or may cause danger to persons in the Property or which makes the Property uninhabitable.
Standard Form	means the standard form Contract for Sale of Land – 2018 Edition.

Storage Cage	has the meaning given in clause 79.
Standard Requisitions	means Attachment 12.
Strata Parcel	means the land the subject of the Strata Scheme.
Strata Plan	means the strata plan to be registered in respect of the Property with or without changes permitted under this contract.
Strata Manager	means a person who holds a strata managing agent's licence under the <i>Property, Stock and Business Agents Act 2002</i> (NSW).
Strata Plan Instrument	means, if applicable, the instrument setting out the terms of easements, restrictions on the use of land and covenants intended to be created in accordance with s88B of the Act and s7(3) of the Development Act registered with the Strata Plan.
Strata Management Statement	means the strata management statement to be registered in respect of the Property with or without changes permitted under this contract.
Strata Scheme	means the strata scheme constituted on registration of the Strata Plan.
Stratum Plan	means a deposited plan subdividing proposed lots 1 and 2 in the Draft Concept Plan to be registered to create proposed stratum lots 1 and 2 generally consistent with the Draft Stratum Plan with or without changes permitted under this contract.
Sunset Date	means the date set out in Schedule 2.
Treasurer	means the Treasurer of the Commonwealth of Australia.
Unit	means the internal area of the Property (excluding any balconies, outdoor area, storage or car spaces).
Unnecessary Document	has the meaning given to it in clause 44.2.

- Vendor's Representative** means the vendor's representative from time to time for the construction of the Development.
- Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

31. Interpretation

In this contract unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes any gender;
- (d) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (e) a reference to person includes:
 - (i) a body corporate, an unincorporated body or other entity;
 - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and
 - (iii) a person to whom this contract is novated;
- (f) a reference to a clause, is to a clause of this contract;
- (g) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;
- (h) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;
- (i) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;
- (j) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (k) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- (l) an agreement, representation or warranty in favour of two or more people is for the benefit of them jointly and severally;

- (m) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;
- (n) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a reference to a business day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (p) a reference to time is a reference to Sydney time.

The provisions of this contract, which are intended to have application after Completion, continue to apply from Completion.

If there is an inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

32. Amendments to Standard Form

The following clauses in the Standard Form are amended:

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

The purchaser must serve the form of the transfer within seven days after the day on which the vendor serves notice of the registration of the Strata Plan.
- (c) by deleting clause 5.1;
- (d) by deleting clause 5.2.1 and inserting the following provision:

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

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

The vendor can rescind if:

8.1 *the vendor is unable or unwilling to comply with an objection, requisition or claim;*

8.2 *the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and*

8.3 *the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service.;*

(h) clause 13.7.2 is amended by inserting after the word 'Completion' the words 'or within 10 business days of a liability arising under this clause 13.7, if it arises after Completion';

(i) clause 16.5 is amended by deleting 'plus another 20% of that fee';

(j) clause 18 is amended by adding the following provision:

18.8 *The purchaser cannot make a requisition or claim after entering into possession; and; and*

(k) clauses 22 to 31 inclusive are deleted.

33. Completion

The Completion date of this contract is the later of:

(a) 14 days from the contract date;

(b) 14 days after the day on which the vendor serves notice of the registration of the Strata Plan; and.

(c) 14 days after the day on which the vendor serves an Occupation Certificate.

34. Completion subject to registration

34.1 Completion is subject to and conditional on the registration of the Strata Plan.

34.2 If the Strata Plan is not registered on or before the Sunset Date then either the vendor or the purchaser may rescind by written notice to the other provided that no such right of rescission shall be exercisable by the purchaser if the purchaser does not exercise the right within 14 days from the Sunset Date.

34.3 The vendor must use all reasonable endeavours to have the Strata Plan registered on or before the Sunset Date.

34.4 The vendor must notify the purchaser promptly after the Strata Plan is registered.

35. Extension of Sunset Date

35.1 Despite clause 34, the vendor may by notice to the purchaser extend the Sunset Date:

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

35.2 The Vendor's Representative is the sole determinator of the vendor's entitlement to extension of time under clause 35.1.

35.3 The Vendor's Representative acts as an expert and not an arbitrator.

35.4 The Vendor's Representative's decision is final, conclusive and binding on the parties.

36. Construction of Building

36.1 Before Completion the vendor must cause the construction and Completion of the Building in a proper and workmanlike manner in accordance with the Development Consent.

36.2 The vendor can, without being required to give any notice to the purchaser make Construction Amendments:

- (a) to meet, or as a consequence of meeting, the requirements of the Council or any other Authority;
- (b) to substitute materials to materials acceptable to the vendor;
- (c) required for the proper construction of the Building as determined by the vendor; or
- (d) as desired by the vendor from time to time.

36.3 Subject to clause 36.5, the purchaser may not make any Claim, requisition or objection, delay Completion, rescind or terminate in respect of any Construction Amendments made under clause 36.2.

36.4 At any time before Completion, the vendor may serve notice of a Construction Amendment which may, in the vendor's opinion, detrimentally affects the Property to an extent which is not minor.

- 36.5 If there are any Construction Amendments which detrimentally affects the Property to an extent which is substantial and the vendor:
- (a) serves notice under clause 36.4, the purchaser may, within 10 days after the day the notice is served, rescind by written notice to the vendor and in this respect time is of the essence; or
 - (b) does not serve notice under clause 36.4, the purchaser may, within 10 days after the vendor has served notice of registration of the Strata Plan, rescind by written notice to the vendor, and in this respect time is of the essence.

37. Finishes and fixtures

- 37.1 The vendor must use all reasonable endeavours before Completion:
- (a) subject to clause 37.2(a) to cause the Property to be finished as specified in the Schedule of Finishes; and
 - (b) subject to clause 37.2(b), cause to be installed in the Property the items as specified in the Schedule of Finishes.
- 37.2 The vendor may change without notice to the purchaser:
- (a) any finish specified in the Schedule of Finishes to another finish of equivalent quality; and
 - (b) any item to be installed specified in the Schedule of Finishes to another item of equivalent quality.
- 37.3 If there is any disagreement in connection with clause 37.2:
- (a) the purchaser may not make any Claim, requisition or objection, delay Completion, rescind or terminate; and
 - (b) either the vendor or the purchaser may within one month after Completion refer the disagreement to an Expert Determinator (see clause 72).
- 37.4 This clause shall not merge on Completion.

38. Vendor obligation to repair

- 38.1 Before Completion the purchaser may not serve notice of any Defects in the Property other than a Special Fault.
- 38.2 The purchaser must serve notice of any Special Fault immediately after the purchaser becomes aware of that defect or fault. The vendor must before Completion repair in a proper and workmanlike manner, at the vendor's expense, any Special Fault of which notice has been served by the purchaser before the Completion Date.

- 38.3 The purchaser may serve notice of Defects or Special Faults on the vendor during the Defects Period.
- 38.4 The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the expiry of the Defects Period, any Defects in the Property (including Special Faults) of which notice is served by the purchaser on the vendor before the expiry of the Defects Period. The purchaser may serve notice of Defects in the Property on no more than two occasions.
- 38.5 The purchaser shall not be entitled to make any Claim, requisition or objection, delay Completion, rescind or terminate due to any Defects in the Property.
- 38.6 If there is any disagreement with clause 38.1 either the vendor or the purchaser may refer the disagreement to an Expert Determinator (see clause 72).

39. Deposit

- 39.1 The purchaser and vendor authorise the Depositholder to invest the deposit in an interest bearing account pending Completion.
- 39.2 All interest earned on the deposit less all government and bank charges, must be paid on Completion as follows:
- (a) \$220.00 (including GST) to the Depositholder as consideration for its services as described in this clause 39; and
 - (b) if this contract is completed, divided equally between the vendor and the purchaser; and
 - (c) if this contract is rescinded or terminated, to the party entitled to the deposit.
- 39.3 If tax is payable on the interest earned on the deposit as a result of a purchaser not giving the Depositholder that party's tax file number in accordance with clause 40.2, then:
- (a) it is an expense of the purchaser party only;
 - (b) clause 39.2(b) no longer applies and if this contract is completed, interest will be paid to the vendor;
 - (c) an error in the adjustment does not affect the rights of a party arising out of the required adjustment; and
 - (d) the Depositholder is not liable to a party for an error in this adjustment.

40. Bank Guarantee

- 40.1 The purchaser may deliver a Bank Guarantee as payment of the deposit.

- 40.2 The purchaser pays the deposit to the extent of the amount guaranteed under the Bank Guarantee, at the time it delivers the Bank Guarantee to the vendor.
- 40.3 On Completion the purchaser must pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the Bank Guarantee.
- 40.4 The vendor may claim on the Bank Guarantee at any time after the purchaser Defaults.
- 40.5 The vendor may apply money that it receives from the Bank Guarantee, towards money including but not limited to damages that the purchaser must pay to the vendor in relation to this contract.
- 40.6 If the purchaser Defaults, then without reference to the purchaser:
- (a) the vendor may claim under the Bank Guarantee; and
 - (b) the bank may pay under the Bank Guarantee without reference to the purchaser.
- 40.7 The vendor and the bank may act despite the purchaser's objection, Claim or direction.
- 40.8 This clause 40 is an essential term of this contract.

41. Interest on delayed Completion

- 41.1 If the purchaser Completes this contract but does not do so on or before the Completion Date, then on the actual date of Completion, the purchaser must pay interest on:
- (a) the balance of the price; and
 - (b) any other amount that the purchaser must pay to the vendor under this contract.
- 41.2 The purchaser must pay the interest at a rate of 10% per annum calculated daily for the period from and including the day after the Completion Date, up to and including the actual date of Completion.
- 41.3 Despite Standard Form clause 14, the parties must make adjustments at the earlier of the Completion Date, the date possession is given to the purchaser and the actual date of Completion.
- 41.4 Payment of the interest under this clause 41 is an essential term of this contract and is the vendor's genuine pre estimate of the damage suffered by the vendor due to the purchaser's failure to complete on the Completion Date.
- 41.5 The purchaser need not pay interest for as long as the purchaser is ready, willing and able to complete but Completion cannot take place because the vendor cannot complete.
- 41.6 If the purchaser cancels a booking for Completion or fails to complete this Contract at a scheduled Completion booking, such that a second or subsequent Completion booking

is required, the purchaser must pay or allow to the vendor the sum of \$110.00 for each such booking which is cancelled or does not result in Completion of this Contract. It is an essential provision of this Contract that this amount be paid on Completion in addition to all other moneys required to be paid by the purchaser under this contract at that time.

42. Notice to complete

- 42.1 If the purchaser does not complete on the Completion Date, the vendor may give to the purchaser a notice to complete which provides for Completion at least 10 clear business days after service of that notice. The purchaser acknowledges and agrees that 10 clear business days is reasonable.
- 42.2 If the vendor has served a notice to complete, the vendor may at any time:
- (a) withdraw the notice to complete by further notice to the purchaser and in the vendor's option, issue a further notice to complete; or
 - (b) unilaterally extend the time allowed by the notice to complete, with such extended time remaining of the essence of the notice to complete and this contract.
- 42.3 The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge/outgoing, which charge/outgoing will be paid or removed on Completion.
- 42.4 Without limiting any other provision of this contract, the vendor is not required to remove any charge on the Land for any outgoing if it will be paid on Completion.
- 42.5 If the vendor serves a notice to complete, the purchaser must pay to the vendor the sum of \$330.00 on Completion, being a genuine pre estimate of the damages payable by the purchaser for breach in order to reimburse the vendor for additional legal costs payable by the vendor in connection with the preparation and service of the notice.
- 42.6 This clause 42 is an essential term of this contract.

43. Council, water and sewerage rates and land tax and insurance

- 43.1 If, at Completion, a separate assessment for Council rates in respect of the Property for the year current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:
- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at Completion; and
 - (b) on Completion the purchaser must adjust the amount referred to in Item 1 of Schedule 4 in accordance with clauses 14 and 42.3.

- 43.2 If, at Completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:
- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the quarter current at Completion; and
 - (b) on Completion the purchaser must adjust the amount referred to in Item 2 of Schedule 4 in accordance with clauses 14 and 42.3.
- 43.3 The vendor requires a land tax adjustment for the year current at Completion as follows:
- (a) on Completion the purchaser must adjust the amount referred to in Item 3 of Schedule 4 in accordance with clauses 14 and 42.3; and
 - (b) no regard is to be had to any actual assessment for any land which includes the Property or for the Property, which is issued for the year current at Completion.
- 43.4 The vendor must, before Completion, pay or procure the payment of:
- (a) the assessment for Council rates;
 - (b) any assessment for water and sewerage rates; and
 - (c) any assessment of land tax,

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

44. Intention to register certain documents

- 44.1 The vendor intends to have the Documents registered before Completion.
- 44.2 If the vendor decides not to have a Document (**Unnecessary Document**) registered the vendor may, no later than the day when the vendor serves notice of registration of the Strata Plan, serve notice of that decision.

45. Replacement, amendment or new documents

- 45.1 At any time before the vendor serves notice that the Strata Plan is registered, the vendor may:

- (a) replace a document or plan attached to this contract (**Replaced Document**) with another document or plan (**Replacement Document**);
- (b) add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Strata Plan (**New Document**); or
- (c) amend a document or plan attached to this contract with another document or plan (**Amended Document**),

and serve notice on the purchaser of the Replacement Document, Amended Document or New Document, whichever is applicable.

- 45.2 From and including the day of service of a notice under clause 45.1 the Replaced Document or Amended Document is taken to be no longer attached to this contract and the Replacement Document, Amended Document or New Document (as the case may be) is taken to be attached to this contract.

46. Unit entitlements

- 46.1 The purchaser agrees that the vendor has not determined the unit entitlements for the Property and the Strata Scheme. The vendor must prior to lodgement of the Strata Plan determine the unit entitlements.
- 46.2 The purchaser agrees that the final unit entitlement for the Property will be binding and conclusive and the purchaser may not make any Claim, requisition or objection, delay Completion, rescind or terminate for any reason associated with the schedule of unit entitlements endorsed on the Strata Plan.

47. Easements etc

- 47.1 The purchaser is aware that at the contract date all:
- (a) the easements, restrictions on use and positive covenants; and
 - (b) the leases, agreements and arrangements; and
 - (c) the rights and privileges,

affecting the Property, the Strata Scheme or the Owners Corporation may have not been created, entered into, granted or dedicated and as part of the Development the vendor may create, enter into, make, grant or dedicate those that have not been created, entered into, granted or dedicated.

- 47.2 Within three business days of the date the vendor serves notice that the Strata Plan is registered, the vendor must serve notice of any easement, restriction on use or positive covenant being created or any lease, agreement or arrangement being entered into or made or any right or privilege being granted or any land being dedicated.

- 47.3 Subject to clause 48, the purchaser may not make a Claim, requisition or objection, delay Completion, rescind or terminate this contract as a result of any matter arising out of this clause 47.

48. Limitation on purchaser's rights

- 48.1 The purchaser may not make a Claim, requisition or objection, delay Completion, rescind or terminate in connection with anything done by the vendor which is not prohibited under this contract.
- 48.2 Despite clause 48.1, the purchaser may rescind if any of the following matters detrimentally affect the Property to an extent which is substantial and they are not referred to in clause 53:
- (a) there is a difference between documents or plans attached to this contract and those documents or plans as actually registered and, where such a difference relates to a change in the area of the Unit forming the Property. The parties agree that:
 - (i) a decrease in the area of the Unit forming the Property of less than or equal to 5% is taken not to detrimentally affect the Property to an extent which is substantial; and
 - (ii) a decrease in the area of the Unit forming the Property of more than 5% is taken to detrimentally affect the Property to an extent which is substantial;
 - (b) there is a difference between a Replaced Document and a Replacement Document or between a document attached to the contract and an Amended Document referred to in clause 45;
 - (c) there is a New Document as referred to in clause 45;
 - (d) the vendor decides that an Unnecessary Document should not be registered; or
 - (e) any right specified in clause 47 is created, entered into or any land is dedicated.
- 48.3 A right of rescission under clause 48.2 may only be exercised within 10 days (and in this respect time is of the essence of this contract):
- (a) as to clause 48.2(a), after the vendor serves notice of registration of the Strata Plan;
 - (b) as to clauses 48.2(b), 48.2(c) and 48.2(d), after the vendor notifies the purchaser of the relevant matter; and
 - (c) as to clause 48.2(e), the earlier of the date the vendor notifies the purchaser of the relevant matter and the date the vendor serves notice of registration of the Strata Plan.

49. Development Activities

- 49.1 The purchaser acknowledges that the vendor intends to carry out some or all of the Development Activities and the Development Activities may continue to be carried out after Completion. The vendor must use reasonable endeavours to ensure that the Development Activities cause as little interference as is possible to the purchaser's enjoyment of the Property.
- 49.2 The purchaser may not make a Claim arising out of the Development Activities carried on by the vendor or do any act or thing to restrain the vendor (or its agents) from carrying out the Development Activities.

50. Purchaser's representations and warranties

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

51. Agent

- 51.1 The purchaser has dealt only with the agent(s) nominated in this contract.
- 51.2 The purchaser warrants that it has not dealt with another real estate agent in relation to the Property in a way that may give rise to a Claim against the vendor for agent's commission or expenses in respect of the sale.
- 51.3 The purchaser indemnifies the vendor against any Claim arising out of a breach of the purchaser's warranty.

51.4 This clause 51 does not merge on Completion.

52. Death, incapacity or insolvency

- 52.1 The vendor may rescind this contract, if the purchaser is an individual who and where there is more than one, either purchaser:
- (a) dies; or
 - (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.
- 52.2 The vendor may terminate this contract if the purchaser is an individual and is declared bankrupt or enters into any scheme with, or makes any assignment of this estate for the benefit of, the purchaser's creditors.
- 52.3 The vendor may terminate this contract if the purchaser is a company, which:
- (a) resolves to go into liquidation;
 - (b) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
 - (c) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* or similar legislation; or
 - (d) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.
- 52.4 If anything in clause 52.2 or 52.3 occurs, then the purchaser has failed to comply with an essential provision of this contract.
- 52.5 The vendor may rescind or terminate this contract under this clause 52, without affecting any of its other rights.

53. Vendor's disclosure

General development disclosures

- 53.1 The vendor discloses that:
- (a) the vendor does not warrant the accuracy or completeness of any document referred to in Schedule 1;
 - (b) all measurements, unit number, lot number, easements, restrictions and other encumbrances (or lack thereof) as shown on the Draft Documents are provisional only and are subject to the approval of the Council, any other relevant Authority or the Registrar General.

- (c) the vendor may make such amendments, alterations, additions, modifications or deletions to the Draft Documents as deemed necessary or desirable to obtain the consent of the Council, any other relevant Authority or to correct any error or to change the location of car parking space or storage space (if applicable) for the Property;
- (d) as at the date of this contract, the vendor intends to procure the registration of a Concept Plan, Stratum Plan, Stata Plan, Strata Management Statement and By-Laws;
- (e) the vendor intends (but is not obliged) to procure, during or after the initial period (as defined in the Management Act):
 - (i) the appointment by the Owners Corporation of a managing agent for the Owners Corporation; and
 - (ii) the Owners Corporation to grant such consents to the vendor as in its absolute discretion it may require for the purposes of carrying out Development Activities;
- (f) the number or configuration of the lots in the Strata Plan as registered may vary from the number or configuration of lots as shown in the Draft Strata Plan;
- (g) the vendor may:
 - (i) create by laws granting some of the owners of lots in the Strata Scheme exclusive use or special privileges of Common Property;
 - (ii) create by-laws granting some of the owners of lots in the Strata Scheme exclusive use or special privileges of Common Property; and
- (h) easements, restrictions on use or positive covenants may be imposed or required by Council or any other relevant Authority which are not disclosed in this contract;
- (i) it may be necessary to make changes to the Documents attached to this contract to meet the requirements of Council, Service Providers or an Authority;
- (j) arrangements with Service Providers for the provision of services to the Building or the Strata Parcel may not have been concluded as at the contract date;
- (k) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
- (l) the vendor may be required to procure the Building Manager Committee and or Owners Corporation or to enter into arrangements with Service Providers for the provision of services to the Strata Parcel, Property or Building or assume obligations under agreements in relation to those arrangements (between the vendor and the Service Providers);

- (m) if a Service Provider requires one or more electrical substations to be established, the area of the electrical substations (of the size and location as required by Service Provider) may be dedicated, leased or encumbered by easement rights in favour of the Service Provider;
- (n) the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and may do so in stages;
- (o) some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created or released may be created by another plan or instrument; and
- (p) the unit number and/or address of the Property at Completion may be different from the address of the Property referred to in this contract.

Staging of Development

- (q) the Development Site is being progressively subdivided by concept plan, stratum and strata plans;
- (r) the vendor does not know whether the development consists of one or two stages;
- (s) if the vendor decides to only construct all buildings at the same time, only one strata plan will be registered and the vendor will not be required to lodge the stratum plan or the Strata Management Statement;
- (t) the vendor does not know the timing of construction of the Buildings during any remaining stages of the Development;
- (u) some Buildings may be fully constructed and habitable whilst Development Activities are being carried out;
- (v) there may be noise and dust from the Development Activities conducted on the Development Site for Buildings in any remaining stages of the Development;
- (w) the vendor may be required to dedicate land comprising the Development Site to Council or other Authorities. The vendor does not know what this dedicated land will be used for;
- (x) the vendor and its contractors, employees, agents and invitees may require access and easements over parts of the Development Site in connection with the Development Activities in any remaining stages of the Development;
- (y) there may be restrictions on use for the Buildings imposed whilst Development Activities continue to be carried out over stages of the Development;

Strata Management Statement

- (z) the Buildings will have Shared Facilities;

- (aa) the statement attached to the contract is in draft form only and may change before Completion;
- (bb) if the vendor decides to construct all Buildings together and register one Strata Plan, the vendor may not lodge the Strata Management Statement;
- (cc) the vendor does not know when it will register the Strata Management Statement;
- (dd) upon registration of the Strata Management Statement, the Building Management Committee will be formed;
- (ee) the purchaser and every occupier of the Property will be bound by the Strata Management Statement;
- (ff) the Strata Management Statement governs the relationship between each Building in the Development;
- (gg) the vendor will initially nominate persons to comprise the Building Management Committee and does not know how long the vendor's nominees will comprise the Building Management Committee;
- (hh) the vendor will initially appoint a Strata Manager to manage the Building Management Committee and does not know how long the Strata Manager will be appointed for, or the fee that will be payable to the Strata Manager, except that the fee will be commercially acceptable; and
- (ii) the vendor may procure the Building Management Committee to make an application under the Management Act for an exemption exempting any part of a Building from being insured by the Building Management Committee whilst the Building is still under construction and has the benefit of the contractor's all risk insurance.

Shared Facilities

- (jj) the vendor cannot accurately identify the Shared Facilities and does not know how they will be shared between each of the Buildings in the Development;
- (kk) if the vendor does not know this information when the Strata Management Statement is registered, then when it is known it may be amended accordingly; and
- (ll) the vendor may elect not to incorporate the information into the Strata Management Statement in which event it will be recorded in the books of the Building Management Committee;

Rail corridor

- (mm) the vendor intends to lodge a plan of subdivision which will create the Rail Lot and the Development Site. Either on registration of the plan of subdivision or thereafter, the vendor intends to dedicate that the Rail Lot State Rail Authority;

- 53.2 In this clause 53, the vendor discloses some of the Disclosures. The Disclosures reflect the vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in the contract, the Disclosures do not impose obligations on the vendor to effect those proposals and concepts nor do the disclosures restrict the vendor from varying those proposals and concepts.
- 53.3 The purchaser acknowledges the Disclosures. The purchaser shall not be entitled to make any Claim, requisitions or objections, delay Completion, rescind or terminate because of any Disclosure in this clause 53.

54. Position of Sydney Water's supply

- 54.1 The vendor specifically discloses that:
- (a) the position of the Sydney Water's water supply on the Development Site at the time of Completion may not be as shown in the diagrams attached to the contract; and
 - (b) the exact position of the Sydney Water's water supply on the Development Site has not been determined but the vendor must ensure that if the water supply passes under the Building, the necessary approvals for building over water supply will be obtained from Sydney Water (and any requirements will be complied with).
- 54.2 The purchaser takes the Property subject to the water, sewerage, drainage, gas, electricity and other installations and services existing on Completion.
- 54.3 The purchaser may not make any Claim or requisition, delay Completion or rescind or terminate if at the time of Completion:
- (a) any connection passes through any other property;
 - (b) any connection to any other property passes through the land which forms part of the Strata Scheme; or
 - (c) any water or sewerage main or any underground or surface stormwater pipe passes through over or under the land which forms part of the Strata Scheme; or
 - (d) any sewer manhole or vent is located on the land which forms part of the Strata Scheme.

55. Electricity substation

- 55.1 A Service Provider providing energy may require the vendor to provide an electricity substation in any location on the Development Site and the land on which the substation is located may be dedicated or leased to, or encumbered by easements in favour of the Service Provider.

- 55.2 The purchaser may not make any Claim, requisitions or objections, delay Completion, rescind or terminate because in respect of any electricity substation as disclosed in clause 55.1.

56. Selling and leasing activities

- 56.1 Both before and after Completion and until the vendor completes the sale of all lots within the Development Site, the vendor and persons authorised by the vendor may:
- (a) conduct selling and leasing activities in and about the Development Site (but not the Property);
 - (b) place and maintain in and about the Development Site (but not the Property) including without limitation, signs in connection with those selling and leasing activities; and
 - (c) place and maintain in and about the Development Site (but not the Property) including without limitation, offices and other facilities for sales people.
- 56.2 In exercising its rights under clause 56.1, the vendor must cause as little interference as is possible to the purchaser's enjoyment of the Property.
- 56.3 This clause 56 will not merge on Completion and continues in full force and effect until the vendor has completed the sale of all the lots located in the Development Site.

57. Strata Scheme

- 57.1 In this contract the Property includes any interest in Common Property associated with the lot forming the Property in the Strata Plan.
- 57.2 The vendor and the purchaser must adjust under clause 14.1 a regular periodic contribution to the administrative fund and the sinking fund of the Strata Scheme and any regular payment under a by law of the Strata Scheme.
- 57.3 The vendor is liable for any contribution levied by the Owners Corporation other than a contribution referred to in clause 57.2:
- (a) if the contribution is levied before Completion;
 - (b) if the contribution is levied after Completion, to the extent the contribution relates to:
 - (i) money borrowed by the Owners Corporation before the date of Completion; or
 - (ii) work started by the Owners Corporation before the date of Completion; or

- (iii) an obligation of the Owners Corporation to an Authority existing at the date of Completion.
- 57.4 The vendor and the purchaser must adjust under clause 14.1, on a unit entitlement basis, any Normal Expenses of the Owners Corporation paid by the vendor which have not been reimbursed to the vendor at Completion.
- 57.5 Clause 11 does not apply to any notice with which the Owners Corporation must comply.
- 57.6 Subject to clause 43, clause 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 57.7 The purchaser must give the vendor, together with the form of transfer, a notice under s22 of the Management Act in duplicate addressed to the Owners Corporation and signed by the purchaser. The vendor must complete and sign both copies of the notice and give one copy of the notice to the purchaser on Completion. Each party can sign and give the notice as agent for the other.
- 57.8 The vendor may (but is not obliged to) give the purchaser a certificate under s109 of the Management Act. The vendor authorises the purchaser to apply for any certificate and to apply for and make any inspections available of the records of the Owners Corporation under s108 of the Management Act.
- 57.9 Clause 18.4 does not apply to any risk against which it is the responsibility of the Owners Corporation to insure.

58. Purchaser's obligations about Designated Matters

- 58.1 The purchaser must:
 - (a) use all reasonable endeavours to ensure any enrolled mortgagee of the Property complies with this clause 58; and
 - (b) do all things as the vendor may reasonably require (at the vendor's cost) to give effect to the Designated Matters.
- 58.2 If required by the vendor, the purchaser must:
 - (a) vote in favour of any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the Property votes in favour of any motion) for a resolution of the Owners Corporation to implement or give effect to any Designated Matters;
 - (b) vote at the direction of the vendor in respect of any matter relating to the granting of an exclusive use and special privilege by-laws of the Strata Scheme; and
 - (c) vote against any motion (and use all reasonable endeavour to ensure that an enrolled mortgagee of the Property votes against any motion) for a resolution of

the Owners Corporation which, if passed, would delay or prevent the implementation or giving effect to any of the Designated Matters or the exercise by the vendor of rights in relation to the Designated Matters.

58.3 The purchaser must:

- (a) use all reasonable endeavours to procure that the Owners Corporation votes as the vendor directs in connection with any of the things in clause 58.2 relating to a motion dealing with a Designated Matter submitted to the Owners Corporation;
- (b) use all reasonable endeavours to procure that the Owners Corporation's representative votes as the vendor directs in connection with any of the things in clause 58.2 relating to a motion dealing with a Designated Matter submitted to the Owners Corporation; and
- (c) procure that a transferee of the Property from the purchaser enters into a contract in the terms of this clause 58 (and incorporating into that contract the terms of clause 58 of this contract) in such form as the vendor reasonably requires.

58.4 The purchaser must not:

- (a) make any objection, Claim, requisition or objection, delay Completion or rescind or terminate because of any Designated Matter;
- (b) do anything which may delay or prevent any Designated Matter being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter (eg. make an application for an order under the Management Act or commence proceedings in a court); or
- (c) procure or request any person (including any mortgagee) to do anything which may delay or prevent any Designated Matter being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter.

58.5 Despite any other provision in clauses 58.1 to 58.4, this clause 58 is limited in operation to six months from Completion in relation to the Strata Scheme.

58.6 This clause 58 does not merge on Completion.

59. Entries or notations on folios of register

59.1 The purchaser is aware that:

- (a) entries or notations in or substantially in the form set out in Part 1 of Schedule 5 together with other entries or notations are or may be on the folio of the register for the Property; and

- (b) entries or notations in or substantially in the form set out in Part 2 of Schedule 5 together with other entries or notations are or may be on the folio of the register for the Common Property.

59.2 The purchaser may not make any Claim, requisition or objection, delay Completion or rescind or terminate because of the entries or notations set out in Schedule 5 or of any departure on the terms of the documents giving rise to them.

60. Home Building Act 1989

60.1 The vendor discloses that:

- (a) the construction of the Building is residential building work in relation to a multi-storey building;
- (b) pursuant to clause 55 of the *Home Building Regulation 2014* (NSW), it is exempt from the requirements of Part 6 and s96A of the *Home Building Act 1989* (NSW) in respect of the construction of the Building;
- (c) it has not effected, and does not intend to effect, insurance in respect of the construction of the Building; and
- (d) it will not be giving the purchaser a certificate of insurance in connection with the construction of the Building.

60.2 The purchaser cannot make any Claim, requisition or objection, delay Completion or rescind or terminate if at the time of Completion because of any matter disclosed or noted in this clause 60.

61. Personal Property Securities Act 2009 (PPSA)

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

62. FIRB Approval

62.1 The vendor does not have the Treasurer's approval to sell up to 50% of the residential apartments in the Development Site to Foreign Persons.

62.2 Subject to clause 62.3, the purchaser warrants to the vendor:

- (a) it is not a Foreign Person; and

- (b) the Treasurer cannot prohibit and has not prohibited the transfer of the Property to the purchaser under the *Foreign Acquisitions and Takeovers Act 1975*.
- 62.3 If the purchaser is a Foreign Person, on or before the contract date (or another date nominated by the vendor), the purchaser must:
- (a) inform the vendor of that fact; and
 - (b) make an application to the Treasurer for approval for the transfer of the Property to the purchaser under the *Foreign Acquisitions and Takeovers Act 1975* and to keep the vendor informed of the progress of the application.
- 62.4 If the purchaser is unable to obtain the approval of the Treasurer within 28 days from the contract date, either party may rescind this contract and clause 19 will apply.
- 62.5 The purchaser agrees its promise in clauses 62.2 or 62.3, as applicable, is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

63. Guarantee and indemnity

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

64. Electrical Appliances

- 64.1 The vendor must deliver to the purchaser or the Owners Corporation (if appropriate) or otherwise assign or otherwise procure for the benefit of the purchaser any manufacturers or other warranty applicable and in the possession of the vendor to an Electrical Appliance on or within a reasonable time after Completion.
- 64.2 The purchaser may not make a Claim, requisition or objection, delay Completion, rescind or terminate because of anything in connection with the manufacturers or other warranty applicable to an Electrical Appliance including, without limitation, the fact that there is no such warranty in existence at Completion.

65. Caveat by purchaser

- 65.1 Subject to clause 65.2 the purchaser must not lodge a caveat for recording on any folio of the certificate of title for the Land or the Development Site.
- 65.2 The purchaser may lodge a caveat for recording on the folio of the register for the Property after the issue of the certificate of title for the Property.

- 65.3 If a caveat is 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 of the register for the Property, the purchaser must Complete this contract despite the caveat.

66. GST - General

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

67. GST Withholding

- 67.1 In this clause 67, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.
- 67.2 If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the vendor must, before the date of Completion, provide a written notice to the purchaser stating:
- (a) whether the purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
 - (b) if the purchaser is required to make a payment referred to in clause 67.2(a):
 - (i) the name and ABN of the vendor;

- (ii) the GST Withholding Amount;
- (iii) when the GST Withholding Amount is required to be paid;
- (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
- (v) any other information required by law.

67.3 This clause 67.3 applies if the purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.

- (a) For the purposes of this contract, the vendor irrevocably directs the purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:
 - (i) the purchaser must provide the GST Cheque to the vendor on or before the date of Completion; and
 - (ii) on the date of Completion, or within such further period as may be allowed by the Commissioner, the vendor must give the GST Cheque to the Commissioner.
- (b) If Completion is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the vendor and the purchaser will be taken to have complied with clause 67.3(b) if the electronic settlement schedule within the electronic workspace used for Completion specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

67.4 Except as expressly set out in this clause 67, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

67.5 If the Property qualifies as potential residential land and:

- (a) the purchaser is registered (within the meaning of the GST Act) and
- (b) the purchaser acquires the Property for a creditable purpose,
- (c) then the purchaser must give written evidence to the vendor of these matters, no later than 10 Business Days before the date of Completion.

68. Stamp duty and Additional Payment

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

- (a) fines and penalties relating to this contract;

- (b) an instrument entered into under this contract; and
 - (c) a transaction evidenced by this contract.
- 68.2 The purchaser indemnifies on demand the vendor and the vendor against a liability for stamp duty.
- 68.3 The purchaser acknowledges and agrees that the following additional payments are payable on completion (such payments being essential terms of this contract):
- (a) the sum of \$250.00 plus GST if the purchaser requires completion to take place other than a venue nominated by the vendor;
 - (b) the sum of \$150.00 plus GST for each postponement of completion if the purchaser postpones completion after appropriate arrangements have been made ;and
 - (c) \$100.00 if the vendor is required to attend to the swapping of an existing bank guarantee or deposit bond with a new bank guarantee or deposit bond.

69. Entire agreement

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

70. Certain provisions apply after Completion

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

71. Exercise of certain rights to rescind

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

72. Expert Determinator

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

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

73. Governing law, jurisdiction and service of process

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

74. Part IV Conveyancing Act 1919

- 74.1 The purchaser acknowledges the specific disclosure by the vendor in the Certificate of the environmental planning instrument affecting the property and that the purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the Development Site contained in those instruments.
- 74.2 Where the information, express or implied, contained in the Certificate is inconsistent with the disclosures in this clause, the disclosures in this clause prevail to the extent of the inconsistency.
- 74.3 The purchaser may not, subject to anything to the contrary in Part IV of the Act, make any Claim, requisition or objection, delay Completion or rescind or terminate because of anything referred to in the Certificate.
- 74.4 If the purchaser makes any Claim that this contract does not comply with the requirements of Part IV of the Act the purchaser bears the onus of establishing that this contract does not comply with the requirements.

75. Requisitions on title

- 75.1 The purchaser agrees that the only form of general requisitions on title that the purchaser may make under clause 5 is the Standard Requisitions.
- 75.2 The vendor may, but is not required to, deem that the Standard Requisitions are served under clause 5 at any time before the purchaser serves them on the vendor.

76. Resale

- 76.1 Subject to clause 76.2, the purchaser warrants to the vendor that it will not without the vendor's prior written consent:
- (a) advertise or offer to sell the Property; or
 - (b) enter into, or purport to enter into, any contract, deed or agreement to sell the Property (whether by way of contract for sale, call option, put option, put and call option or any other arrangement);
- to any other person before Completion of this contract.
- 76.2 The vendor may not withhold its consent to the purchaser provided the following conditions are satisfied by the purchaser:
- (a) any advertising or marketing material intended to be used for the sale of the Property by the purchaser must be in accordance with the standard, quality and look of the advertising and marketing material used by the vendor for the sale of other lots in the Development;
 - (b) copies of the proposed advertising and marketing material to be used by the purchaser must first be submitted to the vendor for the vendor's prior written approval;
 - (c) the purchaser will not use any advertising or marketing material for the sale of the property which has been used by the vendor for the sale of other lots in the Development;
 - (d) no signage will be placed on the Property by the purchaser or its agent(s); and
 - (e) the advertising, marketing and/or sale of the Property must not or likely to detrimentally affect the vendor's sale of other lots in the Development or for the vendor to obtain any finance for the Development.
- 76.3 If the purchaser does not comply with clauses 76.1 and/or clause 76.2 (as the case may be), the vendor may sue the purchaser for damages or exercise its rights under clause 9 of this contract.

77. Assignment by Vendor to Third Party Vendor

- 77.1 The purchaser acknowledges and agrees that the vendor may transfer the Property or the Development Site to a Third Party Vendor prior to Completion.
- 77.2 If the vendor transfers the Property or the Development Site to a Third Party Vendor, the vendor must give to the purchaser written notice to that effect, such notice to include the name of the Third Party Vendor.
- 77.3 If the vendor gives to the purchaser a notice in accordance with clause 77.2:
- (a) the purchaser agrees to the transfer of the Property or the Development Site to the Third Party Vendor in accordance with this clause 77;
 - (b) the purchaser agrees to the vendor novating the vendor's rights and obligations under this contract to the Third Party Vendor; and
 - (c) the purchaser must accept on Completion a transfer of the Property in registrable form duly executed by the Third Party Vendor.
- 77.4 If required by the vendor, the purchaser must enter into a deed of novation to novate the vendor's rights and obligations under this contract from the vendor to the Third Party Vendor in accordance with the following provisions:
- (a) the vendor must, at its Cost, prepare the deed of novation up to \$200.00 plus GST;
 - (b) the vendor and the purchaser must sign the deed of novation within seven days from the date the deed of novation is issued by the vendor; and
 - (c) the deed of novation must contain a provision releasing the vendor from all of the vendor's obligations under this contract.

78. Car Space

- 78.1 This clause applies if the front page of this contract states that the sale of the Property includes a car space (**Car Space**).
- 78.2 The vendor discloses and the purchaser acknowledges and agrees that:
- (a) as at the contract date the vendor has not determined the location of the Car Space; and
 - (b) the car spaces may be contained with a lot in another strata plan;
 - (c) the vendor will determine the location of the Car Space prior to Completion.
- 78.3 The purchaser cannot make any Claim, requisition or objection, delay Completion or rescind or terminate if at the time of Completion because of any matter disclosed or noted in this clause 78.

79. Storage cage

- 79.1 This clause applies if the front page of this contract states that the sale of the Property includes a storage cage (**Storage Cage**).
- 79.2 The vendor discloses and the purchaser acknowledges and agrees that:
- (a) as at the contract date the vendor has not determined the location of the Storage Cage; and
 - (b) the vendor will determine the location of the Storage Cage prior to Completion.
- 79.3 The purchaser cannot make any Claim, requisition or objection, delay Completion or rescind or terminate if at the time of Completion because of any matter disclosed or noted in this clause 79.

Schedule 1 Disclosure Documents

Part 1

The following documents are attached:

1. Schedule of Finishes.
2. Draft Concept Plan.
3. Draft Stratum Plan.
4. Draft Strata Plan.
5. Draft Strata Management Statement
6. Draft By-laws
7. Title search for folio identifier 211/1189773
8. Deposited Plan 1199773
9. Certificate pursuant to s10.7 of the *Environmental Planning and Assessment Act 1979* for the Development Site.
10. Sewerage diagram.
11. Sewer reference sheet.

Schedule 2 Sunset Date (clause 34)

31 August 2022 (as may be extended under clause 35).

Schedule 3 Intention to Register (clause 44)

Draft Concept Plan

Draft Stratum Plan

Draft Stratum Plan Instrument

Draft Strata Management Statement

Draft Strata Plan

Draft By-law Instrument

Schedule 4 Rates (clause 43)

Item 1	Council Rates:	\$1,000.00	per annum
Item 2	Water Rates:	\$250.00	per quarter
Item 3	Land Tax:	\$1,200.00	per annum

Schedule 5 Entries or Notations on Folios of Register (clause 59)

Part 1

1. Reservations and conditions in the Crown Grants.
2. Interests recorded on folio of the Register of the CP/SP

Part 2

1. Reservations and conditions in the Crown Grants.
2. By-law Instrument.
3. Easements (if any); Restrictions on Use (if any), Positive Covenants (if any), created by the documents contemplated to be registered by this contract, including the attached documents.
4. Strata Plan.
5. Strata Management Statement

Schedule 6 Guarantee and Indemnity (clause 63)

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

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

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

Signed, sealed and delivered by
in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Schedule 7 Index of Attachments

1. Schedule of Finishes.
2. Draft Strata Plan.
3. Draft By-Laws.
4. Draft Stratum Plan.
5. Draft Stratum Plan Instrument.
6. Draft Strata Management Statement.
7. Draft Concept Plan.
8. Title search for folio identifier 211/1189773
9. Deposited Plan 1189773
10. Certificate pursuant to s10.7 of the *Environmental Planning and Assessment Act 1979* for the Development Site.
11. Sewerage Diagram and sewer reference sheet.
12. Requisitions on title.

Materials & Finishes Schedule**Residential Development at: 27 Schofields Rd Schofields NSW 2762**

NOTE: THE DEVELOPER & THE BUILDER MAY SUBSTITUTE ANY OF THE FIXTURES & FITTINGS BELOW WITH ALTERNATIVE PRODUCTS OF A SIMILAR QUALITY & FINISH SUBJECT TO AVAILABILITY AT THE TIME OF CONSTRUCTION.

Location	Description	Manufacturer	Finish/Colour	Note
Kitchen	Oven	AEG/Similar	Stainless Steel	
	Gas Cook Top	AEG/Similar	Stainless Steel	
	Built-in Range Hood	AEG/Similar	Stainless Steel	
	Dishwasher	AEG/Similar	Stainless Steel	
	Sink	TBA	Stainless Steel	
	Sink Mixer	TBA	Chrome	
	Joinery	TBA	Veneer/Polyurethane	
	Bench Top	TBA	Reconstituted Stone	
	Splash Back	TBA	Colour Glass	
	Ceiling	TBA	Plasterboard/White Paint	
	Walls	TBA	Plasterboard/White Paint	
	Floor	TBA	Laminate Timber Floor	
	Lighting	TBA	LED Downlights	
Bathroom	Toilet Suite	TBA	White	
	Wall Basin	TBA	White	
	Wall Basin Mixer	TBA	Chrome	
	Shower Mixer	TBA	Chrome	
	Shower Screen	TBA	Glass	
	Shower on Rail	TBA	Chrome	

Materials & Finishes Schedule**Residential Development at: 27 Schofields Rd Schofields NSW 2762**

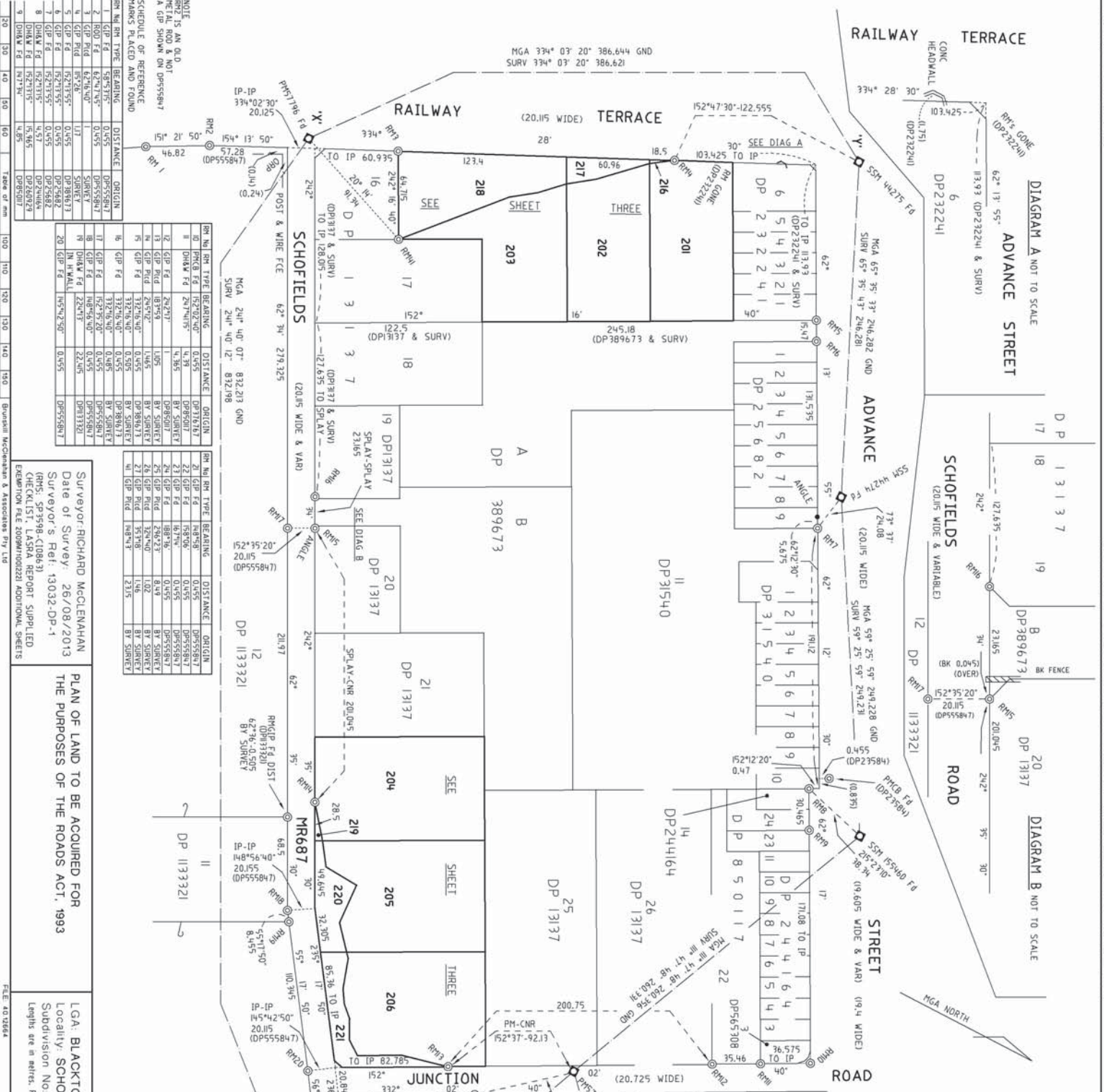
NOTE: THE DEVELOPER & THE BUILDER MAY SUBSTITUTE ANY OF THE FIXTURES & FITTINGS BELOW WITH ALTERNATIVE PRODUCTS OF A SIMILAR QUALITY & FINISH SUBJECT TO AVAILABILITY AT THE TIME OF CONSTRUCTION.

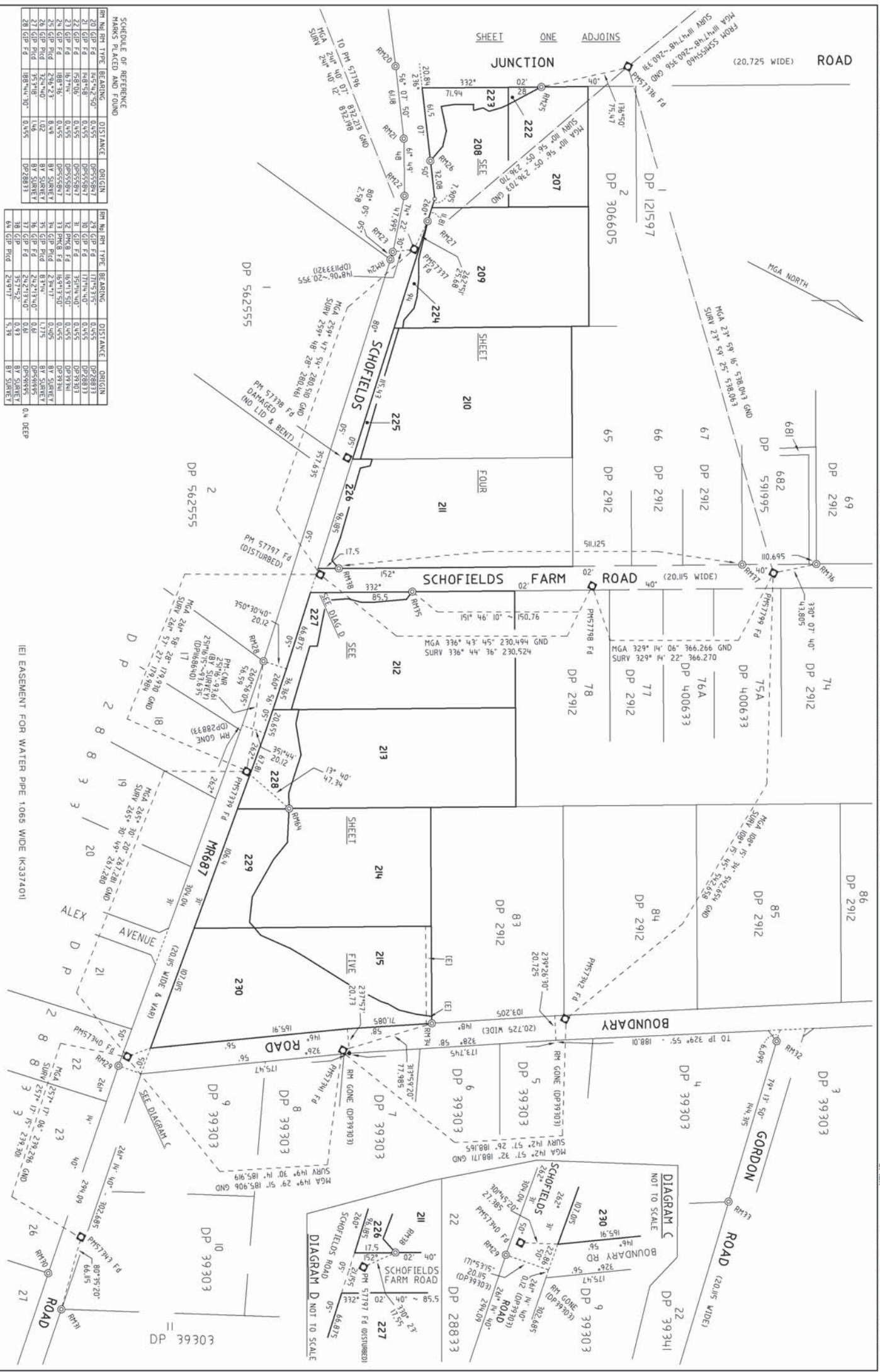
	Towel Rail	TBA	Chrome	
	Soap Rack	TBA	Chrome	
	Toilet Roll Holder	TBA	Chrome	
	Joinery	TBA	Veneer/Polyurethane	
	Ceiling	TBA	Plasterboard/White Paint	
	Walls	TBA	Ceramic Tiles	
	Floor	TBA	Ceramic Tiles	
	Lighting	TBA	LED Downlights	
Laundry	Clothes Dryer	TBA	White	
	Utility Tub & Cabinet	TBA	Stainless Steel	
	Sink Mixer	TBA	Chrome	
	Ceiling	TBA	Plasterboard/White Paint	
	Floor	TBA	Ceramic Tiles	
	Lighting	TBA	LED Downlights	

Materials & Finishes Schedule**Residential Development at: 27 Schofields Rd Schofields NSW 2762**

NOTE: THE DEVELOPER & THE BUILDER MAY SUBSTITUTE ANY OF THE FIXTURES & FITTINGS BELOW WITH ALTERNATIVE PRODUCTS OF A SIMILAR QUALITY & FINISH SUBJECT TO AVAILABILITY AT THE TIME OF CONSTRUCTION.

Lounge & Dining	Ceiling	TBA	Plasterboard/White Paint	
	Walls	TBA	Plasterboard/White Paint	
	Floor	TBA	Laminate Timber Floor	
	Lighting	TBA	LED Downlights	
	Air Conditioning	TBA	Air Conditioner	
Bedrooms	Built-in Wardrobes	TBA	Mirror Door Panel	
	Ceiling	TBA	Plasterboard/White Paint	
	Walls	TBA	Plasterboard/White Paint	
	Floor	TBA	Carpet	
	Lighting	TBA	Oyster lights	





SCHEDULE OF REFERENCE MARKS PLACED AND FOUND

HR No	BR TYPE	BEARING	DISTANCE	ORIGIN
20	GIP Fd	64° 42' 50"	0.455	DP555807
21	GIP Fd	64° 42' 50"	0.455	DP555807
22	GIP Fd	64° 42' 50"	0.455	DP555807
23	GIP Fd	64° 42' 50"	0.455	DP555807
24	GIP Fd	64° 42' 50"	0.455	DP555807
25	GIP Fd	64° 42' 50"	0.455	DP555807
26	GIP Fd	64° 42' 50"	0.455	DP555807
27	GIP Fd	64° 42' 50"	0.455	DP555807
28	GIP Fd	64° 42' 50"	0.455	DP555807
29	GIP Fd	64° 42' 50"	0.455	DP555807
30	GIP Fd	64° 42' 50"	0.455	DP555807
31	GIP Fd	64° 42' 50"	0.455	DP555807
32	GIP Fd	64° 42' 50"	0.455	DP555807
33	GIP Fd	64° 42' 50"	0.455	DP555807
34	GIP Fd	64° 42' 50"	0.455	DP555807
35	GIP Fd	64° 42' 50"	0.455	DP555807
36	GIP Fd	64° 42' 50"	0.455	DP555807
37	GIP Fd	64° 42' 50"	0.455	DP555807
38	GIP Fd	64° 42' 50"	0.455	DP555807
39	GIP Fd	64° 42' 50"	0.455	DP555807
40	GIP Fd	64° 42' 50"	0.455	DP555807

Surveyor: RICHARD McCLENNAN
 Date of Survey: 26/08/2013
 Surveyor's Ref: 13032-DP-1
 (RMS: SP3598-K10863)
 GEEKLAND, LASKA REPORT SUPPLIED
 DESCRIPTION FILE 2008100221 ADDITIONAL SHEETS

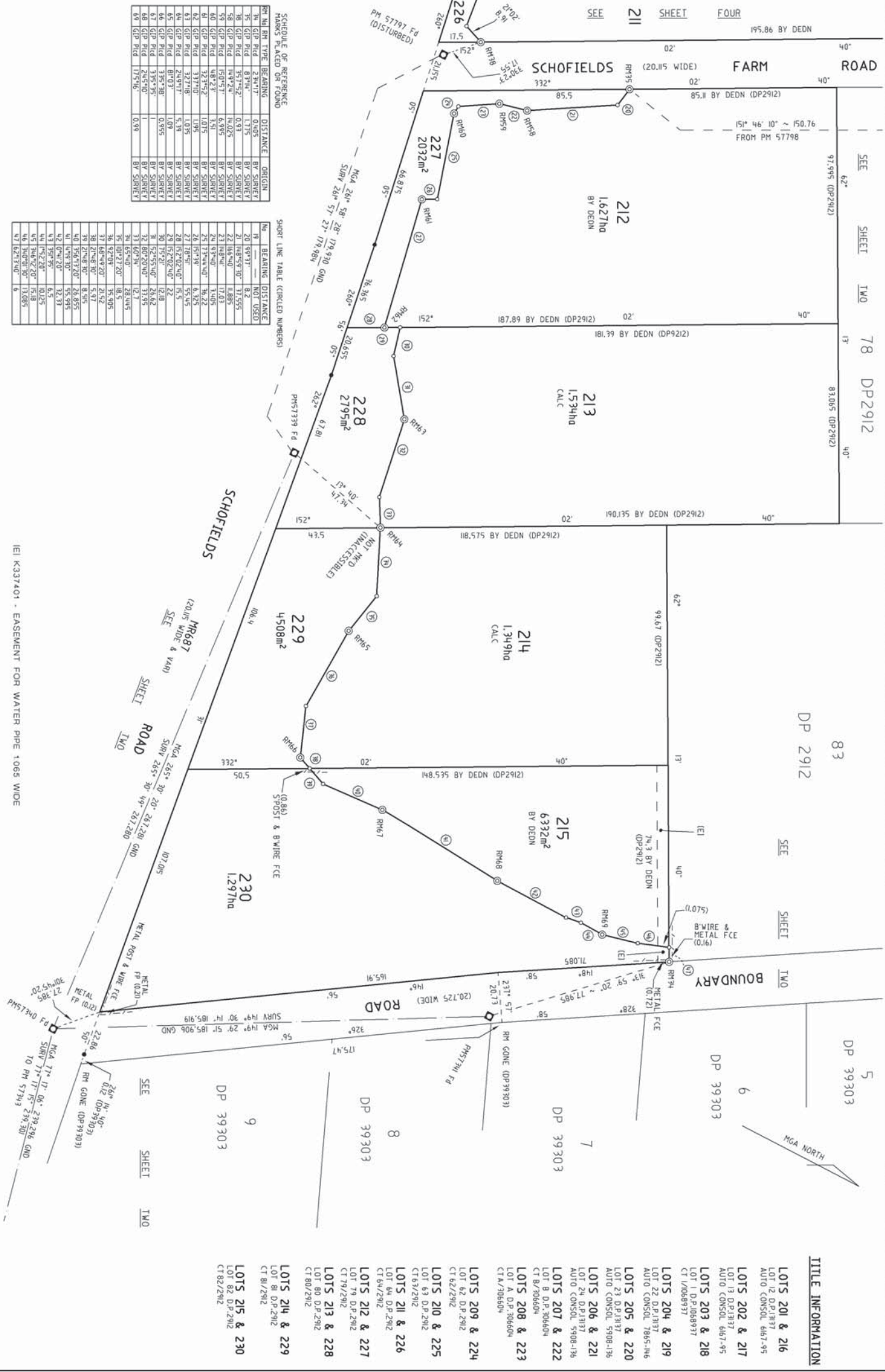
PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No: N/A
 Lengths are in metres. Reduction Ratio 1:2000

Registered
 08-10-2013

DP1189773

20	30	40	50	60	70	80	90	100	110	120	130	140	150
Scale of mm													
Date of Survey													
BRUNNEN McClellan & Associates Pty Ltd													



SCHEDULE OF REFERENCE MARKS PLACED OR FOUND

RM NO	RM TYPE	BEARING	DISTANCE	ORIGIN
35	GIP RIDG	234°17'	0.005	BY SURVEY
36	GIP RIDG	83°41'	1.715	BY SURVEY
38	GIP RIDG	351°45'2"	0.93	BY SURVEY
39	GIP RIDG	149°29'	0.925	BY SURVEY
40	GIP RIDG	150°51'	6.945	BY SURVEY
41	GIP RIDG	32°45'2"	1.015	BY SURVEY
42	GIP RIDG	331°10'	1.015	BY SURVEY
43	GIP RIDG	327°18'	1.095	BY SURVEY
44	GIP RIDG	249°47'	5.79	BY SURVEY
45	GIP RIDG	319°17'	0.99	BY SURVEY
46	GIP RIDG	335°38'	0.955	BY SURVEY
47	GIP RIDG	245°30'	1	BY SURVEY
48	GIP RIDG	175°16'	0.98	BY SURVEY
49	GIP RIDG	175°16'	0.98	BY SURVEY

SHORT LINE TABLE (CIRCLED NUMBERS)

NO.	BEARING	DISTANCE
18	---	NOT USED
20	99°37'	8.2
21	149°51'30"	17.555
22	146°40'	1.885
23	110°3'	1.03
24	151°49'	6.325
25	173°44'40"	36.22
26	151°49'	6.325
27	174°49'	55.45
28	162°20'40"	15.5
29	162°20'40"	22
30	152°50'	2.8
31	60°20'40"	13.95
32	60°20'40"	12.1
33	60°20'40"	12.1
34	65°40'	28.145
35	102°17'20"	18.5
36	142°40'30"	15.905
37	142°40'30"	2.9
38	21°48'30"	5.91
39	21°48'30"	8.565
40	156°13'20"	24.855
41	149°30'	55.945
42	0°42'20"	32.33
43	0°42'20"	10.5
44	152°20'	10.5
45	154°42'20"	15.18
46	154°42'20"	11.085
47	62°13'40"	9


Surveyor: RICHARD MCLENNAN
 Date of Survey: 26/08/2013
 Surveyor's Ref: 13032-DP-1
 (RHS: SP3598-(10863)
 CHECKLIST: LASRA REPORT SUPPLIED
 EXCEPTION FILE 2009R00221 ADDITIONAL SHEETS

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993
 LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No: N/A
 Lengths are in metres. Reduction Ratio 1:1000

Registered
 08-10-2013
 DP1189773

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  08-10-2013 Office Use Only
Title System: TORRENS
Purpose: ACQUISITION

Office Use Only
DP1189773

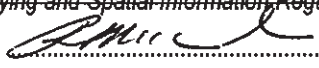
PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993

LGA: BLACKTOWN
Locality: SCHOFIELDS
Parish: GIDLEY
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval
I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.
Signature:
Date:
File Number:
Office:

Survey Certificate
I, RICHARD LAWRENCE MCCLENAHAN..... of BRUNSKILL MCCLENAHAN & ASSOCIATES Pty Ltd SUITE 22, 1-3 HAVILAH STREET, CHATSWOOD NSW 2067 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:
*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on

Subdivision Certificate
I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.
Signature:
Accreditation number:
Consent Authority:
Date of endorsement:
Subdivision Certificate number:
File number:
*Strike through if inapplicable.

*(b) The part of the land shown in the plan (*being/*excluding LOTS 216-230 INCLUSIVE & CONNECTIONS) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, 26 AUGUST 2013. the part not surveyed was compiled in accordance with that Regulation.
*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.
Signature:  Dated: 12/9/2013
Surveyor ID: 1526.....
Datum Line: 'X' - 'Y'
Type: *Urban/*Rural
The terrain is *Level-Undulating / *Steep-Mountainous.
*Strike through if inapplicable.
*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.
LOTS 216-230 INCLUSIVE ARE REQUIRED FOR ROAD AND AFTER CONSTRUCTION WILL BE DEDICATED AS PUBLIC ROAD UNDER SECTION 10 OF THE ROADS ACT 1993.


Plans used in the preparation of survey/compilation.
DP536381 DP236422 DP39341 DP39303 DP400633
DP591995 DP306605 DP375258 1803-1603 8404-1603
DP2883 DP2912 DP306604 DP389673 DP562555
DP555847 DP1168640 DP1133321 DP1068937 DP13137
DP244164 DP232241 DP850117 DP1133453 DP839668
DP840888 DP260929 DP25682 DP376767 DP23584
If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 13032-DP-1 (RMS:SP3598-CI0863) CHECKLIST, LASRA REPORT SUPPLIED EXEMPTION FILE:2009M7100(222) ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only
 Registered:  08-10-2013

Office Use Only
DP1189773

PLAN OF
 LAND TO BE ACQUIRED FOR THE
 PURPOSES OF THE ROADS ACT, 1993

This sheet is for the provision of the following information as required:
 • A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 • Signatures and seals- see 195D Conveyancing Act 1919
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
 Date of Endorsement:

Lots	Street Number	Street name	Street Type	Locality
201 & 216	Not available	Railway	Terrace	Schofields
202 & 217	171	Railway	Terrace	Schofields
203 & 218	181-187	Railway	Terrace	Schofields
204 & 219	15	Schofields	Road	Schofields
205 & 220	17	Schofields	Road	Schofields
206 & 221	19	Schofields	Road	Schofields
207 & 222	69	Junction	Road	Schofields
208 & 223	77	Junction	Road	Schofields
209 & 224	23	Schofields	Road	Schofields
210 & 225	25	Schofields	Road	Schofields
211 & 226	27	Schofields	Road	Schofields
212 & 227	29	Schofields	Road	Schofields
213 & 228	31	Schofields	Road	Schofields
214 & 229	33	Schofields	Road	Schofields
215 & 230	35	Schofields	Road	Schofields

APPROVED:
 17 SEP 2013
 PRINCIPAL SURVEYOR
 ROADS AND MARITIME SERVICES

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13032-DP-1 (RMS:SP3598-CI0863) CHECKLIST, LASRA REPORT SUPPLIED
 EXEMPTION FILE: 2009M7100(222) ADDITIONAL SHEETS

Applicant Details

Your reference 50348449:79293465 HWL EBSWORTH LAWYERS

SAI GLOBAL PROPERTY PTY LTD
DX 502
MELBOURNE

Certificate Details

Certificate no.	PL2018/02962	Fee: \$133.00
Date issued	10 April 2018	Urgency fee: N/A
Receipt no.	D001296300	

Property information

Property ID	364474	Land ID	364474
Legal description	LOT 211 DP 1189773		
Address	27 SCHOFIELDS ROAD SCHOFIELDS NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

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.

Zone R3 Medium 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**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Waste management facilities; Waste or resource management facilities; Wholesale supplies.

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.

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.

purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
Proforma ID: 461168

End of Certificate



application 9453005 your ref 62816115
 no diagram available
 Produced By: Ruth Kunde
 Date: 23/08/2016

Suburb: SCHOFIELDS
 Map:128 Grid:B15 Edition:Sydney UBD Edition 41
 CMA Sheet: 8267-91-21
 MGA Zone 56 (M) Central Co-ord: 303766 6269448

Scale: 1:1550
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 SYDNEY WATER CORPORATION



Page