

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Castle Hill Suite 19/15-17 Terminus Street, Castle Hill, NSW 2154	Phone: 02 8866 1500 Ref: Karen D'Angola Mobile: 0438 974 253 kdangola@stonerealestate.com.au
co-agent		
vendor	XI LIU	
vendor's solicitor	YOUNG YOUNG CO Suite 222, 1 Barratt Street, Hurstville NSW 2220	Phone: 02 9586 2020 Email: sunnysong@youngyoungco.com.au Fax: 02 9586 1220 Ref: SS:2506022
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	4 Peppertree Place, Castle Hill, New South Wales 2154 Registered Plan: Lot 12 Plan DP 285783 Folio Identifier 12/285783	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA _____

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a **GSTRW payment** NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **4 Peppertree Place, Castle Hill, NSW 2154** from **XI LIU** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **XI LIU** and am not employed in the legal practice of a solicitor acting for **XI LIU** nor am I a member or employee of a firm of which a solicitor acting for **XI LIU** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

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

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

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

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

4 PEPPERTREE PL CASTLE HILL NSW 2154

SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-

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- 3.** The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

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.

SPECIAL CONDITIONS

Supplementary to 2022 edition Contract for sale and purchase of land

32. Interpretation

In these Additional Clauses, unless the context otherwise requires:

- a. They must be read subject to any rights granted to the vendor or purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- b. Should there be any conflict or inconsistency with the printed clauses (nos.1 to 31 inclusive) then the Special Condition shall prevail to the extent only of that conflict or inconsistency.
- c. All headings are for the convenience of reference only and neither form part of the substance of this contract nor affect the interpretation of any of its provisions, whether express or implied.
- d. The singular includes the plural and conversely, words importing one gender include all other genders and the word "*person*" or "*party*" includes the corporations or any other legal entity.
- e. If any provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- f. This contract is governed by the laws of New South Wales. The *parties* submit to the nonexclusive jurisdiction of the courts exercising jurisdiction there.
- g. The provisions of this contract having application after completion continue to apply despite completion.

33. Amendments to printed clauses

The printed clauses (No. 1 to 31 inclusive) of this contract are amended as follows:

- a. Clause 6.1, substitute for the words contained in the second set of brackets: "(if such error or misdescription substantially and adversely affects the property, the title or anything else)";
- b. In clause 7.1.1 and 7.2.1 substitute "\$1.00" for "5%" and "10%" respectively;
- c. Clause 7.2.6, add to the end of the clause the words "and the amount held and all net interest must be paid to the vendor forthwith";
- d. Clause 10.1, insert "or delay completion" after "terminate"; delete "or" at the end of subclause 10.1.8 and add "or" to the end of subclause 10.1.9 and add:

“10.1.10 any claim, grant, notice, order or declaration relating to native title, land rights or heritage protection under legislation, the common law or otherwise.”

- e. Clause 11.2, add after “*work order*” the words “ with the consent and authority of the vendor” and after “*terminated*” the words “by reason of the vendor’s default only”
- f. Clause 14.4.2, is deleted;
- g. Clause 16.5, the words and numerals “plus another 20% of that fee” are deleted.
- h. Clause 16.6, after the word “If” insert the words “not less than 7 days before the Completion date”;
- i. Clause 16.8, is deleted;
- j. Delete Clauses 23.13 & 23.14 and replace with “the Vendor authorises the Purchaser to apply for a certificate under S.184 Strata Schemes Management Act 2015 (originally known as under S.109 Strata Schemes Management Act 1996) or S.26 Community and Management Act 1989 in relation to the lot, the schemes or any other schemes. The Vendor will not provide S.184 (originally known as S.109) or S.26 Certificate.”
- k. Clauses 23.6 & 23.7, are deleted;
- l. Clause 29, is deleted;
- m. Clause 31.4, substitute “7 days” for “1 day”.

34. Notice to Complete

- 34.1 Issue of notice
 - a) If completion does not occur on or before the completion date, at any time thereafter either *party* (not then being in default under this contract) may serve on the other a Notice to Complete requiring completion of this contract by 3.30pm on a specified *business day* being not less than ten (10) *business days* (“Notice Period”) after the date of *service* of the Notice to Complete.
 - b) The parties agree that:
 - i. The Notice Period is sufficient and reasonable in all circumstances; and
 - ii. Time will be essential for compliance with any Notice to Complete.
- 34.2 Notice period
 - a) The Notice period commences at 3.30pm on the day on which the Notice to Complete is served, providing it is served by 5.00pm on that day;
 - b) A party who has served a Notice to Complete may at any time before the expiry of the Notice Period, give to the other written notice either withdrawing the Notice to Complete or extending the Notice Period, in either case without any limitation as to frequency.
- 34.3 Costs
 - a) If the purchaser fails to complete on the completion date, the purchaser must pay as an essential term of this contract an amount of \$220.00 for the legal costs incurred by the vendor for the additional instructions,

attendances and communications occasioned by the delay (inclusive but irrespective of the issue of Notice to Complete) by delivery on the actual completion date of a separate *settlement cheque* for this amount drawn in favour of the vendor's solicitors.

- b) 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 will 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 monies required to be paid by the purchaser under this contract at that time.

35. Interest

35.1 Payment of Interest

If completion does not occur on or before the completion date, the purchaser shall pay as agreed liquidated damages to the vendor on completion, by cash or *settlement cheque*, interest calculated;

- a) daily at the rate of 10% per annum; and
b) on the unpaid balance of the Price;

In respect of the period ("Interest Period") commencing on the day following the completion date and ending on the day on which completion actually takes places.

35.2 Essential Term

The purchaser may not require the vendor to complete this contract unless interest payable in accordance with sub-clause 35.1 is paid to the vendor on completion. It is an essential term of this contract that such interest is then so paid.

35.3 Delays by Vendor

Sub-clause 35.1 does not apply in respect of any part of the Interest Period during which completion has been delayed due to the fault of the vendor. The vendor shall not be liable to the purchaser for any damage or loss suffered by the purchaser due to the vendor's failure to complete, unless such failure constitutes a breach of an essential term of this contract.

36. Rescission

- 36.1 Without in any manner negating or limiting or restricting any rights or remedies which would have been available at law or in equity had this clause

not been included, should prior to completion the vendor or purchaser (or any of them, if there be more than one):

36.1.1 Die or become mentally ill, disordered, incapable or protected in accordance with the relevant criteria set out in the Mental Health Act 1990 or the Protected Estates Act 1983;

or

36.1.2 Being a company, go into liquidation or receivership;

The other *party* may *rescind* this contract by notice in writing to the other and the provisions of Clause 19 shall apply.

36.2 If the costs to the vendor of satisfying any claim or complying with any objection claim or requisition made by the purchaser would exceed 3% of the Price, then the vendor can *rescind* this contract and, in the case of a *requisition*, the rescission shall be deemed to be on reasonable grounds under Clause 8.1. and the provisions in Clauses 8.2 and 8.3 shall apply, *mutatis mutandis*, to any such objection or claim.

37. General

37.1 This Clause 37 does not restrict or remove the rights of the purchaser under any condition or warranty implied into this contract by any law, if to do so would contravene that law or make any part of this clause void.

37.2 No objection, requisition or claim shall be made in respect of, nor shall the purchaser be entitled to rescind or delay completion of this contract by reason of any of the matters relating to the property referred to in this clause 37;

37.3 The purchaser acknowledges and agrees that in entering into this contract:

37.3.1 He has relied exclusively on his, or his representative's investigation and inspection of the property (including, without limitation, the use to which it may be put and any restrictions applicable to that use) except to the extent of the disclosures, warranties and representations by the vendor contained in this contract and its annexures;

37.3.2 The purchaser accepts the property in its present state of repair and structural condition with all faults and defects, whether latent or patent, including any infestation, environmental hazard, contamination or dilapidation.

- 37.4 If the completion date is less than 42 days from the contract date, then the number of days specified in Clauses 4 and 5 shall be reduced by the same fewer days.

38. Inclusions and Keys

- 38.1 The vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the Inclusions and of any appliance, element, motor, system, chattel or fixture in the property and the purchaser shall accept the same on completion in the same condition as at the date of this contract. The vendor need not give formal delivery of the Inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services; nor is the vendor responsible for any loss or breakdown, malfunction or fair wear and tear occurring to any item referred to in this clause after the date of this contract.
- 38.2 The vendor will make available for collection from the vendor's agent or Solicitor upon completion such keys, cards, controls and codes that are in his possession to access or secure the improvements located on the property, but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.

39. Transfer

The Purchaser Acknowledges:

- 39.1 Should the form of transfer not be served within the time prescribed in clause 4.1, the purchaser will pay to the vendor's solicitors on completion the sum of \$110.00 for costs on expedition of its execution by the vendor as an essential term of the contract; and
- 39.2 The information needed pursuant to Clause 4.2 for the form of transfer is disclosed in the contract.

40. Purchaser's Warranties

The purchaser warrants to the vendor that:

- 40.1 The purchaser has not been introduced to the property or the vendor by any agent other than the one (if any) named on sheet 1. The purchaser indemnifies the vendor against any claim made by any other *party* for commission as a result of a breach of this warranty. The provisions of this clause shall not

merge on completion.

- 40.2 The purchaser does not need to obtain credit as a condition of completing this contract or, if so, he has before the date of this contract obtained approval for sufficient credit to finance the purchase of the property. The purchaser acknowledges that as a consequence of the disclosure in this clause, the purchaser is not entitled to *terminate* this contract, whether pursuant to Section 124 of the Consumer Credit Code or otherwise.
- 40.3 If the purchaser is a “foreign corporation” or “foreign person” as defined in the Foreign Acquisition & Take-over Act 1975 (“The Act”), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property. The purchaser hereby indemnifies and holds indemnified the vendor against all liability, loss, damage and expenses which the vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

41. Deposit Provisions

41.1

- 41.1.1 Despite clause 2, the vendor will accept the sum of \$ _____, being not less than 5% of the Price, as part payment of the deposit set out in the particulars on page 1 of this contract on the day this contract is made.
- 41.1.2 The balance of the deposit must be paid by the purchaser to the vendor on or before completion or, if the purchaser are in default, upon termination. If the purchaser defaults the balance of the deposit is a debt due and payable by the purchaser to the vendor.
- 41.1.3 Despite clause 2.9 of this contract, all interest on so much of the deposit as is paid pursuant to clause 41.1.2 and is invested shall be paid to the vendor on completion or on the date the vendor otherwise becomes entitled to keep or recover the deposit.
- 41.1.4 If circumstances arise which entitle the vendor to keep or recover the deposit:
- a) The purchaser must immediately pay to the vendor the unpaid balance of the deposit; and
 - b) If the purchaser fails to do so within seven(7) days from the vendor demanding such payments, the vendor is entitled to recover from the purchaser the unpaid balance of the deposit as a liquidated debt and may exercise such other rights as are available to the vendor whether at law or in equity.
- 41.1.5 The purchaser expressly acknowledges that, notwithstanding any

communications from any party and, in particular, from the vendor's agent (or any representative of the vendor), the deposit payable pursuant to this contract is equivalent to 10% of the Price to secure the purchaser's obligations pursuant to this contract.

- 41.2 If required by the vendor, the purchaser shall give to the vendor to use the deposit or part thereof to be applied as a deposit or balance payable by the vendor for the purchase of another property together with the stamp duty incurred, or to be used for settlement purposes. The vendor's solicitor shall authorise the Real Estate Agent for this release of deposit and no further permission is required from the purchaser or purchaser's solicitor.

42. Requisitions

- 42.1 Notwithstanding any other provision of this contract, the purchaser acknowledges that the vendor shall not be obliged to reply to the purchaser's requisitions unless:
- 42.1.1 The requisition submitted are Form 825/800, 2008 Australian Law Stationers, a copy of which is annexed hereto.
- 42.1.2 The requisition are from enquiries made by the purchaser; or
- 42.1.3 The requisition properly arise from the vendor's reply to the purchaser's requisitions.

43. Goods and Services Tax (GST)

- 43.1 Definitions
In this clause:
"GST" refers to goods and services tax under a New Tax System (Goods and Services) Act 1999("GST Act") and the terms used have the meanings as defined in the GST Act.
- 43.2 GST exclusive price
It is agreed that the consideration for the supply expressed in this contract is exclusive of the vendor's liability for GST.

44. Vendor's additional disclosure regarding planning certificate

- 44.1 For the purpose of this clause, Planning Certificate means the certificate under section/s 149(2) and 149(5) (if attached) annexed to this contract.

44.2 Changes to Contaminated Land Management Act 1997
The vendor discloses that as from 1 July 2009 the Planning Certificate should specify:

- a) Whether the land is significantly contaminated land.
- b) Whether the land is subject to a management order.
- c) Whether the land is the subject of an approved voluntary management proposal.
- d) Whether the land is subject to an ongoing maintenance order.
- e) Whether the land is the subject of a site audit statement.

44.3 Codes SEPP
The vendor discloses that as from 7 September 2009 the Planning Certificate should state whether or not the land is land on which complying development may be carried out under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)* including whether or not the land on which complying development may be carried out under the following Codes in the Codes SEPP

- a) General Housing Code, and
- b) Housing Internal Alternations Code, and
- c) General Commercial and Industrial Code.

And if no complying development can be carried out on the land under one or more of the codes in the Codes SEPP, the reason why complying development may not be carried out on the land.

44.4 The purchaser agrees to accept the Planning Certificate in the form as attached to this contract and acknowledges that it must rely on its own enquiries in relation to whether or not the matters referred to in the above subclause apply to the land.

44.5 The purchaser cannot make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this clause.

45. Guarantor If Corporate Purchaser

45.1 If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the purchaser must secure at least one natural person over the age of eighteen(18)years who is a director or a substantial shareholder of the purchaser who will unconditionally guarantee the due performance of the purchaser's obligation under this contract, and the due and punctual payment by the purchaser of the Purchase Price and all other moneys

payable by the purchaser to the vendor under this contract. The Guarantee shall be in the form contained in special condition 45.2.

45.2

- The vendor at the request of the Guarantor(s) (whose name(s) and address (es) and description(s) are set out in the schedule below) has/have agreed to sell the property to the purchaser and the purchaser has agreed to purchase from the vendor the property. The Guarantor(s) HEREBY GUARANTEE(S) the payment by the purchaser to the vendor of all moneys including damages to be paid by the purchaser pursuant to this contract at the times and in the manner therein provided and the observance and performance by the purchaser of the terms and conditions therein contained or implied and on the part of the purchaser to be observed and performed.
- As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the vendor may suffer or incur by reason of the failure or default of the purchaser to pay all moneys to be paid by it pursuant to the said contract at the times and in terms, conditions and covenants therein contained or implied and on the part of the purchaser to be observed and performed.
- The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee, indemnity and covenant and that its liability there under shall not be affected or discharged by any indulgence or extension of time granted by the vendor to the said purchaser or of any variation of the terms and conditions of this contract.
- The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.

Schedule

Guarantor(s):

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

In witness hereof the said Guarantor(s) has/have hereunto set his/her/their hand(s) and seal the day of _____ two thousand and _____

SIGNED, SEALED and DELIVERED)

by _____ and _____)

) Signature of Guarantor(s)

as Guarantor(s) in the presence of:)

)

_____))

) Signature of Witness

Name of Witness

_____))

Address of Witness

46. Building Certificate

The purchaser acknowledges and agrees that the vendor does not hold a Building Certificate other than that which may be attached to this contract in respect of the property. The purchaser will make no objection, requisition or claim for compensation, or claim any right to rescind terminate or delay completion in relation to the nonexistence of a Building Certificate. The purchaser shall not require the vendor to obtain/provide such a Building Certificate to the purchaser.

47. Section 10.7 (2) Certificate

47.1 The annexed Section 10.7 (2) Certificate is the only s10.7 (2) certificate which the Vendor in possession from Local Council;

47.2 The purchaser must make its own enquiries to Local Council for any information related to the Section 10.7 (2) Certificates;

47.3 The purchaser warrants not to make objections, claims, requisitions or rescission of contract of

any matter arising from the section 10.7 (2) certificate annexed to this contract;

47.4 This is an essential term of the contract, not merge on settlement.

48. Land Tax Clearance Certificate

48.1 If not attached to this contract a Land Tax Clearance Certificate issued by Office of State Revenue will be provided to the purchaser prior to settlement;

48.2 Land Tax Certificate may not be served 14 days before the date for completion as shown on the front page of this contract, the purchaser must complete this contract by 1 day after receiving such certificate or otherwise agreed by the vendor;

48.3 The purchaser warrants not to make objections, claims, requisitions or delay of completion from any matter arising from the service time of the Land Tax Clearance Certificate.

49. Attachments

49.1 "Attachments" means all documents which are attached to this contract;

49.2 The purchaser acknowledges that the attachments are included in this contract;

49.3 The purchaser accepts the matters disclosed in the attachments and warrants not to make objections, claims, requisitions, delay completion or rescission of contract because;

- a. of anything disclosed in the attachments, or
- b. any attachment being incomplete or inaccurate.

50. Australian Taxation Office Clearance Certificate

50.1 If not attached to this contract the Foreign Resident Capital Gain Withholding Clearance Certificate issued by Australian Taxation Office will be provided to the purchaser prior to settlement if applicable;

50.2 The ATO Foreign Resident Capital Gain Withholding Clearance Certificate may not be served 7 days before the date for completion as shown on the front page of this contract, the

purchaser must complete this contract by 1 day after receiving such certificate or otherwise agreed by the vendor;

50.3 The purchaser warrants not to make objections, claims, requisitions or delay of completion from any matter arising from the service time of the ATO Foreign Resident Capital Gain Withholding Clearance Certificate.

51. Tenancy Agreement

51.1 Clause 51 only applies when a tenancy agreement annexed to the contract;

51.2 The purchaser acknowledges the following terms:

- a. the tenant has the sole discretion to decide whether to stay or move out at any time, so the tenant has the sole discretion to change the duration of the tenancy agreement;
- b. the tenant's sole decision will determine whether "vacant possession" or "subject to existing tenancies" on settlement on the front page of the contract;
- c. The purchaser will accept either "vacant possession" or "subject to existing tenancies" if the tenant changes the duration of the tenancy agreement;

51.3 If the purchaser requests the "Vacant Possession" on settlement during a periodic term of the tenancy agreement, then the purchaser acknowledges the following terms:

- a. the vendor will only authorise the managing agent to issue the thirty (30) day Termination Notice plus five (5) business day postage to the tenant after the expiry of the cooling-off period under the contract, so the completion date on the front page of the contract will be extended automatically due to the extension of the cooling-off period accordingly;
- b. the tenant has the sole discretion to decide which day he or she moves out of the subject property, if this moving-out date is later than the completion date, the purchaser warrants not to issue Notice to Completion under Clause 34 due to the tenant's delay in moving out, and the purchaser agrees with the new completion date to be the second business day after the vacant possession is provided unless otherwise agreed.

51.4 The purchaser warrants not to make objections, claims, requisitions, delay completion or rescission of contract of any matter arising from this Clause 51;

51.5 This is an essential term of the contract, not merge on settlement.

52. Sewerage Diagram

52.1 Sydney Water has advised that there is no Sewerage Diagram in Sydney Water system for the subject building;

52.2 The purchaser must make its own enquiries to Sydney Water regarding this absence of Sewerage Diagram;

52.3 The purchaser warrants not to make objections, claims, requisitions or rescission of contract of any matter arising from the absence of the Sewerage Diagram;

52.4 This is an essential term of the contract, not merge on settlement.



FOLIO: 12/285783

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/6/2025	7:24 PM	8	22/4/2025

LAND

LOT 12 IN NEIGHBOURHOOD PLAN DP285783
AT KELLYVILLE
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP285783

FIRST SCHEDULE

XI LIU (T AK191043)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/285783
- 3 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY SCHEME
- 4 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 5 DP1007485 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBER (4) IN THE S.88B INSTRUMENT
- 6 DP1007485 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBER (5) IN THE S.88B INSTRUMENT
- 7 DP1007485 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBER (6) IN THE S.88B INSTRUMENT
- 8 DP1050744 POSITIVE COVENANT
- 9 DP1050744 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 DP1050744 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S. 88B INSTRUMENT
- 11 DP285783 RESTRICTION(S) ON THE USE OF LAND (DOC.1)
- 12 AU999306 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2506022...

PRINTED ON 17/6/2025

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

NAME OF DEVELOPMENT, IF ANY
 ADDRESS FOR SERVICE OF NOTICE
 NO. 2 HERITAGE COURT
 CASTLE HILL


NEIGHBOURHOOD PLAN


DP285783
 SHEET 1 OF 5 SHEETS
 FOR REFERENCE TO ADDITIONAL SHEETS SEE SCHEDULE BELOW

REGISTERED:  30.6.2009

THIS SHEET IS BEING CONTINUALLY UP-DATED TO SHOW THE LATEST INFORMATION AND FOR DETAILS OF SUCH UP-DATES AND ADDITIONAL AND REPLACEMENT SHEETS ADDED SEE SCHEDULE BELOW.

COUNCIL'S APPROVAL NO. 9816

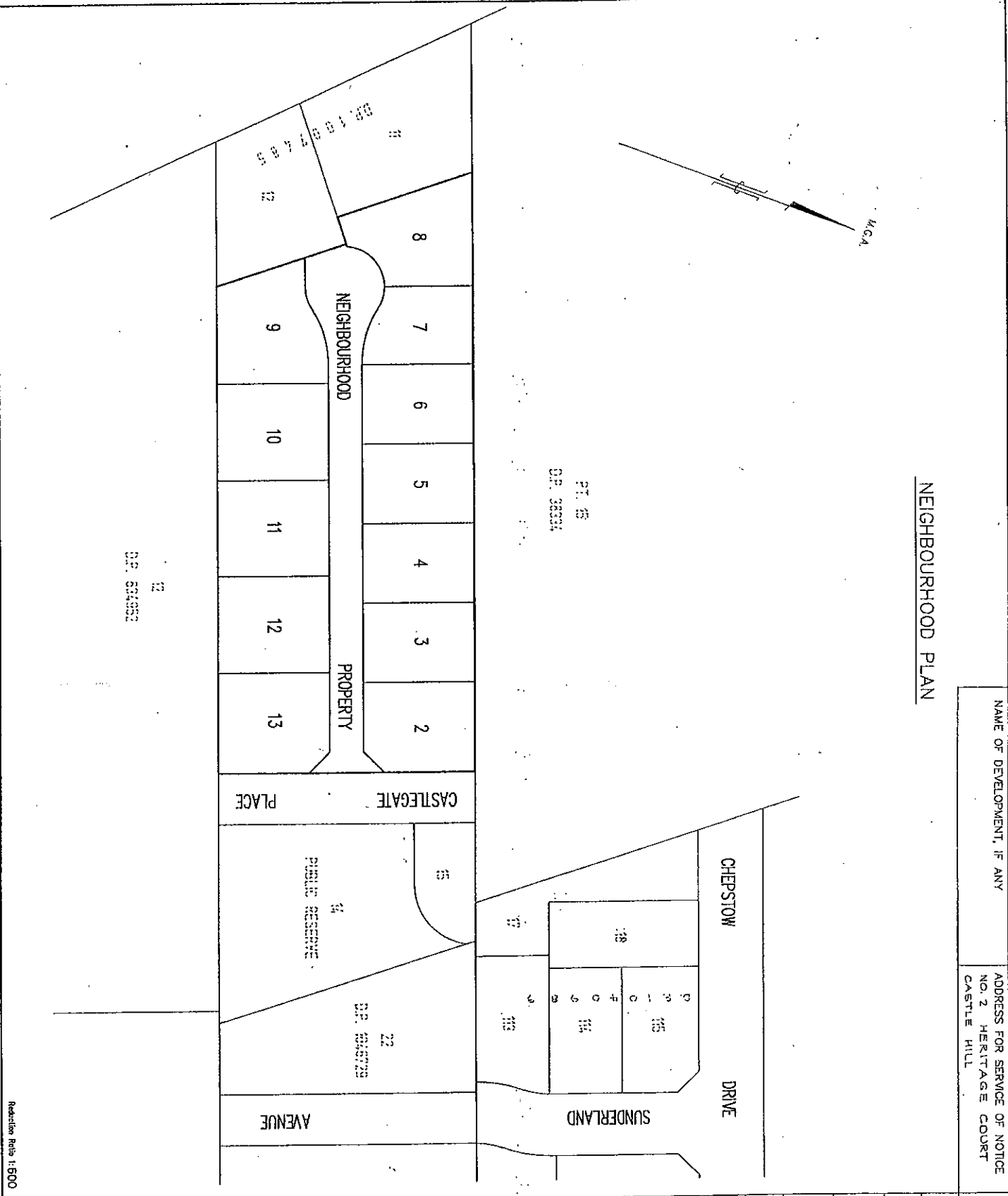
DATE: 5.2.2009
 GOVERNOR GENERAL'S SIGNATURE: 

SURVEYOR'S SIGNATURE: 

DATE: 10.12.02

SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.



DETAIL PLAN

DP285783

Registered 30-e-4003 *
 This is sheet 3 of my plan in 5 sheets
 dated 10/12/2002

3/1/2002
 Signed: [Signature]
 This is sheet 3 of the plan of 5 sheets
 covered by subdivision certificate No. 10000
 of 24-4-0005

Additional Remarks/Remarks/Remarks/Remarks
 For use where space is insufficient in any part of Plan Form 2

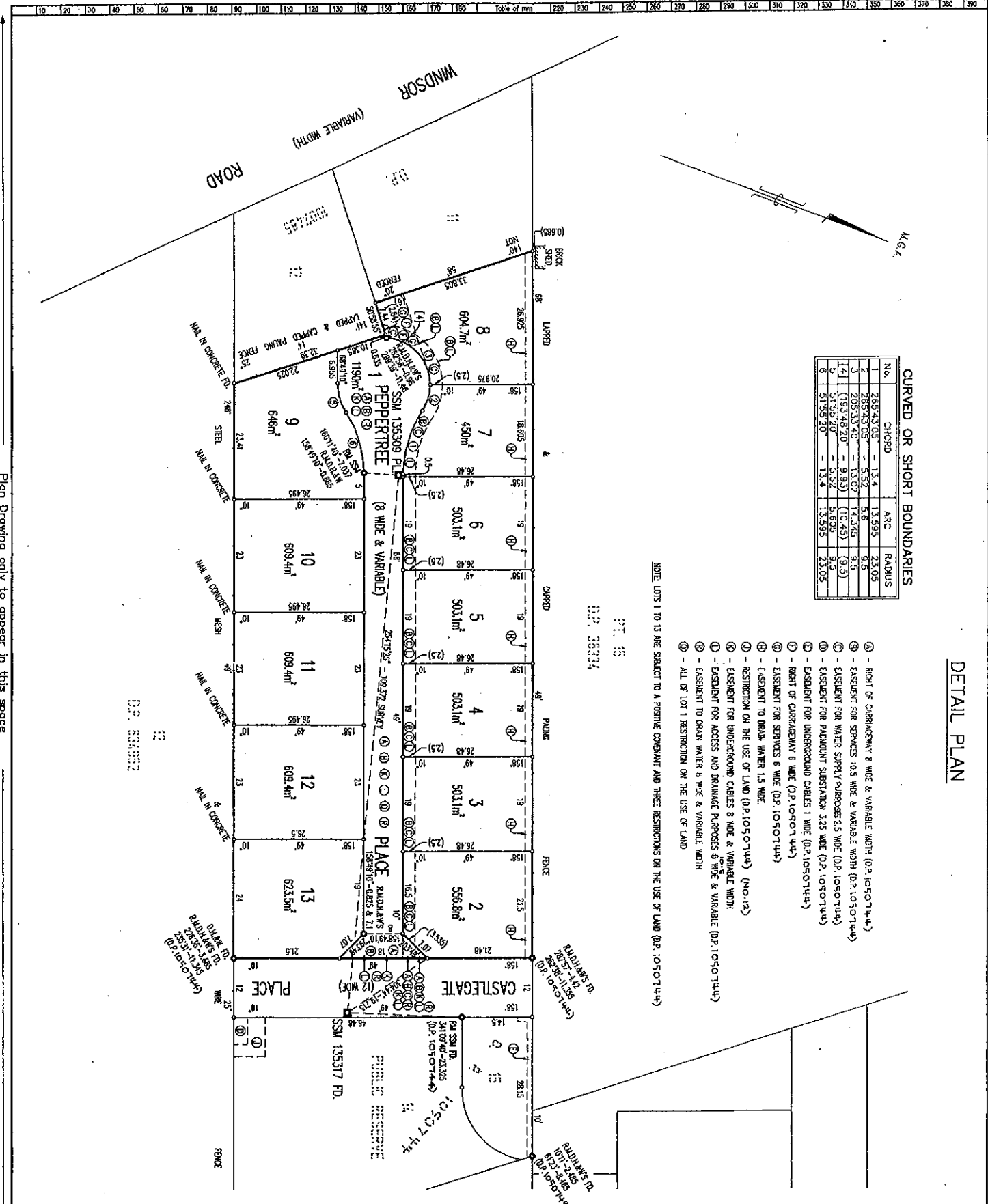
CURVED OR SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	28574.305	13.595	23.05
2	28574.305	5.6	9.5
3	205533.40	14.345	9.5
14	193748.20	(10.45)	(9.5)
5	51552.0	5.605	9.5
8	51552.0	13.595	23.05

NOTE: LOTS 1 TO 13 ARE SUBJECT TO A POSITIVE COVENANT AND THREE RESTRICTIONS ON THE USE OF LAND (D.P. 10507144)

PT. 13
 D.P. 333334

- ① - RIGHT OF CARRIAGEWAY 8 WIDE & VARIABLE WIDTH (D.P. 10507144)
- ② - EASEMENT FOR SERVICES 10.5 WIDE & VARIABLE WIDTH (D.P. 10507144)
- ③ - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (D.P. 10507144)
- ④ - EASEMENT FOR PADMOUNT SUBSTATION 3.25 WIDE (D.P. 10507144)
- ⑤ - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (D.P. 10507144)
- ⑥ - RIGHT OF CARRIAGEWAY 6 WIDE (D.P. 10507144)
- ⑦ - EASEMENT FOR SERVICES 6 WIDE (D.P. 10507144)
- ⑧ - EASEMENT TO DRAIN WATER 1.5 WIDE
- ⑨ - RESTRICTION ON THE USE OF LAND (D.P. 10507144) (NO. 13)
- ⑩ - EASEMENT FOR UNDERGROUND CABLES 8 WIDE & VARIABLE WIDTH
- ⑪ - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 4 WIDE & VARIABLE (D.P. 10507144)
- ⑫ - EASEMENT TO DRAIN WATER 8 WIDE & VARIABLE WIDTH
- ⑬ - ALL OF LOT 1 RESTRICTION ON THE USE OF LAND



Plan Drawing only to appear in this space

Reduction Ratio 1:50
 SURVEYOR'S REFERENCE: 11625-2

NEIGHBOURHOOD PROPERTY PLAN

DP285783

Registered 30.6.2009

This is sheet 4 of my plan in 5 sheets
 0804 10/12/2002

Survey registered under Survey Act 1978
 This is sheet 4 of the plan of 5 sheets
 covered by Subdivision Certificate No. 0816
 of S. 1. 2009.

Handwritten signature

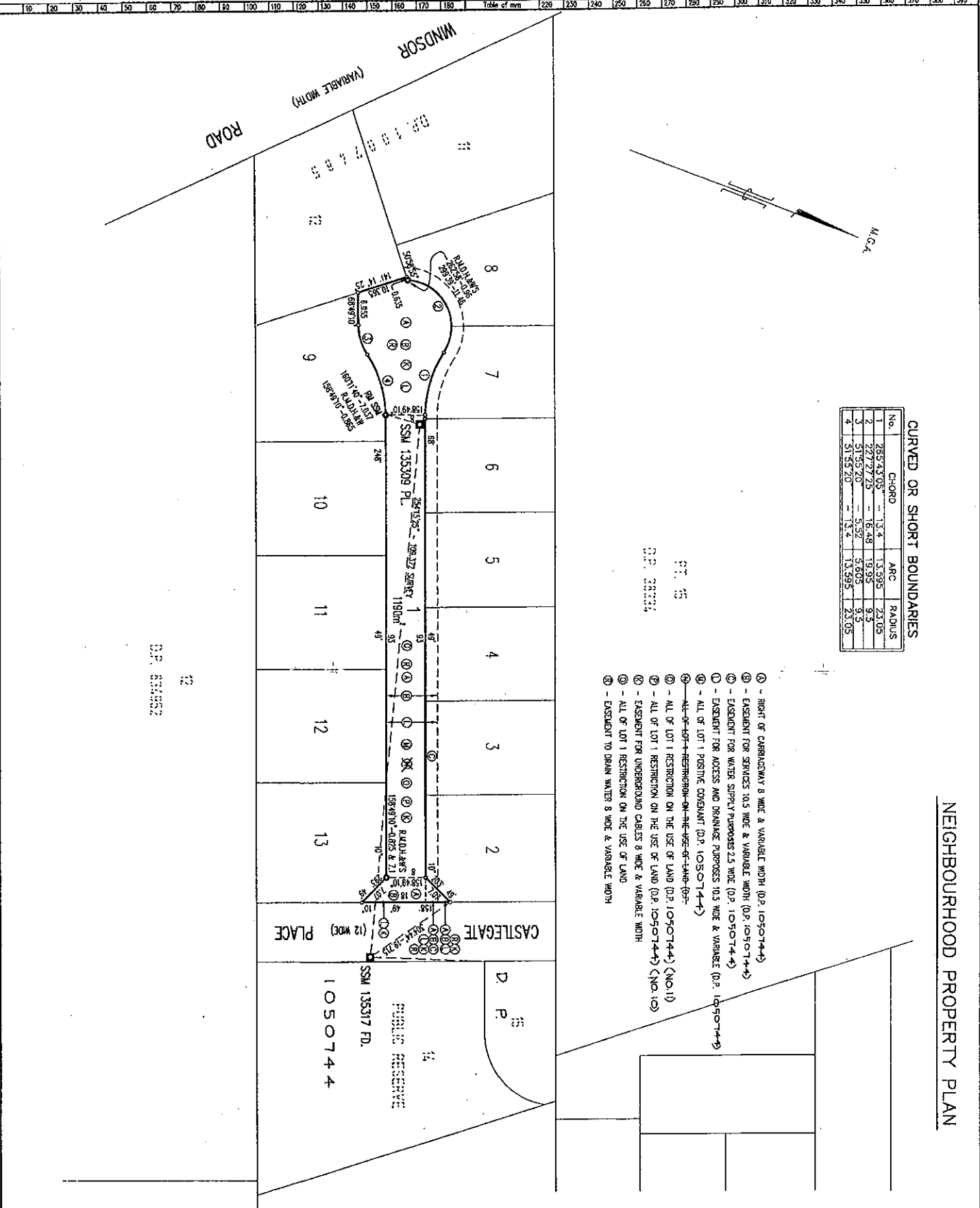
Authorised Person/General Manager/Registered Civil Engineer
 For use where given in instrument in any part on Plan Form 2

CURVED OR SHORT BOUNDARIES

No.	CHORD	ARC	RADIUS
1	285.43705	13.4	13.595
2	227.2725	18.48	19.95
3	51.9520	5.52	5.605
4	51.9520	13.4	13.595
			23.05

PT. 15
 O.P. 834352

- ① - RIGHT OF CARRIAGEWAY 8 WIDE & VARIABLE WIDTH (O.P. 1050744)
- ② - EASEMENT FOR SERVICES 10.5 WIDE & VARIABLE WIDTH (O.P. 1050744)
- ③ - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (O.P. 1050744)
- ④ - EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 10.3 WIDE & VARIABLE (O.P. 1050744)
- ⑤ - ALL OF LOT 1 POSITIVE COVENANT (O.P. 1050744)
- ⑥ - ~~ALL OF LOT 1 RESTRICTION ON THE USE OF LAND (O.P. 1050744)~~
- ⑦ - ALL OF LOT 1 RESTRICTION ON THE USE OF LAND (O.P. 1050744) (NO.11)
- ⑧ - ALL OF LOT 1 RESTRICTION ON THE USE OF LAND (O.P. 1050744) (NO.10)
- ⑨ - EASEMENT FOR UNDERGROUND CABLES 8 WIDE & VARIABLE WIDTH
- ⑩ - ALL OF LOT 1 RESTRICTION ON THE USE OF LAND
- ⑪ - EASEMENT TO DRAIN WATER 8 WIDE & VARIABLE WIDTH



Plan Drawing only to appear in this space

Reduction Ratio 1:500

SURVEYOR'S REFERENCE: 11625-2

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	10	
3	10	
4	10	
5	10	
6	10	
7	10	
8	10	
9	10	
10	10	
11	10	
12	10	
13	10	
TOTAL	120	

INITIAL SCHEDULE OF UNIT ENTITLEMENT

DP285783

Registered  88 30.6.2003

This is sheet 5 of my plan in 5 sheets dated 10.12.02

B. J. MULL
 Survey registered under Survey Act 1959

This is sheet 5 of the plan of 5 sheets covered by Subdivision Certificate No. 2816 of S.V. 2002B

[Signature]

Additional Fees/Amount/Amount/Amount/Amount
 For any other space is provided in my plan on Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS UNLIE TO BE ALIBED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED ON A RETAKENMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SA, SB, SC ETC. AS THE CIRCUMSTANCES REQUIRE

I, DAVID JOHN WALTER, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1959, CERTIFY THAT NO OBJECTION HAS BEEN MADE AND THAT THE UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS

Reduction Rule 1
 SURVEYOR'S REFERENCE: 11625-2

Plan Drawing only to appear in this space

DP 285783

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	30.6.2003	5	4

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED
(INCLUDING COVER SHEET)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 4 sheets)

DP285783

Plan of Subdivision of Lot 16 in DP 1050744
Covered by Subdivision Certificate
No ~~9816~~ Of ~~5:2:2003~~

Full name and address of
the proprietor of the land:

LOWERY HOLDINGS PTY. LIMITED
1 Heritage Court Castle Hill N.S.W. 2154

PART 1

1. Identity of Easement firstly referred to in the
abovementioned plan: Easement to Drain Water 1.5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lot or Authority benefited

8	Lot 11 in D.P. 1007485
7	8 and Lot 11 in D.P. 1007485
6	7,8 and Lot 11 in D.P. 1007485
5	6, 7, 8 and Lot 11 in D.P. 1007485
4	5, 6, 7, 8 and Lot 11 in D.P. 1007485
3	4, 5, 6, 7, 8 and Lot 11 in D.P. 1007485
2	3, 4, 5, 6, 7, 8 and Lot 11 in D.P. 1007485

2. Identity of Easement secondly referred to in
the abovementioned plan: Easement to Drain Water 8 wide and
Variable width.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lot or Authority benefited

1	Lot 12 in D.P. 1007485.
---	-------------------------

3. Identity of Easement thirdly referred to in the
abovementioned plan: Easement for Underground Cables 8 wide
and Variable width.

SCHEDULE OF LOTS, ETC. AFFECTED

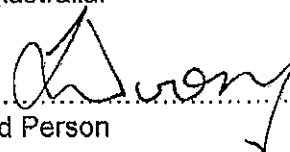
Lots Burdened

Lot or Authority benefited

1	Integral Energy Australia.
---	----------------------------

Approved by the Council of the Shire of Baulkham Hills

Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan of Subdivision of Lot 16 in DP 1050144
Covered by Subdivision Certificate
No ~~9816~~ Of 5.2.2003

DP285783

PART 1 (cont.)

4. Identity of Restriction fourthly referred to
in the abovementioned plan:

Restriction On The Use of Land.

SCHEDULE OF LOTS. ETC. AFFECTED

Lots Burdened

Lot or Authority benefited

Every Lot

Every other lot.

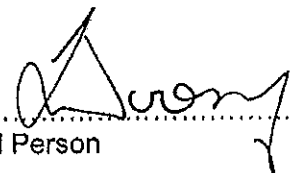
PART 2

TERMS OF EASEMENT FOR UNDERGROUND CABLES 8 WIDE AND VARIABLE WIDTH
THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

An Easement for Underground Cables, in the terms set out in Memorandum Number 3021851
filed in the Land and Property Information NSW are incorporated in this document.

Approved by the Council of the Shire of Baulkham Hills

Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan of Subdivision of Lot 16 in DP 1050744
Covered by Subdivision Certificate
No 9816 Of 5:2:2003

DP285783

PART 2 (cont.)

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

- A. No building shall be erected on the lot hereby burdened unless:
1. The external walls are predominantly constructed of brick or stone or have a rendered finish, or consist of such external cladding systems as the harditex Lightweight Cladding System provided same is installed to the manufacturer's recommendations and utilises approved coatings and applicators for so long as Risroc Pty Ltd remains the registered proprietor of any lot in the estate.
 2. The roof is of cement or terracotta tiles, slate or shingles.
 3. No driveways shall be constructed on any lot burdened of materials other than stenciled or patterned concrete or segmented pavers.
- B. No more than one dwelling shall be constructed on any lot burdened.
- C. No dwelling shall be constructed on any lot burdened having an overall living area measured to the external face of the building of less than 190 square metres (excluding garages, carport, verandahs and patios).
- D. No prefabricated carport or prefabricated or metal clad garage or any other garage or carport shall be constructed on any lot burdened unless it is of similar design, standard and finish to the dwelling created on the lot.
- E. No garage, carport, garden shed or other detached outbuilding or structure shall be constructed on any lot burdened prior to the construction of the dwelling on the lot.
- F. No motor lorry or motor omnibus shall be regularly parked on any Lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.
- G. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
- H. All boundary fencing constructed behind the building line shall be constructed of lapped treated pine palings with treated pine posts and three rail. All to be of a height of not less than 1.8 metres.
- I. Landscaping to areas of the property visible from the street are to be completed within 90 days of occupation of the completed dwelling.

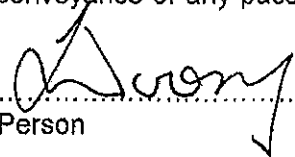
For the purpose of restrictions (F):

"Motor Lorry" means any motor vehicle which is constructed principally for the conveyancing of goods or merchandise or for the conveyance of any kind of materials used in any trade, business or industry, or for use in any work whatsoever other than the conveyance of persons.

"Motor Omnibus" means any motorcar fitted or equipped or constructed so as to seat more than 8 adult persons and in respect of which payment is received for the conveyance of any passengers along any public street.

Approved by the Council of the Shire of Baulkham Hills

Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 4 sheets)

Plan of Subdivision of Lot 16 in DP 1090744
Covered by Subdivision Certificate
No 9816..... Of 5:2:2003.....

DP285783

PART 2 (cont.)

NAME OF PERSON OR AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE THE
EASEMENTS FIRSTLY AND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Council of the Shire of Baulkham Hills.

THE NAME OF PERSON OR AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE
THE EASEMENTS THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Integral Energy Australia.

THE NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The aforementioned proprietor for such period as it is the Registered Proprietor of any of the lots
in the abovementioned plan or for the period of five years from the date of registration of the
abovementioned plan as a deposited plan whichever is the latter.

The Common Seal of
LOWERY HOLDINGS PTY. LIMITED)
Was hereunto affixed by)
Authority of the board in)
The presence of:)



[Handwritten Signature]
.....
Sole Director/Secretary

SIGNED in my presence for AMP FINANCE
LIMITED (ABN 62 002 812 704) by its Attorney
ENRICO DI SANTO
who is personally known to me and who holds
the position of
ADMINISTRATION MANAGER
AMP FINANCE LIMITED (ABN 62 002 812 704)
pursuant to the Power of Attorney dated
8th July 2002
Registered Book 4355 No. 322

[Handwritten Signature: Enrico Di Santo]

KEITH JAMES BARNETT
JUSTICE OF THE PEACE IN AND FOR
THE STATE OF NEW SOUTH WALES
Approved by the Council of the Shire of Baulkham Hills

[Handwritten Signature: Keith James Barnett]

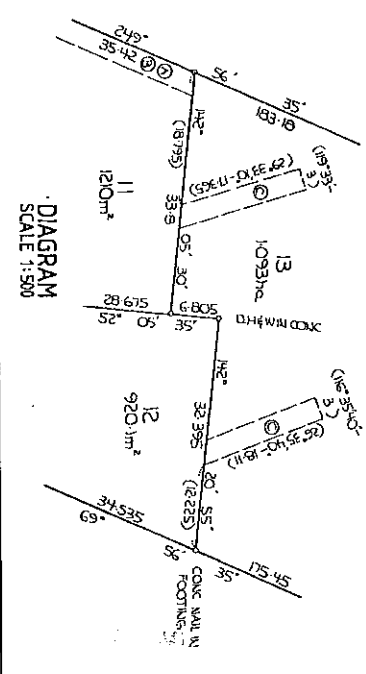
Authorised Person

[Handwritten Signature]



SPURIOUS, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage easements, easements on the use of land or positive easements.

John S. ERMINGHAM
 JOHN S. ERMINGHAM
 PLYMOUTH
 CIVIL ENGINEER

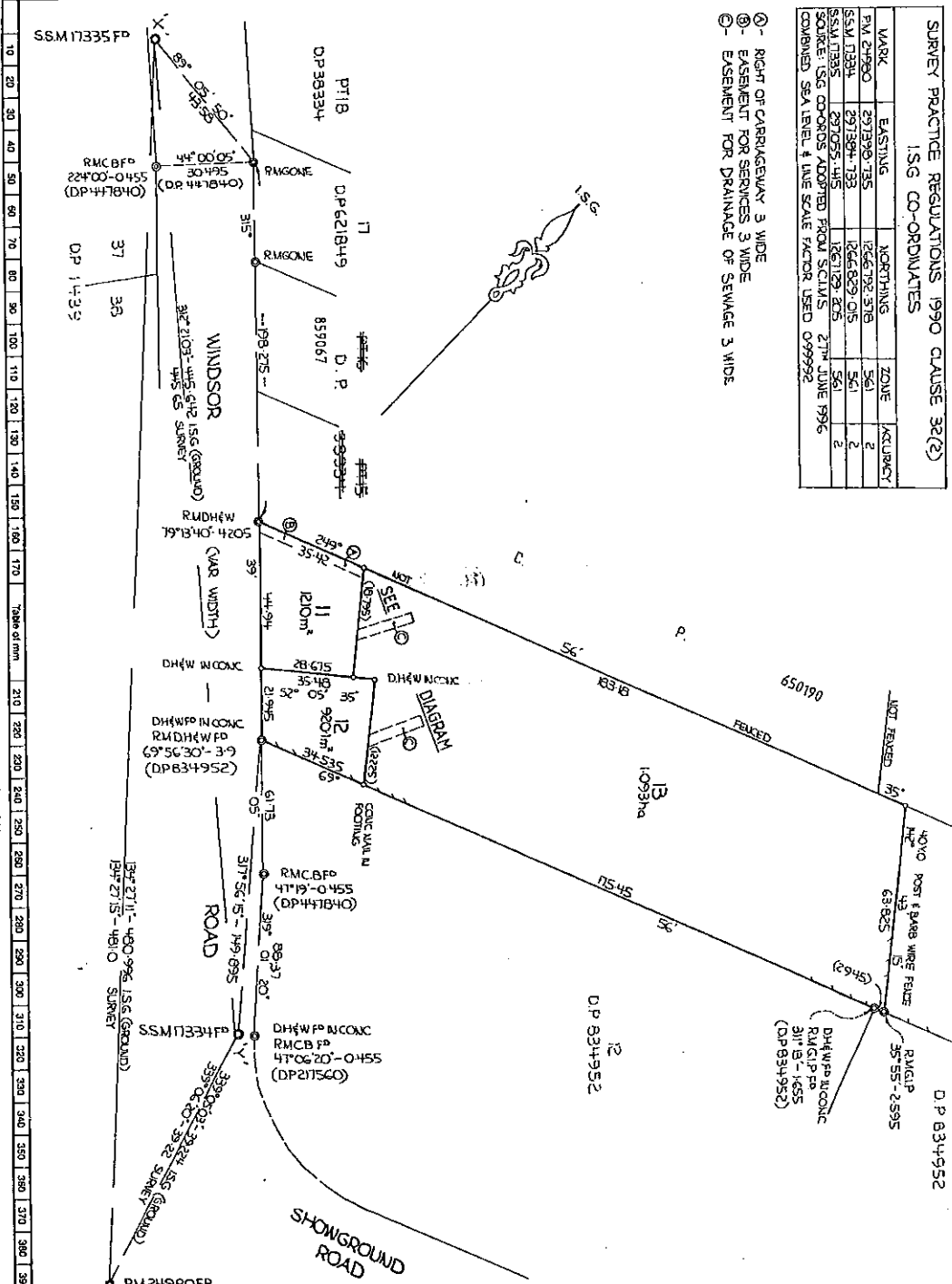


SURVEY PRACTICE REGULATIONS 1990 CLAUSE 32(2)
 1:50 CO-ORDINATES

MARK	EASTING	NORTHING	ZONE	ACCURACY
RM 21890	251290.735	1266799.376	561	2
SSM 17334	297389.732	1266829.015	561	2
SSM 17333	297029.449	1266799.203	561	2

SOURCE: US CONCORD ADAPTED FROM SCHEMATA 27TH JUNE 1996
 COMBINED SEA LEVEL & LINE SCALE FACTOR USED 0.99992

- ⊗ - RIGHT OF CARRIAGEWAY 3 WIDE
- ⊙ - EASEMENT FOR SERVICES 3 WIDE
- ⊖ - EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE



Ref:HAZ-MICK- /Stc:H

WARNING: CHEASING OR FOLDING WILL LEAD TO REFLECTION

DP1007485

Registered: 19.22.1999
 CA: SEE CERTIFICATE

The System: TORRENS
 Purpose: SUBDIVISION

Ref. Map: U9160-31
 Lot Plan: DP 612319

PLAN OF SUBDIVISION OF LOT 1
 N DP 612319

Lengths are in metres. Reduction Ratio 1:500

LSA BAULKHAM HILLS
 Locality: KELLYVILLE
 Parish: CASTLE HILL
 County: CUMBERLAND

This is the first of any plan in this District to be registered under the Survey Act 1923.

DAVID J. MILLER & ASSOCIATES 27/06
 111 ROKWOOD ROAD BLACKTOWN

a surveyor registered under the Survey Act 1923. I hereby certify that the survey referred to in this plan is correct, has been made in accordance with the Survey Act 1923, and was completed on 24th November 1999.

Zone SUBURBAN
 Signature: *David J. Miller*
 Date: 24/11/99

Plans used in preparation of survey:
 DP 612319
 DP 612319
 DP 612319
 DP 612319

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage easements, easements on the use of land or positive easements.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY 3 WIDE
2. EASEMENT FOR SERVICES 3 WIDE
3. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
4. RESTRICTION ON USE
5. RESTRICTION ON USE
6. RESTRICTION ON USE

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 3 sheets)

DP1007485

Plan of subdivision of Lot 1 in D.P. 612319
Covered by Council Certificate
No ...9035..... Of ...99.....

Full name and address of
the proprietor of the land:

John Earnings Pty Limited.
Mile End Road, Rouse Hill 2155
A.C.N.

PART 1

1. Identity of Easement firstly referred to in
abovementioned plan: **Right of Carriageway 3 wide..**

SCHEDULE OF LOTS. ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
11	13

2. Identity of Easement secondly referred to in
abovementioned plan: **Easement for Services 3 wide.**

SCHEDULE OF LOTS. ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
11	13

3. Identity of Easement thirdly referred to in
abovementioned plan: **Easement for Drainage of Sewage 3 wide.**

SCHEDULE OF LOTS. ETC. AFFECTED

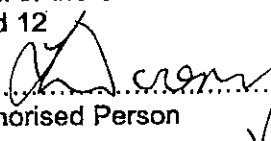
<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
13	11
13	12

4. Identity of Restriction On Use fourthly
referred to in abovementioned plan: **Restriction on Use.**

SCHEDULE OF LOTS. ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
13	The Council of the Shire of Baulkham Hills Lots 11 and 12

Approved by the Council of the Shire of Baulkham Hills.....


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

(Sheet 2 of 3 sheets)

DP1007485

Plan of subdivision of Lot 1 in D.P. 612319
Covered by Council Certificate
No ..9035..... Of99.....

PART 1

- | | |
|---|----------------------------|
| 5. <u>Identity of Restriction On Use fifthly referred to in abovementioned plan:</u> | Restriction on Use. |
|---|----------------------------|

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
Each Lot	The Council of the Shire of Baulkham Hills

- | | |
|---|----------------------------|
| 6. <u>Identity of Restriction On Use sixthly referred to in abovementioned plan:</u> | Restriction on Use. |
|---|----------------------------|

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
Each Lot	Every other Lot

PART 2

TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

A easement for Drainage of Sewage 3 metres wide within the meaning of Part 7 of Schedule 1 of the Conveyancing Act 1919 as amended, but such easement shall only exit until such time as Sydney Water's sewer system is available to Lots 11 and 12.

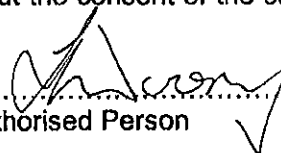
TERMS OF RESTRICTION ON USE FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No future subdivision or development shall be permitted on the lot burdened until such time as that lot is re subdivided with plan approved by the Council of the Shire of Baulkham Hills together with alternate dedicated public road access being provided to lots 11 and 12 and service facilities also being supplied.

TERMS OF RESTRICTION ON USE FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Upon a re subdivision of Lot 13 with alternate road access being available to the burdened lots, access to Windsor Road will be denied and no lot shall be used nor shall any part thereof be used as a means of access or route to or from and part of Windsor Road and no owner of such a lot shall pass or repass nor shall that owner permit or authorise any of his employees visitors or authorised persons to pass or repass on foot or by vehicle or otherwise across the boundary between Windsor Road and those lots 11, 12 and 13 without the consent of the said Council at its absolute discretion.

Approved by the Council of the Shire of Baulkham Hills.....
Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

(Sheet 3 of 3 sheets)

DP1007485

Plan of subdivision of Lot 1 in D.P. 612319
Covered by Council Certificate
No .9035..... Of99.....

PART 2

TERMS OF RESTRICTION ON USE SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

NAMES OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT
FIRSTLY, SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the Shire of Baulkham Hills.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION ON USE FOURTHLY AND FIFTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

The Council of the Shire of Baulkham Hills.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION ON USE FOURTHLY AND FIFTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

The aforementioned proprietor for such period as it is the Registered Proprietor of any of the lots in the abovementioned plan or for the period of five years from the date of registration of the abovementioned plan as a deposited plan whichever is the latter.

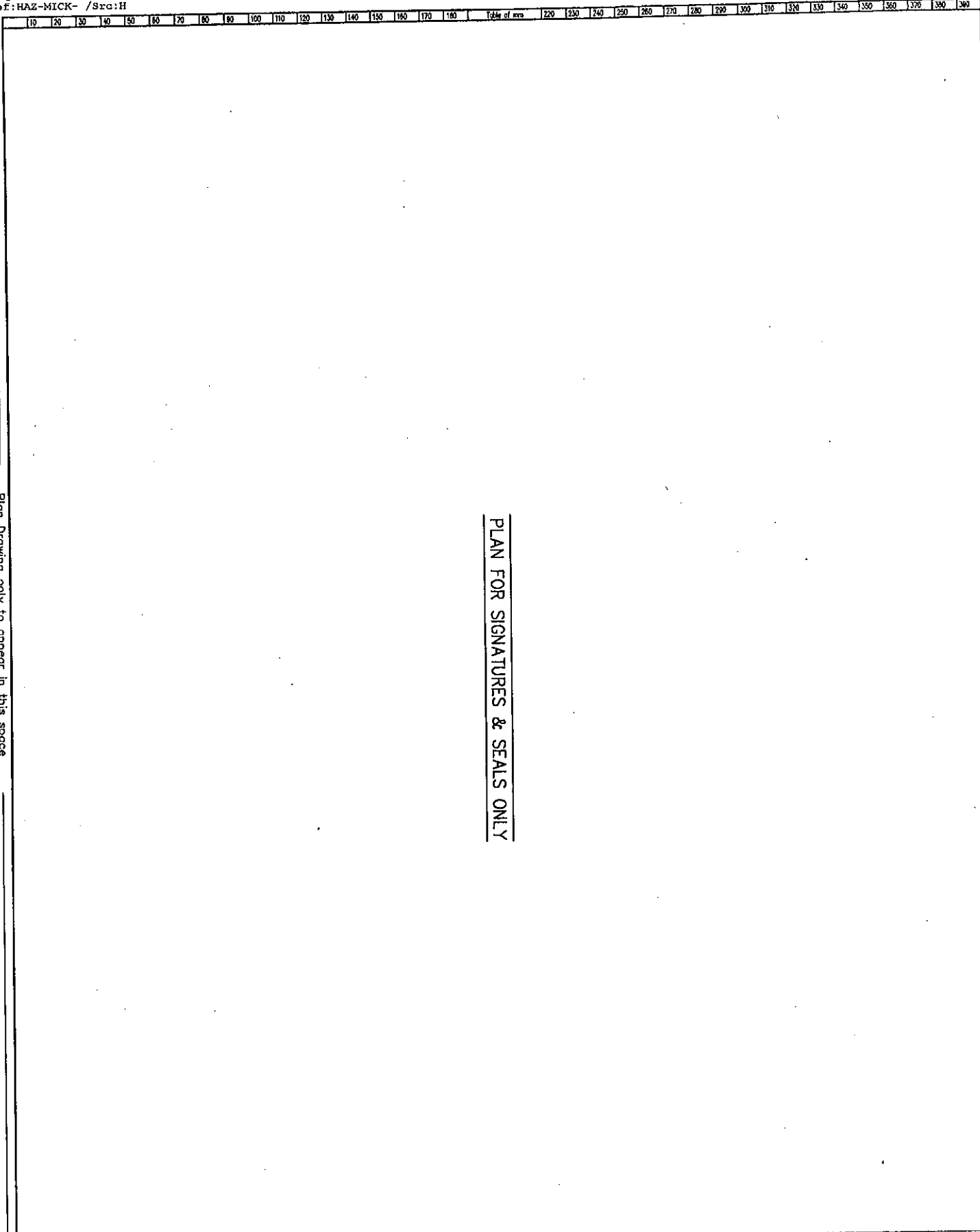
The Common Seal of)
John Earnings Pty Limited)
was hereunto affixed by)
the presence of:)



[Signature]
.....
Director/Secretary

Approved by the Council of the Shire of Baulkham Hills.....
Authorized Person *[Signature]*





Plan Drawing only to appear in this space

PLAN FOR SIGNATURES & SEALS ONLY

DP1050744

Registered  27-6-2003

This is sheet 3 of my plan in 3 sheets dated 5-12-2002

S. J. Miller
 Surveyor/Registered Surveyor Act 1929
 This is sheet 3 of the plan of covered by Subdivision Certificate No. of

Authorized Person/Registered Surveyor/Registered Civilian
 For use where space is insufficient to sign print on Form 2

I certify that the applicant, with whom I am primarily concerned or as to whom I am otherwise entitled, signed the application in my presence.
 Signature of Witness: *[Signature]*
 Name of Witness: *[Name]*
 Office of the Registrar of Deeds, Victoria
 Date: *[Date]*

RAMS MORTGAGE CORPORATION LIMITED
 (A.C.N. 095 912 000) by its authorized signatory
[Signature]
 Director

Reduction Ratio 1:

SURVEYOR'S REFERENCE: 11625/1

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of ¹⁰ sheets)

DP1050744

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No ~~9829~~ Of **7.3.2003**

Full name and address of
the proprietor of the land:

LOWERY HOLDINGS PTY. LIMITED
1 Heritage Court Castle Hill N.S.W. 2154
RISROC PTY. LIMITED
1 Heritage Court Castle Hill NSW 2154
PART 1

**1. Identity of Easement firstly referred to in the
abovementioned plan:**

**Right of Carriageway 8 wide and Variable
width.**

SCHEDULE OF LOTS. ETC. AFFECTED

Lots Burdened

Lot or Authority benefited

16

Lot 11 and Lot 12 in D.P. 1007485.

**2. Identity of Easement secondly referred to in
the abovementioned plan:**

**Easement for Services 10.5 wide and
Variable width.**

SCHEDULE OF LOTS. ETC. AFFECTED

Lots Burdened

Lot or Authority benefited

16

Lot 11 and Lot 12 in D.P. 1007485.

**3. Identity of Easement thirdly referred to in the
abovementioned plan:**

**Easement for Water Supply Purposes 2.5
wide.**

SCHEDULE OF LOTS. ETC. AFFECTED

Lots Burdened

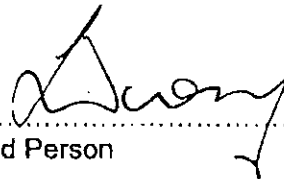
Lot or Authority benefited

16

Sydney Water Corporation.

Approved by the Council of the Shire of Baulkham Hills


.....
Authorised Person



kw

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of ¹⁰~~9~~ sheets) 

DP1050744

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No ~~9829~~ Of ~~7-3-2003~~

PART 1 (cont.)

4. Identity of Easement fourthly referred to in the abovementioned plan: Easement for Padmount Substation 3.25 wide.

SCHEDULE OF LOTS. ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
14	Integral Energy Australia

5. Identity of Easement fifthly referred to in the abovementioned plan: Easement for Underground Cables 1 wide.

SCHEDULE OF LOTS. ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
15	Integral Energy Australia

6. Identity of Easement sixthly referred to in the abovementioned plan: Right of Carriageway 6 wide.

SCHEDULE OF LOTS. ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
16	Lot 11 in D.P. 1007485

7. Identity of Easement seventhly referred to in the abovementioned plan: Easement for Services 6 wide.

SCHEDULE OF LOTS. ETC. AFFECTED


<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
16	Lot 11 in D.P. 1007485

Approved by the Council of the Shire of Baulkham Hills 
Authorised Person

Kut

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of ¹⁰~~9~~ sheets) 

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No ~~9829~~ Of ~~7-3-2003~~

DP1050744

PART 1 (cont.)

8. Identity of Easement eighthly referred to in the abovementioned plan: **Easement for Access and Drainage Purposes 10.5 wide and variable width.**

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
16	Sydney Water Corporation.

9. Identity of Positive Covenant ninthly referred to in the abovementioned plan: **Positive Covenant.**

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
16	Sydney Water Corporation.

10. Identity of Restriction tenthly referred to in the abovementioned plan: **Restriction On The Use Of Land.**

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
16	The Council of the Shire of Baulkham Hills.

11. Identity of Restriction eleventhly referred to in the abovementioned plan: **Restriction On The Use Of Land.**

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
16	The Council of the Shire of Baulkham Hills.

Approved by the Council of the Shire of Baulkham Hills 
Authorised Person

KW.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of ¹⁰~~8~~ sheets)

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No ~~9829~~ Of ~~7.3.2003~~

DP1050744

PART 1 (cont.)

12. Identity of Restriction twelfthly referred to **Restriction On The Use Of Land.
in the abovementioned plan:**

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
14	Integral Energy Australia

PART 1A

1. Identity of Easement to be released firstly **Right of Carriageway 3 wide.
referred to in the abovementioned plan: (D.P. 1007485)**

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
Lot 11 in DP 1007485	Lot 13 in DP 1007485

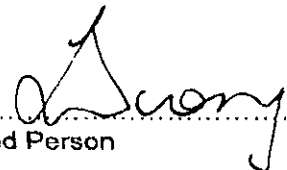
2. Identity of Easement to be released **Easement for Services 3 wide.
secondly referred to in the abovementioned (D.P. 1007485)
plan:**

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lot or Authority benefited</u>
Lot 11 in DP 1007485	Lot 13 in DP 1007485

Approved by the Council of the Shire of Baulkham Hills

.....
Authorised Person



kw.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of ¹⁰ sheets)

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No 9829 Of 7.3.2003

DP1050744

PART 1A (cont.)

3. Identity of Easement to be released
thirdly referred to in the abovementioned
plan:

**Easement for Drainage of Sewage 3 wide.
(D.P. 1007485)**

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lot 13 in DP 1007485

Lot or Authority benefited

Lot 11 and 12 in DP 1007485

PART 2

TERMS OF EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE THIRDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN.

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum Number 5736755 filed in the Land Titles Office.

The terms of easement, are to be read in conjunction with the terms, of the Easement for Access and Drainage Purposes and the Positive Covenant Eighthly and Ninthly referred to in the plan.

TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 3.25 WIDE FOURTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN.

An Easement for Padmount Substation, in the terms set out in Memorandum Number 3021852 filed in the Land and Property Information NSW are incorporated in this document.

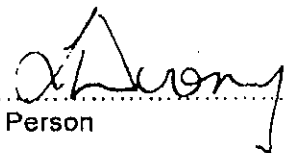
The terms of easement, are to be read in conjunction with the terms, of the Restriction on the Use of the Land twelfthly referred to in the plan.

TERMS OF EASEMENT FOR UNDERGROUND CABLES 1 WIDE FIFTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN.

An Easement for Underground Cables, in the terms set out in Memorandum Number 3021851 filed in the Land and Property Information NSW are incorporated in this document.


Approved by the Council of the Shire of Baulkham Hills

Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 6 of ¹⁰~~8~~ sheets) 

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No 9829 Of 7.3.2003

DP1050744

PART 2 (cont.)

**TERMS OF EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 10.5 WIDE AND
VARIABLE WIDTH EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum Number 5736755 filed in the Land Titles Office.

The terms of easement, are to be read in conjunction with the terms, of the Easement for Water Supply Purposes and the Positive Covenant Thirdly and Ninthly referred to in the plan.

**TERMS OF POSITIVE COVENANT NINETHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.**

A Positive Covenant in the terms set out in Part 3 of Memorandum Number 5736755 filed in the Land Titles Office.

The terms of positive covenant, are to be read in conjunction with the terms, of the Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes Thirdly and Eighthly referred to in the plan.

TERMS OF RESTRICTION TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

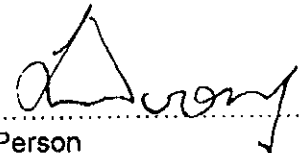
No earthworks shall be permitted to take place to the existing natural surface of the lots hereby burdened that result in fill operations greater than 600mm to the existing natural surface level, without the prior consent in writing from the Council of The Shire of Baulkham Hills.

TERMS OF RESTRICTION ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No building shall be erected or permitted to remain on the lots hereby burdened with a grade 6% or greater unless such building is of split level design with a ground floor level no greater than 1.0 metre above the existing ground level at any one point with particular regard to the topography of the lot.

Approved by the Council of the Shire of Baulkham Hills

.....
Authorised Person



kw

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 7 of ¹⁰ sheets) X

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No 9829 Of 7.3.2003

DP1050744

PART 2 (cont.)

TERMS OF RESTRICTION TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. No building shall be erected or permitted to remain within the restriction site unless the building satisfies the building code of Australia in relation to minimum fire resistance.
2. No metal clad buildings shall be erected or permitted to remain within the restriction site.
3. No metallic fencing shall be erected or permitted to remain within the restriction site, unless the fence panels are insulated from the fence posts and from the ground.

For the purpose the restriction twelfthly referred to:

"Authority benefited" means Integral Energy Australia (and its successors).

"restriction site" means that part of the lot burdened subject to the restriction on the use of the land.

The terms of restriction, are to be read in conjunction with the terms, of the Easement for Padmount Substation Fourthly referred to in the plan.

NAME OF PERSON OR AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE THE EASEMENTS FIRSTLY, SECONDLY, SIXTHLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Council of the Shire of Baulkham Hills.

THE NAME OF PERSON OR AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE THE EASEMENT THIRDLY AND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Sydney Water Corporation.

THE NAME OF PERSON OR AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE THE EASEMENTS FOURTHLY AND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

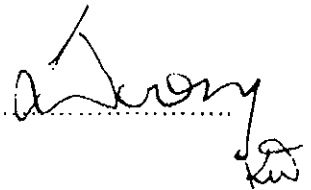
Integral Energy Australia.

THE NAME OF PERSON OR AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE VARY OR MODIFY THE POSITIVE COVENANT NINETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Sydney Water Corporation.

Approved by the Council of the Shire of Baulkham Hills

Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 8 of ¹⁰ sheets)

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No 9829 Of 7.3.2003

DP1050744

PART 2 (cont.)

THE NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE RESTRICTIONS TENTHLY AND ELEVENTHLY REFERRED TO IN THE
ABOVMENTIONED PLAN.

The Council of Shire of Baulkham Hills.

THE NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
THE RESTRICTIONS TWELFTHLY REFERRED TO IN THE ABOVMENTIONED PLAN.

Integral Energy Australia.

The Common Seal of
LOWERY HOLDINGS PTY. LIMITED
Was hereunto affixed by
Authority of the board in
The presence of:



[Signature]
Sole Director/Secretary

The Common Seal of RISROC PTY.
LIMITED was hereunto affixed by
Authority of the Board in the
presence of:



[Signature]
Sole Director/Secretary

Signed for Sydney Water Corporation by it's Attorneys

WARREN FREDERICK WATKINS

JEFFREY FRANCIS COLENZO

who hereby state at the time of executing this instrument have no notice of the revocation of the
Power of Attorney Registered No. 687 Book 1296 under the authority of which this instrument
has been executed

[Signature]
Attorney

[Signature]
Attorney

[Signature]
Signature of Witness

KENNETH JOHN WHITE
Name of Witness

C/- SYDNEY WATER 115-123 BATHURST STREET, SYDNEY
Address of Witness

Approved by the Council of the Shire of Baulkham Hills *[Signature]*
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

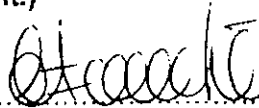
(Sheet 9 of ¹⁰ sheets)

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No. 9829 Of 7.3.2003

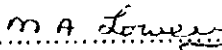
DP1050744

PART 2 (cont.)

Signed in my presence by the said:
Anna Fouche who is
personally known to me:

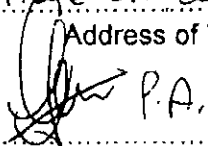



Anna Fouche


Signature of Witness

2 Heritage Cr Castle Hill
Address of Witness

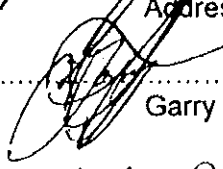
Signed in my presence by the said:
Luke Fouche, who is
personally known to me:


Luke Fouche by his attorney
Margaret Fouche pursuant to Power
of Attorney BK3828 No 128

 Margaret Ann Lowery
Signature of Witness

2 HERITAGE CR, CASTLE HILL
Address of Witness

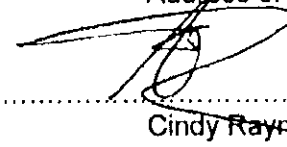
Signed in my presence by the said:
Garry Brian Rayner who is
personally known to me:


Garry Brian Rayner


Signature of Witness

60^A WINDSOR RD, CASTLE HILL
Address of Witness


Signed in my presence by the said:
Cindy Rayner who is
personally known to me:

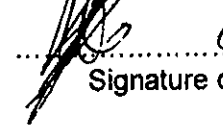

Cindy Rayner

 Garry Brian Rayner
Signature of Witness

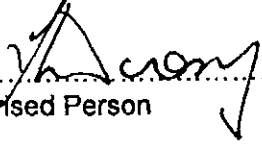
60^A WINDSOR RD, CASTLE HILL
Address of Witness

Signed in my presence by the said:
Geoffrey Brian Rayner who is
personally known to me:

X 
Geoffrey Brian Rayner

 Garry Brian Rayner
Signature of Witness

60^A WINDSOR RD, CASTLE HILL
Address of Witness

Approved by the Council of the Shire of Baulkham Hills 
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 10 of 10 sheets)

Plan of Subdivision of Lot 13 in DP 1007485
Lots 116 and 117 in DP 1040983
Covered by Subdivision Certificate
No. 9829 Of 7.3.2003

DP1050744

SIGNED in my presence for AMP FINANCE
LIMITED (ABN 62 002 812 704) by its Attorney
ENRICO DI SANTO
who is personally known to me and who holds
the position of
ADMINISTRATION MANAGER
AMP FINANCE LIMITED (ABN 62 002 812 704)
pursuant to the Power of Attorney dated
8th July 2002
Registered Book 4355 No. 322



WITNESS
Alejandra Brito



Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:

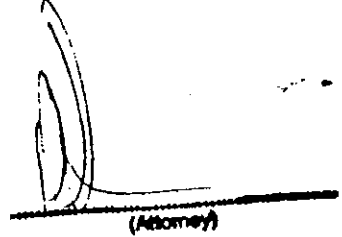


Power of Attorney registered at Land
and Property Information NSW
Book 4028 No. 012

I certify that the above is a true and correct copy of the original Power of Attorney as registered at Land and Property Information NSW.

Signed: MARK HANSEN
25 PIERSON ST SOLICITORS,
132555

FAIRFAX MORTGAGE CORPORATION LIMITED
(U.C.N. 065 912 932) by its attorney...
...under Power of Attorney...
...who hereby states they have no
notice of the revocation of the said Power of
Attorney in the presence of:


(Attorney)
(Witness)

Approved by the Council of the Shire of Baulkham Hills
.....
Authorised Person

REGISTERED
27.6.2003



PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **135858**
Reference: 2506022:282708
Issue Date: 5 June 2025
Receipt No: 7867334

ADDRESS: 4 Peppertree Place, CASTLE HILL NSW 2154
DESCRIPTION: Lot 12 DP 285783

The land is zoned:

Zone R2 Low Density Residential

The following prescribed matters apply to the land to which this certificate relates:

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 10.7(2) OF THE ABOVE ACT.

1 Names of relevant planning instruments and development control plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Local Environmental Plans

The Hills Local Environmental Plan 2019

State Environmental Planning Policies

SEPP (Biodiversity and Conservation) 2021 – including but not limited to
Chapter 2 Vegetation in non rural areas
Chapter 6 Water Catchments

SEPP (Resilience and Hazards) 2021 – including but not limited to

Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

SEPP (Industry and Employment) 2021 – Including but not limited to
Chapter 3 Advertising and signage

SEPP No.65 - Design Quality Of Residential Apartment Development

SEPP (Precincts-Central River City) 2021 – Including but not limited to
Chapter 2 State significant precincts

SEPP (Resources and Energy) 2021 – including but not limited to
Chapter 2 Mining, petroleum production and extractive industries
Chapter 3 Extractive industries in Sydney area

SEPP (Transport and Infrastructure) 2021 – including but not limited to
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Planning Systems) 2021 – including but not limited to
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

SEPP (Primary Production) 2021 – including but not limited to
Chapter 2 Primary production and rural development

SEPP (Precincts – Western Parkland City) 2021 – Including but not limited to

Chapter 4 Western Sydney Aerotropolis

SEPP (Housing) 2021

SEPP (Sustainable Buildings) 2022

Development Control Plans

The Hills Development Control Plan 2012

Note: the land is within The Hills Development Control Plan 2012 Part D map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Proposed Local Environmental Plans

No Proposed Local Environmental Plans apply to this land.

Proposed State Environmental Planning Policies

No Proposed State Environmental Planning Policies apply to the land.

Listing of proposed State Environmental Planning Instruments is dependent on advice being provided to Council of community consultation or public exhibition by the relevant public authorities. Refer [Plans and Policies | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](http://Plans and Policies | Planning Portal - Department of Planning and Environment (nsw.gov.au))

Proposed Development Control Plans

No Proposed Development Control Plans apply to the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

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

The Hills Local Environmental Plan 2019 identifies the land to be:

Zone R2 Low Density Residential

- (b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Refer Attachment 2(b)

- (c) whether additional permitted uses apply to the land,

NO

- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

(f) whether the land is in a conservation area, however described,

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

(g) whether an item of environmental heritage, however described, is located on the land.

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

3 Contributions

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

**08A-08D - KELLYVILLE/ROUSE HILL
THE HILLS SECTION 7.12**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

(a) the name of the region, and

The Greater Sydney Region

(b) the name of the Ministerial planning order in which the region is identified.

**Environmental Planning and Assessment (Housing and Productivity Contribution)
Order 2024**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

NO

(4) In this section— **continued 7.23 determination** means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code

Complying Development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may be** carried out on the land.

Housing Alterations Code and General Development Code

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code **may be** carried out on the land.

Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes

Complying Development under the Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note 1: Some specific land exemptions in cl.1.19 of the Codes SEPP may apply only to part of a lot, please refer the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), for further information.

Note 2: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - www.thehills.nsw.gov.au
State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

5 Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and](#)

[Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development may be carried out on the land. Please refer to [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) for relevant requirements and development standards for specified development.

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land,

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with,

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section—

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

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

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy?

NO

Any proposed State Environmental Planning Policy?

NO

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

(a) the [Roads Act 1993](#), Part 3, Division 2, or

NO

(b) an environmental planning instrument, or

NO

(c) a resolution of the council.

NO

9 Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

NO

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

NO

(3) In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

The land is affected by the following policies on hazard restrictions:

i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

b) By The Hills Local Environmental Plan 2019 local provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

c) By The Hills Development Control Plan 2012 provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

ii. Bushfire

YES

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Hills Development Control Plan 2012 may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(1) of this certificate for the applicable Development Control Plan.

iii. Tidal Inundation

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by tidal inundation.

iv. Subsidence

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by subsidence.

v. Acid sulfate soils

NO

vi. Contamination

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.

vii. Aircraft noise

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by aircraft noise.

viii. Salinity

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by salinity.

ix. Coastal hazards

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by coastal hazards.

x. Sea level rise

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by sea level rise.

xi. Any other risk, other than flooding

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by any other risk, other than flooding.

11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

NO

None of the land is bushfire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at www.fairtrading.nsw.gov.au to confirm that the land is not listed on this register.

Note: There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

NO

14 Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property vegetation plans

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

NO

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the [Biodiversity Conservation Act 2016](#), Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

NO

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

17 Biodiversity certified land

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

NO

Note—

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

18 Orders under [Trees \(Disputes Between Neighbours\) Act 2006](#)

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

NO

19 Annual charges under [Local Government Act 1993](#) for coastal protection services that relate to existing coastal protection works

- (1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

NO

- (2) In this section—

existing coastal protection works has the same meaning as in the [Local Government Act 1993](#), section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20 Western Sydney Aerotropolis

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

NO

(b) shown on the [Lighting Intensity and Wind Shear Map](#), or

NO

(c) shown on the [Obstacle Limitation Surface Map](#), or

NO

(d) in the “public safety area” on the [Public Safety Area Map](#), or

NO

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

NO

21 Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

NO

22 Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

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

NO

(2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).

NO

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

NO

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

Clause 59(2) Contaminated Land Management Act 1997

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

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

NO

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

NO

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

NO

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

NO

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

NO

Note—

Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

ATTACHMENT 2(b)
Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing low density residential character of the area.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

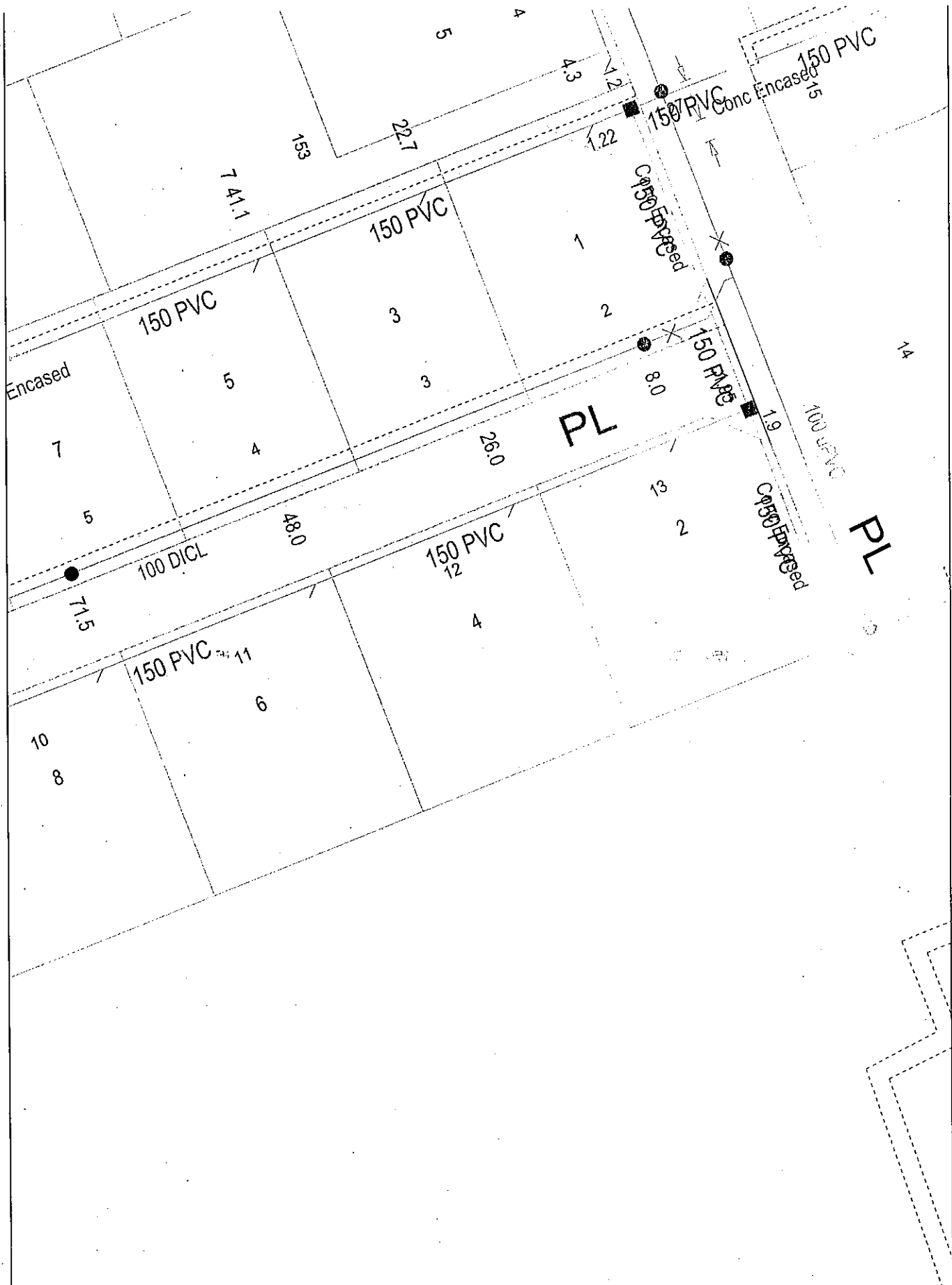
Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Tank-based aquaculture; Any other development not specified in item 2 and 4


4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

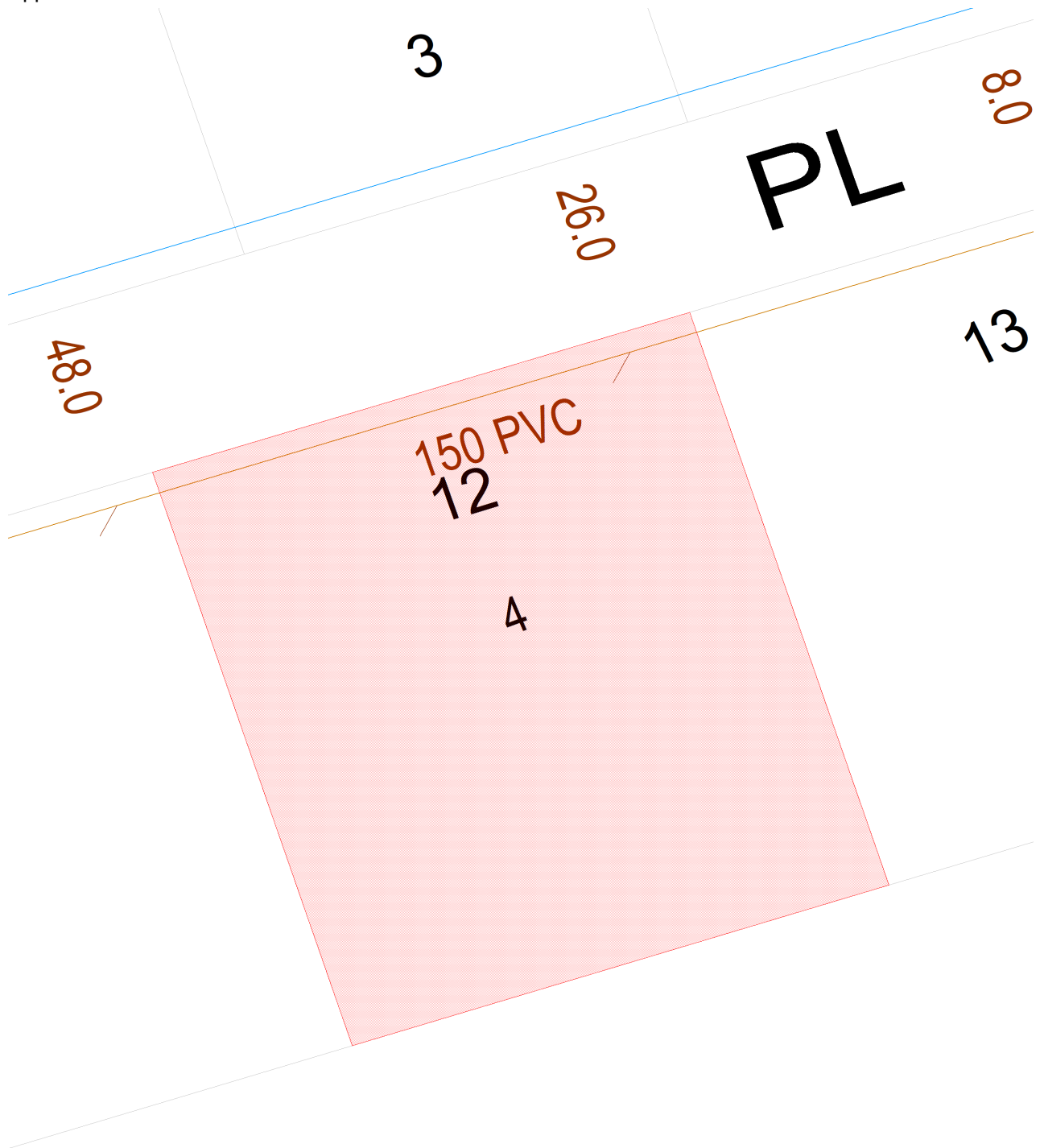
NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

NOTE: Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.



<p>application 9225099 your ref 0 no diagram available Produced By: Ruth Kunde Date: 04/09/2015</p>	<p>Suburb: CASTLE HILL Map:150 Grid:F11 Edition:Sydney UBD Edition 41 CMA Sheet: 9160-31-14 MGA Zone 56 (M) Central Co-ord: 312190 6266605</p>	<p>Scale 1:500 Copyright Reserved Sydney Water 2015 No warranty is given that this is complete or accurate. SYDNEY WATER CORPORATION</p>	<p> Page</p>
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Service Location Print
Application Number: 2162062



Document generated at 18-06-2025 12:54:18 AM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer service diagram application



No diagrams available for:



4 Peppertree Pl, Castle Hill 2154

Our system shows there may not be a sewer service diagram available for this property. You may continue with this application and we will search our records for any available diagrams.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	01384e28
Property Address:	4 PEPPERTREE PLACE CASTLE HILL
Date of Registration:	09 December 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	01384e28
Property Address:	4 PEPPERTREE PLACE CASTLE HILL
Expiry Date:	14 June 2028
Issuing Authority:	NABIL JOSEPH BALADI - Registered Certifier - bdc04830

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

From *Purchasers Solicitor*

To *Vendors Solicitor*

Date:

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From.....

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
<p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26. If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
<p>produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>32. In the case of Old System Title land:-</p> <p>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.</p> <p>(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement.</p> <p>(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.</p> <p>(d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.</p>	
<p>33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.</p>	
<p>34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Written evidence should be provided at settlement of its non-revocation.</p>	
<p>35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>36. Satisfactory evidence must be produced before completion that any:-</p> <p>(a) improvements erected over the sewer, and/or</p> <p>(b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.</p>	
<p>37. Is there any encroachment:-</p> <p>(a) onto any adjoining land by any improvements erected on the subject land?</p> <p>(b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.</p>	
<p>38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.</p>	
<p>39. The Vendor must comply with Clause 4.2.</p>	
<p>40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.</p>	
<p>41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.</p>	

DISCLAIMER

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Solicitor for Vendor