

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent Stone Real Estate T: 9427 7466
144 Longueville Road

Vendor Lane Cove Ref: Kevin
MAHADEVA SAYANTHAN and MYTHILI SAYANTHAN

Vendor's Solicitor Jeya Solicitors Phone: 8721 6962
PO Box 4150 Fax : 8721 6972
Strathfield South NSW 2136 Ref : Jeya

Completion date 42nd day (clause 15)

Land 47 Hull Road, Beecroft
(Address, plan details Lot 23 DP 1075572 Folio: 23/1075572
and title reference)

- VACANT POSSESSION subject to existing tenancies
- Improvements HOUSE garage carport home unit carspace none
- other:
- Attached copies Documents in the List of Documents as marked or as numbered:
- 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 blinds curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 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)

Vendor

Witness

GST AMOUNT (optional)
The price includes
GST of:

Purchaser

- JOINT TENANTS tenants in common in unequal shares

Witness

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

- Vendor duty is payable NO yes in full yes to an extent
- Deposit can be used to pay vendor duty NO yes
- 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 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS –

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 that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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 drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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.

8 Vendor's right to rescind

- The vendor can *rescind* if -
- 8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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 or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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

15 Completion date

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
- 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 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* includes 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 page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- '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;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the *property*' includes any interest in common property for the scheme associated with the lot;
- '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
- 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

SPECIAL CONDITIONS (Pages 1-5)

1. The purchaser acknowledges that he/she relies on the terms and conditions stated in this contract and not on other verbal or any other letters documents or correspondence or arrangements. In the event of there being any discrepancies between the printed conditions herein and the Special Conditions, the Special Conditions shall prevail.

2. The purchaser accepts the property and everything standing thereon, including but not limiting to the inclusions, locks and keys, as are available and seen by the purchaser as at the date hereof in its present condition and state of repair and shall raise no objection or requisition nor make any claims for compensation in this regard.

3. Purchaser acknowledges and warrants that he/she has not been introduced to the property or to the vendor through any Agent in respect of the sale hereby made other than the vendor's Agent named herein, if any, and the purchaser shall indemnify and keep indemnified the vendor against all claims by any Estate Agent claiming commission on the sale of the subject property to the purchaser excepting the Estate Agent named herein. This clause shall not merge on completion

4. No objection requisition or claim for compensation shall be made by the purchaser with respect to or arising out of the suitability or the location or situation whatsoever of the property for any particular purpose.

5. Should the completion not take place in terms of this contract, it is mutually agreed between the parties that 14 days shall be sufficient and reasonable Notice to Complete and for the purposes of making time of the essence of this contract. The party on whom such notice is served shall not be entitled to object to the sufficiency or adequacy of Notice.

6. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendors at law or in equity had this clause not been included herein should the purchaser (and if more than one then either or both or any of them) prior to completion:

(I) die or become mentally ill then the vendors may rescind the within contract by notice in writing forwarded to the Solicitor named as the purchaser's in this contract thereupon the within contracts shall be at an end the provisions of clauses 19 hereof shall apply.

OR

(II) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolved to go into liquidation or have a petition for the winding up of the purchaser presented or has a manager appointed in respect of the purchaser under the companies (NSW) code or any other law then the purchaser shall be deemed to be default hereunder.

7. The property is sold and the Purchaser shall take title subject to all matters including rights of way, covenants and easements noted in the relevant Certificate of Title and the Purchaser shall make no requisition, objection or claim for compensation in respect of the same and notwithstanding that the same are not noted herein.

8. The Purchaser shall take title subject to the existing water, sewerage, gas, electric installations and services, if any, and no objection shall be taken and no requisition made by the Purchaser in respect of such installations and service on the ground that any connections are made through other properties and that no right or easement in respect of such installations and services exist or that any such rights or easements cannot be obtained or in respect of any defects in such installations and services or on the ground that any water sewerage main or any underground or surface storm water drain or any gas or electric light installation or any service pass through over or under the subject property.

9. No objection or claim for compensation shall be made by the purchaser if it should be found that:

(a) there is any encroachment by or upon the property

(b) there are any sewers, drains, pipes (including mains or pipes of any water sewerage or drainage authority), cables, wires or other installations or any other facility which are on or pass through or over the property or which are used in common with adjoining property or pass through any other land or that there is any easement or right attaching to such installation and affecting the property

(c) any boundary of the property is not fenced or that any boundary fence or wall shall not be upon or within this boundary.

10. The purchaser shall make no objection requisition or claim for compensation of any kind in respect of the position of any improvements erected upon the property or in respect of whether such improvements do not comply with the provisions of the Local Government Act, or any ordinance or Regulation made thereunder by any competent authority or that any improvements shall not stand on or within the boundaries of the property or that there is any encroachment or overhang by or upon the property.

11. In the event of the vendors being ready, willing and able to complete this contract and the purchaser being not ready, willing and able to complete this contract, the purchaser shall pay to the vendor interest at rate of 10% per cent per annum on the balance of the sale price from the expiration of the date stated in this contract to the date of completion together with a further sum of \$330.00 being the costs and expenses of issuing Notice on the purchaser. These payments are essential to this contract and the same are adjusted at settlement.

12. The purchasers warrant:

(a)

(I) That each of the purchasers is ordinarily resident in Australia within the meaning of Foreign Takeover Act 1975;

(II) That the provision of the Foreign Takeover Act requiring the obtaining of consent to this transaction do not apply to the purchasers and to this purchase.

(b) In the event of there being a breach of this warranty whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal cost or any expenses which may be incurred by the vendors as a consequence thereof.

(c) This warranty and indemnity shall not merge on completion.

13. At the exchange of this contract the vendor will require a duly executed certificate under section 66w of the Conveyancing Act 1919 from the purchaser's solicitor.

14. The subject land is hereby sold by the vendor and purchased by the purchaser on the basis that it is within an area upon which single dwelling residential development is permitted with consent of the local council. Should it be established at date of contract that the land is not so zoned by the said council as being within an area permitted permitting development as aforesaid or that consent to erect a single residential dwelling cannot be obtained then the purchaser may by written notice to the vendor forward by registered post to the vendor before completion at the address shown on this contract rescind this contract whereupon the provisions of clause 19 shall apply.

15. If there is a swimming pool on the property then:

(a) The vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations under that Act.

(b) The purchaser agrees that after completion the purchaser will comply with the requirements of the Act and Regulations relating to access to the swimming pool or erection of a warning notice or any other matters in relation to the swimming pool at his/her/their cost and expense.

16. The particulars of title contained herein shall be deemed to be a sufficient written statement of title to comply with for all purposes and shall be deemed to have been delivered to the purchaser on the date hereof.

17. The purchaser confirms and warrants to the vendor that the purchaser does not require credit to purchase the subject property or has obtained approval for credit to finance the purchase of the property. The purchaser acknowledges that as the consequence of this disclosure, this contract cannot be subject to termination pursuant to the Consumer Credit (NSW) Act or any other laws applicable in NSW in this regard.

18. The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SEPP 12 that allowed subdivision of dual occupancies have been repealed and the attached section 149 certificate may be inaccurate in respect of those matters.

19. Purchaser shall send the Transfer to the vendor for execution 14 days before completion. In the event the purchaser fails to send the Transfer to the vendor 14 days before completion, purchaser shall pay a sum of \$77.00 to the vendor which sum shall be adjusted in the settlement figures. It is a genuine costs and expenses the vendor shall incur as a result of not complying Clause 4 of the Contract

20. If purchaser stamps the Transfer at the time of settlement, purchaser shall pay a sum of \$77.00 to the vendor in addition to extra payment, if any, to the outgoing mortgagee which sums shall be adjusted in the settlement figures.

21. The purchaser also agrees to pay the vendor on completion the sum of \$77.00 including GST where settlement is cancelled and required to be rebooked (excluding any default by the vendor).

22. Parties acknowledge that:

(a) the vendor requires payment of the Deposit of 10% of the purchase price to be paid as an earnest in performance of the purchaser's obligation to pay the purchase price on completion.

(b) where the purchaser has requested and if the vendor has accepted the request of the purchaser to pay the deposit by instalments then the purchaser must pay the deposit to the deposit holder as follows:

- I. as to 0.25% on the contract date and
- II. as to the balance of 5% before the expiry of the cooling off period.
- III. Balance of the 10% on the completion date.

23. In the event:

(a) the Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and

(b) the Purchaser has paid a deposit of less than Ten per centum (10%) of the purchase price; and

(c) the Vendor terminates this Contract,

then the Vendor shall be entitled to recover from the purchaser an amount equal to Ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of law equity to the contrary. This Special Condition shall not merge upon completion of this Contract.

24. In this clause "Bond" means the form of Deposit Bond issued to the vendor by the purchaser provided the vendor accepts a Bond.that the

Subject to sub-clauses below, the delivery of Bond, upon or before the making of this contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for all purposes of this contract to be payment of the deposit in accordance with this contract.

On the completion date, or such other time as may be provided for the deposit to be accounted for to the vendor, the purchaser shall pay in addition to all other monies payable under this contract, the amount stipulated in the Bond, to the vendor either by way of cash or unendorsed Bank cheque.

If the vendor serves on the purchaser a notice in writing claiming for forfeit of the deposit, then, to the extent that the amount has not already been paid by the party issuing the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.)

Vendor acknowledges that payment by the party issuing the Bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under the preceding clauses.

25. Following amendments are made to the printed clauses:

1. In clause 1 paragraph under "Definitions" for "settlement cheque" all the words after the word "bank" are deleted.
2. In clause 7.1.1 the words and figure after "5%" are deleted and "by \$1.00" are inserted.
3. Clause 14.4.2 is deleted
4. In clause 16.5 in the second line all the words and figures after the word "purchaser" are deleted.
5. In clause 16.7 the words and figure "cash (up to \$2,000) or" are deleted.
6. Clause 16.8 is deleted.

26. The parties expressly agree that if on Completion any apportionment of payments due to be made or should have been paid to other person under this Contract is overlooked or incorrectly calculated, they will forthwith upon being requested to do so by the other Party, make a correct calculation and pay such amount to the other Person as requested by that correct calculation and pay such amount to the other Party or other person as is requested by that calculation to be payable. This condition shall not merge on Completion and is an essential term of this Contract.

27. Notwithstanding anything else herein contain, the purchaser agrees to release to the vendor the Deposit paid herein to be used by the vendor as a Deposit on a purchase of another property and/or Stamp Duty payable on the Contract in respect of such purchase and to give such authority as may be required to the vendor's Agent and/or Conveyancer./Solicitor for this purpose. It is acknowledged that a letter to this effect from the vendor's Solicitor to the purchaser's representative will be sufficient evidence in this regard and the purchaser agrees on his representative's receipt of such letter to authorize the Agent/Solicitor to release the sum requested from the Deposit.

28. It is agreed by and between the parties hereto that in the event the property is sold subject to Tenancy and if the Tenant vacates the property prior settlement, it is deemed to be sold with vacant possession.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 23/1075572

SEARCH DATE	TIME	EDITION NO	DATE
10/7/2017	1:52 PM	2	11/1/2005

LAND

LOT 23 IN DEPOSITED PLAN 1075572
AT BEECROFT
LOCAL GOVERNMENT AREA HORNSBY
PARISH OF SOUTH COLAH COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1075572

FIRST SCHEDULE

MAHADEVA SAYANTHAN
MYTHILI SAYANTHAN
AS JOINT TENANTS

(T AB211564)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F911954 COVENANT
- 3 AB211565 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 10/7/2017

* 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.

© State of New South Wales through Land and Property Information (2017)

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

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

Lengths are in metres

(Sheet 3 of 5 sheets)

PART 2

DP1075572

Plan of Subdivision of
Lot 3 in DP 556997
Subdivision Certificate No.
11712 of 8 October, 2004

1. Terms of drainage easement firstly referred to in the plan (A)

A drainage easement variable width in favour of Hornsby Council in the terms set out in Memorandum S724494 filed in the Land & Property Information New South Wales effects the area marked A on the plan.

2. Terms of restriction on the use of land secondly referred to in the plan (B)

No structures of any kind are to be erected within the ten (10) metre setback from the top of bank being the site indicated B on the plan.

The authority empowered to vary modify or release the above terms of reference in the abovementioned plan is Hornsby Shire Council.

3. Terms of positive covenant thirdly referred to in the plan

No dwelling shall be erected on the lot burdened unless the proprietor or persons authorised by the proprietor make provision for as well as construct an on-site stormwater detention system to service the entire lot so burdened in accordance with the requirements as set out in sub-clauses i) to iv) below:-

- i) That the on-site detention system (hereinafter called the system) is to have a storage capacity of not less than 5 cubic metres and a maximum discharge of 8 litres per second and such discharge to be connected to Council's stormwater drainage system.
- ii) That not less than four copies of the construction drawings of the proposed system be prepared by a suitably qualified Chartered Professional Engineer or Registered Surveyor for approval by Council's Engineer prior to commencement of any building works on the lot so burdened.

HORNSBY SHIRE COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 1 of 5 sheets)

PART 1

DP1075572

Plan of Subdivision of
Lot 3 in DP 556997
Subdivision Certificate No.
11712 of 8 October, 2004

Full names and address of
the owner of the land

**DAVID CHARLES WALLER &
CHRISTINE JOY WALLER**
of 53 Sugarloaf Crescent, CASTLECRAG

1. Identity of easement or
restriction firstly referred
to in abovementioned plan

Drainage Easement variable width (A)

Schedule of Lots, etc. affected

Lot burdened

Authority benefited

24

Hornsby Shire Council

2. Identity of easement or
restriction secondly referred
to in abovementioned plan

Restriction on the use of land (B)

Schedule of Lots, etc. affected


Lot burdened

Authority benefited

24

Hornsby Shire Council

HORNSBY SHIRE COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 2 of 5 sheets)

PART 1 (cont'd)

DP1075572

Plan of Subdivision of
Lot 3 in DP 556997
Subdivision Certificate No.
11712 of 8 October, 2004

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan

Positive Covenant

Schedule of Lots, etc. affected

Lot burdened

Authority benefited

24

Hornsby Shire Council

4. Identity of easement or
restriction fourthly referred
to in abovementioned plan

Restriction on the use of land

Schedule of Lots, etc. affected

Lot burdened

Authority benefited

24

Hornsby Shire Council

HORNSBY SHIRE COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 4 of 5 sheets)

PART 2 (Cont'd)

DP1075572

Plan of Subdivision of
Lot 3 in DP 556997
Subdivision Certificate No.
11712 of 8 October, 2004

- iii) That on completion of the system works-as-executed details prepared by a Chartered Professional Engineer or Registered Surveyor are to be submitted to Council to verify construction of the facility in accordance with the design requirements. Any variations must be shown in red and supported by calculations.
- iv) That on completion of the system the proprietor or persons authorised by the proprietor place a Positive Covenant and Restriction on the title of the lot so burdened by the system describing the facility with expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater as well as responsibilities for maintenance.


The authority empowered to vary modify or release the above terms of reference in the abovementioned plan is Hornsby Shire Council.

4. Terms of restriction on the use of land fourthly referred to in the plan

- (I) Alteration of the floodway shape being the area shown as "A" on the plan is prohibited
- (II) Erection of any structure (including fencing) in the floodway is prohibited.
- (III) The floor level of any habitable room on lot 24 is to be constructed at a level not less than R.L. 127 A.H.D.

The authority empowered to vary modify or release the above terms of reference in the abovementioned plan is Hornsby Shire Council.

HORNSBY SHIRE COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 5 of 5 sheets)

PART 2 (Cont'd)

DP1075572

Plan of Subdivision of
Lot 3 in DP 556997
Subdivision Certificate No.
11712 of 8 October, 2004

Signed in my presence by)
DAVID CHARLES WALLER)
Who is personally known to me)



Signature of Witness

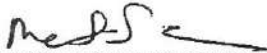
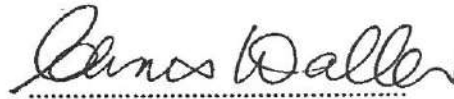
MELANIE SCHAEFER

Name of Witness

55 SUGARLOAF CRESCENT, CASTLECRAG 2068

Address of Witness

Signed in my presence by)
CHRISTINE JOY WALLER)
Who is personally known to me)



Signature of Witness

MELANIE SCHAEFER

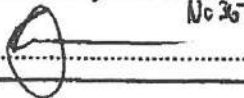
Name of Witness

55 SUGARLOAF CRESCENT, CASTLECRAG 2068

Address of Witness

ADELAIDE BANK LIMITED
ABN 54 061 461 550 by its
appointed Attorney

of 169 Pirie Street Adelaide 5000
under Power of Attorney No. Book 4338
No 367



PETER JAMES HUNTER
A Justice of the Peace
for and in the State of
South Australia.

HORNSBY SHIRE COUNCIL


Authorised Officer

REGISTERED  8.11.2004

F 911954

R.P. 13. No.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fees — f s d.

Lodgment : :

Endorsement : :

Certificate : :

3



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

a If a less estate, strike out "in fee simple" and interline the required alteration.

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred, add "and being lot ... D.P. ..." or "being the land shown in the plan annexed hereto, or being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

i The Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

1, **LESLIE GEORGE ALFRED WILSON** formerly of Ryde Electric but now of Railway Parade Beecroft, Storekeeper (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Six hundred pounds (£ 600.0.0) (the receipt whereof is hereby acknowledged) paid to me by **DONALD ROBERT EVANS** of 41 Currawong Street, Concord West Instrument Maker (herein called transferee)

do hereby transfer to the said transferee ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :-

County	Parish	Reference to Title (c)			Description of Land (if part only) (d)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	SOUTH COLAH	PART	5441	193	Being Lot N shown on Plan hereunto annexed and marked "A"

And the transferee covenants with the transferor hereby for the benefit of the adjoining land namely the residue of Lot A in plan annexed to Transfer No. D294585 but only during the ownership thereof by the vendor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the vendor his executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the vendor his executors administrators or assigns and in favour of any person dealing with the purchaser or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restrictions may be released, varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO:

Subject to Grant of Easement contained in Instrument of Transfer No. D271260

Signed at Sydney the 31st day of July 1953.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

WHO IS PERSONALLY KNOWN TO ME

Transferor.

383732

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

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

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £10; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

F' 911954
No. _____

LODGED BY GREGG & MILNE
Solicitors,
4 Castle Reach Street,
SYDNEY.

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

mortgagee under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residuum of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____
who is personally known to me. _____ Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at _____ the _____ day of _____, one thousand _____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED 	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
	Subject to Covenant	1	Received Docs.
Checked by 	Particulars entered in Register Book, Volume <u>5441</u> Folio <u>193</u>	2	Nos.
	Passed in S.D.B. by 	3	Receiving Clerk.
Signed by 	the <u>22nd</u> day of <u>October</u> 19 <u>52</u> at _____	4	
	_____ minutes past <u>Two</u> o'clock in the _____ noon.	5	
	 Registrar-General	6	
		7	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

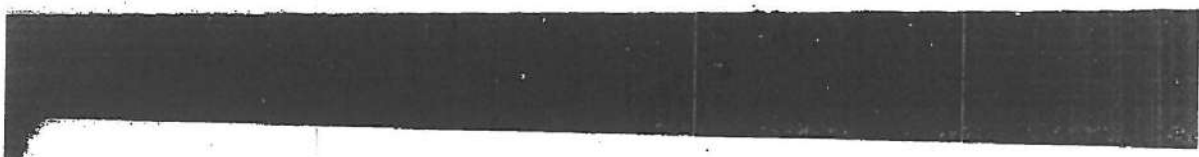
PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...		
Received from Records...		29/53
Draft written ...		29/53
Draft examined...		29/9/53
Diagram prepared		30/9/53
Diagram examined		2/10
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vot.	6726	249

1146 61437-W

EXECUTION OUTSIDE NEW SOUTH WALES.
If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
If resident in the United Kingdom: then before the Mayor or Chief Officer of any corporation or a Notary Public.
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
The fees are:—Upon lodgment (a) 5/-, if accompanied by the relevant title or evidence of production thereof, (b) 1-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1-10-0 for each new Certificate of Title issued, (c) 5/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (d) 2/6 where the Certificate exceeds ten folios, (e) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LODGED BY SMEGG & MILNE SOLICITORS, 4 Castle Street SYDNEY.
(N.B.—Before execution read marginal note.)
CONSENT OF MORTGAGEE



SHIRE OF HORNSBY F 911954

COUNCIL CHAMBERS,

HORNSBY, N. S. WALES

2609

19th May, 1953.

SHIRE CLERK'S CERTIFICATE

NEW ROAD AND/OR SUBDIVISION

"C" Riding

Applicant Messrs. CRAIG & RHODES

Address 38 Langston Place, EPPING

Owner Leslie George Alfred WILSON

Address "Bushlands", Hull Road, BEECROFT

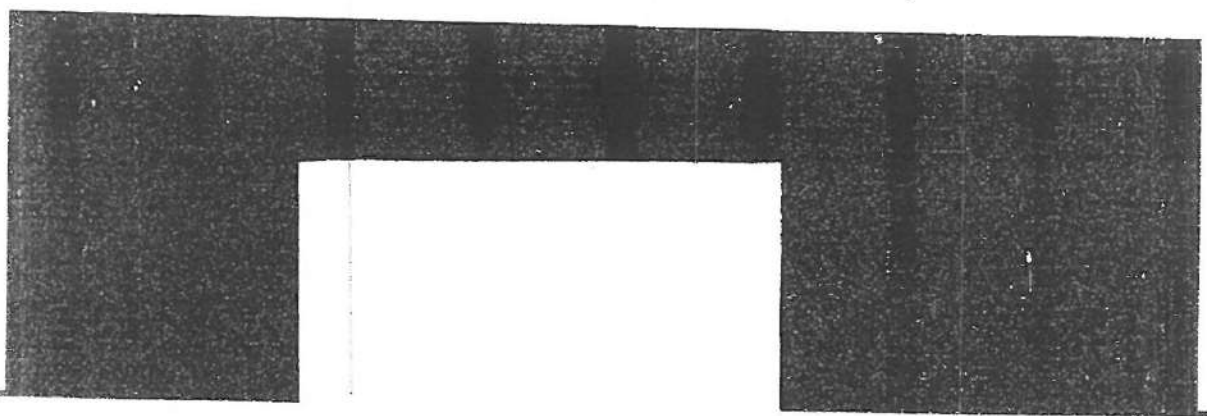
New Road _____

subdivision of Lot A Section No. _____ D.P. No. _____

Parish of South Colah County of Cumberland Locality Hull Road, BEECROFT

I hereby Certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the abovenamed applicant and owner in relation to the proposed subdivision into 2 lots G and H above described, and more particularly set out and referred to on the accompanying plan bearing the Seal of the Shire and marked "as referred to in Shire Clerk's Certificate No. 2609 of 19th May, 1953."

M. Ferguson SHIRE CLERK



METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

EVANS

Municipality of *Hornsby*

No. *583888*

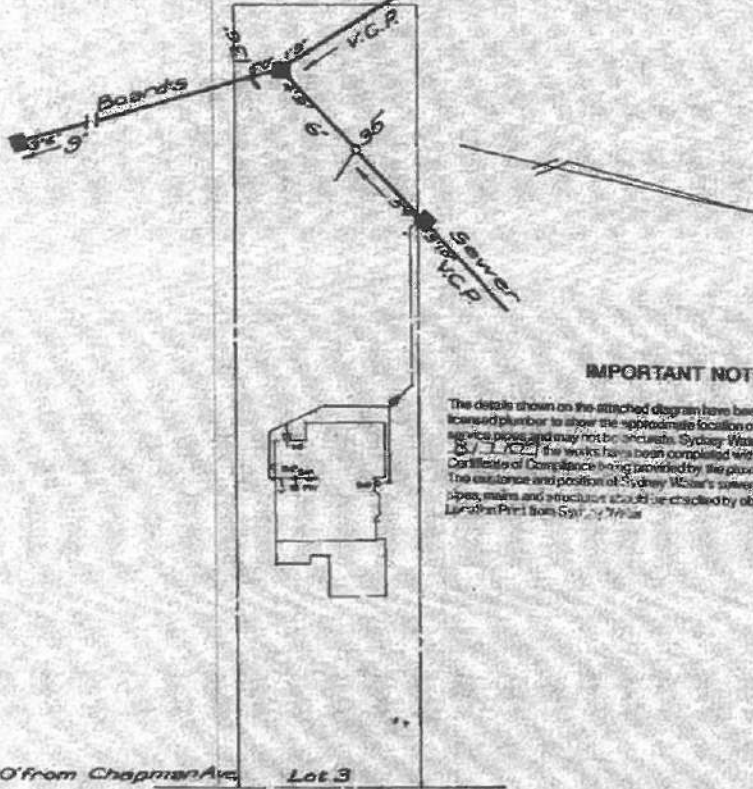
SYMBOLS AND ABBREVIATIONS

- | | | | |
|--|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input type="checkbox"/> R.V. Reflux Valve | I.P. Insect Pipe | Bn. Basin |
| <input type="checkbox"/> Pit | <input type="checkbox"/> C.E. Cleaning Eye | M.F. Man Flap | Str. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> V.P. Vertical Pipe | T. Tube | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | <input type="checkbox"/> V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input type="checkbox"/> P.T. P. Trap | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input type="checkbox"/> R.S. Reflux Siphon | <input type="checkbox"/> D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



IMPORTANT NOTE

The details shown on the attached diagram have been provided by the licensed plumber to show the approximate location of the private sewerage service pipes and may not be accurate. Sydney Water records show that as of 28/11/2017 the works have been completed without a final inspection or Certificate of Compliance being provided by the plumber. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Permit from Sydney Water.

HULL

RD

RATE No. _____ W.C.s _____ U.C.s _____ 19__

SHEET No. *6972* OFFICE USE ONLY For Engineer House Services

DRAINAGE		BRANCH OFFICE		PLUMBING	
Supervised by	Date	Date	Supervised by	Date	
W.C.					
Mh.					
Str.					
Bn.					
K.S.					
T.					
Ptg.					
Dge. Int.					
Dge. Ext.					
Examined by	Inspector	Outfall	718294	Inspector	1/1
Chief Inspector		Plumber			
Tracing Checked		Boundary Trap			
		w/s not required			

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Jeya Solicitors
PO Box 4150
STRATHFIELD NSW 2136

PLANNING CERTIFICATE UNDER SECTION 149 (2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

Certificate Number:	A1737493
Reference:	JEYA
Issue Date:	21 July 2017
Receipt No.:	6096235
Fee Paid:	\$53.00
ADDRESS:	No. 47 Hull Road, BEECROFT NSW 2119
DESCRIPTION:	Lot 23 DP 1075572
The land is zoned:	R2 Low Density Residential

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

**THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 149 (2) OF THE ABOVE ACT.**

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hornsby Local Environmental Plan (HLEP) 2013, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

Refer to Council's website www.hornsby.nsw.gov.au/hlep to view the HLEP.

State Environmental Planning Policies

SEPP No. 1 - Development Standards
 SEPP No. 19 - Bushland in Urban Areas
 SEPP No. 21 - Caravan Parks
 SEPP No. 30 - Intensive Agriculture
 SEPP No. 33 - Hazardous and Offensive Development
 SEPP No. 44 - Koala Habitat Protection
 SEPP No. 50 - Canal Estate Development
 SEPP No. 55 - Remediation of Land
 SEPP No. 62 - Sustainable Aquaculture
 SEPP No. 64 - Advertising and Signage
 SEPP No. 65 - Design Quality of Residential Apartment Development
 SEPP No. 70 - Affordable Housing (Revised Schemes)
 SEPP No. 71 - Coastal Protection
 SEPP (Building Sustainability Index: BASIX) 2004
 SEPP (Housing for Seniors or People with a Disability) 2004
 SEPP (State Significant Precincts) 2005
 SEPP (Mining, Petroleum Production and Extractive Industries) 2007
 SEPP (Miscellaneous Consent Provisions) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011

Deemed State Environmental Planning Policies

SREP (Sydney Harbour Catchment) 2005

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the

council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

YES

Council has re-exhibited a *Housekeeping Planning Proposal* that seeks to amend the *HLEP 2013* to resolve some of the identified issues raised during the exhibition period which were outside the scope of a translation. The *Planning Proposal* also seeks to rectify a number of anomalies and mapping issues that have been identified since the Plan came into force in October 2013. At its meeting on 13 July 2016, Council resolved to endorse the *Planning Proposal* and forward it to the Department of Planning and Environment for its making.

(B) **Proposed State Environmental Planning Policies**

YES

Draft *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 (draft SEPP)* applies to the land. The *draft SEPP* provides controls for child care facilities, schools, universities and TAFEs. It consolidates national and state requirements for child care facilities, and expands exempt and complying development provisions for schools and tertiary institutions. The *draft SEPP* can be viewed on the Department of Planning and Environment's website.

YES

Draft *State Environmental Planning Policy (Vegetation) 2017 (Vegetation SEPP)* has been exhibited. The *Vegetation SEPP* is proposed to safeguard native vegetation in by providing a consistent approach to land clearing in NSW. The *Vegetation SEPP* will also ensure the biodiversity offset scheme will apply to all clearing of native vegetation that exceeds the offset thresholds and does not require development consent. Further information on the *Vegetation SEPP* can be obtained by viewing the proposal <http://planspolicies.planning.nsw.gov.au>

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Hornsby Development Control Plan (HDCP) 2013

Refer to Council's website www.hornsby.nsw.gov.au/hdcp to view the HDCP.

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. **Zoning of land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

- (A) The HLEP 2013 applies to the land unless otherwise stated in this certificate and identifies the land to be:

R2 Low Density Residential

- (B) The purpose for which the instrument provides that development may be carried out within the zone without the need for development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development without Consent and Exempt Development

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except the development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development with Consent.

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

Refer to Attachment

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

NO

- (F) Whether the land includes or comprises critical habitat?

NO

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

NO

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

NO

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 and (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.

NO

3. Complying Development

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Developments Code) 2008*. If complying development may not be carried out on that land because of the provisions of clauses 1.17A(c) and (d) and 1.19 of that policy, the reasons why it may not be carried out under that clause.

General Housing Code and Rural Housing Code

Complying Development under the General Housing Code or Rural Housing Code may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land.

Housing Alterations, General Development, Commercial and Industrial Alterations, Container Recycling Facilities, Subdivisions, Demolition and Fire Safety Codes (Other Codes)

Complying Development under the Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code, Container Recycling Facilities, Subdivisions Code, Demolition Code or Fire Safety Code may be carried out on the land.

4. Coastal Protection

Whether or not the land is affected by the operation of Section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.

NO

4A. Certain information relating to beaches and coasts

- (1) In relation to a coastal council – whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the

meaning of the Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO

(2) In relation to a coastal council:

(a) whether the council has been notified under Section 55X of the Coastal Protection Act 1979, that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

(b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO

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

Whether the owner (or previous owner) of the land has been consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

NO

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 the commencement of Section 553B of the Local Government Act 1993.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road alignment under –

(A) Division 2 of Part 3 of the Roads Act 1993; or

NO

(B) any environmental planning instrument; or

NO

(C) any resolution of council?

NO

7.

Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

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

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

Council's and other public authorities' policies on hazard risk restrictions are as follows:

- (A) **Landslip**
NO
- (B) **Bushfire**
NO
- (C) **Tidal inundation**
NO
- (D) **Subsidence**
NO
- (E) **Acid Sulfate Soils**
NO
- (F) **Land contamination**
NO

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

Section 1.C.3.4 Land Contamination of the *Hornsby DCP 2013* contains provisions that restrict the development of land affected by contamination or that is potentially contaminated. Specifically, the provisions may require preliminary contamination assessments, detailed investigations, remedial action plans, validation reports and site audit statements to be undertaken pursuant to *SEPP No. 55 Remediation of Land* before a site is suitable for certain development.

Hornsby DCP 2013 can be viewed on Council's website hornsby.nsw.gov.au/hdcp or at Council's Administration Building or Libraries.

Notes: Council undertakes a thorough review of all relevant records (including hard copy property files) for land within zones with a higher propensity for potentially contaminating land uses (i.e. non-residential zoned land) to identify previously approved land uses which have the potential to cause contamination in accordance with the *Managing Land Contamination - Planning Guidelines*. The result of this review is provided on Certificates issued under Section 149(5) of the *EP&A Act 1979*.

If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

(G) **Any other risk**

NO

7A.

Flood related development controls information

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

NO

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

NO

- (3) Word and expressions in this clause have the same meaning as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8.

Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

- (A) **State Environmental Planning Policy?**

NO

(B) **Hornsby Local Environmental Plan 2013?**

NO

(C) **Planning Proposal?**

NO

9. **Contribution plans**

The name of each contribution plan applying to the land:

Hornsby Section 94 Development Contributions Plan 2014 – 2024
Hornsby Section 94A Development Contributions Plan 2014 – 2024

9A. **Biodiversity Certified land**Whether the land is biodiversity certified land under Part 7AA of the Threatened Species Conservation Act 1995?

NO

10. **Biobanking Agreements**Whether the land is land to which a biobanking agreement under part 7A of the Threatened Species Conservation Act 1995 relates, (but only if the council has been notified of the existence of the agreement by the Secretary of the Department of Environment, Climate Change and Water)?

NO

11. **Bush fire prone land**

Has all or part of the land been identified as bush fire prone land?

NO

12. **Property vegetation plans**Has the council been notified that a property vegetation plan under the Native Vegetation Act 2003 applies to this land?

NO

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

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

NO

14. Directions under Part 3A

Whether there is a direction by the Minister in force under Section 75P_(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect?

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on this land?

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

16. Site compatibility certificates for infrastructure

Whether there is a valid site compatibility certificate (infrastructure), issued in respect of proposed development on this land?

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

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

NO

18. **Paper subdivision information**

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. **Site verification certificates**

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

NO

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of the 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 the 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 used,

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 26 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

NO

The NSW Infrastructure Co-ordinator General **has not** issued an order under Section 23 or an authorisation under Section 24 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009*.

20.

Loose-fill asbestos insulation

Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division?

NO

STEPHEN FEDOROW



Acting 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.

Hornsby Local Environmental Plan 2013 - Land Use Table

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.

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Information and education facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Tourist and visitor accommodation; Veterinary hospitals; Water reticulation systems

4 Prohibited

Backpackers' accommodation; Farm stay accommodation; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3