

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent Castlehaven Realtors Phone: 9634 5222
 2A Crane Road, Castle Hill, NSW 2154 Fax: 9899 2375

Co-agent

Vendor Billyard Homes Pty Limited ABN 15 000 387 806
 608 Old Northern Road, Dural, NSW 2158

Vendor's Solicitor David Pain & Co Phone: (02) 9858 1444
 2A Hillview Road, Eastwood NSW 2122 Fax: (02) 9804 6454
 DX 23515 Eastwood Ref: DP:PM:7060

Completion date See Special Condition 49 (clause 15)

Land 17 Hartigan Ave, Kellyville 2155
 (Address, plan details Registered Plan: Lot 10 Plan DP1149683
 and title reference) Folio Identifier 10/1149683

Improvements VACANT POSSESSION subject to existing tenancies

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: See list of Inclusions

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)

Executed by Billyard Homes Pty Limited pursuant to Section 127 of the Corporations Act 2001

Arthur Billyard Director

Gwen Jones Secretary

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)

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

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

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

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

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 checked="" 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 checked="" 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

- 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.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- 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.
- 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.
- 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.

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:-

1. I am a _____ currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at **17 Hartigan Ave, Kellyville**, from **Billyard Homes Pty Limited ABN 15 000 387 806** to _____ in order that there is no cooling off period in relation to that Contract.
3. I do not act for **Billyard Homes Pty Limited ABN 15 000 387 806** and am not employed in the legal practice of a solicitor acting for **Billyard Homes Pty Limited ABN 15 000 387 806** nor am I a member or employee of a firm of which a Solicitor acting for **Billyard Homes Pty Limited ABN 15 000 387 806** is a member or employee.
4. I have explained to :
 1. the effect of the Contract for the purchase of that property;
 2. the nature of this Certificate;
 3. the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....

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

- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 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.

**ADDITIONAL CLAUSES FORMING PART OF CONTRACT FOR SALE OF LAND -
2005 EDITION DATED THE DAY OF 2011
BETWEEN BILLYARD HOMES PTY LIMITED AS VENDOR AND
AS PURCHASER**

30. INTERPRETATION

- 30.1 All headings contained in this contract are for convenience of reference only and shall not be construed as affecting the meaning or interpretation of this contract and are not intended to and do not form part of the substance of this contract.
- 30.2 In the event of any conflict or inconsistency between any of these additional clauses and the printed clauses of this contract then the additional clauses shall prevail.
- 30.3 These additional clauses shall not be read or applied so as to purport to exclude, modify or restrict or have the effect of excluding, modifying or restricting the application of all or any of the provisions of Section 52A of the Conveyancing Act, 1919 or any regulation under that Act.
- 30.4 If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

31. AMENDMENTS TO PRINTED FORM OF CONTRACT

- 31.1 Clause 1:
in the definition of "settlement cheque" after the words "a bank; or" in line 2 insert the words in line 3 "if authorised in writing by the Vendor or the Vendor's Solicitor".
- 31.2 Clause 5.3:
by the deletion of this clause;
- 31.3 Clause 7.1.1:
by the deletion of this clause;

- 31.4 Clause 8:
by the deletion of the words "The Vendor can rescind if -" and the insertion of the words "Notwithstanding any other provision contained in this contract, the Vendor can rescind if -" instead;
- 31.5 Clause 8.1:
by its deletion and the insertion of the following clause instead:
"8.1 the Vendor is unable or unwilling to comply with an objection, requisition or claim;"
- 31.6 Clauses 8.2 and 8.3:
by the insertion of the words "objection or claim" after the word "requisition" where it appears in these clauses;
- 31.7 Clauses 10.1.8 and 10.1.9:
by the deletion of the word "substance" and the insertion of the word "existence" instead;
- 31.8 Clause 16.5:
by the deletion of the words "plus another 20% of that fee";
- 31.9 Clause 16.8:
by the deletion of the words "\$10.00 for each extra cheque" and insertion of the words "\$5.00 for each extra bank cheque";
- 31.10 Clause 23.5.2:
after the word "contract" add the words "or is a contribution payable by instalments";
- 31.11 Clause 23.6.1:
by the deletion of the words "even if it is payable by instalments" and the insertion instead of the words "or relates to an instalment of a contribution falling due for payment after the adjustment date which shall be an instalment borne by the Purchaser".
- 31.12 Clause 23.6.2:

by the deletion of this sub-clause;

31.13 Clause 23.14:

by deletion of the word and number "seven (7)" and insertion of the word and number "three (3)".

32. INCAPACITY

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or Purchaser at law or in equity had this Clause not been included herein it is agreed that:

- (a) if either party shall die or become mentally ill then the other party may by notice in writing to the Solicitor named herein as the deceased or mentally ill party's Solicitor rescind this contract whereupon the provisions of Clause 19 hereof shall apply; and
- (b) if either party shall be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors or being a Company shall resolve to go into liquidation or shall have a Summons for its winding up filed in Court or enter into any scheme of arrangement with its creditors under Chapter 5 Corporations Law or if a Receiver or Official Manager shall be appointed in respect of either party then that party shall be deemed to be in default hereunder.

33. REAL ESTATE AGENTS

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendor's Agent, if any, referred to in this contract AND the Purchaser agrees that the Purchaser will at all times indemnify the Vendor and keep the Vendor indemnified from and against any claim whatsoever for commission which may be made as a result of a breach of this warranty AND this clause shall enure for the benefit of the parties notwithstanding completion.

34. CHARGES UPON THE PROPERTY

The Vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge upon the property in respect of any

rate, tax (including land tax) or outgoing and shall be entitled to serve a Notice to Complete upon the Purchaser notwithstanding that, at the time when such Notice is issued or at any time thereafter, there is a charge upon the property in respect of any rate tax or outgoing.

35. WHOLE OF CONTRACT

The agreements, provisions, terms, conditions and warranties contained in this contract comprise the whole of the bargain between the parties hereto and the purchaser agrees and declares that no further or other agreements, provisions, terms, conditions or warranties exist or apply and that no further or other representation or warranty has been made by the Vendor, the Vendor's agent or anyone on their behalf.

36. NOTICE TO COMPLETE

Further to Clause 15 of this contract the parties agree that if completion shall not have taken place on the Completion Date then either party may give to the other a notice making time of the essence of this contract and the parties agrees that fourteen (14) days, inclusive of the date of service of the notice, shall be sufficient duration for such notice.

37. LATE COMPLETION

If for any reason not solely attributable to the Vendor the balance of the purchase moneys shall not be paid by the Purchaser to the Vendor by the Completion Date referred to in Clause 15 the Purchaser shall on completion pay by way of liquidated damages:

- (a) a sum equal to the rate of eight percent (8%) per annum on the said balance from the Completion Date until actual completion without prejudice to the Vendor's rights under Clause 9 to exercise the Vendor's rights and remedies therein mentioned or its other rights to damages by virtue of the default of the Purchaser hereunder and
- (b) a sum of \$275.00 plus GST to cover the Vendor's legal costs incurred in issuing and serving any notice to complete served on the Purchaser.

Such sums represent a genuine pre-estimate of the Vendor's damage and shall form part of the balance of the purchase moneys and adjustments and be paid on completion as an essential term of this contract

38. CONDITION OF PROPERTY

The property is sold in its present condition and state of repair with all faults latent and patent and subject to any present infestation (if any) and to any fair wear and tear during the period from the date of making this contract and the date of completion thereof and the Purchaser acknowledges that the Purchaser is purchasing the same in reliance upon the Purchaser's own inspection, enquiries and knowledge and that the Purchaser shall make no objection, requisition or claim and shall not be entitled to rescind this contract in respect of all or any of the matters referred to in or arising from this Clause.

39. FINANCE

40.1 The Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that:

- (a) the Purchaser does not require credit in order to pay for the property; or
- (b) if the Purchaser requires credit in order to pay for the property, the Purchaser has obtained approval for such credit on reasonable terms prior to the date of this Contract.

40.2 The Purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the completion date.

40. MAINS AND SERVICES

The Purchaser shall take title subject to all existing water sewerage drainage gas electrical and other mains and service connections, pipes or distributors installed within the property hereby agreed to be sold and in whatever state or condition the same may be in and whether or not connected to any improvements and the Purchaser shall not make any objection requisition or claim for compensation nor be entitled to rescind or fail to complete this Contract by reason of any such matter and the Purchaser shall be deemed to have been satisfied as to the position and nature of such installations by virtue of having signed this agreement.

41. RATE ADJUSTMENTS

In the event that the Council Rates or Water Rates have not been separately assessed at the date of completion for the allotment hereby sold or in the event that assessments have been withheld or otherwise not issued for the subject allotment then in that event the rates will be adjusted on the basis of \$1,000.00 per annum for Council rates and \$40.00 for Water Rates and shall be deemed to have been paid to the expiration of the rating period current as at the date of completion hereof and adjustments shall be made accordingly and no regard shall be had to the actual position in relation to such rates as aforesaid. The Vendor hereby agrees that it will effect payment of all such assessments as aforesaid for the rating period current at the date of completion and the provisions of this Clause shall not merge in the transfer. In the event that on completion Sydney Water has made a rate assessment for sewer buy-in charge then the Vendor shall pay and the Purchaser shall adjust such charge as part of the rates on completion.

42. ADJOINING LAND

The Vendor discloses that the Vendor owns land adjoining the subject property and the Purchaser acknowledges that the Purchaser shall not require the Vendor to make a contribution to any fencing work

43. SEWER MAINS

The Purchaser acknowledges that the Purchaser is aware that there is no sewer diagram available from Sydney Water in relation to the subject property in the ordinary course of business and will raise no objection, requisition or claim for compensation from any such matter as aforesaid. The Vendor warrants that the sewer has been installed as available to the subject property substantially in the position shown in the subdivision sewer plan attached hereto marked "A".

44. SERVICES

The Vendor acknowledges to the Purchaser that arrangements will be made by the Vendor with the appropriate authorities for the construction and provision of electricity, telephone, water and sewerage services ("the services") to each lot on the Plan and that as a condition of the release of the Plan by the Council the Vendor will have made satisfactory arrangements including the provision of financial bonds where appropriate to cover the construction cost of the services.

45. GEOTECHNICAL REPORT

The Purchaser acknowledges that the Purchaser has inspected the Geotechnical Report a copy of which is annexed hereto and marked "B" and the Purchaser is satisfied as to the information contained therein and no objection, requisition or claim for compensation shall be made in respect of any matter as aforesaid.

46. REQUISITIONS

The Purchaser agrees that the only general form of requisitions on title the Purchaser shall be entitled to serve on the Vendor under this contract shall be in the form of the requisitions on title annexed.

47. SOLICITORS AUTHORITY

The parties to this contract have given authority to their respective solicitors or conveyancers to make such alterations and additions to this contract after signature by the parties and prior to exchange of the contract as the solicitors or conveyancers shall consider to be required or necessary on behalf of their client.

48. DEPOSIT BY INSTALMENTS

If the Vendor accepts that the Purchaser may pay the deposit of 10% of the sale price in two instalments, then the 10% deposit payable under this contract shall be paid by the Purchaser to the Stakeholder in the following instalments:

- a. Five percent (5%) shall be payable on exchange of contracts, and
- b. Five percent (5%) shall be payable on or before the due date for completion;
and

Notwithstanding anything herein contained, or any rule of law or equity to the contrary, it is expressly agreed that if the purchaser defaults in the observance or performance of any essential obligation imposed on the Purchaser under the contract or by virtue thereof, then the vendor shall be entitled to recover immediately from the purchaser the balance of ten percent (10%) of the sale price, the payment of which the vendor agreed to waive upon the signing of this contract as part of the deposit, in addition to any compensation to which the vendor is entitled.

49. OCCUPATION CERTIFICATE

The Vendor at its expense shall obtain an Occupation Certificate from the local Council as soon as practicable and shall provide the same to the Purchaser. Completion of this contract shall take place at the later of:

- (a) Fourteen (14) days from the date the Vendor provides the Purchaser with a copy of the Occupation Certificate; or
- (b) Forty two (42) days from the date hereof.

50. SURVEY

The Purchaser acknowledges that the Purchaser has inspected a Survey Report of Robert Moore & Associates dated 26 October 2011 in respect of the property a copy of which is annexed hereto and marked "C" and shall not make any objection, requisition or claim in respect of any matter or thing referred to therein or arising thereout. The Vendor gives no warranty as to the accuracy or completeness of the document or that the Survey is a correct representation of the improvements erected upon the property.

51. INSURANCE CERTIFICATE

Annexed hereto and marked with the letter "D" is an insurance certificate under the Home Building Act 1989 in respect of improvements on the property. The purchaser shall make no objection requisition or claim for compensation in respect of any matter or thing referred to in the certificate.

02 9651 2647



BILLYARD ★ ★ ★ ★ ★ HOMES

PROPOSED PURCHASER:

Lot 10 Hartigan Ave, Kellyville

INCLUDED IN CONTRACT:

- 1 Seven year structural guarantee
- 2 Three month maintenance period
- 3 Engineer's Certificate on slab and piers
- 4 90mm frames throughout home – engineer's designed roof trusses
- 5 Pest control management (monolithic slab granitgard to penetrations and cavities)
- 6 Bricks – Bowral Blue (Austral)
- 7 Fascia: Colorbond Surfmist / Guttering: Colorbond Woodland Grey
- 8 Roofing – Cement Horizon Barramundi and sarking
- 9 Airlite aluminium windows and doors with key locking (Notre Dame)
- 10 Tiling of front and rear patios, supplied at \$40.00 per metre
- 11 Tiling bathroom, en-suite and shower room to ceiling \$50.00 per metre
- 12 Internal tiling to kitchen, pantry, family room, study, meals, rumpus room, entry and hallway, supplied & fixed at \$150.00 per metre
- 13 All tapware Classic Chrome, external taps and recycled water
- 14 Ceramic pans and cisterns in White Caroma Opal 2000
- 15 Hume main doors and robes HAG9, Hume front door NEX40, 1200 wide
- 16 Ground floor skirting 100mm and architraves 75mm, NSW half splayed
- 17 Cornices – CSR Tempo
- 18 Dishwasher – Smeg, semi Integrated PL 8605X
- 19 Kitchen – Polyurethane doors, granite or Caesar stone bench top, ducted rangehood, Smeg K30/900 double bowl sink and glass splash backs
- 20 Granite top vanities and polyurethane doors
- 21 Bath – Lanark (white), spa bath, motor and white jets to main bathroom
- 22 Panellift auto garage door, Colorbond (Woodland Grey) Seville
- 23 Hot Water – 2 x Rinnai 26 litres gas, two gas heating points and BBQ point
- 24 Alarm, smoke detectors, vacuum system & intercom at front door
- 25 Air Conditioning, three zones Actron SRD190C – 18.6 kwatt digital ESP
- 26 Insulation in ceiling R3.5 batts, external walls R2.0 batts
- 27 Coloured concrete – driveway and paths
- 28 1800 pine timber fencing on all boundarys, two gates
- 29 Smeg Oven SCA708X, Hot Plates PSA906 & Microwave SA36MX
- 30 Landscaping \$12,000.00
- 31 230mm brick retaining walls \$8,000.00
- 32 Carpet all rooms \$9,000.00
- 33 Generous lights and double power points with safety cut off switches
- 34 Clear glass shower screens, semi-frameless mirrors & 1 heated towel rail
- 35 Heater lights and exhaust fans to en-suite and bathrooms
- 36 9000 Litre underground water tanks
- 37 BBQ model S4 Tucker Grill
- 38 Painting – White on White ceilings, Parchment walls, White on White wood-work

TOTAL SALE OF CONTRACT:

Designers & Builders of Prestige Homes

Billyard Homes PTY LTD
608 Old Northern Road,
Dural NSW 2158
PO Box 3080,
Dural NSW 2158
phone. 9651 2915
fax. 9651 2647
mobile. 0418 222 454
A.C.N. 000 387 806
A.B.N. 15 000 367 806
Registered Licence No. 5518



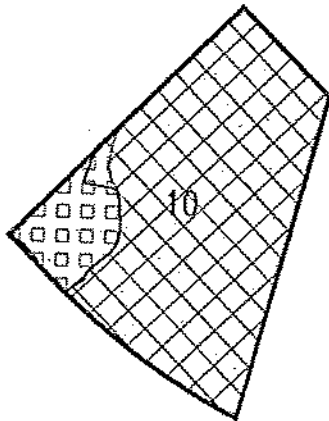
SITE CLASSIFICATION

AS2870

PROJECT: Proposed Subdivision – Stages 1, 1A and 4
 LOCATION: Memorial Avenue & Windsor Road, Kellyville
 LOT NO: 10

JOB NO: 7415/4
 OUR REF: 7415/4-AA
 DATE: 27 April 2010

SITE SKETCH



SITE CLASSIFICATION AS2870

CLASS M

Site Filling - See Site Sketch For Details

LEGEND DEPTH OF FILL (m)

	0 ~ 0.5
	0.5 ~ 1.0
	1.0 ~ 1.5
	1.5 ~ 2.0
	2.0 ~ 2.5
	2.5 ~ 3.0
	3.0 ~ 3.5
	3.5 ~ 4.0
	4.0 ~ 4.5
	4.5 ~ 5.0

The extent and depth of fill shown on the above site sketch was determined by the Project Surveyor. This company has not carried out investigations sufficient to verify the information provided and does not warrant the accuracy of the information. Concerned parties should undertake their own investigations.

The classification given above has been made on the following assumptions:

1. The classification is applicable to the Lot at the date of conducting the investigation, being 14 April 2010.
2. The construction requirements of AS2870 and Suppl. 1 must be followed.
3. The recommendations for site maintenance set out in Appendix B of AS2870 are followed.
4. The performance expectations set out in Appendix C of AS2870 are acceptable.
5. Stiffening beams to be founded on residual soil or controlled fill beneath any existing topsoil.
6. Fill under slab panels to meet the requirements of Section 6 of AS2870.

It is recommended that house owners are made aware of the recommendations given in the CSIRO publication "Guide to Home Owners on Foundation Maintenance and Footing Performance".

Head Office:
 34 Boreo Road, Pennith NSW 2750
 P O Box 880 Pennith NSW 2751
 Telephone: (02) 4722 2744 Facsimile: (02) 4722 2777

Prestons Laboratory:
 Unit 4, 18-20 Whyalla Place, Prestons NSW 2170
 Telephone: (02) 9607 6111 Facsimile: (02) 9607 6200

email: info@geotech.com.au www.geotech.com.au

02 9651 2647



ROBERT MOORE & ASSOCIATES

Engineers, Surveying & Development Consultants
Water Servicing Co-ordinators to Sydney Water

28 October 2011

Our Ref: 100071

CLIENT: Billyard Homes Pty Ltd
PO Box 3080
DURAL 2158

Re: Lot 10 DP 1149683
Hartigan Avenue, Kellyville

In accordance with your instructions, we have made a survey for identification purposes only of the whole of the land comprised in Certificate of Title Folio Identifier 10/1149683, being Lot 10 as shown upon Deposited Plan No 1149683, situated at Kellyville in the Local Government Area of The Hills Shire and report as follows:

A single storey brick residence with a flat tile roof showing no number to Hartigan Avenue stands within the boundaries of the land.

The land has a frontage of 30.00 metres to Hartigan Avenue. The remaining dimensions and the position of the building in relation to the boundaries are as shown upon the sketch herewith.

The position of walls and fences along the boundaries are also shown on the attached sketch.

A search of the Title undertaken on 26 October 2011 shows that the subject property is burdened by:

1. Restrictions on the Use of Land referred to and numbered 6, 7, 8, 12 and 16 in the Section 88B Instrument (DP 1149683).

The terms of the restrictions affecting this property have not been investigated.

It is our opinion that there are no encroachments by or upon the property and the full complement of land is available.

The information given in this report, and on the accompanying sketch, is for identification purposes only, and should not be used for other purposes. Where any improvements are proposed to the property, further surveying and marking of boundaries will be required.

Yours faithfully
ROBERT MOORE & ASSOCIATES PTY LTD


ANTHON O'CONNOR
Registered Surveyor



ROBERT MOORE & ASSOCIATES PTY LIMITED

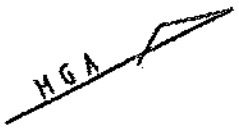
ROBERT G E MOORE MIE AUST CP ENG

ANTHON L O'CONNOR MIE AUST REGD SURV

ACN 083 164 612
ABN 33 083 164 61227 CASTLE HILL ROAD
WEST PENNANT HILLS NSW 2126
TELEPHONE: 9484 4800
FACSIMILE: 9484 4699
EMAIL: eng@rmapl.com.au
WEB: www.rmapl.com.au

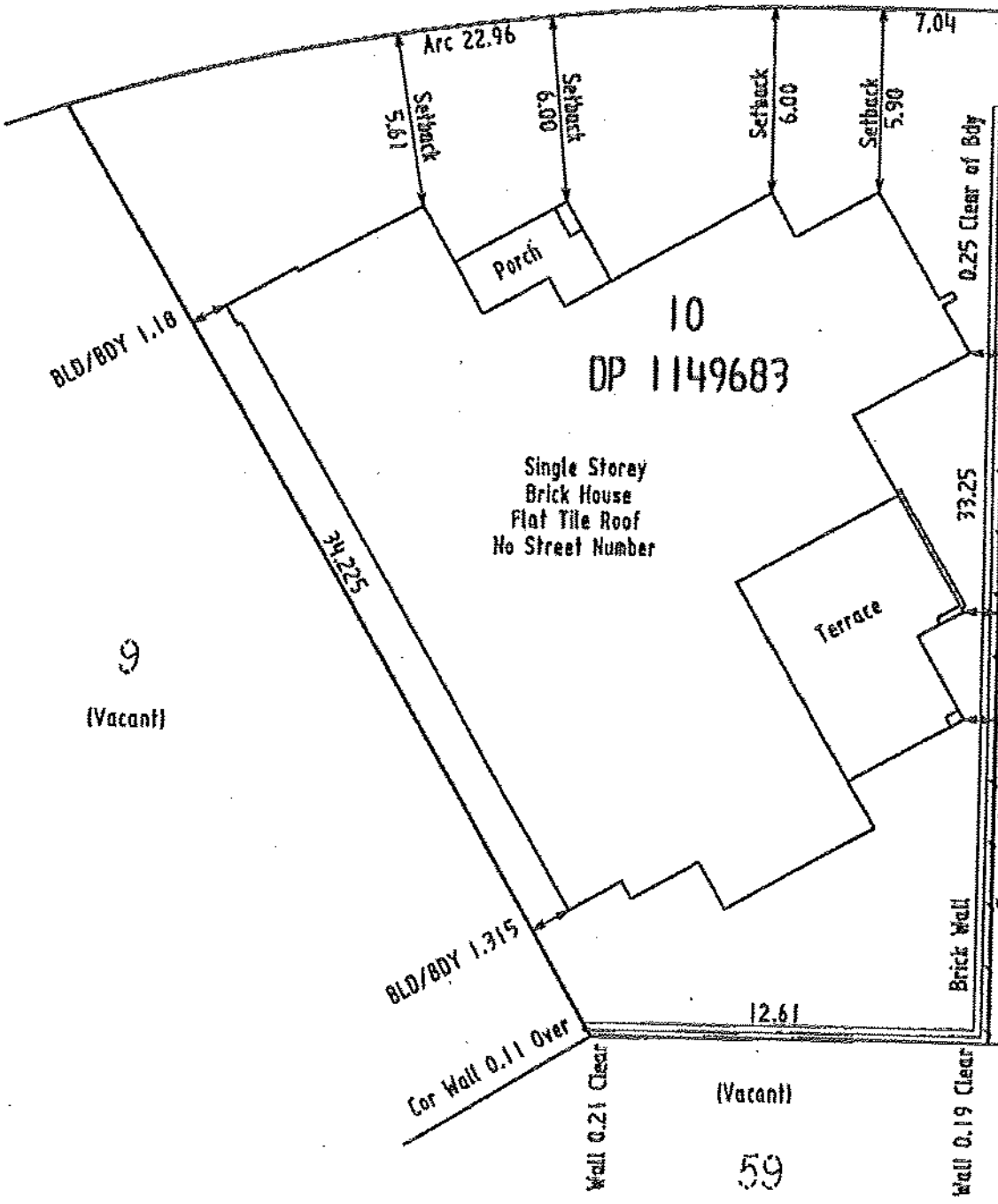
02 9651 2647

ROBERT MOORE & ASSOCIATES PTY LTD



HARTIGAN AVENUE

About 20m to Gorman Avenue



10
DP 1149683

Single Storey
Brick House
Flat Tile Roof
No Street Number

Terrace

Single Storey
Brick House
Rendered Brick House
Colourbond Steel Roof

BLD/BDY 1.18

9
(Vacant)

BLD/BDY 1.315

Cor Wall 0.11 Over

Wall 0.21 Clear

(Vacant)
59

DP 1151172

Brick Wall

Wall 0.19 Clear

EAVE/BDY 0.98
BLD/BDY 1.035

EAVE/BDY 1.00
BLD/BDY 1.08

EAVE/BDY 0.955
BLD/BDY 1.00

Fence on Boundary

show

SKETCH TO ACCOMPANY MY REPORT DATED. 26 October 2011

DATA03/DWGL101D

02 9651 2647

D

Home Warranty
Insurance
Certificate of Insurance

Policy Number
BN-0027070-BWI-4



Home Warranty
Insurance Fund

Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300790 723
Fax: 02 8276 9330
ABN: 78 003 191 035
AFS License No: 239546



BILLYARD HOMES P/L
PO BOX 3080
DURAL NSW 2158

Name of Intermediary
AON HIA (NSW/ACT)

Account Number
BN-0006684

Date Issued: 09/05/2011

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SiCorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At	LOT 10,17 HARTIGAN AVENUE KELLYVILLE NSW 2155
Carried Out By	BUILDER BILLYARD HOMES PTY LTD ABN: 15 000 387 806
Declared Contract Price	\$500,000.00
Contract Date	04/05/2011
Builders Registration No.	U5518
Building Owner / Beneficiary	BILLYARD HOMES P/L

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation

IMPORTANT NOTICE:

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

QM271-0510

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Information Provided Through
LEAP Searching
Ph. 1800 738 532 Fax. 1800 738 533

Title Search

LEAP Searching
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 10/1149683

SEARCH DATE	TIME	EDITION NO	DATE
30/11/2011	4:22 PM	2	26/10/2010

LAND

LOT 10 IN DEPOSITED PLAN 1149683
AT KELLYVILLE
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1149683

FIRST SCHEDULE

BILLYARD HOMES PTY LIMITED

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1149683 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 3 DP1149683 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 4 DP1149683 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 5 DP1149683 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 6 DP1149683 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 7 AF836692 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

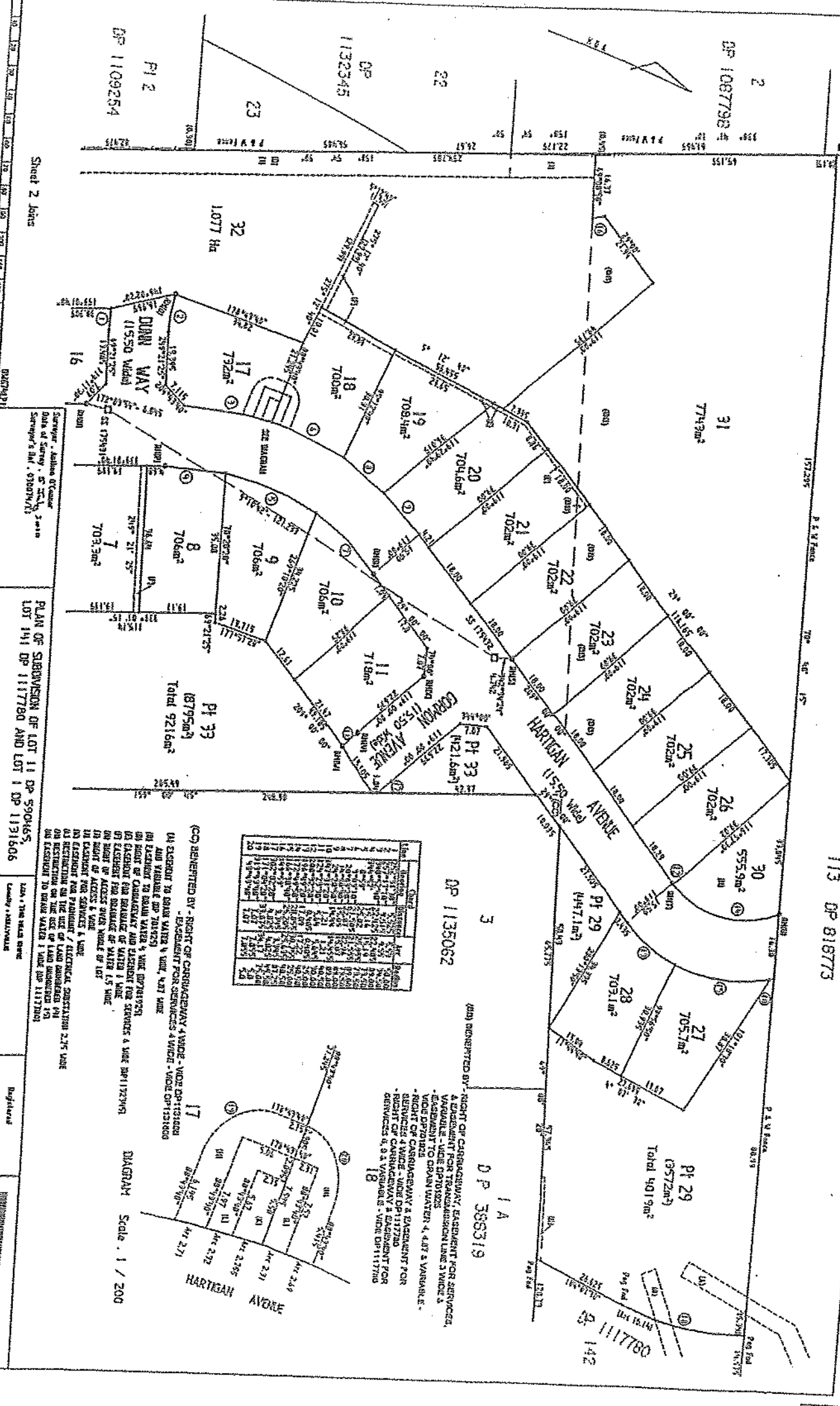
*** END OF SEARCH ***

7060

PRINTED ON 30/11/2011

* 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. Leap Searching 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.

<http://coreldm.leap.com.au/NewWebsite/SecurePages/HttpProxy.ashx?url=http%3a%2f%...> 30/11/2011



Sheet 2 Join

Surveyor - Ashish Arora
Date of Survey - 05/20/10
Surveyor's No. - 51000001

PLAN OF SUBDIVISION OF LOT 11 DP 590465,
LOT 141 DP 1117780 AND LOT 1 DP 1131606

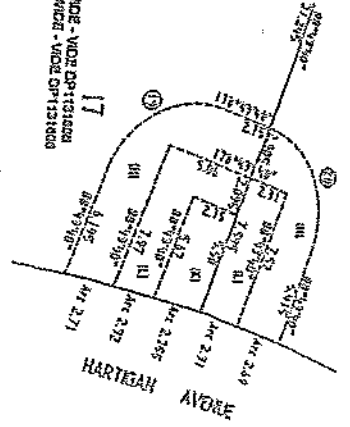
Scale - 1 / 640

21.9.2010

DP1149683 P

Lot	Area (sqm)	Area (sqft)	Area (ac)
7	703.3m ²	7833	0.20
8	704.6m ²	7647	0.20
9	706.8m ²	7668	0.20
10	706.6m ²	7666	0.20
11	718.2m ²	7771	0.21
12	706.6m ²	7666	0.20
13	706.6m ²	7666	0.20
14	706.6m ²	7666	0.20
15	706.6m ²	7666	0.20
16	706.6m ²	7666	0.20
17	732.0m ²	7921	0.21
18	704.0m ²	7631	0.20
19	708.4m ²	7674	0.20
20	704.6m ²	7647	0.20
21	702.4m ²	7591	0.20
22	702.4m ²	7591	0.20
23	702.4m ²	7591	0.20
24	702.4m ²	7591	0.20
25	702.4m ²	7591	0.20
26	702.4m ²	7591	0.20
27	705.7m ²	7651	0.20
28	703.1m ²	7603	0.20
29	447.1m ²	4821	0.12
30	555.9m ²	6001	0.15
31	774.3m ²	8401	0.22
32	1077.0m ²	11581	0.27
Total	9216.6m²	100000	2.50

DIAGRAM Scale - 1 / 200



RIGHT OF CARBIDEWAY, EASEMENT FOR SERVICES, EASEMENT FOR TRANSMISSION LINE 3 WIRE 3 VOLT DEPT 10000
EASEMENT TO DOWN WATER 4.4 FT 3 VARIABLE
RIGHT OF CARBIDEWAY & EASEMENT FOR SERVICES 4 WIRE - VIDE DP117780
RIGHT OF CARBIDEWAY & EASEMENT FOR SERVICES 4 & 3 A VARIABLE - VIDE DP1117780

DP 1135062

DP 388319

1 A

CONVERTING REGULATION DATA TO SYMBOLS AND LINES

NO	LINE	CLASS	ZONE	GROUP	ACTION	ORIGIN
1	310071416	D	5A	2		SCRS
2	310142242	D	5A	2		SCRS
3	309947500	D	5A	2		SCRS
4	311047573	D	5A	2		SCRS
5	310441739	D/A	5A	2		SCRS
6	310441739	D/A	5A	2		SCRS
7	310441739	D/A	5A	2		SCRS
8	310441739	D/A	5A	2		SCRS
9	310441739	D/A	5A	2		SCRS
10	310441739	D/A	5A	2		SCRS
11	310441739	D/A	5A	2		SCRS
12	310441739	D/A	5A	2		SCRS
13	310441739	D/A	5A	2		SCRS
14	310441739	D/A	5A	2		SCRS
15	310441739	D/A	5A	2		SCRS
16	310441739	D/A	5A	2		SCRS
17	310441739	D/A	5A	2		SCRS
18	310441739	D/A	5A	2		SCRS
19	310441739	D/A	5A	2		SCRS
20	310441739	D/A	5A	2		SCRS
21	310441739	D/A	5A	2		SCRS
22	310441739	D/A	5A	2		SCRS
23	310441739	D/A	5A	2		SCRS
24	310441739	D/A	5A	2		SCRS
25	310441739	D/A	5A	2		SCRS
26	310441739	D/A	5A	2		SCRS
27	310441739	D/A	5A	2		SCRS
28	310441739	D/A	5A	2		SCRS
29	310441739	D/A	5A	2		SCRS
30	310441739	D/A	5A	2		SCRS
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37	310441739	D/A	5A	2		SCRS
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39	310441739	D/A	5A	2		SCRS
40	310441739	D/A	5A	2		SCRS
41	310441739	D/A	5A	2		SCRS
42	310441739	D/A	5A	2		SCRS
43	310441739	D/A	5A	2		SCRS
44	310441739	D/A	5A	2		SCRS
45	310441739	D/A	5A	2		SCRS
46	310441739	D/A	5A	2		SCRS
47	310441739	D/A	5A	2		SCRS
48	310441739	D/A	5A	2		SCRS
49	310441739	D/A	5A	2		SCRS
50	310441739	D/A	5A	2		SCRS

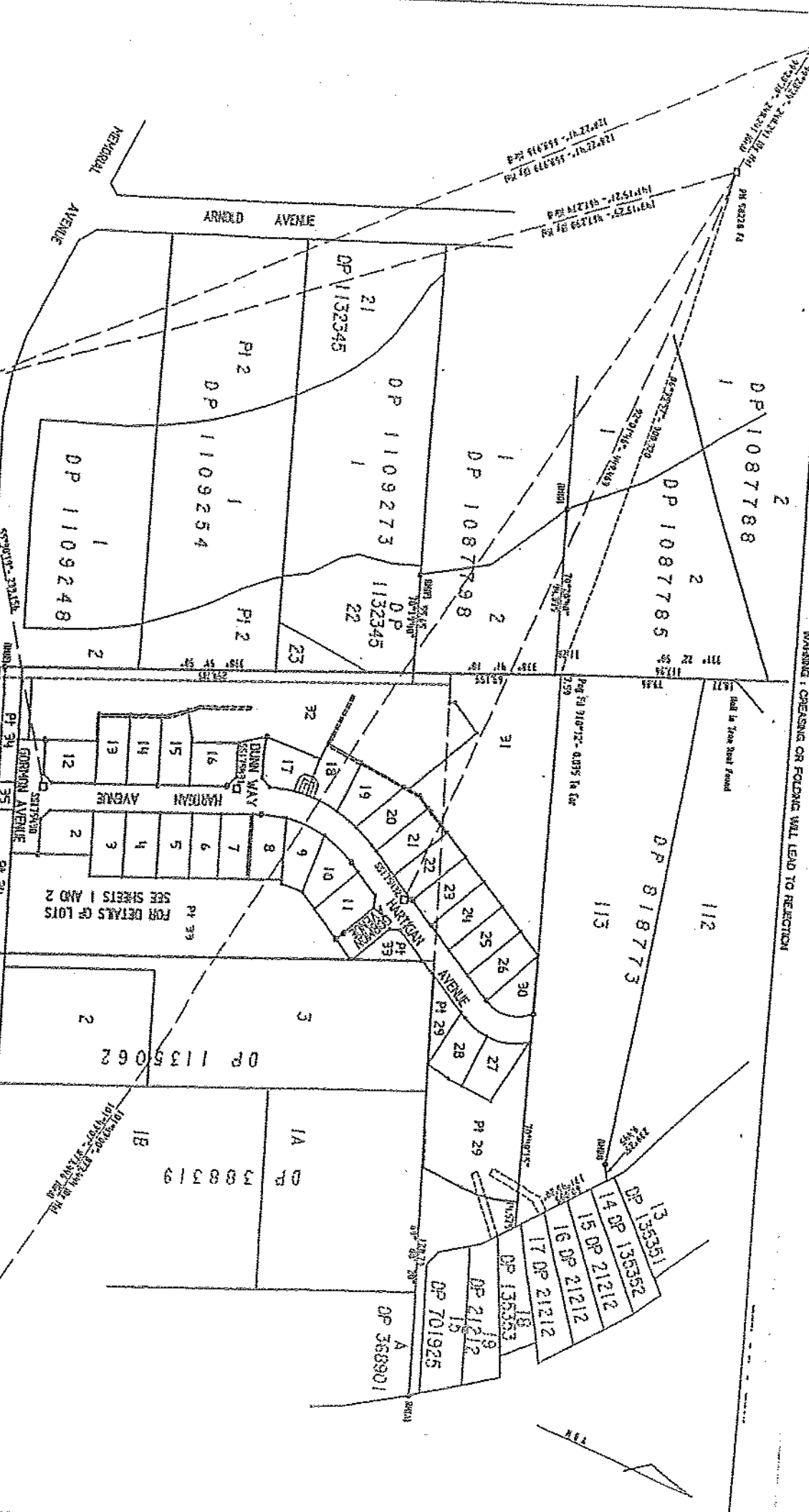
OWNER: MORTON GRANGE
 DATE OF SURVEY: 5/27/10
 SURVEYOR'S NO.: 09074/1

PLAN OF SUBDIVISION OF LOT 11 DP 590465,
 LOT 141 DP 117780 AND LOT 1 DP 1131606

LOCAL TIME RULES
 LAMBERT MERIDIAN
 QUANTITIES IN 1000'S
 LENGTHS ARE IN METERS. SCALE: 1/1500

REGISTERED
 21.0.2010

DP1149683



WARNING: CHANGING OR REMOVING WALL LEAD TO REJECTION

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



DP1149683 S

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

1. Easement for Drainage of Water 1 Wide
2. Easement for Drainage of Water 1.5 Wide
3. Right of Access over Whole of Lot
4. Right of Access 6 Wide
5. Easement for Services 6 Wide
6. Restriction on the Use of Land
7. Restriction on the Use of Land
8. Restriction on the Use of Land
9. Restriction on the Use of Land
10. Restriction on the Use of Land
11. Restriction on the Use of Land
12. Restriction on the Use of Land
13. Easement for Padmount / Electrical Substation 2.75 Wide
14. Restriction on the Use of Land (L)
15. Restriction on the Use of Land (M)
16. Restriction on the Use of Land
17. Positive Covenant

Registered:  21.9.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 11 DP 590465,
 LOT 141 DP 1117780 AND LOT 1 DP 1131606

And it is intended to release:

1. Right of Carriageway 4 wide (DP1131606)
2. Easement for Services 4 Wide (DP1131606)

LGA : THE HILLS SHIRE

Locality : KELLYVILLE

Parish : CASTLE HILL

County : CUMBERLAND

It is intended to dedicate the parts of Harigan Avenue, Dunn Way and Gormon Avenue created in the plan, to the Public as Public Road, and to dedicate Lot 35 as Temporary Road.

Surveying Regulation, 2006

Use PLAN FORM 6A
 for additional certificates, signatures, seals and statements

I, Anthon Lawrence O'Connor
 of Robert Moore and Associates Pty Ltd
 a surveyor registered under the Surveying Act, 2002, certify that the
 survey represented in this plan is accurate, has been made in
 accordance with the Surveying Regulation, 2006 and was completed
 on: 5 July 2010

Crown Lands NSW/Western Lands Office Approval

.....in approving this plan certify
 (Authorised Officer)

that all necessary approvals in regard to the allocation of the land
 shown herein have been given

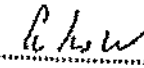
Signature:.....

Date:.....

File Number:.....

Office:.....

The survey relates to LOTS 2 TO 35 AND ROADS
 (specify the land actually surveyed or specify any land shown in the
 plan that is not the subject of the survey)

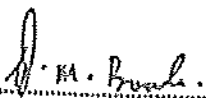
Signature  Dated: 5/7/2010
 Surveyor registered under the Surveying Act, 2002

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and
 Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
 (insert 'subdivision' or 'new road')

Datum Line : PM 58229 to PM 58205
 Type: Urban


 * Authorised Person/General Manager/Accredited Officer

Plans used in the preparation of survey

- | | |
|-----------|------------|
| DP 590465 | DP 1087798 |
| DP 701925 | DP 1117780 |
| DP 818773 | DP 1135062 |
| | DP 1131606 |

Consent Authority : THE HILLS SHIRE COUNCIL

Date of Endorsement: 01.09.10

Accreditation no:

Subdivision Certificate no: 10633

File no : 994/2008/ZA

(if insufficient space use Plan Form 6A enclosure sheet)

SURVEYOR'S REFERENCE : D30574L1

* Delete whichever is inapplicable.

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 11 DP 590465,
LOT 141 DP 1117780 AND LOT 1 DP 1131606

DP1149683

Registered:  21.9.2010

Subdivision Certificate No: 10633

Date of Endorsement: 01.09.10

A. Bellgard
DIRECTOR
BILLYARD HOMES PTY LTD
000 387 806

J. Jones
SECRETARY
BILLYARD HOMES PTY LTD

David A. Pale

Mortgages under Mortgage No. 8721766
Signed at Perth this 15th day of
September 2010 for National
Australia Bank Limited ABN 12 004 044 837
by DAVID ANDREW PALE
his duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level Three
Level Attorney
[Signature]
Witness/Bank Officer
JOANNE LESLIE WRIGHT

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 11 DP 590465,
LOT 141 DP 1117780 AND LOT 1 DP 1131606

DP1149683

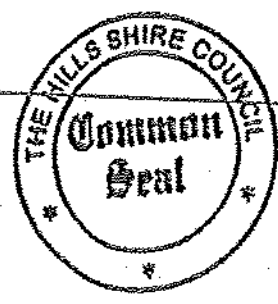
Registered:  21.9.2010

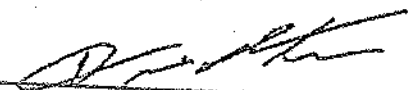
Subdivision Certificate No: 10633

Date of Endorsement: 01.09.10

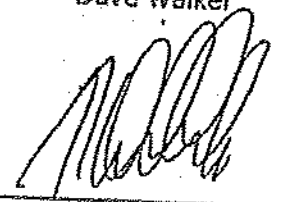
The COMMON SEAL of The Hills Shire Council was hereunto affixed on the 01 September 2010 pursuant to a Resolution passed on the 09 February 2010.

General Manager




Dave Walker

Mayor


Clr Peter Dimbrowsky

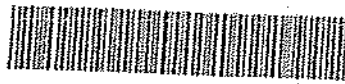




Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 1 of 11 Sheets

Plan:



DP1149683 B

Subdivision of Lot 11 DP 590465,
 Lot 141 DP 1117780 and Lot 1 DP
 1131606

Covered by Subdivision Certificate
 No. 10633
 of 01.09.10

**Full Name and Address
 of the Owners of the Land**

John Edward Baxter
 Marilyn Helena Baxter
 Billyard Homes Pty Ltd
 (ACN 000 387 806)
 PO Box 3013
 DURAL NSW 2158

Part 1 (Creation)

Number of Item Shown In The Intention Panel On The Plan	Identity of Easement, Profit à Prendre, Restriction Or Positive Covenant To Be Created And Referred To In The Plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), Road(s), Bodies or Prescribed Authorities
1.	Easement for Drainage of Water 1 Wide of	19 20 21 32	20, 21 and 22 21 and 22 22 12
2.	Easement for Drainage of Water 1.5 Wide	7 13 14 15 18 32 32	33 12 and 32 12, 13 and 32 12, 13, 14 and 32 19, 20, 21 and 22 12, 13, 14 and 15 18, 19, 20, 21 and 22
3.	Right of Access Over whole of Lot	30	The Hills Shire Council
4.	Right of Access 6 Wide	32	31
5.	Easement for Services 6 Wide	32	31
6.	Restriction on the Use of Land	2 to 28 Inclusive	The Hills Shire Council
7.	Restriction on the Use of Land	2 to 28 Inclusive	The Hills Shire Council
8.	Restriction on the Use of Land	2 to 28 Inclusive	The Hills Shire Council

Approved by
 The Hills Shire Council

Authorised Officer

Plan: **DP1149683**

Subdivision of Lot 11 DP 590465,
 Lot 141 DP 1117780 and Lot 1 DP
 1131606
 Covered by Subdivision Certificate
 No. 10633
 of 01.09.10

9.	Restriction on the Use of Land	29 to 35 Inclusive	The Hills Shire Council
10.	Restriction on the Use of Land	27	The Hills Shire Council
11.	Restriction on the Use of Land	2 to 5 Inclusive and 12 to 16 Inclusive	The Hills Shire Council
12.	Restriction on the Use of Land	2 to 28 Inclusive	The Hills Shire Council
13.	Easement for Padmount / Electrical Substation 2.75 wide	17	Integral Energy Australia
14.	Restriction on the Use of Land (L)	17 and 18	Integral Energy Australia
15.	Restriction on the Use of Land (M)	17 and 18	Integral Energy Australia
16.	Restriction of the Use of Land	Each Lot except Lots 29, 30, 31, 32, 33, 34 and 35	Every other Lot except Lots 29, 30, 31, 32, 33, 34 and 35
17.	Positive Covenant	35	The Hills Shire Council

Part 1A Release

Number of Item Shown In The Intention Panel On The Plan	Identity of Easement or Profit à Prendre To Be Created And Referred To In The Plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), Road(s), Bodies or Prescribed Authorities
1.	Right of Carriageway 4 Wide created by DP 1131606	3/1135062	1/1131606
2.	Easement for Services 4 Wide created by DP 1131606	3/1135062	1/1131606

Approved by
 The Hills Shire Council


 Authorised Officer

Plan: **DP1149683**

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117760 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
of 01.09.10

Part 2 (Terms)

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

The proprietor of the burdened lot(s) shall hereby be restricted to the following conditions as set out in The Hills Shire Council Development Control Plan 2007 Part E Section 17 – Balmoral Road Release Area

- a. Maximum filling above natural ground level; 0.5 metres
- b. Maximum cut below natural ground level; 0.5 metres
- c. Where a proposed dwelling design requires cut or fill in excess of 0.5 metres, the dwelling shall be redesigned and alternative designs, such as split level, and timber floor construction will be employed.
- d. Where site conditions warrant, Council will consider dwelling design that provide for cut in excess of 0.5 metres for the creation of a single, in-ground two car garage with maximum dimensions of 6 metres by 6 metres excluding stairway access to dwelling or storage requirements.

7. TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Residential development of the lots hereby burdened is restricted for those parts of the lot on which residential development is permitted which have a grade of 6% or greater by the requirement that the ground floor level of any part of any buildings be no more than 1 metre above the existing ground level.

8. TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No residential dwelling development on any of the lots burdened is permitted, unless it includes provision for a 9,000 litre (or larger capacity) rainwater tank, connected to the guttering.

Approved by
The Hills Shire Council


Authorised Officer

Plan: DP1149683

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
Of 01.09.10

9. TERMS OF RESTRICTION ON THE USE OF LAND NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Residential development of any of the lots hereby burdened may not take place until such lot is re-subdivided in accordance with the requirements of The Hills Shire Council.

10. TERMS OF RESTRICTION ON THE USE OF LAND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Residential development of the lot burdened shall be restricted to a use which is permissible within land zoned Residential 2(b1)

11. TERMS OF RESTRICTION ON THE USE OF LAND ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Residential development of any of the lots burdened is restricted to being undertaken only once a suitably qualified acoustic practitioner has provided a statement confirming:

- a) The proposed building design will be protected from vibration
- b) The proposed building design will ensure that the LAeq noise levels do not exceed:
 - (i) 35 dB(A) in any bedroom between the hours of 10pm and 7am
 - (ii) 40 dB(A) at any other time and in any other part of the building, other than a garage, kitchen or hallway.

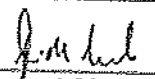
12. TERMS OF RESTRICTION ON THE USE OF LAND TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Development on any of the lots hereby burdened is restricted to being undertaken in compliance with Attachment "C" (Salinity Management Plan), to Geotechnique Pty Ltd's Salinity Assessment, Ref 11102/2 dated 21 June 2006.

These requirements include, but are not limited to:

- a) Any bored piers for house construction founded at depths greater than 2.5m from current ground levels must be designed taking into account the possible saline nature of groundwater.
- b) Ground levels immediately adjacent to masonry walls are to be kept below the damp-proof course.

Approved by
The Hills Shire Council


Authorised Officer

Plan: DP1149683

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
Of 01.09.10

-
- c) Surface water must not be permitted to pond against the walls of any structures.
 - d) Surrounding paths and ground levels must be sloped to drain water away from external walls.
 - e) Adequate drainage of downpipes must be provided to divert water away from dwellings.

13. TERMS OF EASEMENT FOR PADMOUNT / ELECTRICAL SUBSTATION 2.75 WIDE THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

As set out in the memorandum Number 9262886 registered at Land and Property Information NSW.

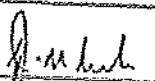
14. TERMS OF RESTRICTION ON THE USE OF LAND FOURTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- 1. No building shall be erected or permitted to remain within the restriction site unless:
 - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
 - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.

And the Owner provides the Authority Benefited with an engineer's certificate to this effect.

- 2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3. Definitions
 - 3.1 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 3.2 "erect" includes construct, install, build and maintain.
 - 3.3 "restriction site" means that part of the lot burdened subject to the restriction on the use of land up to a maximum height of 6 metres from the level of the substation footing.
 - 3.4 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure / insulation failure calculated in accordance with Australia Standard 1530.

Approved by
The Hills Shire Council


Authorised Officer

Plan: DP1149683

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
Of 01.09.10

15. TERMS OF RESTRICTION ON THE USE OF LAND FIFTEENTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site.
2. Definitions
 - 2.1 "erect" includes construct, install, build or maintain.
 - 2.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

16. TERMS OF RESTRICTION ON THE USE OF LAND SIXTEENTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN

- (a) No building shall be erected or permitted to remain on the lots hereby burdened with external walls of materials other than brick, stone, concrete, glass, timber, fibre cement, aluminium or any combination of the same provided that timber, fibre cement or aluminium shall not be used in external walls except as infill panels in conjunction with all or any of the other materials herein before specified and the proportion of timber, fibre cement or aluminium so used in relation to the total external wall area shall not exceed twenty per cent (20%) thereof; provided that nothing contained in this covenant shall be construed as to preclude or prohibit the erection of a building having the inner framework of its external walls constructed of timber and or other materials with an external or veneer face of brick.
- (b) No dwelling shall be erected or permitted to remain on the lots hereby burdened having a floor area, excluding patios and any attached garage or carport, less than 250 square metres.
- (c) That for the benefit of any adjoining lots owned by J E Baxter and MH Baxter or Billyard Homes Pty Ltd but only during the ownership thereof by J E Baxter and MH Baxter or Billyard Homes Pty Ltd, their successors and assigns other than purchasers on sale, no fence shall be erected on any lot hereby burdened to divide that lot from any adjoining lots without the consent of J E Baxter and M H Baxter or Billyard Homes Pty Ltd but such consent shall not be withheld if such fence is erected without expense to J E Baxter and M H Baxter or Billyard Homes Pty Ltd and in favour of any person dealing with the transferee from J E Baxter and M H Baxter or Billyard Homes Pty Ltd such consent shall be deemed to have been given in respect to every such fence for the time being erected.

Plan: DP1149683

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
Of 01.09.10

(d) No fence shall be erected or permitted to remain:

- i) along or within the boundary of any lot which is a common boundary with a public road so as to divide the lot from any such public road.
- (ii) along or within any boundary of any lot between a public road or pathway and the building alignment of any main building erected on the lot hereby burdened provided that J E Baxter & M H Baxter and Billyard Homes Pty Ltd shall have the right to vary this restriction on such terms and conditions as it may require by notice in writing to the owner of any lot which has two or more boundaries which adjoin or are adjacent to a public road or a public road and a pathway.

(e) No building shall be erected or allowed to remain on any lot burdened by these Restrictions on the Use of the Land unless such building has a roof comprised of tile, slate, clay or cement products or has a roof of corrugated iron, galvanised steel sheet, aluminium sheet or other surface; provided that any such iron or sheeting has a pre-finished paint surface with all trims similarly finished.

(f) No building shall be erected or permitted to remain on any lot hereby burdened with a verandah roof constructed of materials other than terracotta or concrete tiles or bullnosed shape colour bond steel.

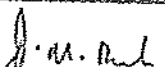
(g) No fence shall be erected on or adjacent to the boundary of any lot hereby burdened unless such fence is a lapped and capped timber fence or a fence constructed of brick; provided that this restriction shall not apply to swimming pool fencing.

(h) No trucks, vans or other vehicles exceeding 3 tonnes shall be kept, placed, maintained or allowed to be parked or situated on any lot burdened by these restrictions on the use of the land.

17. TERMS OF POSITIVE COVENANT SEVENTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Registered proprietor of the Lot hereby burdened must close and remove the temporary public road upon registration of alternate dedicated public road access to Memorial Avenue from Gormon Avenue in accordance with the requirements of Council.

Approved by
The Hills Shire Council


Authorised Officer

Plan: DP1149683

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
of 01.09.10

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENTS THIRDLY, FOURTHLY AND FIFTHLY AND THE RESTRICTIONS ON
THE USE OF LAND SIXTHLY, SEVENTHLY, EIGHTHLY, NINTHLY, TENTHLY,
ELEVENTHLY AND TWELFTHLY AND THE POSITIVE COVENANT
SEVENTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Hills Shire Council

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENT THIRTEENTHLY AND THE RESTRICTIONS ON THE USE OF LAND
FOURTEENTHLY AND FIFTEENTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN

Integral Energy Australia

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
RESTRICTION ON THE USE OF LAND SIXTEENTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN

Billyard Homes Pty Ltd and J E Baxter & M H Baxter jointly, for as long as either remains the
proprietor of one or more of the lots benefited, thereafter the proprietors of all of the lots
benefited.

Approved by
The Hills Shire Council


Authorized Officer

Plan: DP1149683

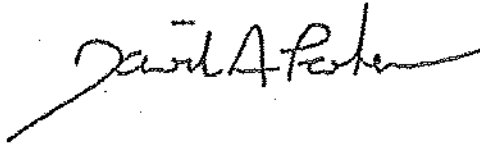
Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
Of 01.09.10

EXECUTED ON BEHALF OF
BILLYARD HOMES PTY LTD
(ACN 000 387 806)
PURSUANT TO THE AUTHORITY
CONFERRED BY SECTION 127 OF
THE CORPORATIONS ACT

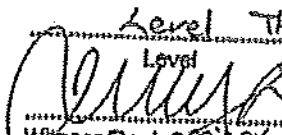
Director



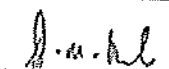
Secretary



Mortgages under Mortgage No. 8721766
Signed at ~~North Hills~~ ^{15th} day of
~~September~~ ²⁰¹⁰ for National
Australia Bank Limited ABN 12 004 044 837
by DAVID MAXWELL PARKER
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


Level Three
Level Attorney

Witness/Bank Officer
JOANNE LESLIE WRIGHT

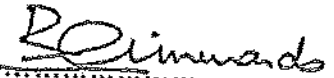
Approved by
The Hills Shire Council



Authorised Officer

Plan: DP1149683

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
Of 01.09.10

 SIGNED ON BEHALF OF INTEGRAL ENERGY AUSTRALIA
BY ITS ATTORNEY PURSUANT TO POWER OF ATTORNEY
BOOK 4446 No 846 IN THE PRESENCE OF: (ABN 59 253 130 878)
4573 297


.....
Signature of Witness


.....
Signature of Attorney
Geoffrey Riethmuller
Network Property Manager


Ray Simmonds
.....
Name of Witness

C/- Integral Energy
51 Huntingwood Drive
Huntingwood, 2148

24 March 2010
.....
Date of Execution

URS10436


Approved by
The Hills Shire Council


.....
Authorised Officer

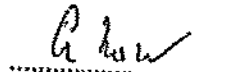
Plan: DP1149683

Subdivision of Lot 11 DP 590465,
Lot 141 DP 1117780 and Lot 1 DP
1131606
Covered by Subdivision Certificate
No. 10633
of 01.09.10

Signed in my presence by
John Edward Baxter and Marilyn Helena Baxter
Who are personally known to me


Registered Proprietor


Registered Proprietor

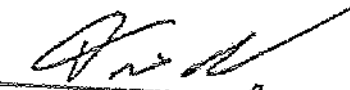

Signature of Witness

Anthony O'Connor
Registered Surveyor
27 Castle Hill Road
West Pennant Hills NSW 2125
Address and Occupation of Witness

The COMMON SEAL of The Hills Shire Council was hereunto affixed on the 01
September 2010 pursuant to a Resolution passed on the 09 February 2010.

General Manager



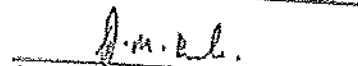

Dave Walker

Mayor


Clr Peter Dimbrowsky

030074 L1 88B Memorial Avenue Stage 1 27 August 2010

Approved by
The Hills Shire Council


Authorised Officer

REGISTERED 21.9.2010

THE HILLS SHIRE COUNCIL

129 Shooground Road, Castle Hill NSW 2154
 PO Box 75, Castle Hill NSW 2154

Telephone: 02 9643 0555 Email: council@thehills.nsw.gov.au
 Facsimile: 02 9643 0409 www.thehills.nsw.gov.au
 DX 2455 Castle Hill ABN No: 25 034 494 156

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

LEAP Searching
 DX 578
 SYDNEY

Certificate Number: **64785**
 Reference: 7059 7060 0110450 3410:22713
 Issue Date: 05-Dec-2011
 Receipt No: 3924347
 Fee Paid: \$ 53.00

ADDRESS: Lot 10 DP 1149683 Hartigan Avenue, KELLYVILLE NSW 2155
 DESCRIPTION: Lot 10 DP 1149683

The land is zoned:

Residential 2(b1) Zone

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

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, 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 Baulkham Hills Local Environmental Plan 2005, as amended applies to all land in the Shire unless otherwise stated in this certificate.

State Environmental Planning Policies

- SEPP No. 1 - Development Standards
- SEPP No. 4 - Development Without Consent And Miscellaneous Exempt And Complying Development
- SEPP No. 6 - Number Of Storeys In A Building
- SEPP No.19 - Bushland In Urban Areas
- SEPP No.21 - Caravan Parks
- SEPP No.22 - Shops And Commercial Premises
- SEPP No.30 - Intensive Agriculture
- SEPP No.32 - Urban Consolidation (Redevelopment of Urban Land)
- SEPP No.33 - Hazardous And Offensive Development
- 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 Flat Development
- SEPP No.70 - Affordable Housing (Revised Schemes)
- SEPP (Building Sustainability Index: Basix) 2004
- SEPP (Major Projects) 2005
- SEPP (Mining, Petroleum Production And Extractive Industries) 2007
- SEPP (Housing For Seniors Or People With A Disability) 2004
- SEPP (Temporary Structures And Places Of Public Entertainment) 2007
- SEPP (Infrastructure) 2007
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Repeal of REP Provisions) 2009
- SEPP (Affordable Rental Housing) 2009
- SEPP (State and Regional Development) 2011

Sydney Regional Environmental Plan No. 9 Extractive Industries (No.2) - Amendment No.1

Sydney Regional Environmental Plan No.18 (Public Transport Corridor Hoxton Park - Parramatta - Baulkham Hills)

Sydney Regional Environmental Plan No.19 (Rouse Hill Development Area)

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

- (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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Draft Local Environmental Plans**

Draft The Hills Local Environmental Plan 2010 applies to this land.

Refer Attachment 1(2)(A)

(B) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

Draft State Environmental Planning Policy (Competition).

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

Baulkham Hills Development Control Plan

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

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

2. Zoning and 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) Baulkham Hills Local Environmental Plan 2005 as amended applies to the land unless otherwise stated in this certificate and identifies the land to be:

Residential 2(b1) Zone

Draft The Hills Local Environmental Plan 2010 applies to the land unless otherwise stated in this certificate and identifies the land to be:

Zone R2 Low Density Residential

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

Refer Attachment 2(B) and 2(B1)

Also refer to the applicable instrument for provisions regarding Exempt Development

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

Refer Attachment 2(B) and 2(B1)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B) and 2(B1)

- (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?

Baulkham Hills Local Environmental Plan 2005?

YES

Clause 18A of BHLEP 2005 provides minimum land dimensions for the erection of a dwelling house on land zoned Residential 2(b1).

Draft The Hills Local Environmental Plan 2010?

NO

Any other Planning Proposal?

NO

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

Baulkham Hills Local Environmental Plan 2005?

NO

Draft The Hills Local Environmental Plan 2010?

NO

Any other Planning Proposal?

NO

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

Baulkham Hills Local Environmental Plan 2005?

NO

Draft The Hills Local Environmental Plan 2010?

NO

Any other Planning Proposal?

NO

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

Baulkham Hills Local Environmental Plan 2005?

NO

Draft The Hills Local Environmental Plan 2010?

NO

Any other Planning Proposal?

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 (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.

- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) does not apply. Refer Part 2 of this Certificate.

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Box Hill and Box Hill Industrial Precinct Plans) applies to the land unless otherwise stated in this certificate and identifies the land to be:

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Box Hill and Box Hill Industrial Precinct Plans) does not apply. Refer Part 2 of this Certificate.

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

Refer Attachment 2(B) and 2(B1)

Also refer to the applicable instrument for provisions regarding Exempt Development.

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

Refer Attachment 2(B) and 2(B1)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B) and 2(B1)

- (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?

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Box Hill and Box Hill Industrial Precinct Plans)?

NO

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Box Hill and Box Hill Industrial Precinct Plans)?

NO

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Box Hill and Box Hill Industrial Precinct Plans)?

NO

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?

NO

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Box Hill and Box Hill Industrial Precinct Plans)?

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 clause 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 clause 1.19 of that policy, the reasons why it may not be carried out under that clause.

General Housing Code

Complying development under the General Housing Code **may be** carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code **may be** carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code **may be** carried out on the land.

General Development Code

Complying development under the General Development Code **may be** carried out on the land.

General Commercial and Industrial Code

Complying development under the General Commercial and Industrial Code **may be** carried out on the land.

Subdivision Code

Complying development under the Subdivision Code **may be** carried out on the land.

Demolition Code

Complying development under the Demolition Code **may be** carried out on the land.

"Note. Clause 3 refers only to land based exclusions as listed in Section 1.19 (Land on which exempt development and complying development may not be carried out) of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 ("the SEPP"). To be complying development, the development must be complying development that meets the standards specified for that development as required by the SEPP. Please contact your accredited certifier for further information."

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 notified by the Department of Public Works and Services?

NO

4A. Certain information relating to beaches and coasts

- (1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that 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) (a) Whether the council has been notified under section 55X of the Coastal Protection Act 1979 that emergency 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

- (3) Whether the Council has been notified pursuant to the regulations under section 56B of the Coastal Protection Act 1979 that the land is allocated to a risk category coastal hazard. If a determination under this part has taken effect:
- (a) the year that the determination was made, and
- (b) the risk category to which the determination has allocated the land in relation to each coastal hazard that adversely affects, or is likely to adversely affect, the land.

NO

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

Whether the owner (or any previous owner) of the land has 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 realignment 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 the council?

a) Development Control Plan?

NO

b) Other?

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 sulphate soils or any other risk (other than flooding)?

Council's policies on hazard risk restrictions are as follows:

(i) Landslip

- a) By Baulkham Hills Local Environmental Plan 2005 zoning?

NO

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

- b) By Baulkham Hills Local Environmental Plan 2005 special provision?

NO

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

- c) By Baulkham Hills Development Control Plan provision?

NO

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

(ii) Bushfire

YES

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

Council, at its meeting of 9 April 2002, resolved to:

1. Adopt *Planning for Bushfire Protection - A Guide for Councils, Planners, Fire-Authorities, Developers and Home Owners*, as an interim policy for the management and control of development in bushfire prone areas of the Shire. This document may be viewed at the Council's Administrative Complex or purchased from Planning NSW.
2. Adopt bushfire protection mapping contained within the Baulkham Hills Bush Fire Management Committee - Bush Fire Risk Management Plan. This document can be purchased from Council's Administration Complex.

(iii) Tidal inundation

NO

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by acid sulphate soils. That question is answered in part I of council's S149(5) certificate.

(vi) Land contamination

NO

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

(vii) 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

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

- (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

Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.

(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.

Baulkham Hills Local Environmental Plan 2005?

NO

Draft The Hills Local Environmental Plan 2010?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Box Hill and Box Hill Industrial Precinct Plans)?

NO

9. **Contribution plans**

The name of each contribution plan applying to the land:

12 - BALMORAL RD EAST PRCT

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 Director-General of the Department of Environment, Climate Change and Water)?

NO

11. Bush fire prone land

Has 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 a 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 been 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 37(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

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

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

NO

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

NO

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

NO

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

NO

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

NO

Note: Whether Council has been provided with a copy of any exemption under section 23 or authorisation by the Co-ordinator General under section 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009?

NO

THE HILLS SHIRE COUNCIL

**DAVE WALKER
GENERAL MANAGER**



Per:

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

ATTACHMENT 1(2)(A)**DRAFT THE HILLS LOCAL ENVIRONMENTAL PLAN 2010**

A draft Local Environmental Plan, known as the *Draft The Hills Local Environmental Plan 2010 (Draft LEP 2010)*, has been exhibited pursuant to (former) section 66 of the Environmental Planning and Assessment Act, 1979 (the Act). The Draft LEP 2010 applies to the whole of the Shire, excluding land within the North Kellyville Precinct of the Sydney Region Growth Centre, as shown in the Land Application Map.

The new plan will supersede Baulkham Hills Local Environmental Plan 2005 and aims to make local environmental planning provisions for land in the Hills Shire in accordance with the relevant standard environmental planning instrument under section 33A of the Act. It identifies a land zone for every property and indicates permissible and prohibited land uses. It also includes maps that show zoning, minimum allotment sizes, maximum height of buildings, maximum floor space ratio, heritage items, land reserved for acquisition and local constraints.

Draft LEP 2010 and supporting documentation was on exhibition from Tuesday 29 March 2011 until Friday 13 May 2011. This certificate reflects the exhibited version of Draft LEP 2010 as certified by the Department of Planning and Infrastructure.

Please note, Council at its meeting of 23 August 2011 considered a revised Draft LEP 2010 and resolved to forward the revised Draft LEP 2010 to the Department of Planning and Infrastructure for finalisation. The revised version adopted by Council may differ from the exhibited version and can be viewed online at <http://www.thehills.nsw.gov.au/Draft-LEP-2010.html>

Should you have further enquiries please contact the Forward Planning Team or the Duty Planner on 9843 0555.

ATTACHMENT 2(B)

BAULKHAM HILLS LOCAL ENVIRONMENTAL PLAN 2005

Zone 2(b1) (Residential 2(b1) Zone)

- 1 Objective of zone**
The objectives are:
- (a) to create residential areas of predominantly single dwelling, low-density character and to maintain that character, and
 - (b) to permit the subdivision of land into residential lots of a minimum area of 700m², and
 - (c) to allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours, and
 - (d) to allow a range of developments, ancillary to residential uses, that:
 - (i) are visually integrated with development carried out on the land and in the surrounding area, and
 - (ii) serve the needs of the surrounding population without conflicting with the residential intent of the zone, and
 - (iii) do not place excessive demand on services.
- 2 Development allowed without consent**
Exempt development and development for the purpose of:
home activities; home-based child care or family day care homes.
- 3 Development allowed only with consent**
Development for the purpose of the following (which is *notifiable development*):
attached dual occupancies; detached dual occupancies; telecommunications facilities.
- Any other development not included in item 2 or 4.
- Included in this item is the following *complying development*:
additions and alterations related to an existing dwelling-house, being an addition to the ground floor only, with neither more than 0.5 metre cut nor 0.5 metre fill;
erection of single-storey dwelling-houses with neither more than 0.5 metre cut nor 0.5 metre fill.
- 4 Prohibited Development**
Development included in Schedule 3 and development for the purpose of:
apartment buildings; brothels; convenience stores; environmentally integrated housing; home industries; home occupations (sex services); office warehouses; places of assembly; sex services premises; town-houses and villas.
- 10 Notifiable development**
Unless it is also complying development, the provisions of section 79 of the Act apply to and in respect of development identified in the Table to clause 13 as *notifiable development* in the same way as those provisions apply to and in respect of designated development.

Part 3 Special Provisions

- 14 Subdivision requires consent**
Subdivision of land to which this plan applies may be carried out, but only with development consent.
- 15 Demolition requires consent**
Demolition of a building or work may be carried out on land to which this plan applies, but only with development consent, unless it is exempt development.
- 46 Infrastructure development**
- (1) Nothing in this plan restricts, prohibits, or requires the Council to obtain its own consent for development by the Council on land within any zone for the purpose of roads, cycleways, stormwater drainage, recreation areas, landscaping, gardening, bush fire hazard reduction, riverbank stabilisation or restoration, wetland protection or rehabilitation, public amenities or parking.
 - (2) A person other than the Council may, with development consent, carry out development referred to in subclause (1) on land within any zone if the development is carried out in conjunction with development for the purpose of a parking area that is ancillary to development permissible in that zone.
- 53 Development that is prohibited along classified roads**
Despite any other provision of this plan, consent must not be granted to development for the purpose of the following along a classified road:
- (a) convenience stores, service stations or shops, unless on land in Zone 3(a),
 - (b) restaurants, unless on land in Zone 1 (b), 1 (c), 2 (c) or 3 (a),
 - (c) bulky goods premises, unless on land in Zone 3 (a) or 3 (c).
 - (d) child care centres, unless on land in Zone 1 (a), 1 (b) or 1 (c).

Schedule 3 Development prohibited in certain zones

(Table to Clause 13)

Development for the purpose of:

airline terminals
amusement parks
animal boarding, breeding and training establishments
bulky goods premises
bus depots
bus stations
car repair stations
caravan parks
clubs
commercial premises
extractive industries
generating works
guest houses
helipads
heliports
hospitals
hotels
industries (other than home activities)
institutions
intensive lot feeding of livestock
junk yards
landscape supply establishments
light industries
liquid fuel depots
mines
motels
motor showrooms
motor vehicle servicing
offensive or hazardous industries
pig keeping
poultry farming
reception establishments
recreation facilities
research establishments
restaurants
retail plant nurseries
roadside stalls
road transport terminals
rural industries
rural workers' dwellings
sawmills
service stations
shop-top housing
shops
stock and sale yards
tourist facilities
transport terminals
veterinary establishments
warehouses
waste disposal
wholesale plant nurseries

ATTACHMENT 2(B1)

DRAFT THE HILLS LOCAL ENVIRONMENTAL PLAN 2010

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home business; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Roads.

Any other development not specified in item 2 and 4.

4 Prohibited

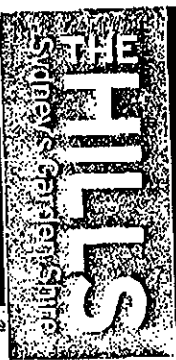
Agriculture; Air transport facilities; Amusement centres; Boat repair facilities; Boat sheds; Bulky goods premises; Business premises; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Home occupations (sex services); Industries; Industry retail outlets; Information and education facilities; Landscape and garden supplies; Marinas; Mining; Moorings; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (outdoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Retail premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Timber and building supplies; Tourist and visitor accommodation; Transport depots; Truck Depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies.

02 9651 2647

THE HILLS SHIRE COUNCIL

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PO Box 75, Castle Hill ABN No. 55 024 294 076



FINAL OCCUPATION CERTIFICATE
Issued under the Environmental Planning & Assessment Act 1979
S. 109C (1) (c) and 109H




Billyard Homes Pty Limited
PO Box 3080
DURAL NSW 2158

Issue Date: 22 March 2012

Subject Land:	Lot 10 DP 1149683 Hartigan Avenue, KELLYVILLE NSW 2155
BCA Class:	1a Dwelling, 10a Attached Garage, 10b Retaining Walls
Description of Approved Works:	A Single Storey Dwelling and Retaining Walls
Development Consent:	Reference No: 1430/2011/MD Decision Date: 3 June 2011
Construction Certificate:	Reference No: 1271/2011/ND Decision Date: 3 June 2011
Owner's Details:	Billyard Homes Pty Limited
Principal Certifying Authority:	The Hills Shire Council

Certificate The Hills Shire Council certifies the following:

- The health and safety of the occupants of the building have been taken into consideration.
- A current development consent or complying development certificate is in force for the building.
- A current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the *Building Code of Australia*.
- Where required a fire safety certificate has been issued for the building.
- Where required a report from the fire commissioner has been considered.


 Kal McRae
 Accreditation No: BPB 1506
SENIOR HEALTH & BUILDING SURVEYOR
 The Hills Shire Council