

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location print) ☒ 9 sewer lines location diagram (sewer service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract Other ☐ 61
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

**SPECIAL CONDITIONS FORMING PART OF THE CONTRACT FOR THE
SALE OF LAND 2026 EDITION**

1. The Purchaser acknowledges that he is purchasing the property including any inclusions referred to on page one of this Contract in its present condition and state of repair and subject to any defects (latent or patent) infestation and dilapidation, and as a result of his own inspection, and that the Vendor has not nor has anyone on the Vendor's behalf made any representation in respect of the same other than as set out in this agreement.
2. The Purchaser acknowledges that he does not rely on any letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.
3. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party hereto at law or in equity had this clause not been included, it is agreed that should any party prior to completion:
 - (i) die, become bankrupt or become mentally ill (as defined in the Mental Health Act) then either party may rescind this Contract by notice in writing whereupon the provisions of printed clause 19 hereof shall apply; or
 - (ii) enter into any scheme or make any assignment for the benefit of creditors or, being a company, resolve to go into liquidation or enter into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the party, then the party shall be deemed to be in default under this Contract.
4. The Purchaser shall take title subject to existing water, sewerage, drainage, gas, electricity or other installations (if any) and shall make no objection, requisition or claim for compensation if such services are joint services with any other property or properties or that such services for any other property or properties pass through the said parcel or that the sewer of the relevant authority passes through or penetrates the said parcel.
5. A Notice to Complete, served by either party on the other shall be deemed to be sufficient in time if the same requires completion within a period of not less than fourteen (14) days from the date of service. The Purchaser shall not dispute any such Notice on grounds that, if vacant possession is to be given on completion under printed clause 17 herein, the property was not vacant at the time of giving any Notice to Complete, provided that the property is vacant prior to or on the date of completion. The parties acknowledge that this special condition is an essential term of the Contract.

Should the Vendor become entitled to and serve a Notice to Complete hereunder the Purchaser will pay the Vendor on settlement the sum of \$350.00 (plus GST) by way of liquidated damages which the parties acknowledge is a reasonable figure to cover the expenses of serving the Notice.

6. The Purchaser shall not make or raise any objection, requisition, claim or demand upon the Vendor with regard to any matter of survey. However, should it be established that as at the date of this Contract the property was affected by any encroachment upon the property or any encroachment by the buildings on the property upon adjoining properties or by any non-compliance in respect of any buildings on the property with any ordinance under or provision of the Local Government Act being an encroachment or non-compliance required to be rectified by the responsible Council, then notwithstanding any other provisions contained in this Contract, either party shall be entitled to rescind this Contract and the provisions of printed clause 19 hereof shall apply. The Purchaser shall not be entitled to make any other objection, requisition, or claim for compensation in respect of such encroachment or non-compliance.
7. The Purchaser warrants that he was not introduced to the property or the Vendor by any agent or other person entitled to claim remuneration or commission other than the agent named in this Contract and the Purchaser hereby indemnifies the Vendor in respect of any such claim for remuneration or commission and in respect of all costs, fees and other expenses incidental to any such claim for remuneration or commission other than by the agent named in this Contract.
8. Notwithstanding the provisions of printed clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of printed clause 8.
9. Notwithstanding anything herein contained, if the Purchaser fails to complete this Contract in accordance with the terms hereof within the time specified on page one of this Contract, otherwise than through default of the part of the Vendor, then the Purchaser shall pay on completion in addition to the balance of the purchase monies and any other monies payable hereunder pay interest on the balance of the purchase monies at the rate of eight percent (8%) per annum calculated on a daily basis from the due date for completion to the actual date of completion.
10. In the event that a swimming pool exists upon the property hereby sold the Purchaser shall accept such swimming pool and surrounds and fencing, if any, in its present state and will make no objection, requisition or claim for compensation in relation thereto and in particular should the Purchaser require or any competent authority issue any notice requiring the erection of a swimming pool fence, such fence shall be erected by the Purchaser at the Purchaser's expense.
11. The deposit specified on page one of this Contract shall be released if required for the Vendors use as deposit on his purchase providing such deposit shall only be paid into the trust account of a licensed agent/solicitor and providing that such deposit shall not be further released without the Purchaser's express consent.
12. The purchaser warrants that it is not a "foreign person" as defined under the provisions of the Foreign Acquisitions and Takeovers Act 1975 or in the alternative, it has obtained the approval of the Treasurer to effect the purchase of the subject property and the settlement of this transaction shall not be delayed in anyway in this regard. The purchaser acknowledges that but for this warranty, the vendors would not have entered into this agreement and it indemnifies the vendors against all action, suits and claims and will pay to the vendors all losses and damages suffered as a result of the breach of this warranty by the purchaser.

13. In the event it is agreed that the deposit paid at the date of this Contract is less than ten percent (10%) of the purchase price, the purchaser shall pay to the vendor upon completion or upon demand from the vendor or the vendor's solicitors, which demand may only be given in the event that the purchaser has defaulted in the observance or performance of any obligation imposed on him under or by virtue of this Contract within the meaning of printed clause 9 hereof, an amount as a further deposit which, when added to the amount paid at the date of this Contract will add up to an amount equal to ten percent (10%) of the purchase price.
14. In the event that the subject property is zoned for residential purposes, or is used predominantly for residential purposes, then the purchaser hereby warrants at the time of entering into this Contract that the purchaser does not have any intention to change the use of the property. Should the vendor incur any Goods & Services Tax (GST) liability arising out of a change of use of the property by the purchaser then the purchaser shall indemnify the vendor in relation to the amount of such liability together with any interest, fines, costs and expenses incurred by the vendor in connection with the change of use and imposition of such GST liability. This clause shall not merge on settlement but continue for the benefit of the vendor.
15. In the event the purchaser requires finance then the purchaser expressly acknowledges and represents to the vendor that: -
 - 15.1. prior to the exchange of this Contract the purchaser has obtained approval for such financial assistance or loans as he may need to complete this Contract.
 - 15.2. such financial assistance or loans are on reasonable terms and satisfactory to the purchaser; and
 - 15.3. the purchaser acknowledges that the vendor is entering into this Contract with the purchaser and is relying upon this representation in order to enter into binding contractual and/or financial obligations (including but not limited to a Contract for the purchase of real estate) after the exchange of this Contract and prior to its completion.
16. 16.1 Despite anything contained in this Contract or any rule of law to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the property nor make application for or do anything towards obtaining a building certificate under Section the Environmental Planning and Assessment Act, 1979 (the "Building Certificate").
 - 16.2 If the Purchaser desires to obtain a Building Certificate, the Purchaser will apply for it at the Purchaser's expense.

- 16.3 Should the Purchaser become entitled to rescind this Contract for breach of the warranty in clause 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulations 1995, the vendor is also entitled to rescind the Contract provided such right is exercised before the Purchaser has served its notice of rescission. In the event of rescission by the Vendor in accordance with this clause the provisions of printed clause 19 of this Contract will app



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 716/1034497

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2026	10:55 AM	9	17/7/2024

LAND

LOT 716 IN DEPOSITED PLAN 1034497
AT KELLYVILLE
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1034497

FIRST SCHEDULE

BENITA LEVENE (T AU253112)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP873271 RIGHT OF CARRIAGEWAY 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1034497 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1034497 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 4.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1034497 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1034497 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1034497 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 DP1034497 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda0248000

PRINTED ON 28/5/2026

* 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. Dye & Durham 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. Note: Information contained in this document is provided by Dye & Durham Solutions Pty Ltd, ABN 35 099 032 596, www.dyedurham.com.au an approved NSW Information Broker.



THE HILLS
Sydney's Garden Shire

THE HILLS SHIRE COUNCIL
3 Columbia Court, Norwest NSW 2153
PO Box 7064, Norwest 2153
ABN 25 034 494 656 | DX 9966 Norwest

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **141923**
Reference: LEVENE - 3743:304082
Issue Date: 22 May 2026
Receipt No: 8183606
Fee Paid: \$ 71.00

ADDRESS: 28 Drysdale Circuit, BEAUMONT HILLS NSW 2155
DESCRIPTION: Lot 716 DP 1034497

The land is zoned:

Zone R3 Medium Density Residential

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

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

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

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

1 Names of relevant planning instruments and development control plans

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

Local Environmental Plans

The Hills Local Environmental Plan 2019

State Environmental Planning Policies

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

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

Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

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

SEPP No.65 - Design Quality Of Residential Apartment Development

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

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

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

SEPP (Exempt and Complying Development Codes) 2008

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

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

SEPP (Precincts – Western Parkland City) 2021 – Including but not limited to
Chapter 4 Western Sydney Aerotropolis

SEPP (Housing) 2021

SEPP (Sustainable Buildings) 2022

Development Control Plans

The Hills Development Control Plan 2012

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

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

Proposed Local Environmental Plans

No Proposed Local Environmental Plans apply to this land.

Proposed State Environmental Planning Policies

No Proposed State Environmental Planning Policies apply to the land.

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

Proposed Development Control Plans

No Proposed Development Control Plans apply to the land.

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

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

(4) In this section—

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

2 Zoning and land use under relevant planning instruments

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

- (a) the identity of the zone, whether by reference to—
 - (i) a name, such as "Residential Zone" or "Heritage Area", or

(ii) a number, such as "Zone No 2 (a)",

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

Zone R3 Medium Density Residential

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

Refer Attachment 2(b)

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

NO

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

The Hills Local Environmental Plan 2019?

YES

Clause 4.1B of The Hills Local Environmental Plan 2019 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

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

NO

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

NO

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

NO

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

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

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

NO

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

NO

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

NO

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

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

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

NO

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

NO

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

NO

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

NO

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

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

NO

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

NO

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

NO

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

NO

3 Contributions

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

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

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

(a) the name of the region, and

The Greater Sydney Region

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

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

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

NO

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

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

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

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

4 Complying development

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

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

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

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

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

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

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

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

Housing Alterations Code and General Development Code

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

Industrial and Business Buildings Code

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

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

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

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

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

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

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—
 - (a) an affected building notice is in force in relation to the land,
NO
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with,
NO
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
NO

- (2) In this section—
affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.
building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

7 Land reserved for acquisition

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy?

NO

Any proposed State Environmental Planning Policy?

NO

8 Road widening and road realignment

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

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

NO

(b) an environmental planning instrument, or

NO

(c) a resolution of the council.

NO

9 Flood related development controls

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

NO

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

NO

(3) In this section—

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

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

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

10 Council and other public authority policies on hazard risk restrictions

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

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

i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

NO

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

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

NO

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

c) By The Hills Development Control Plan 2012 provision?

NO

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

ii. Bushfire

YES

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

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

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

iii. Tidal Inundation

NO

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

iv. Subsidence

NO

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

v. Acid sulfate soils

NO

vi. Contamination

NO

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

vii. Aircraft noise

NO

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

viii. Salinity

NO

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

ix. Coastal hazards

NO

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

x. Sea level rise

NO

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

xi. Any other risk, other than flooding

NO

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

11 Bush fire prone land

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

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

NO

None of the land is bushfire prone land.

12 Loose-fill asbestos insulation

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

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

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

13 Mine subsidence

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

NO

14 Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that—

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

15 Property vegetation plans

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

NO

16 Biodiversity stewardship sites

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

NO

Note—

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

17 Biodiversity certified land

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

NO

Note—

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

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

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

NO

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

(1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual

charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

NO

(2) In this section—

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

Note—

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

20 Western Sydney Aerotropolis

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

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

NO

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

NO

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

NO

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

NO

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

NO

21 Development consent conditions for seniors housing

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

NO

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

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

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

NO

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

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

NO

(4) In this section—

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

23 Water or sewerage services

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

NO

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

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

NO

25 Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

NO

Clause 59(2) Contaminated Land Management Act 1997

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

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

NO

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

NO

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

NO

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

NO

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

NO

Note—

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

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per:



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

ATTACHMENT 2(b)**Zone R3 Medium Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage medium density residential development in locations that are close to population centres and public transport routes.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

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

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

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

DP1034497

Registered 28.2.2002

Not a final 2 of 2 pages

28/2/2002

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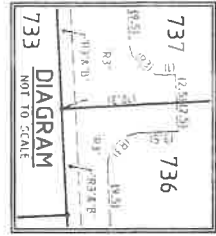
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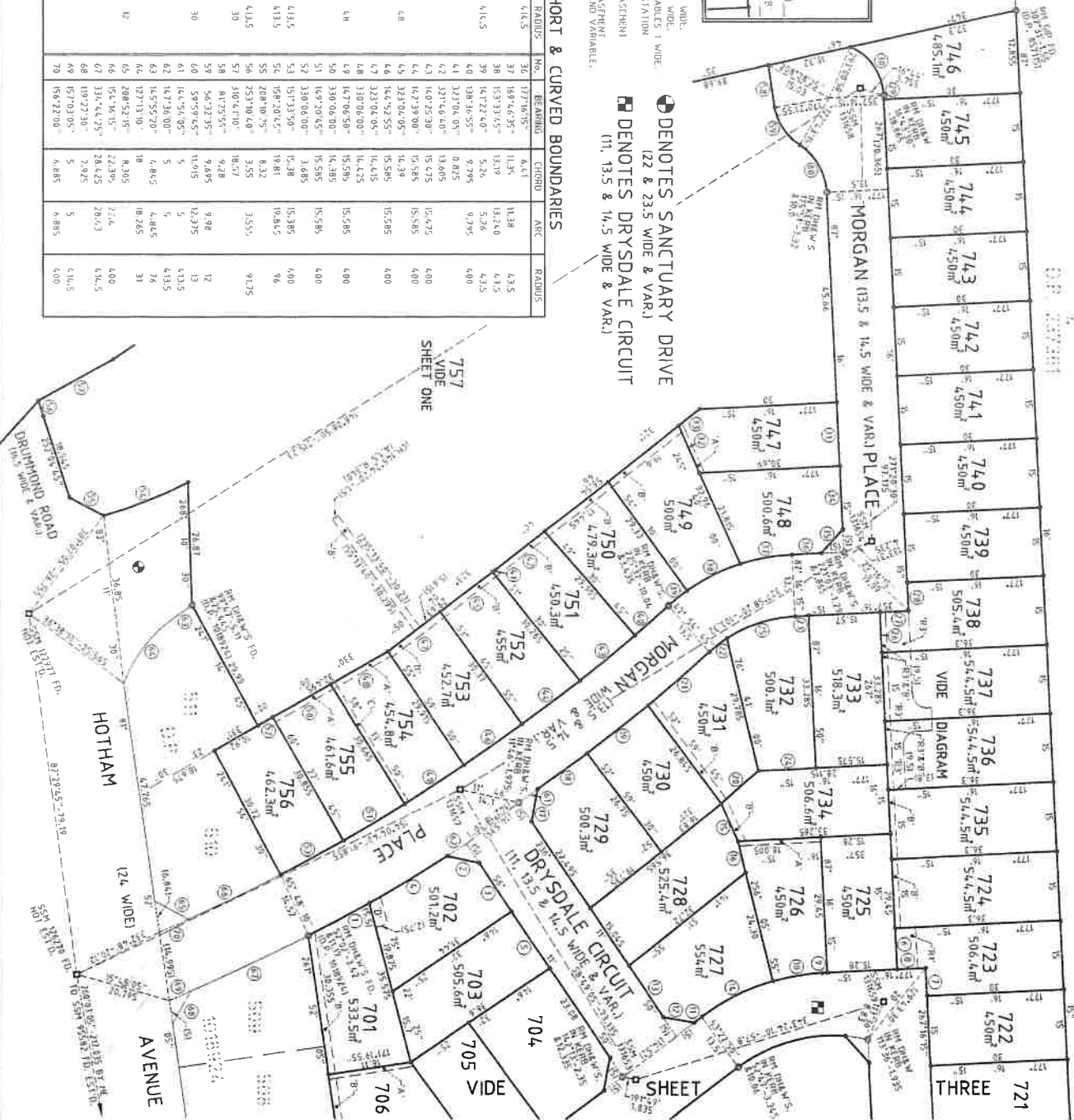


- A: EASEMENT TO DRAIN WATER 12 WIDE.
- B: EASEMENT TO DRAIN WATER 12 WIDE.
- C: EASEMENT FOR UNDERGROUND CABLES 1 WIDE.
- D: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- E: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- F: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- G: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- H: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- I: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- J: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- K: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- L: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- M: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- N: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- O: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- P: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- Q: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- R: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- S: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- T: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- U: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- V: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- W: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- X: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- Y: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.
- Z: EASEMENT FOR FOOTPATH SUBSTATION 2.5 WIDE.

● DENOTES SANCTUARY DRIVE (22 & 23.5 WIDE & VAR.)
■ DENOTES DRYSDALE CIRCUIT (11, 13.5 & 14.5 WIDE & VAR.)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	331°42'00"	15.1	15.1	416.5	36	177°16'55"	4.4	11.38	4.3
2	331°42'00"	15.1	15.1	416.5	37	169°46'35"	11.35	11.38	4.3
3	331°42'00"	15.1	15.1	416.5	38	159°33'45"	13.19	13.26	4.3
4	331°42'00"	15.1	15.1	416.5	39	147°22'40"	5.26	5.26	4.3
5	331°42'00"	15.1	15.1	416.5	40	134°34'55"	9.795	9.795	4.3
6	331°42'00"	15.1	15.1	416.5	41	121°04'05"	0.825	0.825	4.3
7	331°42'00"	15.1	15.1	416.5	42	107°16'05"	13.605	13.605	4.3
8	331°42'00"	15.1	15.1	416.5	43	92°59'30"	15.475	15.475	4.3
9	331°42'00"	15.1	15.1	416.5	44	77°29'00"	15.585	15.585	4.3
10	331°42'00"	15.1	15.1	416.5	45	61°29'00"	15.585	15.585	4.3
11	331°42'00"	15.1	15.1	416.5	46	44°52'55"	15.585	15.585	4.3
12	331°42'00"	15.1	15.1	416.5	47	28°04'05"	15.585	15.585	4.3
13	331°42'00"	15.1	15.1	416.5	48	11°04'05"	15.585	15.585	4.3
14	331°42'00"	15.1	15.1	416.5	49	0°04'05"	15.585	15.585	4.3
15	331°42'00"	15.1	15.1	416.5	50	330°06'00"	15.585	15.585	4.3
16	331°42'00"	15.1	15.1	416.5	51	319°06'00"	15.585	15.585	4.3
17	331°42'00"	15.1	15.1	416.5	52	308°06'00"	15.585	15.585	4.3
18	331°42'00"	15.1	15.1	416.5	53	297°06'00"	15.585	15.585	4.3
19	331°42'00"	15.1	15.1	416.5	54	286°06'00"	15.585	15.585	4.3
20	331°42'00"	15.1	15.1	416.5	55	275°06'00"	15.585	15.585	4.3
21	331°42'00"	15.1	15.1	416.5	56	264°06'00"	15.585	15.585	4.3
22	331°42'00"	15.1	15.1	416.5	57	253°06'00"	15.585	15.585	4.3
23	331°42'00"	15.1	15.1	416.5	58	242°06'00"	15.585	15.585	4.3
24	331°42'00"	15.1	15.1	416.5	59	231°06'00"	15.585	15.585	4.3
25	331°42'00"	15.1	15.1	416.5	60	220°06'00"	15.585	15.585	4.3
26	331°42'00"	15.1	15.1	416.5	61	209°06'00"	15.585	15.585	4.3
27	331°42'00"	15.1	15.1	416.5	62	198°06'00"	15.585	15.585	4.3
28	331°42'00"	15.1	15.1	416.5	63	187°06'00"	15.585	15.585	4.3
29	331°42'00"	15.1	15.1	416.5	64	176°06'00"	15.585	15.585	4.3
30	331°42'00"	15.1	15.1	416.5	65	165°06'00"	15.585	15.585	4.3
31	331°42'00"	15.1	15.1	416.5	66	154°06'00"	15.585	15.585	4.3
32	331°42'00"	15.1	15.1	416.5	67	143°06'00"	15.585	15.585	4.3
33	331°42'00"	15.1	15.1	416.5	68	132°06'00"	15.585	15.585	4.3
34	331°42'00"	15.1	15.1	416.5	69	121°06'00"	15.585	15.585	4.3
35	331°42'00"	15.1	15.1	416.5	70	110°06'00"	15.585	15.585	4.3



Plan Drawing only to appear in this space

Surveyor's Reference 4/245/71A

Reduction Ratio 1:100

IT IS INTENDED TO DEDICATE MORGAN PLACE (13.5, 14.5 WIDE AND VARIABLE), DRYSDALE CIRCUIT (11, 13.5 & 14.5 WIDE AND VARIABLE) AND HOTHAM AVENUE (24 WIDE) TO THE PUBLIC AS ROADS. IT IS INTENDED TO CREATE LOT 759 AS PUBLIC RESERVE.

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

(Sheet 1 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 1

1. Identity of Easement
Firstly referred to in
abovementioned plan

Easement to Drain Water 1.2 Wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

706
714
717
726
747
754
755

Lots, Name of Road, or Authority, Benefited

705
713 and 715
716
725
748
755 and 756
756

2. Identity of Easement
Secondly referred to in
abovementioned plan

Easement to Drain Water 1.5 Wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

701
706
707
708
709
710
711

Lots, Name of Road, or Authority, Benefited

705 to 715 inclusive
707 to 715 inclusive
708 to 715 inclusive
709 to 715 inclusive
710 to 715 inclusive
711 to 715 inclusive
712 to 715 inclusive

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T.N *9/8* *1/2*

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

(Sheet 2 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
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157 Liverpool Street
SYDNEY NSW 2000

PART 1

712	713 to 715 inclusive
724	723
731	725, 726 and 734
734	725 and 726
735	723 and 724
736	723, 724 and 735
737	723, 724, 735 and 736
738	723, 724 and 735 to 737 inclusive
749	747 and 748
750	747 to 749 inclusive
751	747 to 750 inclusive
752	747 to 751 inclusive
753	747 to 752 inclusive and 754 to 756 inclusive
757	747 to 756 inclusive

3. Identity of Restriction
Thirdly referred to in
abovementioned plan

Right of Carriageway and Easement for Services 4.5 wide

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
717	716
723	724

4. Identity of Restriction
Fourthly referred to in
abovementioned plan

Right of Carriageway and Easement for Services 6 wide

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
713	714 and 715
714	715

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

(Sheet 3 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
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Full Name and Address of
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157 Liverpool Street
SYDNEY NSW 2000

PART 1

5. Identity of Restriction
Fifthly referred to in
abovementioned plan

Right of Carriageway and Easement for
Services 3.8 & 6.3 wide and variable

SCHEDULE OF LOTS AFFECTED

Lots Burdened

736
737
738

Lots, Name of Road, or Authority, Benefited

735
735 and 736
735 to 737 inclusive

6. Identity of Easement
Sixthly referred to in
abovementioned plan

Easement for Underground Cables 1 Wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

754
759

Lots, Name of Road, or Authority, Benefited

Integral Energy Australia
Integral Energy Australia

7. Identity of Easement
Seventhly referred to in
abovementioned plan

Easement for Padmount Substation 2.75 Wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

702

Lots, Name of Road, or Authority, Benefited

Integral Energy Australia

P¹¹ M¹⁰²
T.N. 9/8 LB

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

(Sheet 4 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 1

8. Identity of Restriction
Eighthly Referred to in
abovementioned plan

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, Name of Road, or Authority, Benefited

Every Lot

The Council of the Shire of Baulkham Hills

9. Identity of Restriction
Ninthly referred to in
abovementioned plan

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, Name of Road, or Authority, Benefited

713 to 717 inclusive

The Council of the Shire of Baulkham Hills

10. Identity of Restriction
Tenthly referred to in
abovementioned plan

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, Name of Road, or Authority, Benefited

713 to 717 inclusive

The Council of the Shire of Baulkham Hills

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i.N. 9/8 153

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

(Sheet 5 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
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Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 1

11. Identity of Restriction
Eleventhly referred to in
abovementioned plan

Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, Name of Road, or Authority, Benefited

Every Lot

Every other Lot or any of them

12. Identity of Restriction
Twelfthly referred to in
abovementioned plan

Right of Carriageway and Easement for Services 5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, Name of Road, or Authority, Benefited

Lot 547 in DP1018924

Lot 60 in DP1004614

PART 1A

1. Identity of Easement
to be released Firstly
referred to in
Abovementioned plan:

Right of Carriageway 5 wide – vide D.P. 1018924

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots, Name of Road, or Authority, Benefited

Lot 546 in D.P. 1018924

Lot 60 in D.P. 1004614

MCA
T.J. 9/8 1/3

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

(Sheet 6 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

1. Name of Authority Whose Consent is Required to Release Vary or Modify Easement to Drain Water 1.2 Wide Firstly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

2. Name of Authority Whose Consent is Required to Release Vary or Modify Easement to Drain Water 1.5 Wide Secondly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

3. Name of Authority Whose Consent is Required to Release Vary or Modify Easement for Right of Carriageway and Easement for Services 4.5 Wide Thirdly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

4. Name of Authority Whose Consent is Required to Release Vary or Modify Easement for Right of Carriageway and Easement for Services 6 Wide Fourthly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

5. Name of Authority Whose Consent is Required to Release Vary or Modify Easement for Right of Carriageway and Easement for Services 3.8 and 6.3 Wide Fifthly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

6. Terms of Easement for Underground Cables 1 Wide Sixthly Referred to in Abovementioned Plan:

The terms of the easement for Underground Cables set out in Memorandum Number 3021851 are incorporated in this document.

Name of Authority Whose Consent is Required to Release Vary or Modify Easement for Underground Cables 1 Wide Sixthly Referred to in abovementioned Plan:

Integral Energy Australia

M.C.
1.N. 98 153

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

(Sheet 7 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

7. Terms of Easement for Padmount Substation 2.75 Wide Seventhly Referred to in Abovementioned Plan:

The terms of the easement for Padmount Substation set out in Memorandum Number 3021852 are incorporated in this document.

Name of Authority Whose Consent is Required to Release Vary or Modify Easement for Padmount Substation 2.75 Wide Seventhly Referred to in Abovementioned Plan:

Integral Energy Australia

8. Terms of Restriction on the Use of the Land Eighthly Referred to in Abovementioned Plan:

No works shall be permitted on the lots hereby burdened that results in cut or fill operations on all residential allotments to provide for a maximum of 1 (one) metre cut or 600mm fill from the existing natural surface level without the prior consent in writing of the Council of the Shire of Baulkham Hills.

Name of Authority Whose Consent is Required to Release Vary or Modify Restriction on the Use of Land Eighthly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

9. Terms of Restriction on the Use of the Land Ninthly Referred to in Abovementioned Plan:

No vehicular access shall be permitted from the lots hereby burdened that results in access to the Parkway without the prior consent in writing of the Council of the Shire of Baulkham Hills.

Name of Authority Whose Consent is Required to Release Vary or Modify Restriction on the Use of Land Ninthly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

10. Terms of Restriction on the Use of the Land Tenthly Referred to in Abovementioned Plan:

No dwelling shall be permitted to be constructed on the lots hereby burdened that are greater than a single storey.

Name of Authority Whose Consent is Required to Release Vary or Modify Restriction on the Use of Land Tenthly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

T.N ^{PA} 98 ^{MO} 153

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

(Sheet 8 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

11. Terms of Restriction on the Use of Land Eleventhly Referred to in Abovementioned Plan:

1. In these restrictions on the use of the land eleventhly referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say:-

"Dwelling" means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

"Dwelling-house" means a single building containing one but not more than one Dwelling

"Living Area" means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

- (i) all that floor area or those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house EXCEPT in the situation where any external wall of any Dwelling is a common wall with another Dwelling in which case the middle of any such common wall shall be deemed to be the external face thereof; but
- (ii) shall exclude the floor area of:-
- (a) any patio, terrace and/or verandah (whether covered or uncovered); and/or
 - (b) any garage; and/or
 - (c) any carport.

"The Local Council"
"Minimum Building Area"

means the Council of the Shire of Baulkham Hills.
means one hundred and thirty five square metres (135m²) for lots
705
708 to 712 inclusive
716
718 to 722 inclusive
723 to 726 inclusive
729 to 732 inclusive
739 to 756 inclusive

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

(Sheet 9 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

means one hundred and sixty square metres (160m²) for lots
701 to 704 inclusive,
707
713 to 715 inclusive,
727 and 728 inclusive,
733 to 738 inclusive,

means two hundred square metres (200m²) for lots

706 and 717

"the Prohibited Area"

means:-

- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts but shall not include any area which is not visible from any public road and/or place; and
- (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.

"Prohibited Item"

means any plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall not include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.

"Regulation Fence"

means a fence which:-

- (i) is no greater than one point eight metres (1.8m) in height; and
- (ii) is constructed of:-
 - (a) brick; or
 - (b) masonry; or
 - (c) lapped and capped stained timber; or
 - (d) lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine");

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

(Sheet 10 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
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Certified by Council Clerk's Certificate No. 9628

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A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

or

- (e) brushwood; or
- (f) chain wire; or
- (g) concrete bricks and concrete blocks which have been either;

- (aa) cement rendered and painted; or
- (bb) coated with cement using the
process commonly known
as "bagging" and painted; or
- (cc) area coated using the product
known as "Granatex" or
"Granosite" or any other similar
product in the manner
recommended by the manufacturer
of the product used; or
- (h) such other material as may be approved by Stockland which
approval and/or approvals may be given or withheld by
Stockland in its absolute discretion.

"Regulation Fencing Area"

means that part of the lot which is behind the front elevation of the
main building erected on that lot which front elevation shall be
determined by Stockland in its sole and absolute discretion

"Stockland"

means Stockland (Constructors) Pty. Limited

"Texture Coated Material"

means fibre cement sheeting with recessed edges

- (i) which is attached to the frame of the building in such a
manner that all joints between the sheets of fibre cement are
concealed including but without limiting the generality
thereof all joints on any corner of the building; and
- (ii) which is attached to the frame of the building in such a
manner that all materials used in the fixing of such sheets
are concealed including but without limiting the generality
thereof all nails and screws; and
- (iii) which is coated with a texture roll or trowel on finish based
on acrylic, with the ultimate or final colour added, together
with a system of reinforcing joints to obtain a monolithic
appearance.

2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the Minimum Building Area.

Handwritten signature: A. T. N. 98 103

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

(Sheet 11 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
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Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.
4. Not more than one (1) Dwelling-house shall be erected on the lot burdened.
5. No building containing a Dwelling shall be erected or permitted to remain on the lot burdened unless:-
 - (i) the external walls thereof are constructed of:-
 - (a) bricks which shall include bricks that have been rendered and/or painted; or
 - (b) stone which shall include stone that has been rendered and/or painted; or
 - (c) brick and/or stone that has been coated with the materials known as "Granosite" or "Granotex" or other similar coating; or
 - (d) glass; or
 - (e) Texture Coated Material; or
 - (f) fibre cement sheeting; or
 - (g) timber; or
 - (h) concrete; or
 - (i) aluminium; or
 - (j) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (k) any combination of the materials referred to in sub-clauses (a) to (j) inclusive immediately above referred to in this restriction.

AND

- (ii) the design thereof and the materials to be used in the external facades thereof shall have been approved in writing by Stockland prior to the erection thereof, which approval may be given or withheld by Stockland in its absolute discretion.
- Notwithstanding anything to the contrary expressed or implied elsewhere in this restriction, any approval required to be given pursuant to subclause (ii) of this Restriction shall be deemed to have been given by Stockland in respect of any building the construction of which did or does commence after the date which is five (5) years after the date upon which the plan is registered pursuant to which this restriction was created.
6. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of:-
 - (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material; or
 - (ii) timber; or
 - (iii) concrete; or
 - (iv) aluminium; or

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1/14 T.N. 7/8 W3

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

(Sheet 12 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
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Certified by Council Clerk's Certificate No. 9628

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Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

- (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
7. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than:-
- (i) terra cotta roof tiles; or
 - (ii) concrete roof tiles; or
 - (iii) timber shingles; or
 - (iv) slate; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
8. No fence shall be erected or permitted to remain on the lot burdened other than a Regulation Fence which is erected within the Regulation Fencing Area of the lot burdened.
9. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
10. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
11. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
12. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
13. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
14. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
15. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
16. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-

MCE
PA T.N. 98 L3

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

(Sheet 13 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

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Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

- (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
17. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
18. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
- (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
20. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
21. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (i) not visible from any public road and/or place; or
 - (ii) is screened from any public road and/or place in a manner approved by Stockland.
22. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
23. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
24. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
25. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
- (i) not visible from any public road or place; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
26. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.

Handwritten signatures and initials:
TN, ma, 98, LB

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

(Sheet 14 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
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Certified by Council Clerk's Certificate No. 9628

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proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

PART 2

27. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
- (i) that building or those buildings are not visible from any public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
 - (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
28. No Child Care Centre shall be erected or permitted to remain on the lot burdened.
29. For a period of five (5) years following the date of registration of the plan no dwelling may be erected or commenced nor permitted to remain on any lot burdened unless the plans, elevations and a schedule of external materials and fences have been submitted to and approved in writing by Stockland (Constructors) Pty Limited approval by Stockland (Constructors) Pty Limited must be obtained before application is made to any other relevant authority.

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.

12. Name of Authority Whose Consent is Required to Release Vary or Modify Easement for Right of Carriageway and Easement for Services 5 Wide Twelfthly Referred to in Abovementioned Plan:

The Council of the Shire of Baulkham Hills

MA T.N. 9/8 103

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

(Sheet 15 of 15 Sheets)

DP1034497

Subdivision of Lot 546 in Deposited Plan No.1018924
and Right of Carriageway 5 wide over Lot 547 Deposited
Plan No. 1018924
Certified by Council Clerk's Certificate No. 9628

Full Name and Address of
proprietors of the Land:

Stockland (Constructors) Pty. Limited
A.C.N. 000 064 835
157 Liverpool Street
SYDNEY NSW 2000

SIGNATURES

THE COMMON SEAL OF STOCKLAND (CONSTRUCTORS)
PTY. LIMITED A.C.N. 000 064 835 was hereunto affixed by
authority of the Board in the presence of



Philip H. H. H.

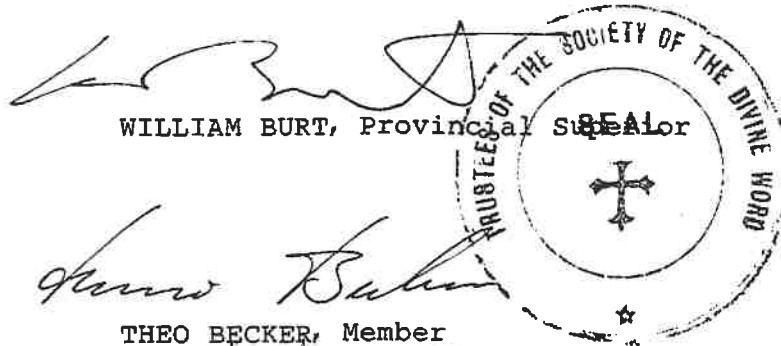
Secretary

Director

M. J. Quinn

PHILLIP ALLAN HEPBURN

MATTHEW JAMES QUINN



William Burt
WILLIAM BURT, Provincial Superior

Theo Becker
THEO BECKER, Member

Timothy Norton
TIMOTHY NORTON, Member



STRAIGHT, SCALE AND STATEMENTS of intention to create public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements.

Plan Drawing only to appear in this space

31

1:50

OFFICE USE ONLY

DP 87271

Regulation 27-11-1997

C.A. No. 8470 of 18-8-1997

The System TORRENS

Purpose SUBDIVISION

Ref: U9167-5 & 8

Land Plan DP857115 DP857969

PLAN OF SUBDIVISION OF

LOTS 1001 & 1002

IN D.P. 857115 AND

LOT 145 IN D.P. 857969

L.A. BAUKHAM HILLS

Locality KELLYVILLE

Precinct CASTLE HILL

County CUMBERLAND

This is sheet 1 of my plan in 2 sheets.

(Delete if inoperative)

ANTHONY G. KELLY

DAVID JOHN WATERS & ASSOCIATES

1/111 RIVERVIEW ROAD BLACKTOWN

A surveyor registered under the Surveyors Act, 1920, hereby

certifies that the survey represented in this plan is accurate, has

been made in accordance with the Surveyors Act, 1920, and

has been completed on 11TH APRIL 1997

ZONE:

SUBURBAN/RESIDENTIAL

(Signature) *Y. Williams*

Surveyor registered under

the Surveyors Act 1920

Plans used in preparation of Survey/Completion:

D.P. 857115 D.P. 833071 D.P. 866318

D.P. 857969 D.P. 12822 D.P. 830773

D.P. 266308 D.P. 794040 D.P. 237361

D.P. 827511 D.P. 586866

D.P. 108345 D.P. 78832

PARTIAL FOR USE ONLY for statements of

intention to create public roads or to create

public reserves, drainage reserves, easements,

restrictions on the use of land or positive

P.M. CONNECTIONS TABLE

SSM 54895-SSM 57207	119°34'24"	827.848 CO-ORDS
(X-Y)	827.859 SURVEY(1997)	
SSM 54895-SSM 74355	50°55'49"	697.733 CO-ORDS
	50°55'46"	697.733 SURVEY(1997)
PM 74355-SSM 74390	342°37'30"	897.055 SURVEY(1997)
	342°37'30"	897.055 SURVEY(1997)

MARK	BEARING	DIST	ACC.
SSM 57207	128°58'33"	128.643	561
SSM 54895	284°42'27"	128.653	561
PM 24987	284°42'27"	128.653	561
SSM 74390	284°42'27"	128.653	561
PM 25008	284°42'27"	128.653	561
PM 58139	284°42'27"	128.653	561
PM 74355	284°42'27"	128.653	561
SOURCE	1:50 CO-ORDINATES ADAPTED FROM C. & L. M.		
AT	14TH APRIL 1997		

SHORT BOUNDARIES

No.	BEARING	DIST
1	285°17'45"	16.53

Dean Land Office Approval

Council Certificate

I hereby certify that:-

(a) The statements of the local Government Act, 1919 (other than

(b) the statements of the local Government Act, 1919 (other than

(c) the statements of the local Government Act, 1919 (other than

(d) the statements of the local Government Act, 1919 (other than

(e) the statements of the local Government Act, 1919 (other than

(f) the statements of the local Government Act, 1919 (other than

(g) the statements of the local Government Act, 1919 (other than

(h) the statements of the local Government Act, 1919 (other than

(i) the statements of the local Government Act, 1919 (other than

(j) the statements of the local Government Act, 1919 (other than

(k) the statements of the local Government Act, 1919 (other than

(l) the statements of the local Government Act, 1919 (other than

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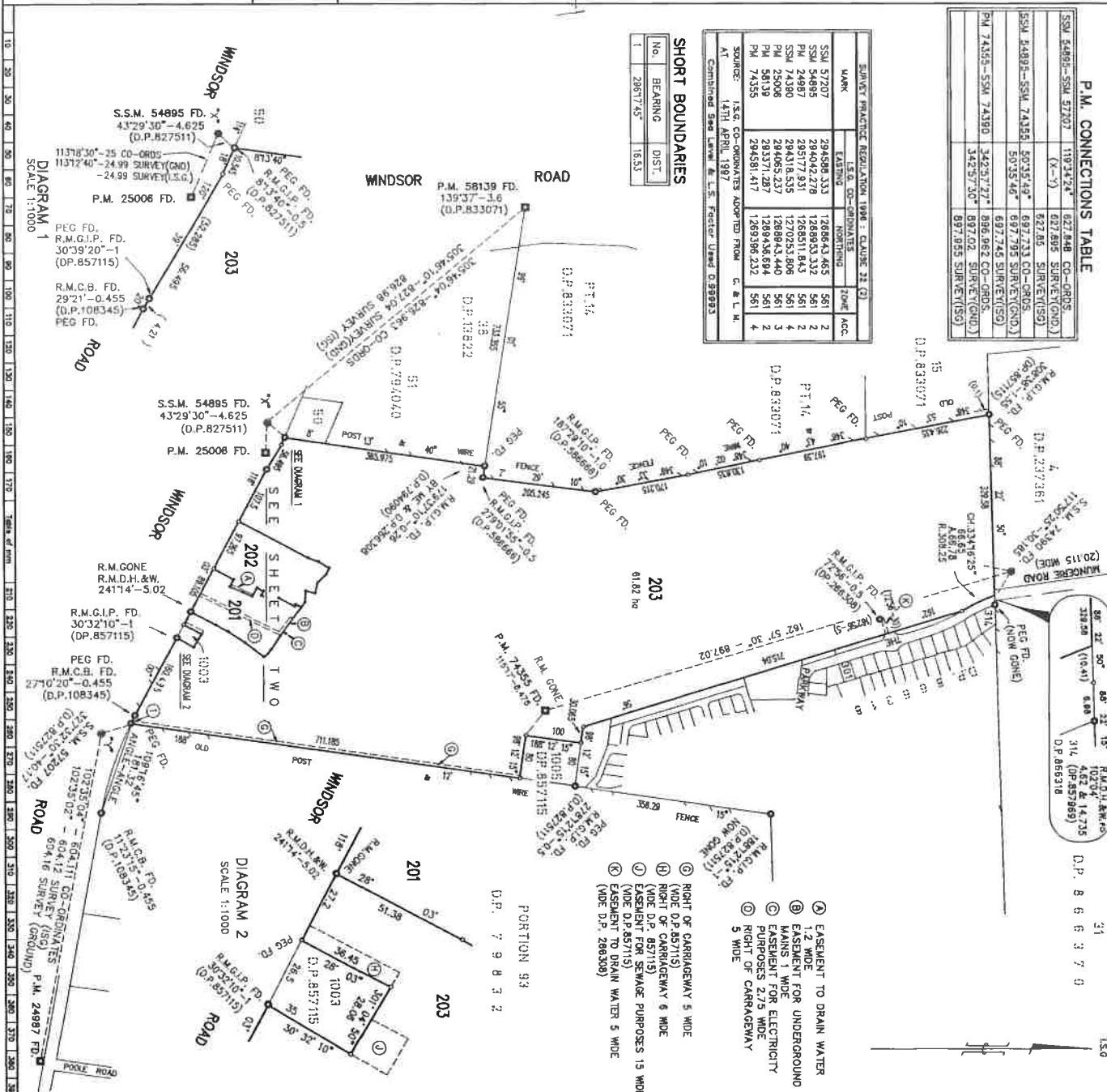
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(q) the statements of the local Government Act, 1919 (other than

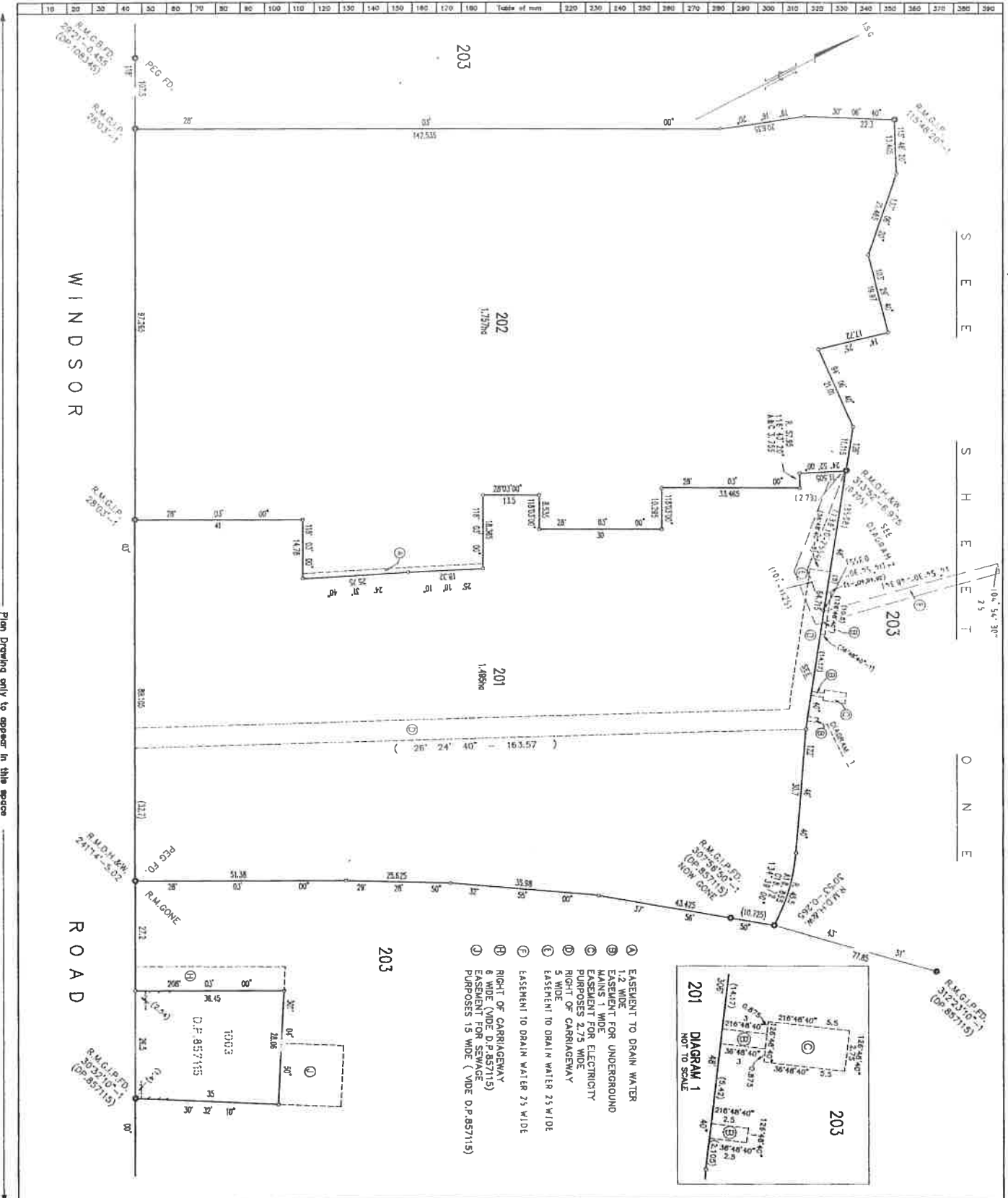
(r) the statements of the local Government Act, 1919 (other than

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP 87271



Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 9309 CHECKLIST

DP 873271

Registered 27-11-1997

Map to show 2 of the plan is 2, dated 14TH APRIL 1997

Surveyor registered under Surveyors Act 1989

Map to show 2 of the plan is 2, dated 14TH APRIL 1997

For use where space is insufficient to say point on Plan from 2

Surveyor's Reference: 9309 CHECKLIST

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

Lengths are in metres

Sheet 1 of 4 sheets

PART 1

DP 873271

Plan of Subdivision of
Lot 1001 & 1002 in D.P. 857115 &
Lot 145 in D.P. 857969
Covered by Council Certificate
No. **8470** of **18-8-1997**

Full name and address of
Proprietors of the land.

Trustees of the Society of the Divine Word.
199 Epping Road, Epping 2121

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

Easement to Drain Water 1.2 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, Roads or Authority benefited

202

201

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

Easement for Underground Mains 1 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, Roads or Authority benefited

203

Integral Energy Australia

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

**Easement for Electricity Purposes
2.75 wide.**

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, Roads or Authority benefited

203

Integral Energy Australia

4. Identity of Easement fourthly referred
to in the abovementioned plan.

Right of Carriageway 5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

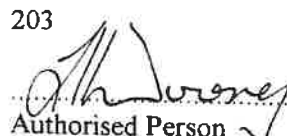
Lots Burdened

Lots, Roads or Authority benefited

201

203

Approved by the Council of the Shire of Baulkham Hills


Authorised Person





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

Lengths are in metres

Sheet 2 of 4 sheets

PART 1

DP 873271

Plan of Subdivision of
Lot 1001 & 1002 in D.P. 857115 &
Lot 145 in D.P. 857969
Covered by Council Certificate
No. ~~8470~~ of ~~18-8-1997~~

5. Identity of Easement fifthly referred
to in the abovementioned plan.

Easement to Drain Water 2.5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, Roads or Authority benefited

201

202

6. Identity of Easement sixthly referred
to in the abovementioned plan.

Easement to Drain Water 2.5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, Roads or Authority benefited

203

201 and 202

7. Identity of Restriction seventhly referred
to in the abovementioned plan.

Restriction on Use .

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, Roads or Authority benefited

201 and 202

The Council of the Shire of
Baulkham Hills.

PART 1A

1. Identity of Easement to be release
Firstly referred to in the abovementioned
plan.

Right of Carriageway 5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

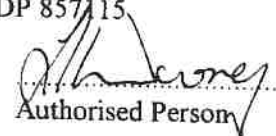
Lots Burdened

Lots, Roads or Authority benefited

1001 DP 857115

1002 DP 857115

Approved by the Council of the Shire of Baulkham Hills


Authorised Person





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

Lengths are in metres

Sheet 3 of 4 sheets

PART 2

DP 873271

Plan of Subdivision of
Lot 1001 & 1002 in D.P. 857115 &
Lot 145 in D.P. 857969
Covered by Council Certificate
No. 84-70 of 18-8-1997

**TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.**

An easement for the transmission of electricity with full and free right leave liberty and licence for Integral and its successors to erect construct place or repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for the purpose incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter in to and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things and the Registered Proprietor for the time being of the land hereby burdened shall not erected or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without Integral's permission in writing being first had and obtained PROVIDED that anything permitted by Integral under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Integral and to the reasonable satisfaction of the Engineer of Integral for the time being.

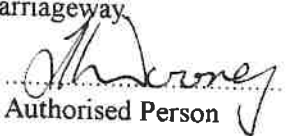
TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cable) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by Integral to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that Integral and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

A Right of Carriageway 5 metres wide within the meaning of Part 1 Schedule VIII of the Conveyancing Act 1919, But such Right of Carriageway shall only exist until the registration of a plan dedicating road to the public over the said Right of Carriageway.

Approved by the Council of the Shire of Baulkham Hills


Authorised Person





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

Lengths are in metres

Sheet 4 of 4 sheets

DP 873271

PART 2

Plan of Subdivision of
Lot 1001 & 1002 in D.P. 857115 &
Lot 145 in D.P. 857969
Covered by Council Certificate
No. 8470 of 18-8-1997

**TERMS OF RESTRICTION SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.**

No building shall be erected or permitted to remain erected on any burdened lot unless in accordance with the requirements of the Kellyville/Rouse Hill Residential Development Control Plan or as amended by the Council of the Shire of Baulkham Hills.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT
FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The Council of the Shire of Baulkham Hills.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT
SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

Integral Energy Australia.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT
FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The Council of the Shire of Baulkham Hills.

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

The Council of the Shire of Baulkham Hills.

**THE COMMON SEAL of THE TRUSTEES OF THE SOCIETY OF THE
DIVINE WORD** was hereunto affixed pursuant to a
resolution passed at a meeting of the Body Corporate
in the presence of the Provincial of the Society and
two other members of the Society all of whose signatures
are hereunto affixed:

James Knight
Provincial

J. Wilkin
Member

[Signature]
Member

Approved by the Council of the Shire of Baulkham Hills



Executed by AVJENNINGS LIMITED &/or
AVJENNINGS HOLDINGS LIMITED by
being signed by its Authorised Officer JOHN
MARTIN VAGULANS under Power of
Attorney Registered Book 4171 No. 110

[Signature]

[Signature]
Authorised Person

REGISTERED  27-11-1997

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7* days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (‘service’ includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 44.3 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of:
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

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