

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	New Vision Real Estate Suite 405.7, 29-31 Solent Circuit, Norwest NSW 2153 Email: chris@newvisionre.com.au	Ref: Chris Brown

co-agent **N.A.**

vendor **Annie Remani Alex and John Alex
19 Jasper Road, Baulkham Hills NSW 2153**

vendor's solicitor	Sydney Conveyancing Pty Ltd Suite A22, 24-32 Lexington Drive, Bella Vista NSW 2153 PO Box 664, Baulkham Hills NSW 1755 Email: info@sydneyconveyancing.com.au	Phone: 02 6989 4656 Ref: SG:22/0075
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date for completion **42nd day after the date of this contract (clause 15)**

land (address, plan details and title reference) **19 Jasper Road, Baulkham Hills NSW 2153 also known as 70 Mulgray Avenue Baulkham Hills NSW 2153
Lot 8 in Deposited Plan 242172
Folio Identifier 8/242172**

VACANT POSSESSION subject to existing tenancies

improvements HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: ducted air conditioning and a separate air con for solarium/sunroom, Chandeliers,, Bookshelf (IKEA), DVD cabinet(IKEA) and Hallway Carpet		

exclusions

purchaser

purchaser's solicitor

price	\$	
deposit	\$ _____	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgement Network (ELN) (clause 30):
Electronic transaction (clause 30)

no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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 (residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the 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 email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment: \$

If more than one supplier, provide the above details for each supplier.

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

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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 by a 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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 *invite* the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 *invite* the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 *invite* any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Vendor: Annie Remani Alex and John Alex

Property: 19 Jasper Road, Baulkham Hills NSW 2153

1. Inconsistency

1.1 Special Conditions prevail

If there is any inconsistency in this Contract between the printed clauses and these Special Conditions, these Special Conditions prevail to the extent of that inconsistency.

1.2 Amendment of Contract

The printed clauses in this Contract are amended as follows:

- a) Printed clause 2.1 *Depositholder* will be the vendor's real estate agent noted on the front page of the contract.
- b) Printed clause 2.9 "If the deposit paid is less than 10% and the deposit is invested in an interest bearing account, all net interest must be paid to the Vendor" is added to the end of the clause.
- c) Printed clause 6.2 is deleted;
- d) In printed clause 7, "before completion" is deleted and "not less than 7 days before the Completion Date" is substituted;
- e) Printed clause 7.1.1 is deleted;
- f) In printed clause 7.2.1, "10%" is deleted and "2.5%" is substituted";
- g) In printed clause 7.2.6, " and the amount held and all net interest must be paid to the Vendor" is added to the end of the clause;
- h) Printed clause 25.2 is deleted;
- i) Printed Clause 25.3 - "And no further updated Abstract of title will be provided" is added at the end of the clause;
- j) Printed Clause 25.6.2 is deleted; and
- k) In printed clause 31.4, "7 days is deleted and "2 days is substituted".

2. Exclusion of Warranties and Condition of Property

2.1 Purchaser's warranties

The purchaser warrants that:

- a) It has inspected the property;
- b) Unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of:
 - I. the property;
 - II. the neighbourhood in which the property is located;

- III. the state of repair of the Property and, if applicable, the improvements and the furnishings and chattels;
- IV. the suitability of the Property and , if applicable, the improvements, furnishings and chattels of any use;
- V. any rights and privileges relating to the Property and/or its improvements, furnishings and chattels; or any matter which has or may have an effect on the Property and/or its improvements, furnishings and chattels.

3. Condition of Property

Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A (2) (b) of the Conveyancing Act 1919, and the Conveyancing (Sale of Land) Regulation 2000:

- a) The Property(and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the Property.
- b) No objection, requisition or claim for compensation may be made by the Purchaser on account of any of the following:
 - I. any matter disclosed in any survey report or plan annexed to this Contract (if any) in relation to the Property and the Vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or
 - II. any matter disclosed in any Building Certificate issues under the Local Government Act (1993) or the Environmental Planning and Assessment (1979) (as the case may be) annexed to this Contract (if any); or
 - III. any encroachments by a dividing fence (as defined by the Dividing Fences Act, 1991) on the Property or any adjoining Property whether disclosed by survey or not.

4. Services

4.1 Services

The Purchaser must not make any objection, requisition or claim for compensation in respect of:

- a) The nature, location, availability or non-availability of any service to the Property;
- b) The Property being subject to any service or mains, pipes or connections for any service;
- c) The Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- d) Any defects in any service to the Property;
- e) Any underground or surface stormwater drain passing through or over the Property; or
- f) Any manhole or vent on the Property.

4.2 Purchaser acknowledgements that they are purchasing the property:

- a) In its present condition and state of repair;

- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion

6. Completion and Notice to Complete

6.1 Completion date

The completion date of this Contract is the number of days specified on the first page of this Contract from the date of this Contract (**Completion Date**).

6.2 Notice to Complete

If, for any reason other than default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 3:00pm on the Completion Date, the party not in default may serve on the party in default a Notice to Complete;

- a) requiring the other party to complete this Contract within 14 days after the date of service of the Notice to Complete; and
- b) making time of essence.

6.3 Terms of Notice to Complete

For the purposes of Clause 15 of this Contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.

6.4 Party serving Notice

The party serving a Notice to Complete may at any time or times:

- a) Withdraw the Notice to Complete by a further notice to the party in default; and
- b) At its option issue a further Notice to Complete.

6.5 Vendor

The Vendor:

- a) Is not obliged to remove any charge on the Property for any outgoings until completion;
- b) Will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any outgoings; and
- c) May serve a Notice to Complete on the Purchaser notwithstanding that, at the time of such Notice is issued or any subsequent time, there is a charge on the Property for any outgoings.

6.6 Vendor's solicitor

It is an essential term of this contract that if the Vendor serves upon the Purchaser a Notice to Complete, the Purchaser shall pay to the Vendor on completion \$440.00 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a Notice to Complete. The vendor's conveyancer will charge \$250.00 for any cancellation of the settlement after settlement has been booked by email request or on PEXA and accepted as a result of purchaser/ purchaser's representatives fault at the completion time and this amount will be adjusted in the settlement statement to be paid by the purchaser.

7. Party Dying or Liquidator being appointed etc

7.1 Party dying

If either party (or if a party is more than one person, any one or more of the persons comprising that party) before completion:

- a) Dies; or
- b) Becomes a mentally ill person or a mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act 1990, or a protected person under the Protected Estates Act 1983

then the other party may rescind this Contract by notice to the first party. This Contract will be at an end on service of such a notice and the provision of printed clause 19 will apply to that rescission.

7.2 Rights and remedies not negated

The rights and remedies set out in this Special Condition do not negate, limit or restrict any other rights or remedies which would have been available to either party had this Special Condition not been included in this Contract.

8. Damages for failure to Complete

8.1 Damages

In addition to the right of the Vendor to issue a Notice to Complete, if completion does not take place on or before the Completion Date due to the purchaser's default, then the Vendor has the right (in addition to all other monies payable to the Vendor pursuant to this Contract) to require the Purchaser to pay damages on completion calculated on the balance of the purchase price at a rate of 8% per annum from and including the day of the Completion Date up to and including the date that Completion in fact occurs.

8.2 Assessment of Loss

The parties agree that the damages payable by the Purchaser pursuant to this Special Condition represent a fair and reasonable assessment of the loss occasioned to the Vendor due to the Purchaser's failure to complete within the specified time.

8.3 Vendor not liable

The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

9. FIRB Approval

9.1 Approval

If the Purchaser is required under the provisions of the Foreign Acquisitions and Takeover Act 1975 (**the Act**) or comparable legislation to obtain the approval of the Treasurer (which term includes any other competent person) to the acquisition by the Purchaser of the Property on the terms and conditions of this Contract (**the Approval**) which expression includes any statement to the effect that there is no obligation on foreign investments grounds to the acquisition, the following provisions will apply:

- a) The purchaser must if the Purchaser has not already done so within 14 days after the date of this Contract make application (**the Application**) to the Treasurer for Approval, and must promptly provide to the Treasurer all such material and information as the Treasurer may require in connection with the Application and use its best endeavours to obtain the Approval as expeditiously as possible.

- b) The Purchaser must provide to the Vendor as soon as practicable after they have been provided to, or received from, the Treasurer (as the case may be) complete copies of the Application, all material provided to the Treasurer in connection with the Application and all correspondence and other communications between the Purchaser and the Treasurer in connection with the Application.
- c) The Purchaser must if requested by the Vendor provide to the Vendor such information and documents as the Vendor may reasonably require to establish that the Purchaser is in fact required under the Act or any comparable legislation to obtain the Approval.
- d) The purchaser must promptly notify the Vendor in writing of any refusal, or the Approval of the Application.
- e) If the Purchaser has not received notice in writing from the Treasurer of Approval of the Application, or the Application is not deemed to be approved by operation of law on or before the Completion Date, or the Application is deemed to have been rescinded, then provisions of printed clause 19 will apply.

10. Deposit

10.1 Deposit

Despite any other provisions of this Contract, the Purchaser acknowledges that the Deposit payable under this Contract by the Purchaser is 10% of the purchase price. If less than 10% of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

- a) 10% of the purchase price; and
- b) the amount actually paid on the date of this Contract towards the deposit

shall be paid by the Purchaser to the Vendor on the earlier of:

- I. completion of this Contract;
- II. termination of this Contract due to the Purchaser's default; or
- III. at any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

10.2 Notwithstanding anything hereinbefore contained, the Vendor and the Purchaser agree that the deposit paid under this contract, or part of such deposit, is to be released for use by the Vendor to complete the current transaction to pay off their mortgage or for completing linked settlement, if required by transferring same in PEXA account at settlement whereby purchaser's solicitor are authorised to create a PEXA source account for such deposit payment.

10.3 Notwithstanding anything hereinbefore contained, the Vendor and the Purchaser agree that the deposit paid under this contract, or part of such deposit, is to be released for use by the Vendor as a deposit in the purchase of a real estate in Australia, or for the payment of stamp duty.

If released for the purpose of a deposit, the amount is to be placed with and held in trust by a Licensed Real Estate Agent, or the Vendor's solicitor appointed as a stakeholder in such

purchase and shall not be released further without written consent of the Purchaser named in this contract. The parties further agree that demand in writing from the Vendor or the Vendor's conveyancer to the stakeholder and the purchaser's solicitor/Conveyancer will be enough for such release, the stakeholder in this contract shall release the deposit or part thereof to the Vendor for the aforesaid purposes by:

- a) Bank transfer in favour of the stakeholder named in the contract for the property being purchased by the Vendor; and/or;
- b) Bank Transfer/BPAY in favour of Revenue NSW.

Such request shall be accompanied by a copy of the front page of the Contract for the Vendor's purchase.

11. Deposit Bond

- 11.1 BOND - The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

Subject to the following paragraphs the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

The purchaser must pay the amount stipulated in the bond to the vendor in cash or by Bank transfer on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

12. Service by EMAIL – WE DO NOT USE FAX

Service of any notice or document under or relation to this Contract may be effected if it is transmitted by a Email to the Email appearing in any directory of email particulars or on any letterhead or other business form or document of or used by the Party to be served or that Party's solicitor.

Provided such email is sent before 5:00pm on any business day then service by email is deemed to have been received on the day of transmission. Otherwise service by email is deemed to have been received at 9:00am on the next business day following the day of transmission/transit.

Service by Email is not regarded as effective if the sender's machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 4 hours after the transmission or the email bounces back with no delivery notification.

13. Transfer

the Purchaser must pay the Vendors' Solicitors/Conveyancer's cost in the amount of \$99 for attending to urgent transfer document if the same is not uploaded and finalised on PEXA platform 7 business days before the Completion date by the purchaser's Solicitor/Conveyancer as this can cause delay in settlement. Few outgoing mortgagee's would not sign or upload discharge requests on PEXA as a result of incomplete transfer on PEXA platform.

14. Requisitions on title

Requisition to be served under the contract is annexed to the contract with replies and the purchaser's solicitor will not reserve a right to raise any other requisitions beside the ones attached to the contract.

15. Swimming Pool fencing

If there is a swimming pool situated on the Property and the fencing around the pool (if any) does not comply with the requirements of the Local Council or any other competent authority, no objection, requisition or claim for compensation be made by the Purchaser in respect of such non compliance or because of the failure or refusal of the Local Council to issue a building certificate or any other approval on account of such non-compliance.

16. Extension to Cooling-off Period or Settlement date change

If a cooling off period applies to this Agreement and the Purchaser requests an extension of the cooling off period the Purchaser must pay the Vendors' Solicitors/Conveyancer's Costs in the sum of \$120 (including GST) for each such request on completion. Should contract be rescinded this fees will become payable immediately by the purchaser to the vendor's Solicitor/Conveyancer on demand in writing or Notice to Rescind will be considered null and Void and contracts become binding. This is an essential term of the contract.

Further for any requests in settlement date, the Purchaser must pay the Vendors' Solicitors/Conveyancer's Costs in the sum of \$220 (including GST) for each such request on completion. This is an essential term of the contract.

17. Adjustments

The Purchaser must prepare and serve an accurate settlement adjustment sheet referencing each Adjustment required in accordance with this Agreement together with supporting certificates/searches for any Adjustments that are to be made. If there are adjustments to be made and no settlement adjustment sheet that complies with this clause is served by the day which is five (5) business days prior to the completion Date, the Purchaser will pay the Vendors' solicitors/Conveyancer Costs in the sum of \$110 (excluding GST) on the Completion Date.

18. **CORPORATE PURCHASER**

ANNEXURE A – DEED OF GUARANTEE – CORPORATE PURCHASER

1. This Annexure applies if the Purchaser is a corporation but does not apply to a corporation listed on any Australian Stock Exchange.
2. Guarantor means at least one Director of the corporation that is a Purchaser or, if there is more than one Director, at least two Directors of the corporation that is a Purchaser.
3. It is an essential term of the Agreement that the Purchaser must procure the Guarantor execute this Annexure as a Deed.
4. The Guarantor guarantees to the Vendor:
 - (a) payment of all money payable by the Purchaser under the Agreement; and
 - (b) the performance of all of the Purchaser’s other obligations under the Agreement.
5. The Guarantor jointly and severally:
 - (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under the Agreement or the Vendor’s exercise or attempted exercise of rights under this Annexure; and
 - (b) must pay on demand any money due to the Vendor under this indemnity.
6. The Vendor may seek to recover any amounts payable under clause 5 of this Annexure before seeking to recover from the Purchaser.
7. The Guarantor’s obligations under this Annexure are not released, discharged or otherwise affected by:
 - (a) the Purchaser or the Guarantor being Insolvent;
 - (b) the granting of any time, waiver, covenant not to sue or other indulgence; or
 - (c) an arrangement, settlement or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person.
8. If the Vendor assigns or transfers any benefit of the Agreement, the transferee or assignee receives the benefit of the Guarantors obligations under this Annexure.
9. This Annexure is binding on the Guarantor, their executors, administrators and assigns of the Guarantor.
10. This Annexure operates as a Deed between the Vendor and the Guarantor.

EXECUTED AS A DEED

**Signed Sealed and Delivered by the Guarantor
in the presence of:**

Signature of Witness

Signature of Guarantor

Name of witness (Print)

Name of Guarantor (Print)

Date:

Date:

Signed Sealed and Delivered by the Guarantor

in the presence of:

Signature of Witness

Signature of Guarantor

Name of witness (Print)

Name of Guarantor (Print)

Date:

Date:

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.

18. (d) are there any outstanding notices or orders?
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Capacity

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

Requisitions and transfer

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

Vendor: Annie Remani Alex and John Alex
Property: 19 Jasper Road, Baulkham Hills NSW 2153
Our Ref: 22/0075

We refer to Requisitions on Title attached to the Contract and we are now instructed to make the following replies:

1. Noted subject to the Contract.
2. Not to the Vendor's knowledge.
3.
 - A. Vendor relies on the contract.
 - B. Vendor relies on the contract.
 - C. Vendor relies on the contract.
 - D. Vendor relies on the contract.
 - E. Vendor relies on the contract.
 - F. Vendor relies on the contract.
4. Not applicable.
5. Vendor relies on the contract.
6. Noted subject to contract.
7. Noted subject to contract.
8. Not to the vendor's knowledge.
9. At OUR office if no mortgage held, otherwise at our mortgagee's office by appointment.
- 10.No.
- 11.The usual adjustments will be made in accordance with the Contract.
- 12.The vendor will obtain and rely on Sec 47.
- 13.Vendor relies on the contract.
- 14.Vendor relies on the contract.
15.
 - A. Yes as far as the vendor is aware;
 - B. Not that the vendor is aware of but the purchaser should make and rely on their own inquiries.
 - C. Vendor relies on the contract.
 - D. Vendor relies on the contract.
 - E. Vendor relies on the contract.
- 16.Not to the vendor's knowledge and the vendor cannot speak for the predecessors.
- 17.Vendor relies on the contract.
18.
 - A. Vendor relies on the contract in relation to any boundary fences.
 - B. Vendor relies on the contract in relation to any party walls.
 - C. Vendor relies on the contract.
 - D. Not that the vendor is aware of regarding any disputes.
 - E. Not that the vendor is aware of
19. Not that the vendor is aware of and relies on the contract.
20. (a)-(c): Not that the vendor is aware of but relies on the Contract which purchaser should make their own inquiry for.
- 21.Vendor relies on the contract, but Purchaser should make their own inquiries.
- 22.Yes as far as the vendor is aware of though is not aware of where the connections pass from. Purchaser to make and rely on their own inquiries.
- 23.Not that the vendor is aware of, but Purchaser should make their own inquiries.

- 24. Not applicable.
- 25. Noted.
- 26. Noted.
- 27. Noted subject to contract.
- 28. This alleged right is not admitted.
- 29. Not agreed.

Please note that these replies were drafted while preparing the contract and are subject to change.



FOLIO: 8/242172

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2022	3:44 PM	10	31/12/2020

LAND

LOT 8 IN DEPOSITED PLAN 242172
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP242172

FIRST SCHEDULE

JOHN ALEX
ANNIE REMANI ALEX
AS JOINT TENANTS (T AE292458)

SECOND SCHEDULE (4 NOTIFICATIONS)

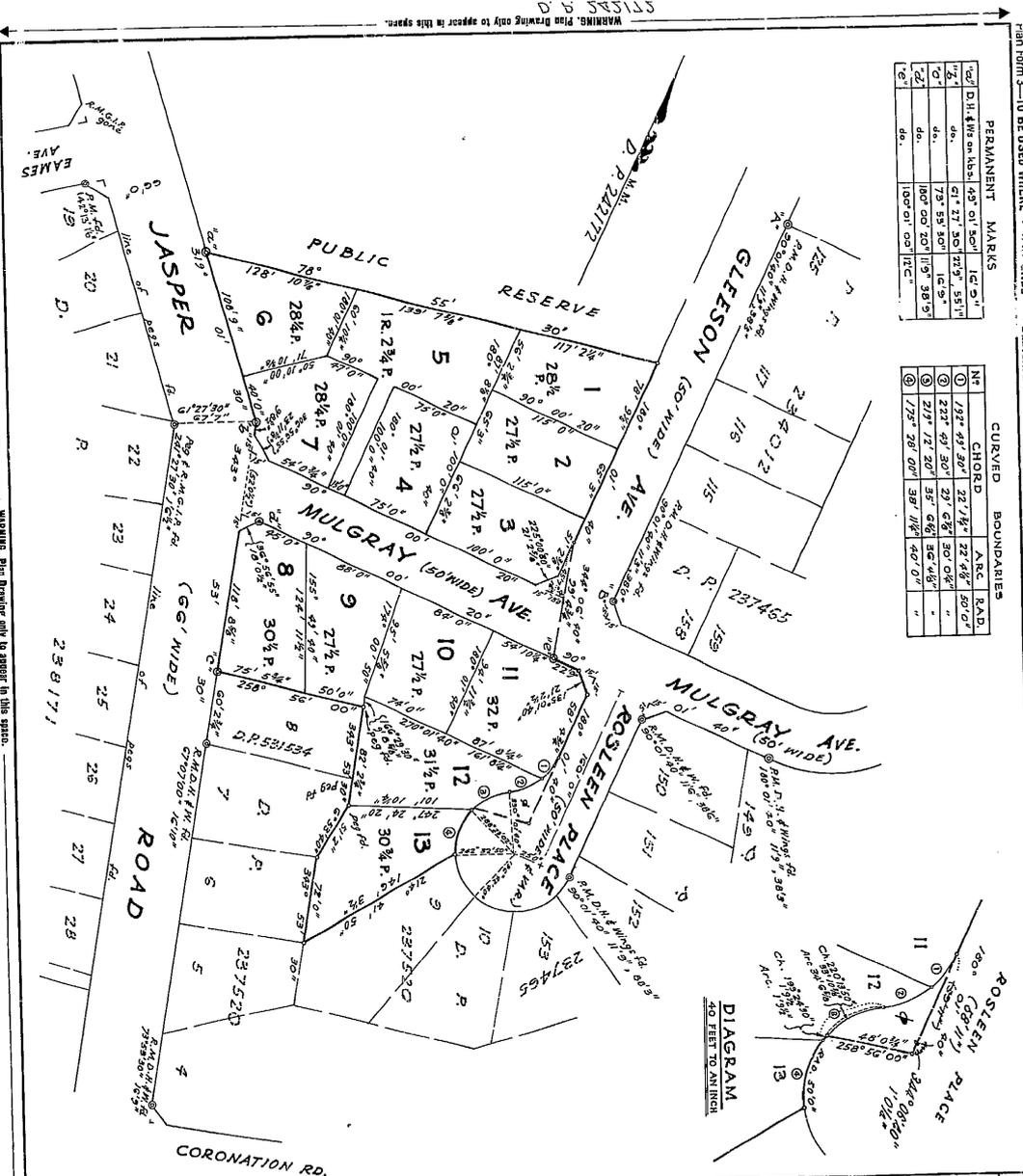
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B677083 COVENANT
- 3 DP242172 RESTRICTION(S) ON THE USE OF LAND
- 4 AQ697916 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

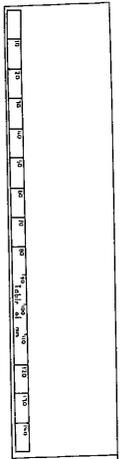
*** END OF SEARCH ***

PERMANENT MARKS		CURVED BOUNDARIES	
CD	Dist on lsh	ARC RAD	CHORD
1	437.01' 50"	162.5"	227.48'
2	517.27' 50"	227.48'	227.48'
3	778.53' 10"	162.5"	227.48'
4	1028.00' 50"	162.5"	227.48'
5	1028.00' 50"	162.5"	227.48'



Plan Form 3 - TO BE USED WHERE THE LANDOWNER WANTS TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

DP 242172 * OFFICE USE ONLY.



I, Bruce Blizard-Dunlop, Registrar-General for New South Wales, certify that this registration is a photograph made as a permanent record of a document in my custody, this 13th day of August, 1977.

Registrars - Blvd. A. N. 602005
 2007000 - 7002 C/5

It is intended to dedicate the extension of Mulgray Avenue that part of Gleeson Ave., and Roseley Place shown thus on plan to the public.
 Pursuant to Sec. 88B Conveyancing Act 1919-64, it is intended to create:
 1. Restriction as to user.

Barry Alan Curtis
 of the County of Cumberland, in the State of New South Wales, do hereby certify that the above is a true and correct copy of the original plan as deposited in my office, and that the same is a true and correct copy of the original plan as deposited in my office, and that the same is a true and correct copy of the original plan as deposited in my office.

Barry Alan Curtis
 Registrar-General

Barry Alan Curtis
 Registrar-General

D. P. 242172
 Registered 18.02.1972
 No. 4114 of 6-10-1977
 This is a plan of subdivision of land in the County of Cumberland, in the State of New South Wales, and is intended to create:
 1. Restriction as to user.

CONVERSION TABLE ADDED IN REGISTAR GENERAL'S DEPARTMENT
 FEET INCHES METRES
 1 0 1/4 0.25
 1 6 1/4 0.417
 1 6 1/2 0.438
 1 6 3/4 0.459
 1 7 0.479
 1 7 1/4 0.500
 1 7 1/2 0.521
 1 7 3/4 0.542
 1 8 0.562
 1 8 1/4 0.583
 1 8 1/2 0.604
 1 8 3/4 0.625
 1 9 0.646
 1 9 1/4 0.667
 1 9 1/2 0.688
 1 9 3/4 0.709
 2 0 0.730
 2 0 1/4 0.751
 2 0 1/2 0.772
 2 0 3/4 0.793
 2 1 0.814
 2 1 1/4 0.835
 2 1 1/2 0.856
 2 1 3/4 0.877
 2 2 0.898
 2 2 1/4 0.919
 2 2 1/2 0.940
 2 2 3/4 0.961
 2 3 0.982
 2 3 1/4 1.003
 2 3 1/2 1.024
 2 3 3/4 1.045
 2 4 1.066
 2 4 1/4 1.087
 2 4 1/2 1.108
 2 4 3/4 1.129
 2 5 1.150
 2 5 1/4 1.171
 2 5 1/2 1.192
 2 5 3/4 1.213
 2 6 1.234
 2 6 1/4 1.255
 2 6 1/2 1.276
 2 6 3/4 1.297
 2 7 1.318
 2 7 1/4 1.339
 2 7 1/2 1.360
 2 7 3/4 1.381
 2 8 1.402
 2 8 1/4 1.423
 2 8 1/2 1.444
 2 8 3/4 1.465
 2 9 1.486
 2 9 1/4 1.507
 2 9 1/2 1.528
 2 9 3/4 1.549
 3 0 1.570
 3 0 1/4 1.591
 3 0 1/2 1.612
 3 0 3/4 1.633
 3 1 1.654
 3 1 1/4 1.675
 3 1 1/2 1.696
 3 1 3/4 1.717
 3 2 1.738
 3 2 1/4 1.759
 3 2 1/2 1.780
 3 2 3/4 1.801
 3 3 1.822
 3 3 1/4 1.843
 3 3 1/2 1.864
 3 3 3/4 1.885
 3 4 1.906
 3 4 1/4 1.927
 3 4 1/2 1.948
 3 4 3/4 1.969
 3 5 1.990
 3 5 1/4 2.011
 3 5 1/2 2.032
 3 5 3/4 2.053
 3 6 2.074
 3 6 1/4 2.095
 3 6 1/2 2.116
 3 6 3/4 2.137
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 3 7 1/4 2.179
 3 7 1/2 2.200
 3 7 3/4 2.221
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 3 8 1/4 2.263
 3 8 1/2 2.284
 3 8 3/4 2.305
 3 9 2.326
 3 9 1/4 2.347
 3 9 1/2 2.368
 3 9 3/4 2.389
 4 0 2.410
 4 0 1/4 2.431
 4 0 1/2 2.452
 4 0 3/4 2.473
 4 1 2.494
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 4 1 1/2 2.536
 4 1 3/4 2.557
 4 2 2.578
 4 2 1/4 2.599
 4 2 1/2 2.620
 4 2 3/4 2.641
 4 3 2.662
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 4 4 2.746
 4 4 1/4 2.767
 4 4 1/2 2.788
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 4 5 2.830
 4 5 1/4 2.851
 4 5 1/2 2.872
 4 5 3/4 2.893
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 4 6 3/4 2.977
 4 7 2.998
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 4 7 1/2 3.040
 4 7 3/4 3.061
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 4 8 3/4 3.145
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 4 9 1/4 3.187
 4 9 1/2 3.208
 4 9 3/4 3.229
 5 0 3.250
 5 0 1/4 3.271
 5 0 1/2 3.292
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 20 1/4 8.311
 20 1/2 8.332
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 28 1/2 8.994
 28 3/4 9.015
 29 9.036
 29 1/4 9.057
 29 1/2 9.078
 29 3/4 9.099
 30 9.120
 30 1/4 9.141
 30 1/2 9.162
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 33 1/2 9.414
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 40 1/4 9.981
 40 1/2 10.002
 40 3/4 10.023
 41 10.044
 41 1/4 10.065
 41 1/2 10.086
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 61 11.724
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 64 1/4 11.997
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 64 3/4 12.039
 65 12.060
 65 1/4 12.081
 65 1/2 12.102
 65 3/4 12.123
 66 12.144
 66 1/4 12.165
 66 1/2 12.186
 66 3/4 12.207
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 85 1/4 13.751
 85 1/2 13.772
 85 3/4 13.793
 86 13.814

M 603005

①

DP242172

2/16 fee
7/2/72
R. J.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

PART 1.

PLAN
Subdivision of Certificates of Title
Volume 10999 Folio 76
Volume 10675 Folio 126
Volume 10917 Folio 109 and
Volume 10998 Folio 112
covered by Council Clerk's Certificate
No. 4414 of 6.10.71.

Full name and address of Proprietor of the Land
NORTHEAD BUILDING & SUPPLY CO. PTY. LIMITED, a Company duly incorporated and having its Registered Office at 13 Barney Street, North Parramatta.

1. Identity of Assessment or Restriction firstly referred to in the above-mentioned plan
Restriction as to User.

SCHEDULE OF LOTS ETC. AFFECTED.
Lots Burdened. Lots, name of road, or authority benefited.
ALL LOTS EVERY OTHER LOT.

PART 2

Terms of restriction as to user firstly referred to in the abovementioned plan.
1. THAT no fence to be erected along the side boundaries of any lot shall exceed 5 feet in height.

THE COMMON SEAL OF NORTHEAD BUILDING & SUPPLY CO. PTY. LIMITED was hereunto affixed with authority of the Board of Directors in the presence of:

M. G. ...
(Secretary)

R. J. ...
(Director)

THE COMMON SEAL OF GOODAGRE DEVELOPMENT PTY. LIMITED was hereunto affixed with the authority of the Directors and in the presence of:

[Signature]
Secretary



(Mortgages under Mortgage No. M410139)

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

Table with 10 columns for recording amendments and/or additions made on the plan in the land titles office.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 22nd May, 1986





MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



B677083M

B677083¹¹⁵

R 1628 J

I, ARTHUR RICKARD & CO. LIMITED

11/1/28
15/7/28

must not be disclosed in (per)

less estate, strike out "in simple," and interline the word alteration.

(herein called transferror)
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND EIGHTEEN POUNDS TWO SHILLINGS AND SIXPENCE (£118/2/0 (the receipt whereof is hereby acknowledged) paid to it by

LEOPOLD HENRY WILLIAM MEEK of Baukham Hills, Carpenter.

(herein called transferee)

do hereby transfer to the said transferee
ALL such ~~it~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

(e)	County.	Parish.	State if Whole or Part	Vol.	Fol.
	Cumberland	Castle Hill	Part being Lot Eight (8) Pearce Park Estate as shown on D.P.9809	2781	35

~~And the transferee covenants with the transferror~~
(AND the Transferee hereby for himself his executors, administrators and assigns and so as to bind, not only himself his executors, administrators and assigns but also the said piece of land herebefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.
AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 9809 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

Subject to drainage easement as shown on Deposited Plan.

Signed at _____ the _____ day of _____
THE COMMON SEAL of ARTHUR RICKARD & CO. LIMITED was hereto affixed by THEOPHILUS CORBETT the Manager this 31st day of May 1928 in the presence of:

[Signature]

[Signature]
Transferror

Signed Leo G. Rowe

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

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
[Signature]
Berk to

[Signature]
Transferee.

Saptimus G. Rowe & Co.,

If signed by virtue of any power of attorney, the original power must be registered and produced in each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

CONSENT OF MORTGAGEE.

The Commonwealth Bank of Australia the Mortgagee under Memorandum of Mortgage No. A403978 doth hereby discharge the said Mortgage so far only as regards the lands comprised in the within Transfer, but reserving and without prejudice to the rights and remedies of the Bank under the said Mortgage or any other security as against the lands (other than those hereby discharged) comprised therein ~~and as against all principals sureties and third persons:~~

DATED at Sydney this Eleventh day of June 1928

SIGNED BY EDWARD WILLIAM HULLE, the duly constituted Attorney of the Commonwealth Bank of Australia, who is personally known to me.

Commonwealth Bank of Australia
 by its Attorney.

Edward William Hulle

I, EDWARD WILLIAM HULLE, state that I have no notice of the revocation of the Power of Attorney (Mis. Reg. No. 8070, R.P. Act Reg. No. 15433) in Exercise of which I have executed the within Instrument. Signed at Sydney the Eleventh day of June 1928

Edward William Hulle

WITNESS :

hundred and twenty the attesting witness to this instrument,
 and declared that he personally knew the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said is own handwriting, and
 that he was of sound mind and freely and voluntarily signed the same.

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1 This form is not appropriate in c delegation unde Trustees Delega Powers Act, 191 the Execution o (War Facilities) 1917.
 j Strike out unfe words. Add an matter necessary show that the p effective.
 k May be made b either Registrat General, Deput Registrar-Gener Notary Public, Commissioner f Affidavits. Not required if instrument itself made or acknow before one of th parties.

MEMORANDUM OF TRANSFER of
2 Acres 2 roods 20 perches.
lot 8 D.P. 9809
(Subject to Covenant)
 Shire Baulkham Hills
 Municipality Castle Hill County
Leopold Henry William Meek Transferree.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc

Particulars entered in Register Book, Vol 2781 Fol 357
 the 26th day of June 1928
 at 10 minutes 10 o'clock in the fore noon.
W. Clayton
 Registrar-General

B 677083

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...		
Received from Records	<i>MS</i>	<i>19-6</i>
Draft written ...	<i>MS</i>	<i>19-6</i>
Draft examined ...	<i>MS</i>	<i>20-6</i>
Diagram prepared ...	<i>MS</i>	<i>24-6-28</i>
Diagram examined ...	<i>MS</i>	<i>25-6-28</i>
Draft forwarded	<i>MS</i>	<i>28 JUN 1928</i>
Supt. of Engrossers	<i>MS</i>	<i>28 JUN 1928</i>
Cancellation Clerk	<i>MS</i>	<i>28 JUN 1928</i>
VOL. <u>4160</u> FOL. <u>90</u>		
Diagram Fees ...		
Additional Folios		

the parties be resident without the State, but in any other part of the British Dominion the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
 The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

MS



PLANNING CERTIFICATE UNDER SECTION 10.7 (2) ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **116317**
Reference: 22/0075:211021
Issue Date: 9 February 2022
Receipt No: 6786439
Fee Paid: \$ 53.00

ADDRESS: 19 Jasper Road, BAULKHAM HILLS NSW 2153
DESCRIPTION: Lot 8 DP 242172

The land is zoned:
Zone R2 Low Density Residential

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

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

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 DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2019, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas
SEPP No.33 - Hazardous And Offensive Development
SEPP No.50 - Canal Estate Development
SEPP No.55 - Remediation Of Land
SEPP No.64 - Advertising And Signage
SEPP No.65 - Design Quality Of Residential Apartment Development
SEPP (Building Sustainability Index: Basix) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production And Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (State and Regional Development) 2011

SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Educational Establishments and Child Care Facilities) 2017
SEPP (Primary Production and Rural Development) 2019

SEPP (Housing) 2021
Sydney Regional Environmental Plan No. 9 Extractive Industry (No.2 - 1995)

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

SEPP (Western Sydney Aerotropolis) 2020

(2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Draft Activation Precincts State Environmental Planning Policy
Draft Housing Diversity State Environmental Planning Policy
Draft Design and Place State Environmental Planning Policy

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

The Hills Development Control Plan 2012

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

2. Zoning and land use under relevant LEPs

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

- (A) The Hills Local Environmental Plan 2019 applies to the land unless otherwise stated in this certificate and identifies the land to be:

Zone R2 Low Density Residential

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
 - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
 - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.

Note: This precinct plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

Any amendments to Proposed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

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

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

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

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

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

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

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

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

NO

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?

NO

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code, Rural Housing Code, Low Rise Housing Diversity Code and Greenfield Housing Code

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

Housing Alterations Code and General Development Code

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

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

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

Note: 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 (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) - <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area>

4, 4A

(Repealed)

4B.

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

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

NO

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Coal Mine Subsidence Compensation Act 2017?

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under -

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by council, or

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

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

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

(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 2018'. 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 Development Control Plan may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(3) of this certificate for the applicable Development Control Plan.

(iii) Tidal inundation

NO

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls

(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 clause—
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.**

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

THE HILLS SECTION 7.12

9A. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage)?

NO

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

10A. Native vegetation clearing set asides

Whether the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

NO

12. Property vegetation plans

Has the council been notified that a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to this land?

NO

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

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

NO

14. Directions under Part 3A

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

NO

15. Conditions for seniors housing

Whether there are any terms of a kind referred to in clause 88(2) of *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 that have been imposed as a condition of consent after 11 October 2007 in relation to the land?

NO

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

(2) Whether there are any terms of a kind referred to in clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 that have been imposed as a condition of consent in relation to the land?

NO

18. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that is listed on the

Loose-Fill Asbestos Insulation Register that is required to be maintained under that Division?

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.

21. Affected building notices and building product rectification orders

(1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land?

NO

(2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

NO

(b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

NO

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

For land to which [State Environmental Planning Policy \(Western Sydney Aerotropolis\) 2020](#) applies, whether the land is—

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

NO

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

NO

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

NO

(d) in the “public safety area” on the Public Safety Area Map under that Policy, or

NO

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map under that Policy.

NO

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

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

NO

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

NO

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

NO

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

NO

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

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

ATTACHMENT 2(B)**Zone R2 Low Density Residential****1 Objectives of zone**

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

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

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

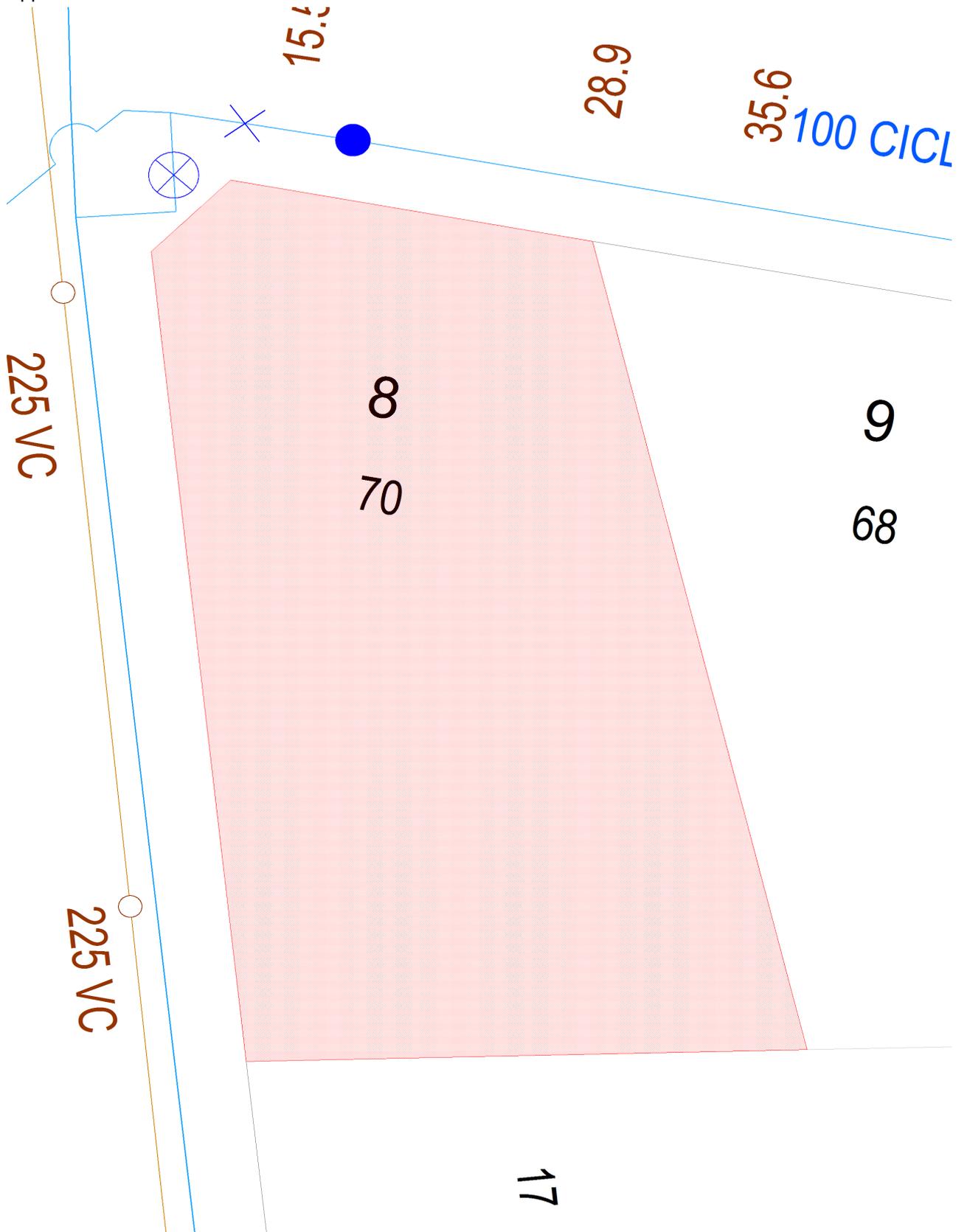
4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; 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.

Service Location Print
Application Number: 8001423684



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

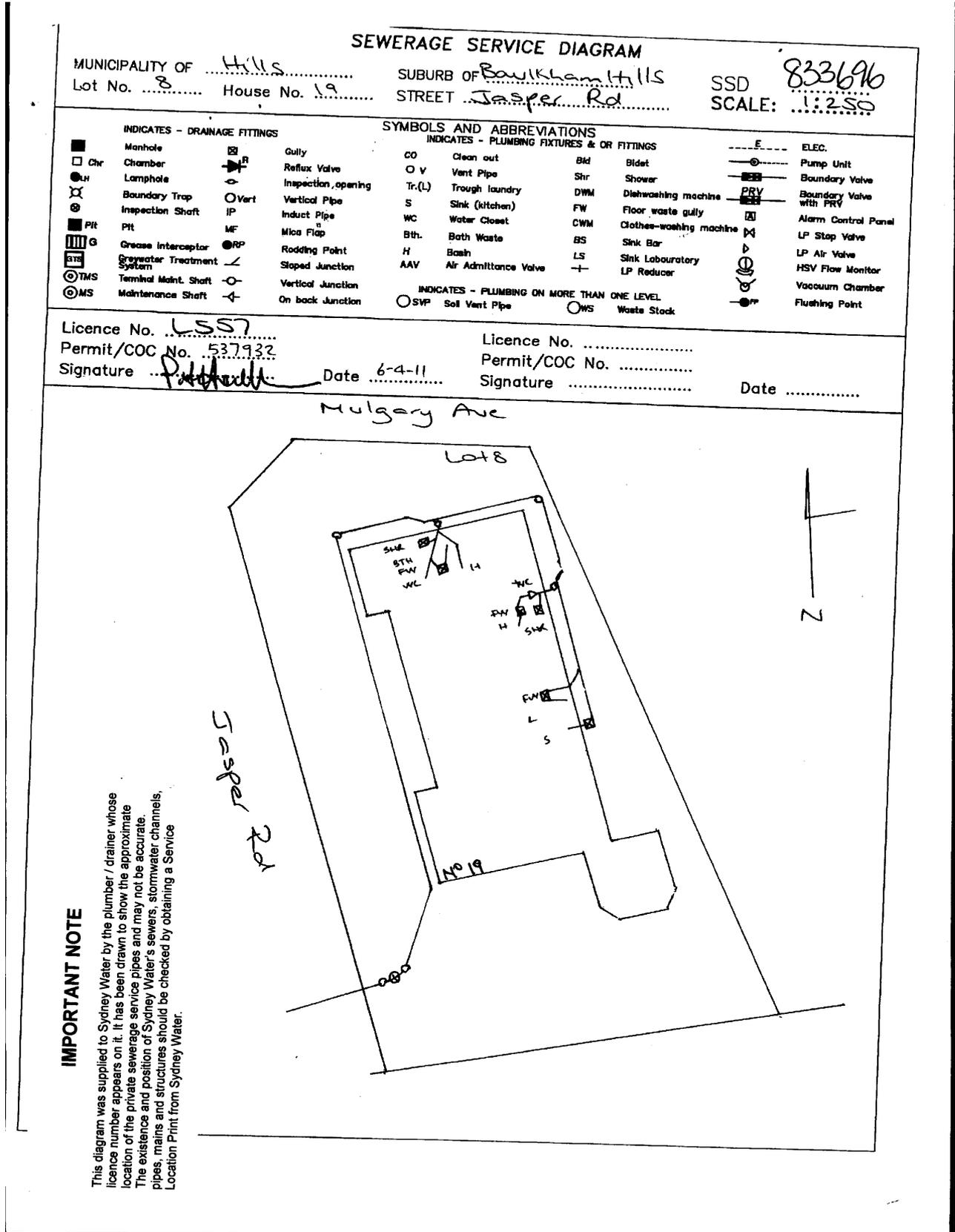
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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Sewer Service Diagram

Application Number: 8001423691



Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	f0729883
Property Address:	70 MULGRAY AVENUE BAULKHAM HILLS
Date of Registration:	11 December 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	f0729883
Property Address:	70 MULGRAY AVENUE BAULKHAM HILLS
Expiry Date:	11 February 2025
Issuing Authority:	Tony (Baha) Jardak - Registered Certifier - bdc2963

Complied with AS1926.1 (2012).

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

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

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

Please remember:

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