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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 65445111	NSW DAN:
vendor's agent	Unique Property Real Estate		Phone: (02) 9560 2111
	39 New Canterbury Road PETERSHAM NSW 2049		Fax:
co-agent			Ref: Hellio Dias
vendor	Nikki Rae Savvas		
vendor's solicitor	Barwick Boitano Lawyers		Phone: (02) 9630 0444
	29 Fennell Street NORTH PARRAMATTA NSW 2151		Fax: (02) 9630 0847
	PO Box 546 PARRAMATTA NSW 2124		Ref: FJB:SMH:2020017
date for completion	42 days after the contract date	(clause 15)	Email: smh@bblawyers.com
land (Address, plan details and title reference)	1/8 HILLCREST RD QUAKERS HILL 2763 Lot 2 in Strata Plan 53402 2/SP53402		
improvements	☑ VACANT POSSESSION ☐ Subject to existing tenancies ☐ HOUSE ☑ garage ☐ carport ☐ home unit ☑ carspace ☐ storage space ☐ none ☑ other: Townhouse		
attached copies	☑ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☑ blinds	☑ dishwasher	☑ light fittings	☑ stove
	☑ built-in wardrobes	☑ fixed floor coverings	☐ range hood	☐ pool equipment
	☑ clothes line	☑ insect screens	☐ solar panels	☑ TV antenna
	☐ curtains	☑ other: Air Conditioner		

exclusions		
purchaser		
purchaser's solicitor		Phone:
		Fax:
		Ref:
price	$	Email:
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor _____ witness _____

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares witness

Choices

vendor agrees to accept a *deposit-bond* (clause 3)	☐ NO	☐ yes
Nominated *Electronic Lodgment 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 (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch 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 *RW 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):

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List of Documents

General

- [x] 1 property certificate for the land
- [x] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document that is to be lodged with a relevant plan
- [x] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [ ] 7 additional information included in that certificate under section 10.7(5)
- [x] 8 sewerage infrastructure location diagram (service location diagram)
- [x] 9 sewer lines location diagram (sewerage service diagram)
- [x] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 *planning agreement*
- [ ] 12 section 88G certificate (positive covenant)
- [ ] 13 survey report
- [ ] 14 building information certificate or building certificate given under *legislation*
- [ ] 15 lease (with every relevant memorandum or variation)
- [ ] 16 other document relevant to tenancies
- [ ] 17 licence benefiting the land
- [ ] 18 old system document
- [ ] 19 Crown purchase statement of account
- [ ] 20 building management statement
- [x] 21 form of requisitions
- [ ] 22 *clearance certificate*
- [x] 23 land tax certificate

Home Building Act 1989

- [ ] 24 insurance certificate
- [ ] 25 brochure or warning
- [ ] 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 27 certificate of compliance
- [ ] 28 evidence of registration
- [ ] 29 relevant occupation certificate
- [ ] 30 certificate of non-compliance
- [ ] 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [x] 32 property certificate for strata common property
- [ ] 33 plan creating strata common property
- [x] 34 strata by-laws
- [ ] 35 strata development contract or statement
- [ ] 36 strata management statement
- [ ] 37 strata renewal proposal
- [ ] 38 strata renewal plan
- [ ] 39 leasehold strata - lease of lot and common property
- [ ] 40 property certificate for neighbourhood property
- [ ] 41 plan creating neighbourhood property
- [ ] 42 neighbourhood development contract
- [ ] 43 neighbourhood management statement
- [ ] 44 property certificate for precinct property
- [ ] 45 plan creating precinct property
- [ ] 46 precinct development contract
- [ ] 47 precinct management statement
- [ ] 48 property certificate for community property
- [ ] 49 plan creating community property
- [ ] 50 community development contract
- [ ] 51 community management statement
- [x] 52 document disclosing a change of by-laws
- [ ] 53 document disclosing a change in a development or management contract or statement
- [ ] 54 document disclosing a change in boundaries
- [ ] 55 information certificate under Strata Schemes Management Act 2015
- [ ] 56 information certificate under Community Land Management Act 1989
- [ ] 57 disclosure statement - off the plan contract
- [ ] 58 other document relevant to off the plan contract

Other

- [ ] 59

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

Len Robinson Strata
12 Sydney Joseph Dr, Seven Hills NSW 2147
Email: louisa@LRSM.com.au
Tel: (02) 9624 6864

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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.

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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.

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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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning, Industry and Environment	**Public Works Advisory**
	Subsidence Advisory NSW
Department of Primary Industries	**Telecommunications**
Electricity and gas	**Transport for NSW**
Land & Housing Corporation	**Water, sewerage or drainage authority**
Local Land Services	

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.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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.

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7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

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

8 Vendor's rights and obligations

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

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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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 –

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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.

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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.

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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 *serving* a transfer of itself implies acceptance of the *property* or the title.
20.14 The details and information provided in this contract (for example, on pages 1 - 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;

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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.

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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 earnt 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 –

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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

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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*.

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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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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

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.

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Additional Conditions

Attached To And Forming Part Of
The Contract for Sale of Land

Between

''The Vendor''

And

''The Purchaser''

For the Property Known as
1/8 Hillcrest Road
Quakers Hill NSW 2763

32. INTERPRETATION AND DEFINITIONS

32.1 Interpretation

Unless the context indicates a contrary intention:

(a) the singular includes the plural and vice versa;

(b) a gender includes other genders;

(c) another grammatical form of a defined word or expression has a corresponding meaning.

(d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule annexure;

(e) a reference to a document or instrument, includes the document or instrument as novated, altered, supplemented or replaced from time to time.

(f) a reference to dollars is to Australian currency and does not include GST that may be payable;

(g) a reference to time is to New South Wales, Australia time;

(h) a reference to a party to this Contract, and a reference to a party to a document includes that party's executors, administrators, successors and permitted assigns and substitutes;

(i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(j) a reference to a statue, ordinance, code or other law includes regulations and other replacements of any of them;

(k) "including" and similar expressions and the giving of examples, do not limit the application of the words to which they relate;

(l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it; and

(m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

32.2 Headings

In this Contract, headings are for ease of reference only do not affect interpretation.

33. AMENDMENTS TO PRINTED FORM

For the purpose of this Contract the terms of Clauses 1 to 31 are amended as follows:

(a) Clause 7.1: Delete Clause 7.1.1.

(b) Clause 7.1.3: Replace the words ''14 days'' with the words ''7days''.

(c) Clause 7.2.1: Replace the amount ''10%'' with the amount ''1%''.

(d) Clause 8.1.2: Delete the words ''and those grounds''.

(e) Clause 10.1: Replace the first line with ''The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of''.

(f) Clause 10.1.8: Replace the word ''substance'' with the word ''existence'' and replace the word ''disclosed'' by the word ''noted''.

(g) Clause 10.1.9: Replace the word ''substance'' with the word ''existence'' and replace the word ''disclosed'' by the word ''noted''.

(h) Clause 10: insert the following additional sub-clause:

''10.1.10 the dimensions of the land''.

''10.4 for the purposes of the clause 10 the Vendor discloses all of the material appearing in the copy of attached documents attached to this contract and all material so appearing is deemed to have been disclosed in substance in this contact''

(i) Clause 16.5: Delete the words ''plus another 20% of that fee''.

(j) Clause 16.6: Add the words ''not less than fourteen (14) days prior to the completion date'' after the words ''of the land''.

(k) Clause 16.8: Add the words ''which is a bank cheque'' to the end of the clause a and replace the amount of ''$10'' with ''$5''.

(l) Clause 23.13 Replace the word ''Vendor'' with ''Purchaser''.

(m) Clause 23.14 Replace the word ''Purchaser'' with ''vendor'' in first sentence only.

(n) Clause 23.15 Delete Clause 23.15.

(o) Clause 23.13, 23.14: The Purchaser is to obtain the Section 184 Strata scheme certificate from the Owners Corporation and agrees to provide a copy of the certificate to the Vendor upon demand. Should the Purchaser not do so and settlement is delayed, the Purchaser agrees to pay interest in accordance with Special Condition 39.

34. PURCHASER WARRANTIES

Subject to the warranty set out in Section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure & Warranty) Regulation 1986 (NSW):

(a) the purchaser warrants;

(i) that unless stated otherwise in this Contract, the Purchaser has not entered into this Contract in reliance on any documents or brochures produced or any expressed or implied statement, representation, promise or warranty made by the Vendor or on its behalf (including any real estate agent) in respect of any matter relating to the Property or which has or may have an effect on the Property, including but not limited to the matters enumerated in (ii); and

(ii) that it shall not make any objection, requisition or claim for compensation in relation to, nor rescind, terminate or delay completion of this Contract because of:

(A) the location of the property;
(B) the condition or state of repair of the Property and Improvements and the furnishings and chattels as at the date hereof;
(C) the suitability of the Property or Improvements for any use including, without limitation, the conduct of a business or any development whatsoever;
(D) the rights and privileges relating to the Property;
(E) the financial return or income to be derived from the Property;
(F) any matter disclosed by any sewerage service diagram;
(G) the presence in or upon the Property of asbestos or other hazardous substances or any environmental hazard or contamination;
(H) the presence of any sewer drain manhole or vent on the Property;
(I) any rainwater downpipe being connected to the sewer;
(J) the state repair or condition of any service to and on the Property;
(K) the nature, location availability or not-availability of any such service; or
(L) whether or not the Property is subject to or has the benefit of any right or easement in respect of any service to the Property or the mains, pipes or connections thereof;

(b) the Purchaser accepts the Property and Improvements in their present state of repair and subject to any latent or patent defects or an infestation or dilapidation and shall not call upon the Vendor to carry out any repairs whatsoever in relation to the Property, Improvements, and/or inclusions;

(c) the Purchaser acknowledges that the property is being purchased in its present condition and state of repair and with any defects as regards construction or repair of any Improvements and subject to any infestation and dilapidation and as a result of the Purchaser's own inspection and the purchaser further acknowledges that the

vendor has not, nor has anyone on the vendors behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or of any Improvements thereon other than as expressly set out in this contract;

(d) the purchaser takes title subject to:

(i) any encroachment by or upon the property; and

(iii) any non – compliance with the *Local Government Act 1993* (NSW); and

(e) (i) if the property is damaged after the contract date but the damage does not materially and adversely affect the ongoing use of the property, the price must be adjusted in favour of the purchaser by an amount equal to the cost of repairing the damage or the reduction in value of the property occasioned by the damage, whichever is the lesser.

(ii) if the property is damaged after the contract date to a degree which materially and adversely affects the ongoing use of the property, either party may rescind.

35. PURCHASER REPRESENTATIONS

35.1 No reliance on vendor

It is hereby agreed and declared that the purchaser does not enter into this contract as a result if any representation, oral or written by the vendor or anyone on the vendor's behalf other than as set forth in this contract and has made all such investigations and enquiries as the purchaser deems appropriate.

35.2 Whole agreement

This contract comprises all the terms and the agreements between the vendor and Purchaser with respect to the sale pursuant to this Contract.

36. INCAPACITY

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

(a) If the purchaser shall die or become mentally ill or; then the vendor may by written notice to the purchaser rescind this contract whereupon Clause 19

shall apply; and

(b) If the purchaser shall be declared bankrupt or enter into any scheme or arrangement or make any assignment for the benefit of creditors or being a company, shall resolve or go into liquidation or have an application for its winding up filed in any court of competent jurisdiction or enter into any scheme or arrangement with its creditors pursuant to Part VIII of the Companies Code, or if a receiver or official manager be appointed in respect of the purchaser, then the purchaser shall be deemed to be in default hereunder and the vendor may by written notice to the purchaser rescind this contract whereupon Clause 19 shall apply.

37. COMPLETION

(a) Completion of this contract will take place on or before 3:00pm on the completion date. If that date is not a business day, the completion date will be the next business day.

(b) If this contract is not completed on or by the completion date the vendor and the purchaser will be entitled, by notice in writing to the other, to fix a date for completion of this contract and, in this regard, makes the time for completion essential.

(c) It is expressly agreed by the vendor and the purchaser that fourteen (14) days between (but excluding) the date of service of the notice (and including) the date for completion specified in the notice will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring completion of this contract even though the period includes days which are not business days. The party giving such notice may specify a time between 12:00 noon and 3:00pm on the date specified for completion.

(d) The vendor may at any time withdraw the notice without prejudice to the continuing right of the vendor to give any further such notice.

38. INTEREST

If the purchase price is not paid by the purchaser to the vendor upon the Completion Date, and provided such delay is not due to the default of the vendor, Then (in addition to all other remedies available to the vendor):

(a) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate ten percent (10%) per annum computed from the completion date until the date of payment to the vendor, both dates inclusive; and

(b) notwithstanding the provisions of any Additional Condition herein, all interest on the deposit earned after the completion date shall be paid to the vendor alone, or as the vendor directs.

The purchaser shall not be entitled to require the vendor to complete this contract unless such interest is paid to the vendor in completion and it is an essential term of this contract that such interest be so paid. The parties hereto expressly agree that this figure represents a genuine pre-estimate of the vendor's damages and is not a penalty clause.

In addition the purchaser shall pay the sum of $330.00 (inclusive of GST) to cover legal costs and expenses incurred by the vendor as a consequence of each delay, as a genuine estimate of these additional expenses, to be allowed by the purchaser as an additional adjustment on completion.

40. SERVICES

The purchaser shall take the title subject to the existing gas, electricity or other installation services and connections (if any) and shall make no objection requisition or claim for compensation if any such services are joint services with any other lot Property or properties, or that such services or connections for lot, Property or Properties pass on or through the lot hereby sold, or the Property of which the lot Hereby sold forms part.

41. PETROLEUM EXPLORATION LICENCE

Where the Property is within either the Upper Hunter or the Sydney-Wyong Regions the Purchaser acknowledges that the Property will be within an area Over which the Electricity Commission of New South Wales holds a Petroleum Exploration Licence pursuant to the *Petroleum Act 1955.* The Purchaser will not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract in connection with any matter covered by this Additional Condition.

42. CLAIMS BY PURCHASER

Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisitions for the purpose of Clause 8 hereof.

43. WARRANTY AS AN AGENT

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property by an agent or employee of an agent other than the agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of an agent's commission arising from this Contract. Then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any such costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses, shall be paid by the Purchaser to the Vendor in addition to the Purchase price herein provided for.

This condition of this Contract and warranty shall endure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

44. FORMS

Upon completion, the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title of the Property and will allow the Purchaser the registration fee payable an any such Discharge of Mortgage or Withdrawal of Caveat and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion.

45. F.I.R.B

The Purchaser warrants that, if the Purchaser is a natural person they are ordinarily resident in Australia and, whether the Purchaser is a natural person or a corporation, that the *Foreign Takeovers Act, 1975* (Cth) does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply, in accordance with the announcement of the Treasurer on 29 September 1987.

In the event that the *Foreign Takeovers Act, 1975* (Cth) applies to Purchaser and to the transaction, in breach of the warranty contained in this Clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

46. DEPOSIT

(a) Where the Vendor has agreed to accept on exchange a deposit less than 10% of the purchase price, the Purchaser acknowledges that in the event that the Vendor shall be entitled to claim the deposit paid pursuant to the provisions of Clause 2, then the Vendor shall, in addition to such part of the deposit as shall have already been paid by the Purchaser, be entitled to recover from the Purchaser a sum equal to the difference between the amount already paid and an amount equal to 10% of the purchase price. This provision is in addition to and not in substitution for the rights of the Vendor under clause 9.3 and in addition to any other rights or claims to which the Vendor may be entitled pursuant to this Contract.

(b) Notwithstanding anything else contained herein, the Purchaser agrees to release to the Vendor, or as the Vendor directs, the deposit or so much of the deposit as is required for the purpose of a deposit, stamp duty, or the balance of purchase monies on the purchase of real estate provided always that such is held within a trust account of a real estate agent, solicitor or certified practising conveyancer, or paid to the Office of State Revenue.

47. SWIMMING POOL

Notwithstanding anything else contained in the Contract, in the event that a swimming pool is included in the Property the subject of this Contract then the Purchaser shall take the swimming pool and surrounds and fencing if any, in its present state of repair and will not make any objection requisition or claim for compensation in relation thereto or as to compliance or otherwise with the *Swimming Pools Act 1992*.

In particular, should the Purchaser require a swimming pool fence or should any competent authority issue any notice requiring the erection of a swimming pool fence or other work to be required pursuant to the *Swimming Pools Act 1002*, such fence shall be erected or work carried out by the Purchaser at the Purchaser's expense.

48. SMOKE ALARM

The Vendor states that:

(a) this contract relates to land on which a building is situated;

(b) smoke alarms or heat alarms are required by Division 7A (smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of

the Environmental Planning and Assessment Regulation 2000 to be installed in the building; and

(c) the building complies with the requirement referred to in paragraph (b) above.

49. SURVEY REPORT

If a survey report is attached to this Contract, the Vendor does not warrant the accuracy or completeness of that Survey Report. The parties agree that all matters disclosed or described in the Survey report are deemed to be specifically disclosed to the Purchaser for the purposes of the Contract.

The Purchaser acknowledges that they have inspected the Survey Report and is satisfied as to all matters described or disclosed therein and the Purchaser shall not be entitled to make any requisition, objection or claim for compensation because of, or in respect of any matter described or disclosed therein.

50. BUILDING CERTIFICATE

(a) If the vendor does not have a Building Certificate, completion of this contract is not conditional on the Vendor or the Purchaser obtaining a Building Certificate.

(b) If the Purchaser applies for a Building Certificate from the Local Council and the Council issues a notice requiring any work to be done to the property or informs the Purchaser of work to be done before it will issue the Certificate, the Purchaser shall not be entitled to make any objection or requisition or claim for compensation under any provision of this Contract and the Vendor shall be under no obligation to carry out any works or comply with any notice as aforesaid and the Purchaser will complete this Contract notwithstanding same.

51. BOUNDARY FENCES

No objection shall be taken, nor shall the Purchaser be entitled to raise any requisitions or make any claim for compensation if it should be found that any boundary of the land parcel hereby agreed to be sold is not fenced or that any fence or wall erected is not be upon or within such boundary.

52. REMOVAL OF CHARGES

The Vendor shall be under no obligation to remove any charge on the property in respect of any rate, tax or outgoing until completion of this contract and the Vendor shall not be deemed to be unable, not ready or unwilling to complete this contract in consequence of any charge upon the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time such notice is so served (or at any time after service) there may be a charge upon the property in respect of any such rate, tax or outgoing.

53. PAYMENT OF THE DEPOSIT BY DEPOSIT GUARANTEE BOND

(a) The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Deposit Guarantor (either named in this Contract or otherwise agreed between the Vendor and the Purchaser).

(b) The delivery to the Vendor or the Vendor's solicitor of a Bond which binds the Deposit Guarantor to the Vendor shall, subject to this clause, be deemed for the purposes of this Contract to be payment of the guaranteed amount at the time of such delivery in account of the deposit to the person or persons nominated in the Contract to receive the deposit, and:

i. On completion of this Contract, or at such time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor by unendorsed bank cheque; or

ii. If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchase for payment forthwith of the deposit (or so much thereof as has not been paid and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice (time to be of the essence) the Vendor shall be entitled to demand payment from the Deposit Guarantor in accordance with the provisions of the Bond and the proceeds of the Bond will be deemed to be the deposit for the purposes of Clause 9.

54. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to this Contract shall be in the form of Requisitions on Title annexed hereto.

55. ADDITIONAL COSTS AND ADJUSTMENTS

55.1 If for any reason (other than default of the Vendor) completion of this Contract does not take place at the time scheduled between the parties and settlement must be rescheduled, then, in addition to any other sums payable and without prejudice to the Vendor's rights under this Contract or otherwise, the Purchaser shall be liable for the amount of two hundred twenty dollars ($220.00) (inclusive of GST) as a genuine pre-estimate of the additional costs and other expenses incurred by the Vendor in respect of such settlement rescheduling for each and every time settlement is rescheduled.

55.4 If any costs become payable under this clause, then:

(a) such costs shall be allowed as an adjustment at settlement; and

(b) the Purchaser agrees and acknowledges that it is an essential term of the Contract that such costs be paid to the Vendor on completion and the Purchaser is not entitled to require the Vendor to complete unless such costs are paid.

56. WARRANTY RE FINANCE APPROVAL

The Purchaser warrants to the Vendor that they either:

(a) hold a current loan in an amount and upon terms satisfactory to them and sufficient to enable completion of this Contract within the time stipulated and upon the terms and conditions set out herein; or

(b) do not require finance to complete this purchase,

and the Purchaser shall remain liable to the Vendor for damages arising from the breach of the warranty notwithstanding that the Purchasers may have rights pursuant to the *Consumer Credit Code (NSW) Act 1995* and the Purchaser further acknowledges that the Vendor relies upon this warranty entering into this contract.

57. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING PAYMENTS

In the event that this sale is of a property with a value of $750,000.00 or more then:
(a) Declaration, clearance certificate or variation
(i) The purchaser is deemed to have accepted the vendor's attached declaration unless the purchaser advises the vendor within 7 days that the declaration is not accepted.

Warning a purchaser cannot rely upon a declaration he knows to be false

ii) Failing the giving or acceptance of a declaration on exchange the vendor must immediately advise the purchaser whether or not a declaration or a clearance certificate or variation notice from the Australian Taxation Office will be provided.

(iii) A declaration, clearance certificate or variation must be given at least 7 days prior to settlement.

(b) Withholding and remission of payment
(i) If the purchaser accepts the vendor's declaration, the purchaser must not withhold any amount on account of CGT withholding tax.

(ii) If the vendor gives a clearance certificate, the purchaser must not withhold any amount on account of CGT withholding tax.

(iii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.

(iv) In the event that the vendor does not provide a declaration which was accepted by the purchaser, a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 10% of the purchase price on account of CGT withholding tax.

(v) The purchaser must remit to the Australian Taxation Office any amount withheld on account of GCT withholding tax as soon as possible following settlement.

(c) Compliance costs
The vendor must pay to the purchaser costs of $330 as an adjustment on settlement for withholding and remittance of the CGT withholding tax.

(d) Vendor to indemnity purchaser
In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

58. POSSESSION

(a) Vacant possession on settlement
Vacant possession shall be given to the purchaser on settlement unless the property is sold subject to a tenancy.

(b) Early possession
If the purchaser with the vendor's consent takes possession prior to settlement then:
(i) Such possession is as a licensee only. Such licence at will may be terminated at any time on seven days notice;

(ii) The risk passes to the purchaser on possession and a policy of insurance against all risks for the value of the property with the usual extensions and including public risk must be produced to the vendor before possession;

(iii) The property must be kept in the state of cleanliness and repair consistent with its condition before possession and its structure must not be altered;

(iv) The purchaser must not sublet or part with possession of the property and must not contravene any statutory requirements affecting the property;

(v) The purchaser must allow the vendor or any person authorised by the vendor to inspect the property on 24 hours notice;

(vi) The purchaser must pay any licence fee agreed;

(vii) Any expenses incurred by the vendor in remedying breaches of the terms of this licence must be reimbursed by the purchaser.

59. GUARANTEE IF CORPORATE PURCHASER

We the Guarantors whose names addresses and descriptions are set out in the Schedule hereto (hereinafter called "the Guarantors") in consideration of the within names Vendor selling to the within names Purchaser at our request the property described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any terms or condition of the within Contract to be preformed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest charges or other moneys which shall then be due and payable to the Vendor and as a separate and independent obligation will further jointly and severally undertake to keep the Vendor indemnified against all lost of purchase money, interest and other moneys payable under the within contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid or repudiation on the part of the Purchaser. The Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect of forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or the performances of observance or by any other thing which under the law relating sureties would but for this provision have the effect of releasing us our executor or administrators.

SCHEDULE

_____ _____
Name of Guarantor Name of Guarantor

_____ _____
Address of Guarantor Address of Guarantor

Director/Secretary of: _____
Name of Purchaser Company

IN WITNESS WHEREOF the said Guarantor has hereto set his hand and seal this day of 20

SIGN SEALED AND DELIVERED)
By the said) _____
In the presence of:)

_____

SIGN SEALED AND DELIVERED)
By the said) _____
In the presence of:)

_____

Form 800 **STRATA TITLE**

From .....*Purchasers Solicitor*

To .....*Vendors Solicitor*

Date:.....

REQUISITIONS ON TITLE *2008 EDITION*

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

Property .....

In these Requisitions:-

(a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
(b) "the Act" means the Strata Schemes Management Act 1996.
(c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
(d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
(e) "parcel" means land, improvements and fixtures.
(f) "land" means the land only.
(g) "improvements" means improvements and fixtures.
(h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.	
8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

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REQUISITIONS	RESPONSE
9. If the sale of the property is subject to an existing tenancy:- (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should he handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
10. If the lot is sold "off-the-plan":- (a) The Vendor must provide the Purchaser before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion.	
11. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
12. If the Transfer will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?	
14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6	
15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.	

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REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

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REQUISITIONS	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

DISCLAIMER
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.....
Solicitor for Vendor

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LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP53402

SEARCH DATE	TIME	EDITION NO	DATE
29/1/2020	4:11 PM	7	1/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 2 IN STRATA PLAN 53402
AT QUAKERS HILL
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

NIKKI RAE SAVVAS (T AH476116)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP53402
2 AH476117 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP53402

SEARCH DATE	TIME	EDITION NO	DATE
29/1/2020	4:14 PM	2	6/2/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 53402 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUAKERS HILL
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP53402

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 53402
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- LEN ROBINSON STRATA & COMMUNITY MANAGEMENT P/L
P O BOX KL 925
KINGS LANGLEY
NSW 2147

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
3 DP858289 EASEMENT TO DRAIN WATER 4 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP858289 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP858289 RESTRICTION(S) ON THE USE OF LAND
6 SP53402 RESTRICTION(S) ON THE USE OF LAND
7 SP53402 POSITIVE COVENANT
8 AH535757 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 120)

STRATA PLAN 53402

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	10	2	10	3	10	4	10
5	10	6	10	7	10	8	10
9	10	10	10	11	10	12	10

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP53402 PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200536 PRINTED ON 29/1/2020

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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

COUNCIL'S CERTIFICATE

BLACKTOWN CITY COUNCIL (Name of Council)

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

* ~~strata plan~~
* strata plan of subdivision

illustrated herein

* Council does not object to the encroachment of the building beyond the alignment of

*This approval is given on the condition that lot(s)

takes subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973

Date 13-9-1996

Subdivision No. 9508

General Manager/Authorised Person

*Complete, or delete if inapplicable

Consent 12656 - 5/8/92 - CA/94/142

SURVEYOR'S CERTIFICATE

I, STEVEN JOHN SAMPSON

of BURTON AND FIELD P/L (DX 5070 LIVERPOOL)

a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the parcel (except to the extent that)

*(a) the building encroaches on a public place;

*(b) the building encroaches on land other than a public place, in respect of which encroachment an appropriate easement

*has been created by registered † ..... / will be created under section 88B of the Conveyancing Act 1919

(5) the survey information recorded in the accompanying location plan is accurate.

Signature

Date 10.7.96

* Delete if inapplicable

† State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in 4 sheets.

PLAN OF SUBDIVISION LOT 8 IN D.P.858289

LGA BLACKTOWN Locality : QUAKERS HILL

Parish : PROSPECT County : CUMBERLAND

Reduction Ratio 1: ——— Lengths are in metres

STRATA PLAN 53402

Registered : 23.9.1996

C.A. :N° 9508 OF 13-9-1996

Purpose : STRATA PLAN

Ref. Map : U. 8260 - 32

Last Plan : DP 858289

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS
STRATA PLAN No.
No. 8 HILLCREST AVENUE
LALOR PARK 2147

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT AND SEC 7(3) OF THE STRATA TITLES ACT 1973 IT IS INTENDED TO CREATE:-

1. RESTRICTION ON THE USE OF LAND.
2. POSITIVE COVENANT.

COMMON SEAL MALINDA HOMES PTY LTD. ACN 000 188 672

Director

SECRETARY

For other Director Signature please see above.

SCHEDULE OF UNIT ENTITLEMENT	
UNIT	ENTITLEMENT
1	10
2	10
3	10
4	10
5	10
6	10
7	10
8	10
9	10
10	10
11	10
12	10
TOTAL	120

SEE SHEET 2 FOR LOCATION PLAN.

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE: S.979/96-27782 CHECKLIST

Plan Drawing only to appear in this space

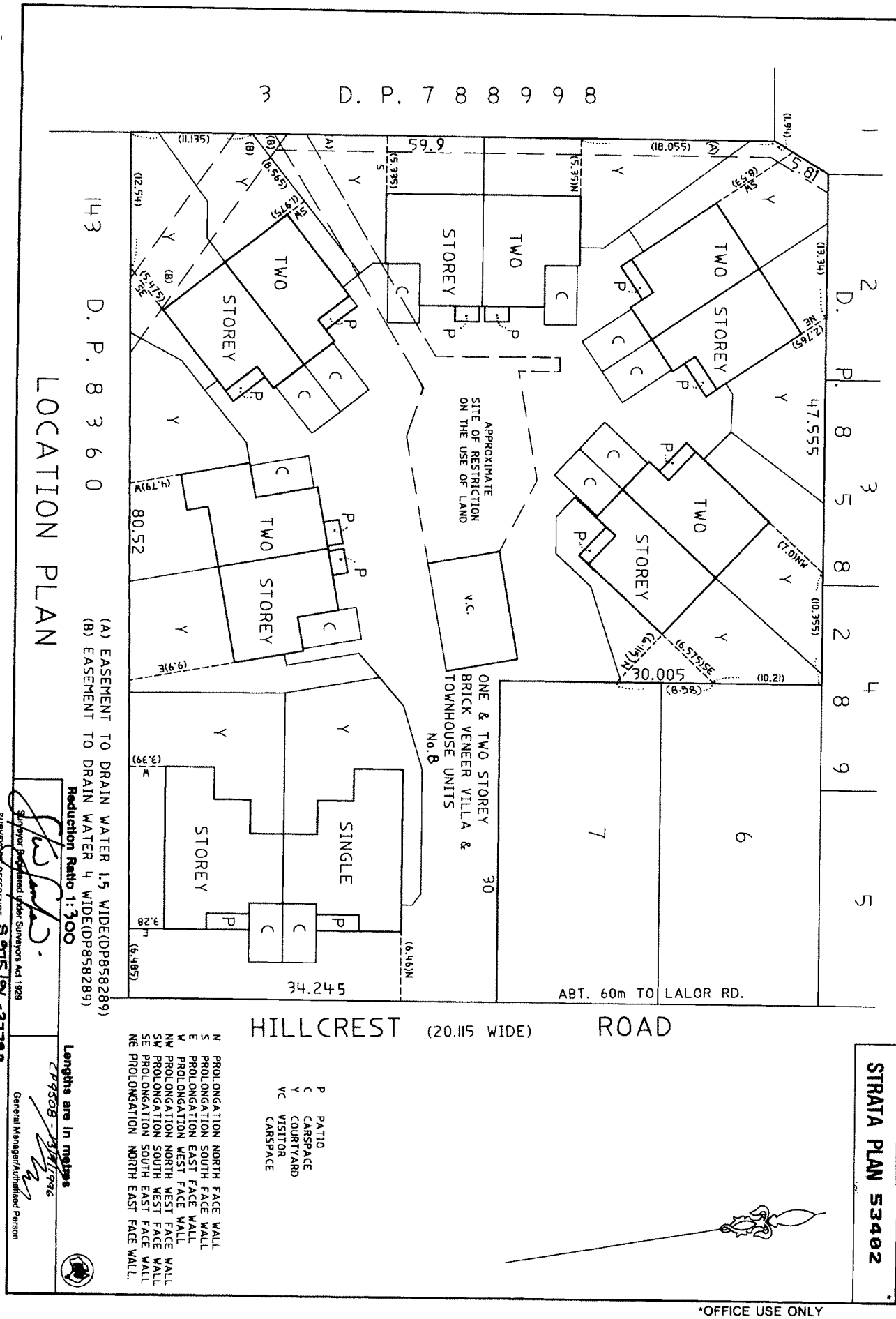
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Req:R547890 /Doc:SP 0053402 P /Rev:24-Sep-1996 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:2 of 4
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



(A) EASEMENT TO DRAIN WATER 1.5 WIDE(DP858289)
(B) EASEMENT TO DRAIN WATER 4 WIDE(DP858289)

Reduction Ratio 1:300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 9915/96-2782.

ZP4508 - 3/11/1996

General Manager/Authorised Person

Sheet No. 2 of 4 Sheets

STRATA PLAN 53402

*OFFICE USE ONLY

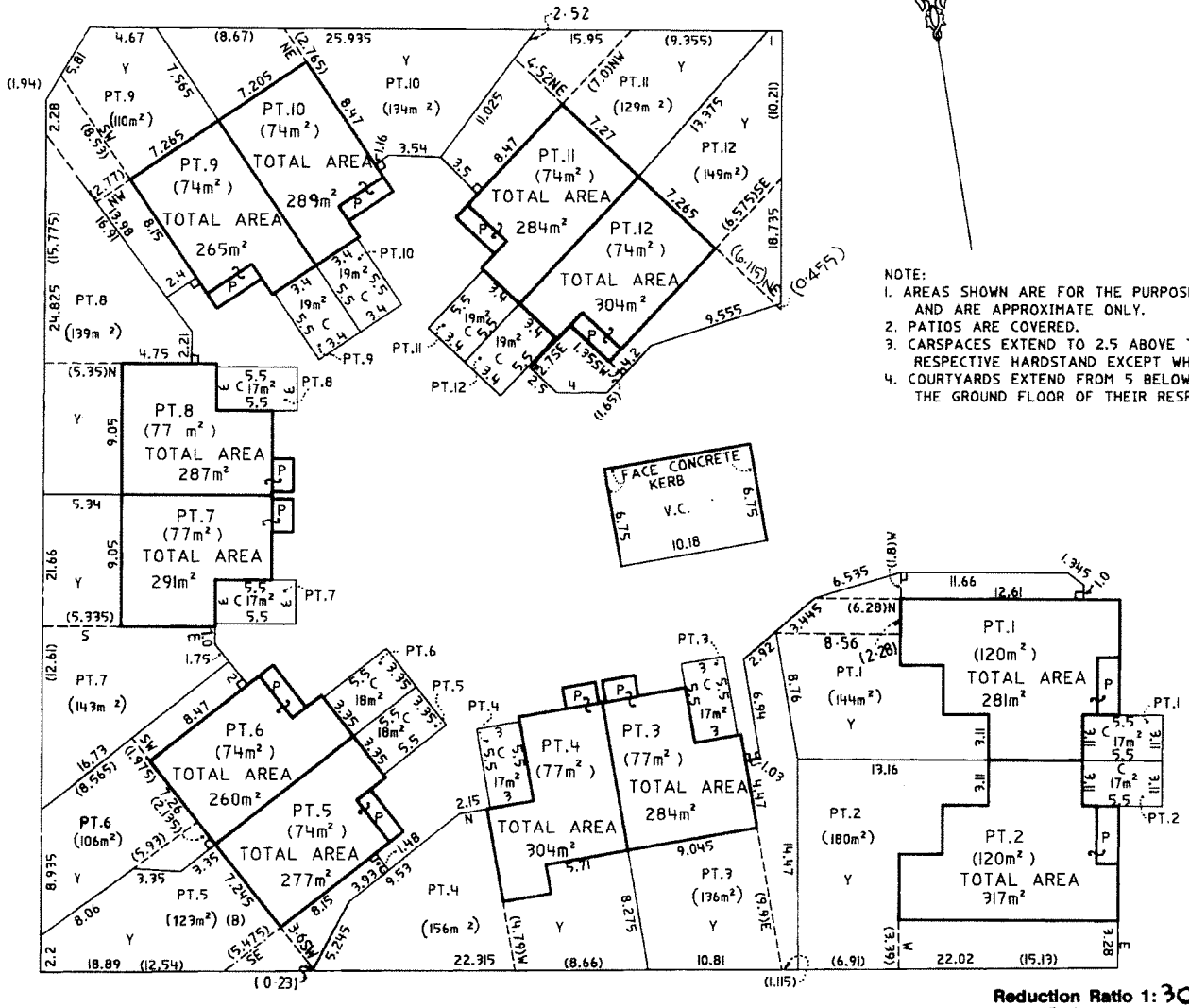
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 4 Sheets

STRATA PLAN 53402

*OFFICE USE ONLY



NOTE:
1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE ONLY.
2. PATIOS ARE COVERED.
3. CARSPACES EXTEND TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND EXCEPT WHERE COVERED.
4. COURTYARDS EXTEND FROM 5 BELOW TO 10 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE UNIT IMMEDIATELY ADJOINING.

Y COURTYARD
P PATIO
C CARSPACE
V.C. VISITOR CARSPACES

N PROLONGATION NORTH FACE WALL
S PROLONGATION SOUTH FACE WALL
E PROLONGATION EAST FACE WALL
W PROLONGATION WEST FACE WALL
NW PROLONGATION NORTH WEST FACE WALL
SW PROLONGATION SOUTH WEST FACE WALL
SE PROLONGATION SOUTH EAST FACE WALL
NE PROLONGATION NORTH EAST FACE WALL

GROUND FLOOR PLAN

Reduction Ratio 1: 300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

CP9508 - 15/9/1994

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.975/96-27782

Reg:R547890 /Doc:SP 0053402 P /Rev:24-Sep-1996 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:3 of 4
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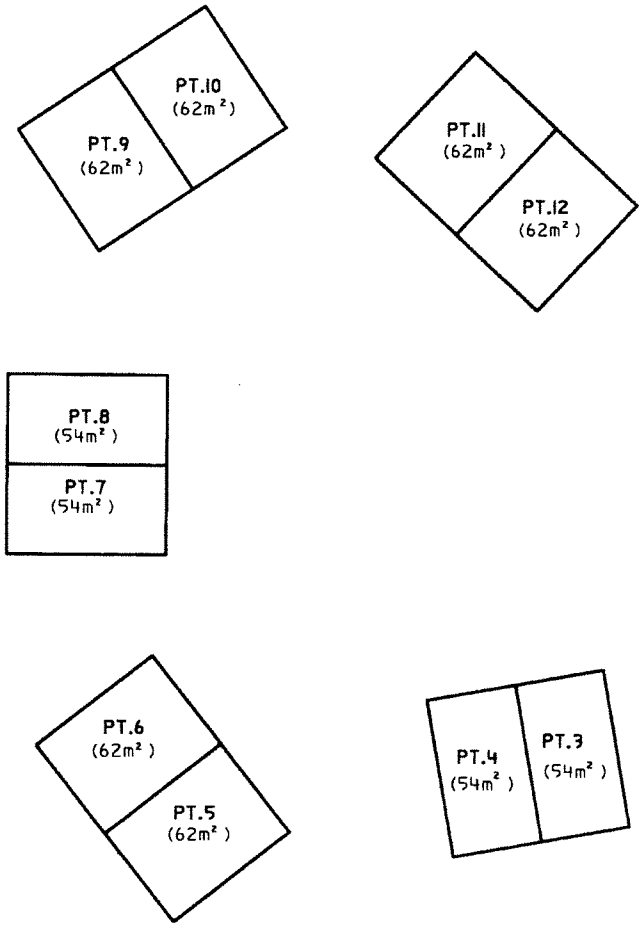
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

STRATA PLAN 53402

*OFFICE USE ONLY



FIRST FLOOR PLAN

NOTE:
1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 300

Lengths are in metres

CP9508 - 13/9/1996

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.975/96-27782

Req:R547890 /Doc:SP 0053402 P /Rev:24-Sep-1996 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:4 of 4
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Req:R547892 /Doc:SP 0053402 B /Rev:24-Sep-1996 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:1 of 3
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B AND 88E, CONVEYANCING ACT, 1919 AND 7(3) STRATA TITLES ACT

Lengths are in metres

PART 1.

PLAN SP 53402

Subdivision of Lot 8 in Deposited Plan Number 858289 covered by Council's Certificate Number 9508 - 13/9/1996

Full name and address of the proprietor of the land:	Valinda Homes Pty. Limited Level 1, 36 Stoddart Road, PROSPECT NSW 2148
1. Identity of Restriction on the use of land firstly referred to in abovementioned plan:	Restriction on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
Common Property, 6 and 7	Blacktown City Council

2. Identity of Positive Covenant secondly referred to in abovementioned plan:	Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
Common Property, 6 and 7	Blacktown City Council

PART 2.

1. Terms of Restriction on use firstly referred to in the abovementioned plan.

(1) No building or other structure shall be erected constructed or placed on the burdened land without the prior consent in writing of the Council of the City of Blacktown.

(2) The proprietor of the servient tenement shall not make alterations to the surface levels, grates, pipes, kerbs or any other structure without the prior consent in writing of the Council of the City of Blacktown.

Req:R547892 /Doc:SP 0053402 B /Rev:24-Sep-1996 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:2 of 3
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B AND 88E, CONVEYANCING ACT, 1919 AND 7(3) STRATA TITLES ACT

Lengths are in metres (Sheet 2 of 3 sheets)

PLAN **53402**

Subdivision of Lot 8 in Deposited Plan Number 858289 covered by Council's Certificate Number 9508 - 13/9/1996

2. Terms of Positive Covenant secondly referred to in the abovementioned plan.

The proprietors of the lot/s burdened will in respect to the system described in the restriction on use firstly referred to in this instrument:

(a) Permit stormwater to be temporarily detained by the system,

(b) Keep the system clean and fee from silt, rubbish and debris,

(c) Maintain and repair the system so that it functions in a safe and efficient manner,

(d) Replace, repair, alter and renew the whole or parts of the system within the time and in the manner specified in a written notice issued by the Council,

(e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the proprietor's expense,

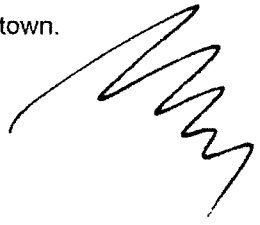
(f) Not make any alterations to the system or elements thereof without prior consent in writing of the Council,

(g) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause,

(h) Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

In this covenant "Council" means The Council of the City of Blacktown.



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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B AND 88E, CONVEYANCING ACT, 1919 AND 7(3) STRATA TITLES ACT

Lengths are in metres

PLAN **53402**

Subdivision of Lot 8 in Deposited Plan Number 858289 covered by Council's Certificate Number 9508 - 13/9/96

Name of person or Authority empowered to Release, Vary or Modify the Restriction firstly referred to and the Positive Covenant Secondly referred to in abovementioned Plan.

The Council of the City of Blacktown.

THE COMMON SEAL of Valinda Homes Pty. Limited was hereunto affixed by authority of the Directors previously given and in the presence of:

COMMON SEAL
VALINDA
HOMES
PTY. LTD.
A.C.N. 000 188 572

SECRETARY

REGISTERED 23.9.1996

Ref: c:\winword\88b\pionlal1.doc

Req:R547896 /Doc:DP 0858289 P /Rev:19-Apr-1996 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:1 of 1
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PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 858289

Registered: 19.4.1996.

C.A: No 9375 OF 13.7.1996.

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8260-32*

Last Plan: DP8360, DP808101

PLAN OF SUBDIVISION OF LOTS 141 & 142 IN D.P. 8360 & LOT 12 IN D.P. 808101

Lengths are in metres. Reduction Ratio 1:400

LGA: BLACKTOWN

Locality: QUAKERS HILL

Parish: GIDLEY

County: CUMBERLAND

This is sheet 1 of my plan in ... sheets. (Delete if inapplicable)

I, STEVEN JOHN SAMPSON

of BURTON & FIELD C/- DX5020 LIVERPOOL

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 10.8.95.

(Signature) Surveyor registered under the Surveyors Act 1929

Datum Line of Azimuth 'X' - 'Y'

Plans used in preparation of survey/compilation.
D.P. 815114
D.P. 8360
D.P. 829317
D.P. 808101
D.P. 788998

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE

1 EASEMENT TO DRAIN WATER 4 WIDE
2 EASEMENT TO DRAIN WATER 1·5 WIDE
3 EASEMENT TO DRAIN WATER 3 WIDE & VAR
4 EASEMENT TO DRAIN WATER 1·2 WIDE
5 EASEMENT FOR ELECTRICITY PURPOSES 2·75 WIDE
6 RESTRICTION ON THE USE OF LAND
7 RESTRICTION ON THE USE OF LAND
8 RESTRICTION ON THE USE OF LAND
9 POSITIVE COVENANT
10 RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE
1 STRIP OF LAND FOR ROAD WIDENING VARIABLE WIDTH TO THE PUBLIC AS ROAD

PLAN ... TO AT SHIP ... REGISTER

SIGNATURE AND SEALS ONLY

Crown Lands Office Approval

PLAN APPROVED ... (Authorised Officer)

Land District ...

Paper No. ...

Field Book ... pages ...

Council's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

†(b) the requirements of † Part 3 Division 2 of the Water Board Act 1987, or †~~Part 6 Division 7 of the Hunter Water Board (Corporation) Act 1991~~

have been complied with by the applicant in relation to the proposed ... Subdivision & Road Widening (Insert "new road", "subdivision" or "consolidated lot") set out hereon

Subdivision No. 9375

Date 19-3-1996

(Signature) ... General Manager/Authorised Person

Council File No. SA-94-82

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

†Delete if inapplicable

Consent 13575 - 30/6/94

SURVEYOR'S REFERENCE: S975-94/27782 CHECKLIST

SCHEDULE of SHORT & CURVED BOUNDARIES

No:	BEARING	CHORD	ARC	RADIUS
1	39°53'10"	5·81		
2	112°45'00"	3·985		
3	144°15'00"	3·98		
4	175°44'00"	3·985		

(A) COVENANT - Y705777

SURVEY PRACTICE REGULATIONS 12 CLAUSE 32(2)				
MARK	I.S.G. CO-ORDINATES EASTING	NORTHING	ZONE	ACC
P.M.25528	290 108·331	1 266 586·259	56	2
SSM44890	289 869·758	1 266 627·892	56	2
P.M.5794	290 036·379	1 266 272·790	56	2

SOURCE: I.S.G. CO-ORDINATED ADOPTED FROM N.S.W.L.I.C. AT 10-8-95

COMBINED SCALE FACTOR 0·99994

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

Lengths are in metres

PLAN

DP 858289

Subdivision of Lots 141 and 142 in Deposited Plan Number ~~8638~~* and Lot 12 in Deposited Plan Number 808101 covered by Council's Certificate Number 9375-13-3-1996

* 8360

PART 1.

Full name and address of the proprietor of the land:

Valinda Homes Pty Ltd
~~Pioneer Homes Australia Limited~~
Level 1, 36 Stoddart Road,
PROSPECT NSW 2149.

1. Identity of easement firstly referred to in abovementioned plan: Easement to drain water 4 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
8	Blacktown City Council

2. Identity of easement secondly referred to in abovementioned plan: Easement to drain water 1.5 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
8	1 to 7 inclusive
4	5

3. Identity of easement thirdly referred to in abovementioned plan: Easement to drain water 3 wide and variable.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
2	3 to 7 inclusive
3	4 to 7 inclusive
4	5 to 7 inclusive

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

Lengths are in metres

PLAN

DP 858289

Subdivision of Lots 141 and 142 in Deposited Plan Number ~~8630~~ 8360 and Lot 12 in Deposited Plan Number 808101 covered by Council's Certificate Number 9375 13-3-1996

4. Identity of easement fourthly referred to in abovementioned plan: Easement to drain water 1.2 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
6	7

5. Identity of easement fifthly referred to in abovementioned plan: Easement for Electricity purposes 2.75 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
5	Prospect Electricity

6. Identity of Restriction on the use of land sixthly referred to in abovementioned plan: Restriction on the Use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
1 & 8	Blacktown City Council

7. Identity of Restriction on the use of land seventhly referred to in abovementioned plan: Restriction on the Use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
8	Blacktown City Council



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

Lengths are in metres (Sheet 3 of 7 sheets)

PLAN **DP 858289**

Subdivision of Lots 141 and 142 in Deposited Plan Number ~~8630~~* and Lot 12 in Deposited Plan Number 808101 covered by Council's Certificate Number 9375 13-3-1996

* 8360

8. Identity of Restriction on the use of land eighthly referred to in abovementioned plan: Restriction on the Use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
2, 3, 4	Blacktown City Council

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

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
2, 3, 4	Blacktown City Council

10. Identity of Restriction on the use of land tenthly referred to in abovementioned plan: Restriction on the Use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lot or Authority benefited
1, 2, 8	Blacktown City Council

PART 2.

1. Terms of Easement fifthly referred to in the abovementioned plan.

An easement for the transmission of electricity and for the purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by the Council to enter into and upon the said easement or any part thereof at all reasonable times and to

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

Lengths are in metres (Sheet 4 of 7 sheets)

PLAN **DP 858289**

Subdivision of Lots 141 and 142 in Deposited Plan Number ~~8630~~* and Lot 12 in Deposited Plan Number 808101 covered by Council's Certificate Number 9375 13-3-1996

* 8360

remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original conditions.

2. **Terms of Restriction sixthly referred to in the abovementioned plan.**

(a) No fence shall be erected on the boundary of any Lot adjoining land which is to be created as Public Reserve or Drainage Reserve without the consent of the Council of the City of Blacktown.

(b) Such consent shall not be withheld, however, if such fence is erected without expense to the Council of the City of Blacktown.

(c) The restrictions shall remain in force only during such time as the Council of the City of Blacktown is the registered proprietor of the land immediately adjoining the land burdened in the plan and shall bind all successive owners and assigns of each lot burdened.

3. **Terms of Restriction seventhly referred to in the abovementioned plan.**

The burdened lot is not to be built upon or developed without the prior consent of Blacktown City Council.

No dwelling house shall be erected on the Lots burdened unless the proprietor has first constructed or has made provision for construction of an on-site stormwater detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) (hereinafter called "the system"). The design, construction and/or provision of the system shall be to the requirements and satisfaction of Blacktown City Council.

4. **Terms of Restriction eighthly referred to in the abovementioned plan.**

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by Council D.D.S.D. No.90.

The registered proprietors covenant with the applicant that they will not:-

I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient matter.

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

Lengths are in metres (Sheet 5 of 7 sheets)

PLAN DP 858289

Subdivision of Lots 141 and 142 in Deposited Plan Number ~~8630~~ * 8360 * and Lot 12 in Deposited Plan Number 808101 covered by Council's Certificate Number 9375 - 13/3/1996

II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.

III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E (5) of the Act.

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council D.D.S.D.No. 90 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

5. Terms of Positive Covenant ninthly referred to in the abovementioned plan.

The registered proprietors covenant with the applicant that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

I. The registered proprietor will:

(a) Keep the structure and works clean and free from silt, rubbish and debris.

(b) Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

II. For the purpose of ensuring observance of the covenant the applicant may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceably not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

III. By written notice the applicant may require the registered proprietors to attend to any matter and carry out such work within such time as the applicant may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F (2) (a) of the Act is hereby agreed to be amended accordingly.

IV. Pursuant to Section 88F (3) of the Act the authority shall have the following additional powers pursuant to this covenant:

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

Lengths are in metres (Sheet 6 of 7 sheets)

PLAN DP 858289

Subdivision of Lots 141 and 142 in Deposited Plan Number ~~8630~~ * and Lot 12 in Deposited Plan Number 808101 covered by Council's Certificate Number 9375 - 13/3/1986

8360 *

(i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the applicant as set out above the applicant or its authorised agents may enter the land with all necessary equipment and carry out any work which the applicant in its discretion considers reasonable to comply with the said notice referred to in part III hereof.

(ii) The applicant may recover from the registered proprietor in a Court of competent jurisdiction:

(a) any expense reasonably incurred by it in exercising it powers under sub-paragraph (I) hereof. Such expense shall include reasonable wages for the applicants own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the applicant, for the use of machinery, tools and equipment in conjunction with the said work.

(b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

V This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E (5) of the Act.

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council D.D.S.D.No. 90 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

6. Terms of Restriction tenthly referred to in the abovementioned plan.

No building shall be erected on filled land unless constructed on pier and beam footings to a safe and uniform strata or alternatively on footings or slab designed and certified by a certified practicing engineer to the requirements and satisfaction of the Council of the City of Blacktown.

* 88

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

Lengths are in metres (Sheet 7 of 7 sheets)

8360 *

PLAN DP 858289

Subdivision of Lots 141 and 142 in Deposited Plan Number ~~8630~~ * and Lot 12 in Deposited Plan Number 808101 covered by Council's Certificate Number 9375 - 13/3/1996

Name of Authority empowered to Release, Vary or Modify the Restrictions sixthly, seventhly and eighthly and Positive Covenant ninthly referred to is Blacktown City Council.

THE COMMON SEAL of ~~Pioneer Homes Australia Limited~~ Valinda Homes Pty Ltd was hereunto affixed by authority of the Directors previously given and in the presence of:

COMMON SEAL
VALINDA HOMES PTY. LTD.
A.C.N. 000 188 572

x DIRECTOR

x SECRETARY

BLACKTOWN CITY COUNCIL

REGISTERED 19.4.1996.

Req:R547901 /Doc:DL AH535757 /Rev:11-Feb-2013 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:1 of 2
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Form: 15CB
Release: 3.1
www.lpma.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AH535757C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Regi by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE — For the common property
CP/SP53402

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
256L	LLPN 123167 X CITY AGENTS DX 1293 SYDNEY 02 9232 2077 Reference: ROB/211	CB

(C) The Owners-Strata Plan No. 53402 certify that pursuant to a resolution passed on 22 November 2012 and

(D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

SEE ANNEXURE 'A'

(F) The common seal of the Owners-Strata Plan No. 53402 was affixed on 27 November 2012 in the presence of—

Signature(s):

Name(s): DONNA CARROLL

being the person(s) authorised by section 238 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

THE PROPRIETORS - STRATA PLAN No. 53402 Common Seal

LEN ROBINSON STRATA & COMMUNITY MANAGEMENT PTY LTD ACN 112 120 8

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1008

LAND AND [illegible]MENT AUTHORITY

Req:R547901 /Doc:DL AH535757 /Rev:11-Feb-2013 /NSW LRS /Pgs:ALL /Prt:29-Jan-2020 16:19 /Seq:2 of 2
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17

To specially resolve pursuant to Section 47 of the Strata Schemes Management Act 1996 to add Special By-Law 1

SPECIAL BY LAW 1

In addition to the powers, authorities, duties and functions conferred of imposed upon the Owners Corporation by the Act and the By-Laws the Owners Corporation shall have the following additional power, authorities, duties and functions:

The power to or authorise the managing agent to email all general or Executive Committee meeting agendas and minutes to all lot owners.

THE PROPRIETORS - STRATA PLAN No. 53402 Common Seal

LEN ROBINSON STRATA & COMMUNITY MANAGEMENT PTY LTD Common Seal A.C.N. 111 212 018

Application No. 10357323

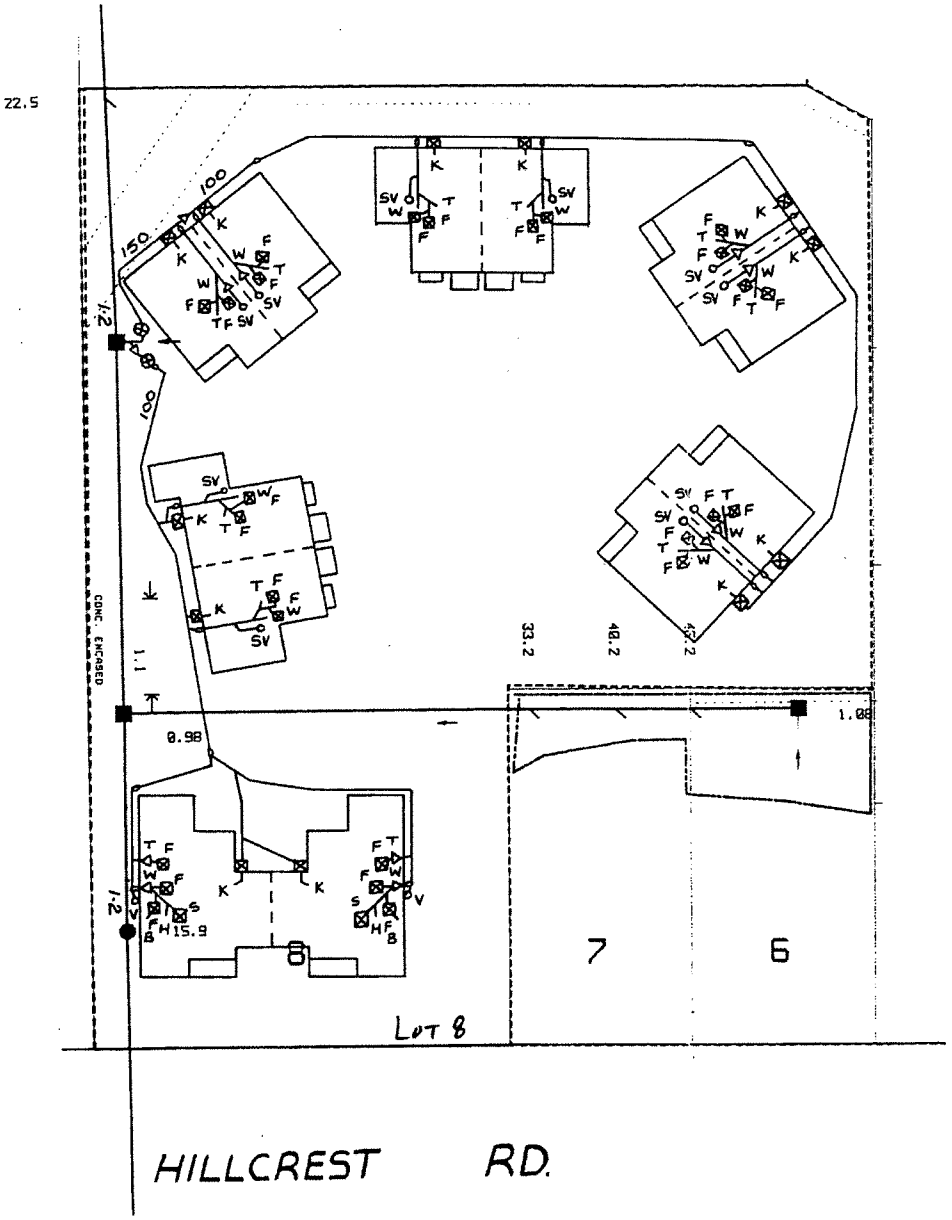
Copy of Diagram No. 4925016

M. W. S. & D. B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF BLACKTOWN

SUBURB OF QUAKERS HILL



Scale: Approx. 1:500
Distances/depths in metres
pipe diametres in millimetres

SEWER AVAILABLE

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

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

SYMBOLS AND ABBREVIATIONS

■	Manhole	O WS	Waste Stack
□ Chr.	Chamber	IP	Induct Pipe
● L.H.	Lamphole	MF	Mica Flap
⌑	Boundary Trap	T	Tubs
⊕	Inspection Shaft	K	Kitchen Sink
■ Pit	Pit	W	Water Closet
▤ G	Grease Intercepter	B	Bath Waste
⊠	Gully	H	Handbasin
⊠ P	P Trap	S	Shower
■ R	Reflux Valve	Jn.	Junction
◇	Cleaning Eye	DW.	Dishwasher
O Vert	Vertical Pipe	F	Floor Waste
O V	Vent Pipe	M	Washing Machine
O SV	Soil Vent Pipe	BS	Bar Sink

DRAINAGE

Supervised by

...../...../.....
Inspector

Field Diagram Examined by

...../...../.....
Chief Inspector

Date of Issue

Tracing Checked by

...../...../.....

PLUMBING

Supervised by

...../...../.....
Inspector

Outfall ..... Drainer .....

W.s ..... Ur.s ..... Plumber .....

W.O. ..... Gaz. on ...../...../.....

W.O. ..... Gaz. on ...../...../.....

Boundary Trap is/is not required

Sheet No.

...../...../.....
for House Services Engineer

Connection a: / / b: / / c: / / d: / / e: / / f: / / g: / / h: / / i: / / k: / / m: / / n: / / p: / / q: / /

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

Created on Jan 29, 2020 4:25:43 PM

Application No. 10357322 Created on Jan 29, 2020 4:25:42 PM



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

Australasian Legal Information Institute

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

SCHEDULE 2 – BY-LAWS FOR PRE-1996 STRATA SCHEMES

(Clause 35)

1 NOISE

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Note : This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

Note : This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note : This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

Note : This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5 DAMAGE TO COMMON PROPERTY

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note : This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note : This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

Note : This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Note : This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 BEHAVIOUR OF INVITEES

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Note : This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note : This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note : This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 CLEANING WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note : This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note : This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note : This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14 FLOOR COVERINGS

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note : This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 GARBAGE DISPOSAL

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note : This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 KEEPING OF ANIMALS

(1) Subject to section 157 of the *Strata Schemes Management Act 2015* , an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note : This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 APPEARANCE OF LOT

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note : This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note : This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

Applicant Details

Your reference 2020017

INFO TRACK
DX 578
SYDNEY

Certificate Details

Certificate no. PL2020/01368 **Fee: $53.00**

Date issued 04 February 2020 **Urgency fee: N/A**

Receipt no. ePay Ref 42518

Property information

Property ID 324303 **Land ID** 324303

Legal description LOT 2 SP 53402

Address 2/8 HILLCREST ROAD QUAKERS HILL NSW 2763

County CUMBERLAND **Parish** GIDLEY

PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Section 10.7(2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

---

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

Blacktown Local Environmental Plan 2015 applies to the subject land.

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

1.4 Proposed State Environmental Planning Policies

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

1.5 Development control plans

Blacktown Development Control Plan 2015 applies to the subject land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

Under *Blacktown Local Environmental Plan 2015,* the land is zoned:

Zone R2 Low Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

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 enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.*

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems

4 Prohibited

Any development not specified in item 2 or 3

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

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

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

8. Land reserved for acquisition

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

Contributions Plan No. 1 - 1980s Release Areas applies to the subject land.

9a. Biodiversity certified land

The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

17. Paper subdivision information

Not applicable

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

(a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

(e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

19. Affected building notices and building product rectification orders

19.1 Affected building notices

Council is not aware of any affected building notice in force for the subject land.

19.2 Building product rectification orders

(a) Council is not aware of any building product rectification order in force for the subject land.

(b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

SEPP (Affordable Rental Housing) 2009

This policy aims to facilitate the increased supply and diversity of affordable rental and social housing in NSW and covers housing types including in-fill affordable housing, along with secondary dwellings (granny flats), boarding houses, group homes, social housing and supportive accommodation. Part 3 of the policy provides for the retention of existing affordable rental housing stock. Development applications to demolish, alter or add, change the use of, or strata subdivide existing low cost rental dwellings may require a contribution towards the provision of alternative affordable housing.

SEPP (Building Sustainability Index: BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

SEPP (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of Codes that allow for certain types of development to be undertaken without the need for council approval as either Exempt Development or approved under a fast track system known as Complying Development, if the relevant standards are met.

SEPP (Sydney Region Growth Centres) 2006

This policy provides for the coordinated release of land for residential, employment and other urban development in the North West Growth Centre, the South West Growth Centre and the Wilton Growth Area. It provides development controls to enable the establishment of vibrant, sustainable and liveable neighbourhoods that provide for community well-being and high quality local amenity.

SEPP (Housing for Seniors or People with a Disability) 2004

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

This policy assists the NSW Government, private infrastructure providers, local councils and the communities they support by simplifying the process for providing infrastructure like hospitals, roads, railways, emergency services, water supply and electricity delivery, while ensuring appropriate levels of environmental assessment and consultation are undertaken. Recent changes introduce new provisions for correctional services, emergency and police services facilities and bushfire hazard reduction, ports and roads infrastructure, including facilities for electric vehicles, and other operational and housekeeping improvements.

SEPP (Miscellaneous Consent Provisions) 2007

This policy contains provisions for the erection of temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm communication links.

SEPP (State Significant Precincts) 2005

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

This policy is also known as the Mining SEPP and governs the way that mining, petroleum production and extractive material resource proposals are assessed and developed in NSW.

SEPP No 1 - Development Standards

This policy provides flexibility in the application of development standards and allows Council to approve a development that does not comply with a development standard where it can be shown that the development standard is unreasonable or unnecessary.

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

This policy applies to development defined as ‘potentially hazardous industry’ or ‘potentially offensive industry’. The policy ensures that in determining whether a development is a hazardous or offensive industry, any measures proposed to be employed to reduce the impact of the development are taken into account.

SEPP No 55 - Remediation of Land

This policy promotes the remediation of contaminated land for the purpose of reducing risk of harm to human health. The policy includes considerations that are relevant in rezoning land and in determining development applications where remediation of land is required.

SEPP No. 62 - Sustainable Aquaculture

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where

there are potential environmental risks.

SEPP No 64 - Advertising and Signage

This policy sets out planning controls for advertising and signage in NSW and requires signage to be compatible with the future character of an area, provide effective communication in suitable locations and be of high quality design and finish. The policy also bans advertisements on parked trailers on roads, road shoulders, footpaths and nature strips, excluding advertising associated with the primary use of the trailer.

SEPP No 65 - Design Quality of Residential Apartment Development

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat developments. A design review panel is not mandatory.

Sydney Regional Environmental Plan No 30 - St Marys

This plan provides the planning framework for the planning and development of land known as Australian Defence Industries (ADI) site at St Marys.

SEPP (Western Sydney Employment Area) 2009

This policy aims to protect and enhance land in the Western Sydney Employment Area for employment purposes and to promote economic development and the creations of employment opportunities in Western Sydney. The policy provides for a coordinated approach to the planning, development and rezoning of land within the Western Sydney Employment Area and includes controls to ensure that development occurs in a logical, environmentally sensitive and cost-effective manner.

SEPP (Western Sydney Parklands) 2009

This policy provides the framework to enable the Western Sydney Parklands Trust to develop the Western Parklands into a multi-use urban parkland to meet a range of community needs and interests, including those that promote health and well-being in the community for Western Sydney.

SEPP (Western Sydney Recreation Area)
This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
Proforma ID: 744831

End of Certificate

Enquiry ID	3209506
Agent ID	81429403
Issue Date	04 Feb 2020
Correspondence ID	1700937624
Your reference	2020017

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S53402/2	Unit 1, 8 HILLCREST RD QUAKERS HILL 2763	$176 389

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details


Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au


1300 139 816*


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.


landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.