

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 136277271	NSW DAN:
vendor's agent	Victory Lease Pty Ltd Suite 606, North Tower, 1-5 Railway Street Chatswood NSW 2067		Phone: 0451990998 Fax:
co-agent			Ref: Leo Li
vendor	JUN LI		
vendor's solicitor	Brightstone Legal Level 31 25 Martin Place Sydney NSW 2000		Phone: 02 9223 1999 Fax:
date for completion	42 days after the contract date	(clause 15)	Email: L.guo@brightstonelegal.com.au
land	2 GLASSHOUSE RD BEAUMONT HILLS NSW 2155 (Address, plan details and title reference) LOT 321 IN DEPOSITED PLAN 1031425 321/1031425		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Swimming Pool		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

Where there is more than one purchaser  JOINT TENANTS  
 tenants in common     in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

**SIGNING PAGE**

<p><b>VENDOR</b></p> <hr/> <p>Signed By _____</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p><b>PURCHASER</b></p> <hr/> <p>Signed By _____</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
<p><b>VENDOR (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%;"> <tr> <td style="width: 50%;">_____ Signature of authorised person</td> <td style="width: 50%;">_____ Signature of authorised person</td> </tr> </table>  <table style="width: 100%;"> <tr> <td style="width: 50%;">_____ Name of authorised person</td> <td style="width: 50%;">_____ Name of authorised person</td> </tr> </table>  <table style="width: 100%;"> <tr> <td style="width: 50%;">_____ Office held</td> <td style="width: 50%;">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p><b>PURCHASER (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%;"> <tr> <td style="width: 50%;">_____ Signature of authorised person</td> <td style="width: 50%;">_____ Signature of authorised person</td> </tr> </table>  <table style="width: 100%;"> <tr> <td style="width: 50%;">_____ Name of authorised person</td> <td style="width: 50%;">_____ Name of authorised person</td> </tr> </table>  <table style="width: 100%;"> <tr> <td style="width: 50%;">_____ Office held</td> <td style="width: 50%;">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

**land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – 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 representative:

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):

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input checked="" type="checkbox"/> 28 certificate of compliance	
<input checked="" type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

2 GLASSHOUSE RD BEAUMONT HILLS NSW 2155

**CERTIFICATE PURSUANT TO SECTION 66W  
OF THE CONVEYANCING ACT, 1919, AS AMENDED**

I, \_\_\_\_\_ of \_\_\_\_\_, certify as follows:-

1. I am a solicitor / licensed conveyancer currently admitted to practise in New South Wales.
  
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at  
..... to  
Purchaser(s)..... )  
in order that there is no cooling off period in relation to that Contract.
  
3. I do not act for the vendor and am not employed in the legal/conveyancing practice of a solicitor/licensed conveyancer acting for the vendor nor am I a member or employee of a firm of which a solicitor/licensed conveyancer acting for the vendor is a member or employee.
  
4. I have explained to the Purchaser(s):
  - a) the effect of the Contract for the purchase of that property;
  - b) the nature of this Certificate;
  - c) the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED: .....

SIGNED: .....

PRINT NAME: .....

## SPECIAL CONDITIONS

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These are the special conditions to the Contract for the sale and purchase of land 2022 edition

<b>BETWEEN</b>	Jun Li	(vendors)
<b>AND</b>		(purchaser(s))

### 33. Entire agreement

- (a) The purchaser acknowledges that the provisions of this contract (including the annexures hereto) constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this contract binding on the parties hereto with respect to any matter to which this contract relates.
- (b) The purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made relating to the property and all services and installations provided to it before entering into this contract.

### 34. Inconsistencies

- (a) If there are any inconsistencies between these special conditions and the provisions of the contract for the sale and purchase of land, these special conditions shall prevail to the extent of the inconsistency.
- (b) The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this contract and such remaining provisions shall remain in full force and effect.

### 35. Amendments to standard conditions

The contract is amended as follows:

- (a) Clause 1, substitute the definition of "adjustment date" with "the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion".
- (b) Clause 1, definition of "bank" is amended by deleting the words "a building society or a credit union".
- (c) Clause 1, definition of "*business day*" is amended by adding the words "Before 5 pm" before the start of the definition.
- (d) Clause 1, definition of "serve" is amended by adding the words "(and includes service by way of email transmission to the purchaser solicitor or purchaser solicitor firm's email as listed on the Law Society of NSW website, or to the email address normally used for general communication between the parties' legal representatives, or as nominated)".
- (e) Clause 1, definition of "requisition" is amended by replacing the words "but the term does not include a claim" with the words "and the term extends to and includes a claim".
- (f) Clause 2.5 is amended by deleting the last sentence "The right to terminate is lost as soon as the deposit is paid in full."

- (g) Clause 3 is deleted.
- (h) Clause 4.2 is amended to read as follow:
  - "4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is not to be conducted as an electronic transaction:
    - 4.2.1 if the purchaser served the notice that it will not be conducted as an electronic transaction, the purchaser must bear any disbursements or fees that have been incurred in relation to any proposed electronic workspace that has been created, such amount to be adjusted under clause 14.2;
    - 4.2.2 if the purchaser served the notice under clause 4.1.2, the purchaser shall pay the vendor the sum of \$440.00 (including GST) to cover the vendor's additional legal costs incurred as a consequence of the aborted electronic transaction; and
    - 4.2.3 subject to clause 4.2.2, the parties shall bear their own costs in relation to the aborted electronic transaction."
- (i) Clause 5.1 is deleted.
- (j) Clause 5.2.2 is amended by substituting "7 days" in place of "21 days".
- (k) Clause 5.2.3 is deleted.
- (l) Clause 7.1.1 is amended by the deletion of the words "5% of the price" and substituting in lieu thereof "\$1.00".
- (m) Clause 7.1.3 is amended by substituting "7 days" in place of "14 days".
- (n) Clause 7.2.1 is amended by substituting "\$1.00" in place of "10%".
- (o) Clause 7.2.2 is amended by inserting the words "if both parties agree" before the words "the amount held is to be invested".
- (p) Clause 8.1.1 is amended by the deletion of the words "on reasonable grounds".
- (q) Clause 8.1.3 is amended by substituting "7 days" in place of "14 days".
- (r) Clause 8.2.2 is deleted.
- (s) Clause 8.2.3 is deleted.
- (t) Clause 9.1 is amended by adding at the end "and, despite clause 2.9, all interest earned thereon".
- (u) The first line of clause 10.1 is replaced with "The purchaser cannot make a claim, objection, requisition, delay completion, rescind or terminate in respect of –".
- (v) Clause 10.1.8 and 10.1.9 are amended by the deletion of the word "substance" where it appears and substituting that word with the word "existence".
- (w) Clause 10.1.8 is amended by adding the word "or covenant" at the end of the clause before the word "or".
- (x) Insert the following clause 10.4 in the contract: - "10.4 A matter or thing is disclosed in this contract if its existence is disclosed or referred to in anything attached to this contract."
- (y) Clause 14.4.1 is deleted.

- (z) Clause 14.4.2 is deleted.
- (aa) Clause 18 is amended by adding the following: Clause 18.8 “The purchaser cannot make a claim or requisition or delay the date for completion after entering into possession of property”.
- (bb) Clause 19.2.3 is deleted.
- (cc) Clause 20.6.8 is deleted.
- (dd) Clause 23.6.1 is deleted and replaced with “The Vendor is only liable for it if it was levied before the contract date and the payment due date (including instalment due dates) is before the contract date. The purchaser is liable for it if the payment due date (including instalment due dates) is after the contract date.”.
- (ee) Clause 23.9 is deleted.
- (ff) Clause 23.13 is deleted and replaced with “The purchaser must on his own accord and at his own expense order an information certificate (issued after the contract date in relation to the lot, the scheme or any higher scheme) and provide a copy of the certificate to the vendor at least 3 business days before the date for completion”.
- (gg) Clause 23.14 is deleted.
- (hh) Clauses 25, 26, 27 ,28 and 29 are deleted.
- (ii) Clause 30.7 is deleted.
- (jj) Clause 30.9 is amended by deletion of the words “settlement cheque” in line 1 and substituting that word with the word “bank cheques”.
- (kk) Clauses 30.10, 30.12 and 30.13 are amended by the deletion of the word ‘settlement’ where it appears and substituting that word with the word ‘bank’.
- (ll) Clause 30.11 is deleted.
- (mm) Clause 31.2 is deleted.

### **36. Vendor’s agent**

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

### **37. Present conditions and state of repair**

The purchaser acknowledges and accepts that the property, together with any appurtenances thereto, is sold in its present condition and state of repair and subject to all defects, if any, as regards to design, construction, state of repair or otherwise, whether latent or patent, any

infestation and dilapidation, and all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and the purchaser must not make any objection, requisition, claim or be entitled to rescind or terminate this contract in relation to any or all the matters aforesaid, or to require the vendor to do any rectification or improvement on the property.

**38. No warranty**

The purchaser agrees that the vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations. The vendor makes no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

**39. Death, mental illness and incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion dies, become mentally ill as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**40. Notice to Complete**

- (a) If a party fails to complete this contract on the completion date by the time specified in this contract, the other party can serve a Notice to Complete requiring the defaulting party to complete and making the time for completion essential. The Notice must give no less than 14 days' notice after the day immediately following the day of service of the notice.
- (b) If the vendor issues a Notice to Complete under this clause, the vendor shall be able to withdraw such Notice and subsequently re-issue a further notice at any time. This clause applies *mutatis mutandis* to the benefit of the purchaser.
- (c) If the vendor services a Notice to Complete upon the purchaser arising from a breach of terms of the contract by the purchaser, the purchaser must pay to the vendor on completion an amount of \$385.00 (inclusive of GST) to cover the legal expenses of the vendor. This payment shall not in any way limit the vendor's right to receive payment of any other damages arising from the purchaser's breach of this contract.

**41. Building certificate**

In the event that the purchaser within twenty-one (21) days of the date of this contract applies to the Local Council for a building certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said council shall be carried out by the purchaser at the purchaser's expense. The purchaser cannot require the vendor to comply with any work under any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the purchaser's application for a building certificate.

**42. Interest**

- (a) If, through no fault of the vendor, the purchaser fails to complete this contract on the date for completion by the time specified in this contract, without prejudice to all other rights and remedies of the vendor and in addition to the balance of the purchase money, the purchaser must pay to the vendor by way of bank cheque on completion a sum calculated at 12% per annum on a daily basis (including the date for completion and the actual date of completion) on the unpaid balance of the purchase price.
- (b) It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this contract unless the amount payable under this clause is tendered.

**43. Deposit less than 10%**

- (a) Where the vendor, at the request of the purchaser, has agreed to accept a sum less than 10% of the purchase price, and the vendor has been paid less than 10% deposit on the exchange of this contract, the purchaser agrees that if the purchaser is in breach of clause 2.3 of this contract, the vendor is entitled to forfeit the 10% deposit, and the purchaser must immediately upon demand by the vendor pay the remaining balance of the 10% deposit.
- (b) It is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any law to the contrary.
- (c) It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**44. Release of Deposit**

Notwithstanding any other clauses in this contract, the purchaser agrees to release the deposit to the vendor on exchange. This clause shall be full and irrevocable authority to the depositholder to release such deposit.

**45. Requisitions on Title**

The purchaser agrees that the only form of general Requisitions on Title the purchaser may serve on the vendor is in the form of Requisitions on Title annexed.

#### **46. Suitability**

The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put, and the purchaser is satisfied with the requirements of all responsible authorities in relation to the use of the property for any and all purposes. The purchaser cannot make any claim, objection, requisition, rescind or terminate this contract in respect of the suitability or lack of suitability of the property for any particular purpose.

#### **47. Corporation as purchaser**

In consideration of the vendor entering into this contract with a purchaser purporting to be a corporation, at the request of the person(s) in whose presence the common seal of the purchase purports to have been affixed or the person(s) who sign this contract on behalf of the purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:

- (a) warrants that the purchaser is incorporated;
- (b) guarantees to the vendor the observance by the purchaser of the terms of this contract;
- (c) indemnifies and agrees at all times hereafter to keep indemnified the vendor from and against all damages and losses which the vendor may suffer arising directly or indirectly out of any breach by the purchaser of any of the provision of this contract;
- (d) agrees that the indemnity herein shall continue and the guarantor shall remain liable to the vendor under the indemnity notwithstanding that as a consequence of such breach the vendor has exercised any of its rights under this contract notwithstanding that the purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part;
- (e) shall ensure that two natural persons execute and deliver to the vendor's solicitor, with this contract, a guarantee and indemnity in the form required by the vendor; and
- (f) it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

#### **48. Land Tax**

The purchaser shall pay land tax adjusted as follows:  $(D \times TV \times TR/365)$ , 'D' being the number of days from the date for completion until the end of the current rating year, 'TV' being the taxable value of this property, and 'TR' being the current tax rate. If this property (or part of it) has no separate taxable value, land tax shall be adjusted by calculating its taxable value on a proportional area basis.

#### **49. Survey**

If a survey certificate is attached, the vendor does not warrant the accuracy and validity of such survey. The purchaser shall make no objection, requisition or claim for compensation or damages in respect to such survey in relation to:

- (a) The fact that any building presently erected on the subject land may not comply in any way with the Local Government Act 1919 as amended or the Ordinances there under; or

- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

#### **50. Plan & drainage diagram**

The purchaser acknowledges that the purchaser has inspected the plan and drainage service diagram annexed and no objection, requisition, or claim for compensation shall be made by the purchaser nor shall the purchaser delay completion, rescind or terminate the contract in respect of anything contained in or rising out of the same. The purchaser acknowledges that no warranty or representation is made by the vendor as to the completeness or accuracy of the same is not a condition of this contract.

#### **51. FIRB Approval**

- (a) The purchaser warrants to the vendor that
  - i. if the purchaser is a foreign person as defined in the *Foreign Acquisition and Takeovers Act 1975* (“*FATA*”), the purchaser has obtained the consent of the Foreign Investment Review Board for the purchase of this property; or
  - ii. if the purchaser is not a foreign person as defined in the *FATA* and is not required to give notice to the Treasurer of Commonwealth of Australia under the relevant section of the *FATA*.
- (b) The warranty under subclause (a) is an essential term of the contract, and a breach entitles the vendor to terminate this contract.
- (c) The purchaser acknowledges that the vendor entered into this contract in reliance of the warranty in subclause (a).
- (d) The purchaser indemnifies the vendor against all liability, loss, damage or legal costs which the vendor may suffer as a consequence of a breach of the warranty in subclause (a).
- (e) This warranty and indemnity shall not merge on completion.

#### **52. Interest affecting title**

The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this contract. The vendor shall not be deemed to be unable or not ready or unwilling to complete this contract by reason of the existence of any charge on this property for any rate, tax or outgoing. And the vendor shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that at the time such notice is served or at any time after there is such a charge on the property.

### **53. Services**

The purchaser acknowledges

- (a) the purchaser has inspected the services available or lack of services available at the property including but not limited to the installation or connection of the services or lack thereof, position or location (proposed or otherwise); and
- (b) no warranty or representation is made by the vendor as to the completeness or accuracy, availability or lack of availability of the services, the installation or connection of any services, the position or location (proposed or otherwise), other than those which the vendor may be required to provide pursuant to any obligation of the vendor to any Relevant Authority;

The purchaser must not make any claim, objection, requisition, delay completion or rescind or terminate this contract in respect of anything contained in or arising out of this clause.

### **54. Additional and incorrect calculations**

The parties agree that if, on completion, any appointment of payments due to be made under this contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

### **55. Discharge of mortgage etc.**

The vendor shall not be required to register prior to completion any mortgage or mortgages, writ or writs registered on the title to the subject property and/or remove any caveat or caveats and the purchaser shall accept on completion a discharge of any such mortgage or mortgages, writ or writs or a withdrawal of caveat or caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

### **56. No discharging mortgagee**

Completion of this matter shall take place wherever the vendor's Mortgagee directs if the contract says this transaction is a manual transaction or clause 4.1.2 applies. If the property is not mortgaged, or the discharge of mortgage is already held by vendor's solicitor, then completion shall be effected at the office of vendor's solicitor. However, should the purchaser not be in a position to settle at the office of vendor's solicitor, then completion may be effected in the Sydney CBD at a place nominated by the purchaser, and the purchaser must pay to the vendor on completion an amount of \$220.00 (inclusive of GST) to cover the vendor's legal and/or agency fees.

**57. Cancelled or rescheduled settlement**

If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$385.00 (inclusive of GST) for each instance is payable by the purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement for another date, as a genuine pre-estimate of those additional expenses.

**58. Attachment of documents**

- (a) The purchaser acknowledges that if before this contract was signed by or on behalf of the purchaser, documents or copies of documents were attached to this contract at the request of the vendor or of the vendor's solicitor or on behalf of the purchaser or the purchaser's solicitor, the person attaching those documents or copies did so as the agent of the vendor.
- (b) Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017*, the vendor does not warrant that the documents or copies of documents attached to this contract are complete or accurate.

**59. Re-sale prior to completion**

- (a) During the period in which the vendor remains owner of the property and the purchaser seeks to resell the property prior to completion, then the purchaser must engage the agent named on the front page of this contract.
- (b) The purchaser must obtain from any proposed purchaser(s) pursuant to this Special Conditions a covenant in favour of the vendor binding the proposed purchaser(s) to the provisions contained in this Special Conditions.

**60. Service of documents**

- (a) A document or notice under or relating to this contract is sufficiently served on a party and that party's solicitor for the purpose of this contract if the document or notice is sent by fax to any party whose fax number is noted on this contract or on their letterhead. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:
  - i. The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have taken place, or
  - ii. If the time of dispatch:
    - 1. is a bank holiday or public holiday or a Saturday or a Sunday in the place to which the document is sent, or
    - 2. is at or after 5.00pm (local time in place to which the document is sent) on a day that is not a bank holiday or public holiday or a Saturday or a Sunday,
    - 3. then the document is taken to be received at 9:00am on the next day that is not a bank holiday or public holiday or a Saturday or a Sunday.

- (b) A document or notice under or relating to the contract is sufficiently served on a party and that party's solicitor for the purpose of this contract if the document or notice is sent by email to any party whose email address is noted on this contract or on their letterhead. If a document is served by email, then service is taken to have been received immediately once sent, unless a notification of delivery failure is received within 2 hours of the email is being sent.

**61. Vendor's right to rescind**

Notwithstanding the provisions of clause 6 and 7 of the standard contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of the standard contract entitling the vendor to rescind this contract.

**62. Deposit by instalment**

- (a) The purchaser must pay the full deposit of 10% of the purchase price. Without prejudice to clause 43, the vendor's right to receive that full deposit accrues on the contract date.
- (b) However, the vendor will accept payment of the deposit by instalments as follow:
- (i) \_\_\_\_\_ to be paid on the date of this contract;
  - (ii) \_\_\_\_\_ to be paid on expiry of cooling off period;
  - (iii) \_\_\_\_\_ being the balance of deposit to be paid \_\_\_\_\_; and
- (c) If the purchaser does not pay the deposit strictly in accordance with this provision of this clause then the vendor will be entitled to terminate this contract forthwith and without notice to purchaser, and the purchaser will forfeit the deposit to the vendor.
- (d) If circumstance arise which entitle the vendor to keep or recover the deposit (including termination of this contract in accordance with paragraph (c) above), the purchaser must immediately pay the vendor the unpaid balance of the deposit. If the deposit is not so paid, the vendor is entitled to recover from the purchaser the unpaid balance of the deposit as a debt. It is further agreed that the full 10% deposit is a genuine pre-estimate of the vendor's loss under this contract without limitation under clause 43(b). The purchaser is not entitled to make any claim set-off against the vendor for the unpaid balance of deposit.
- (e) The parties agree that the amount of the deposit referred in subclause 62(b)(iii) does not constitute a penalty but the installments of the 10% deposit payable under the contract.

**63. Governing law**

This contract is governed by and must be construed according to the laws of New South Wales.

**64. Swimming pool**

If the improvements note a pool to which the *Swimming Pools Act 1992* applies, then the purchaser agrees and acknowledges as follows:

- ~~(a) A certificate is not annexed to this contract in accordance with the Conveyancing (Sale of Land) Regulation 2022.~~
- ~~(b) The vendor will provide a certificate to the purchaser prior to settlement.~~
- (c) If the certificate is a Certificate of Non-Compliance, the purchaser confirms that it will, within 90 days of completion of this contract and at its own costs, rectify the non-compliance issues and obtain a Certificate of Compliance. The vendor shall not be required to carry out any work in respect of the non-compliance nor shall the purchaser be entitled to require the vendor to obtain a Compliance Certificate;
- (d) In the event that that the local authority issues an upgrade order or work order under s23 and/or s23A of the *Swimming Pools Act 1992* after the date of inspection noted on the certificate of non-compliance, the purchaser will at its own costs, comply with such orders to the satisfaction of the local authority.
- (e) The purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of the matters disclosed in this clause. This indemnity shall not merge on completion.
- (f) The purchaser cannot make any objection, requisition, claim or be entitled to rescind or terminate this contract because of any matter arising either directly or indirectly from the matters disclosed in this clause.
- (g) The purchaser acknowledges and warrants that:
- (i) it waives such rights if any that may apply and arise due to applicable law including but not limited to the enforceability of this contract due to a certificate not being attached to this contract; and
  - (ii) it has obtained legal advice as to the implications and effects of this clause and this waiver prior to its execution of this contract.
- (h) The vendor states and the purchaser acknowledges that the vendor relies upon and has entered into this contract relying upon the warranty and waiver referred to in this clause contained herein.
- (i) This clause is an essential term of this contract.

## CONDITIONS OF SALE BY AUCTION

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If the property is or is intended to be sold at auction:

*Bidders Records* means the Bidders Record to be kept pursuant to clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - 1.1 The principal's reserve price must be in writing to the auctioneer before the auction commences
  - 1.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - 1.3 The highest bidder is the purchaser, subject to any reserve price.
  - 1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - 1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - 1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - 1.7 A bid cannot be made or accepted after the fall of the hammer.
  - 1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - 2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - 2.2 Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - 2.3 Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
3. The following conditions, in addition to those prescribed by subclause (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator.
  - 3.1 More than one vendor bid may be made to purchase the interest of a co-owner.
  - 3.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - 3.3 Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - 3.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.
4. The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

4.1 If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

4.2 If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

Unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



FOLIO: 321/1031425

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SEARCH DATE	TIME	EDITION NO	DATE
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8/5/2024	9:43 AM	9	20/12/2023

LAND

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LOT 321 IN DEPOSITED PLAN 1031425  
AT KELLYVILLE  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1031425

FIRST SCHEDULE

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JUN LI (T AN295350)

SECOND SCHEDULE (6 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP873271 RIGHT OF CARRIAGEWAY 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1031425 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1031425 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 5 DP1031425 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 6 AT721741 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



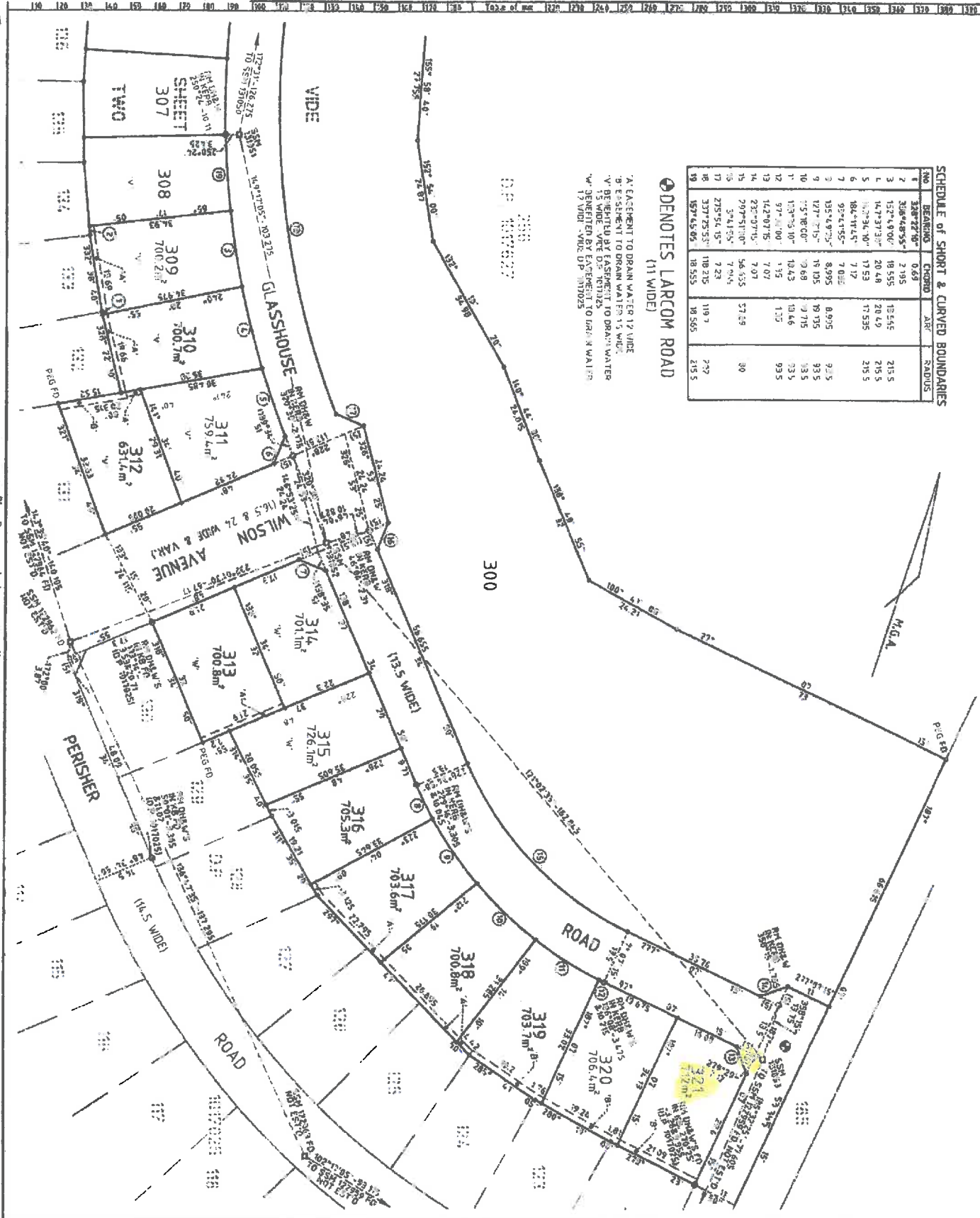


**SCHEDULE of SHORT & CURVED BOUNDARIES**

NO	BEARING	CHORD	ARC	RADIUS
1	S88°22'10"	0.69		
2	S16°48'55"	2.195		
3	S52°4'900"	18.555	15.545	215.5
4	N47°37'30"	20.48	20.48	215.5
5	N82°34'30"	17.53	17.535	215.5
6	N84°41'45"	7.17		
7	S5°41'55"	7.055		
8	N35°4'972"	8.995	8.995	215.5
9	N27°7'15"	18.105	18.105	215.5
10	N53°18'00"	9.68	9.715	215.5
11	N32°35'100"	10.43	10.46	215.5
12	N7°41'00"	1.95	1.97	215.5
13	N42°07'15"	7.07		
14	N22°07'15"	7.07		
15	S91°51'00"	56.535	57.05	30
16	S84°15'	7.045		
17	N25°54'15"	118.215	119.7	215.5
18	S37°25'55"	18.555	18.565	215.5
19	S57°45'00"	18.555	18.565	215.5

⊕ DENOTES LARCOM ROAD  
(11 WIDE)

- A. EASEMENT TO DRAIN WATER 12 WIDE
- B. EASEMENT TO DRAIN WATER 15 WIDE
- V. BEHIND BY EASEMENT TO DRAIN WATER
- 15 WIDE VIDE DR. NOTICES
- W. BEHIND BY EASEMENT TO DRAIN WATER
- 12 WIDE VIDE DR. NOTICES



Plan Drawing only to appear in this space

Registered DP1031425  
 Registered 8/12/2002  
 Title of Street 3 or plan or 3 sheets  
 Date of Issue 11/02/01  
 Date of Issue 3 of the plan or 3 sheets  
 Date of Issue 18/1/2002  
 Signature: [Handwritten Signature]  
 License No. [Handwritten License No.]  
 Title of Street 3 or plan or 3 sheets  
 Date of Issue 11/02/01  
 Date of Issue 18/1/2002  
 Signature: [Handwritten Signature]  
 License No. [Handwritten License No.]  
 Title of Street 3 or plan or 3 sheets  
 Date of Issue 11/02/01  
 Date of Issue 18/1/2002  
 Signature: [Handwritten Signature]  
 License No. [Handwritten License No.]

Revision Date 11/11/01  
 SURVEYOR'S PRESENCE 4/26/5/3A

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

(Sheet 1 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **91626**  
**18-1-2002**  
Stockland (Constructors) Pty. Limited  
A.C.N. 000 064 835  
157 Liverpool Street  
SYDNEY NSW 2000

Full Name and Address of  
proprietors of the Land:

**PART 1**

1. Identity of Easement  
Firstly referred to in  
abovementioned plan

Easement to Drain Water 1.2 Wide

**SCHEDULE OF LOTS AFFECTED**

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
301	302
304	305-307 inclusive
305	306, 307
306	307
309	308
310	308, 309
312	311
313	314, 315
317	316
318	316, 317
319	316-318 inclusive

2. Identity of Easement  
Secondly referred to in  
abovementioned plan

Easement to Drain Water 1.5 Wide

**SCHEDULE OF LOTS AFFECTED**

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
301	302 - 307 inclusive
303	304 - 307 inclusive
304	305 - 307 inclusive
312	308 - 311 inclusive
319	316 - 318 inclusive
320	316 - 319 inclusive
321	316 - 320 inclusive

Y. 9/8 W.B. T.N



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

(Sheet 2 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **9626**  
**18-1-2002**

Full Name and Address of  
proprietors of the Land:

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

**PART 1**

3. Identity of Restriction  
Thirdly referred to in  
abovementioned plan

Restriction on the Use of Land

**SCHEDULE OF LOTS AFFECTED**

Lots Burdened

Lots, Name of Road, or Authority, Benefited

Each Lot

The Council of the Shire of Baulkham Hills

4. Identity of Restriction  
Fourthly referred to in  
abovementioned plan

Restriction on the Use of Land

**SCHEDULE OF LOTS AFFECTED**


Lots Burdened

Lots, Name of Road, or Authority, Benefited

Each Lot

Every other Lot or any of them

X  
9/8 LS T.N.



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

(Sheet 3 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **9626**  
**18.1.2002**

Full Name and Address of  
proprietors of the Land:

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

**PART 2**

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

The Council of the Shire of Baulkham Hills

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

The Council of the Shire of Baulkham Hills

3. Terms of Restriction on the Use of Land Thirdly Referred to in Abovementioned Plan:

No works shall be permitted on the lots hereby burdened that results in cut or fill operations greater than 1 (one) metre without the prior consent in writing of the Council of the Shire of Baulkham Hills.

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

The Council of the Shire of Baulkham Hills

4. Terms of Restriction on the Use of Land Fourthly Referred to in Abovementioned Plan:

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

- "Dwelling" ..... means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.
- "Dwelling-house" ..... means a single building containing one but not more than one Dwelling.

*Handwritten initials: T.N., W.B., 9/8*

*Handwritten signature*

*Handwritten signature: Philip Apple*

*Handwritten signature*

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

(Sheet 4 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627

Certified by Council Clerk's Certificate No. **9626**

**18.1.2002**

Full Name and Address of  
proprietors of the Land:

Stockland (Constructors) Pty. Limited

A.C.N. 000 064 835

157 Liverpool Street

SYDNEY NSW 2000

**PART 2**

"Living Area" .....

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

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

"the Local Council" .....

means the Council of the Shire of Baulkham Hills.

"Minimum Building Area" .....

means two hundred square metres (200m<sup>2</sup>) for lots 301 to 322 inclusive

"the Prohibited Area" .....

means: -

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

"Prohibited Item" .....

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

*Y*  
*LB T.N.*  
*78*



*Philip Hill*



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

(Sheet 5 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **9626**  
**18.1.2002**

Full Name and Address of  
proprietors of the Land:

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

**PART 2**

"Regulation Fence" .....

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

or

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

"Regulation Fencing Area" .....

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

"Stockland" .....

means Stockland (Constructors) Pty. Limited

"Texture Coated Material" .....

means fibre cement sheeting with recessed edges  
(i) which is attached to the frame of the building in such a manner that all joints between the sheets of fibre cement are concealed including but without limiting the generality thereof all joints on any corner of the building; and  
(ii) which is attached to the frame of the building in such a manner that all materials used in the fixing of such sheets are concealed including but without limiting the generality thereof all nails and screws; and

X 453 T.N.  
JH

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

(Sheet 6 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. <sup>9626</sup>  
18.1.2002

Full Name and Address of  
proprietors of the Land:

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

**PART 2**

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

AND

- (ii) the design thereof and the materials to be used in the external facades thereof shall have been approved in writing by Stockland prior to the erection thereof, which approval may be given or withheld by Stockland in its absolute discretion.

Notwithstanding anything to the contrary expressed or implied elsewhere in this restriction, any approval required to be given pursuant to subclause (ii) of this Restriction shall be deemed to have been given by Stockland in respect of any building the construction of which did or does commence after the date which is five (5) years after the date upon which the plan is registered pursuant to which this restriction was created.

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

(Sheet 7 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **9626**  
**18.1.2002**

Full Name and Address of  
proprietors of the Land:

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

**PART 2**

6. Notwithstanding anything contained in the restriction immediately preceding, the aggregate of the part or parts of the external walls constructed of: -
  - (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material; or
  - (ii) timber; or
  - (iii) concrete; or
  - (iv) aluminium; or
  - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
7. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than: -
  - (i) terra cotta roof tiles; or
  - (ii) concrete roof tiles; or
  - (iii) timber shingles; or
  - (iv) slate; or
  - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
  - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.
8. No fence shall be erected or permitted to remain on the lot burdened other than a Regulation Fence which is erected within the Regulation Fencing Area of the lot burdened.
9. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
10. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
11. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
12. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
13. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.

YLS  
T.N.



PH 11/11/11 

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

(Sheet 8 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **9626**  
**18.1.2002**

Full Name and Address of  
proprietors of the Land:

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

**PART 2**

14. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
15. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
16. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF: -
  - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
  - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
17. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.
18. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened: -
  - (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
  - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
20. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
21. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either: -
  - (i) not visible from any public road and/or place; or
  - (ii) is screened from any public road and/or place in a manner approved by Stockland.
22. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.

✓ CSB  
T.M.



**PART 2**



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

(Sheet 9 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **9626**  
**18.1.2002**

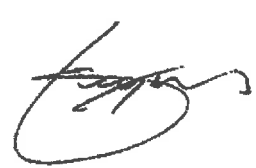
Full Name and Address of  
proprietors of the Land:

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

23. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
24. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
25. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either: -
  - (i) not visible from any public road or place; or
  - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
26. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
27. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless: -
  - (i) that building or those buildings are not visible from any public road and/or place; or
  - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
  - (iii) it is a garden shed which is visible from a public road and/or place where: -
    - (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
    - (b) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
28. No Child Care Centre shall be erected or permitted to remain on the lot burdened.
29. For a period of five (5) years following the date of registration of the plan no dwelling may be erected or commenced nor permitted to remain on any lot burdened unless the plans, elevations and a schedule of external materials and fences have been submitted to and approved in writing by Stockland (Constructors) Pty Limited approval by Stockland (Constructors) Pty Limited must be obtained before application is made to any other relevant authority.

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

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

(Sheet 10 of 10 Sheets)

**DP1031425**

Subdivision of Lot 257 in Deposited Plan No. 1017627  
Certified by Council Clerk's Certificate No. **9626**  
**18.1.2002**

Full Name and Address of  
proprietors of the Land:

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

**PART 2**

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



*Phillip Allan Hepburn*  
Secretary

PHILLIP ALLAN HEPBURN

*John L Pettigrew*  
Director

JOHN L. PETTIGREW

*William Burt*

William Burt  
Provincial Superior

*Tim Norton*

Tim Norton  
Member



*Theo Becker*

Theo Becker  
Member

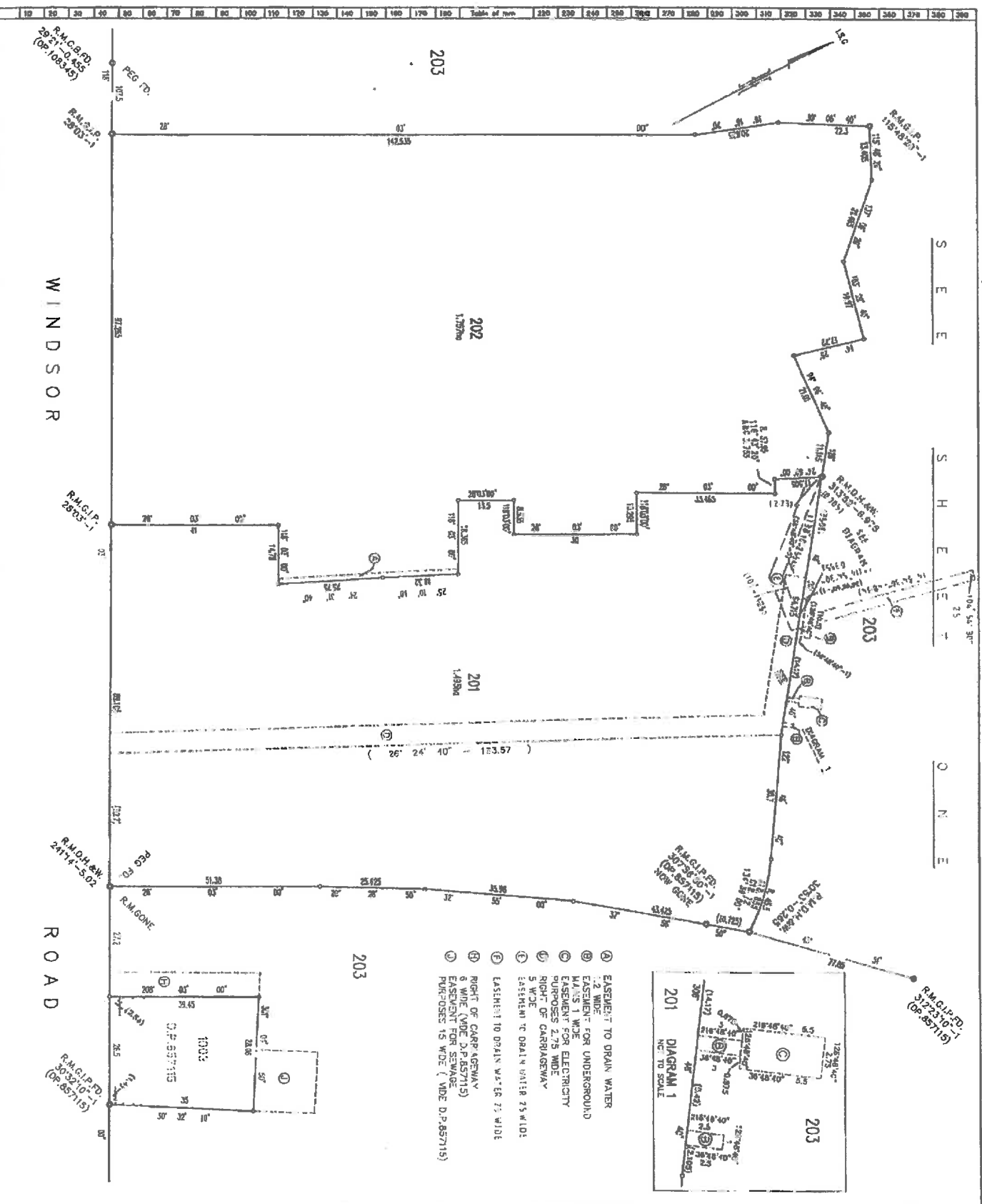
Approved by Baulkham Hills Council

*Barry*  
Authorised Person





S E E T O N E



Plan Drawing only to appear in this space

SYNOPSIS'S REFERENCE: 9309 CHECKLIST

DP 879271  
 Registered: 27-11-1997  
 4.74 ACRES 1993

Developer: [Signature]  
 Designer: [Signature]  
 18.8.1997

For use where space is insufficient to give detail on Form 2

Revision: 600

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

Lengths are in metres

Sheet 1 of 4 sheets

**PART 1**

DP 873271

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

Full name and address of  
Proprietors of the land.

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

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

**Easement to Drain Water 1.2 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

202

201

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

**Easement for Underground Mains 1 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

203

Integral Energy Australia

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

**Easement for Electricity Purposes  
2.75 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

203

Integral Energy Australia

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

**Right of Carriageway 5 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

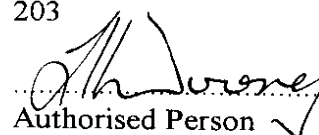
Lots Burdened

Lots, Roads or Authority benefited

201

203

Approved by the Council of the Shire of Baulkham Hills

  
Authorised Person





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

Lengths are in metres

Sheet 2 of 4 sheets

**PART 1**

DP 873271

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

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

**Easement to Drain Water 2.5 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

201

202

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

**Easement to Drain Water 2.5 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

203

201 and 202

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

**Restriction on Use .**

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots, Roads or Authority benefited

201 and 202

The Council of the Shire of  
Baulkham Hills.

**PART 1A**

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

**Right of Carriageway 5 wide.**

**SCHEDULE OF LOTS, ETC. AFFECTED**

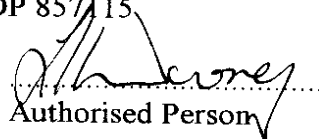
Lots Burdened

Lots, Roads or Authority benefited

1001 DP 857115

1002 DP 857115

Approved by the Council of the Shire of Baulkham Hills

  
Authorised Person





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

Lengths are in metres

Sheet 3 of 4 sheets

**PART 2**

DP 873271

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

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

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

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

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

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

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

Approved by the Council of the Shire of Baulkham Hills

  
Authorised Person





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

Lengths are in metres

Sheet 4 of 4 sheets

**PART 2**

DP 873271

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

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

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

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

The Council of the Shire of Baulkham Hills.

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

Integral Energy Australia.

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

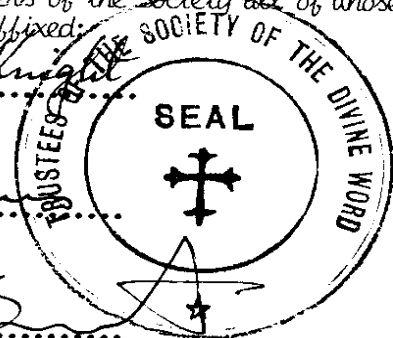
The Council of the Shire of Baulkham Hills.

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

The Council of the Shire of Baulkham Hills.

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

*James Knight*  
Provincial  
*J. Wilkin*  
Member  
*[Signature]*  
Member



Approved by the Council of the Shire of Baulkham Hills

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

*[Handwritten signature]*

*[Handwritten signature]*  
Authorised Person

REGISTERED  27-11-1997



# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

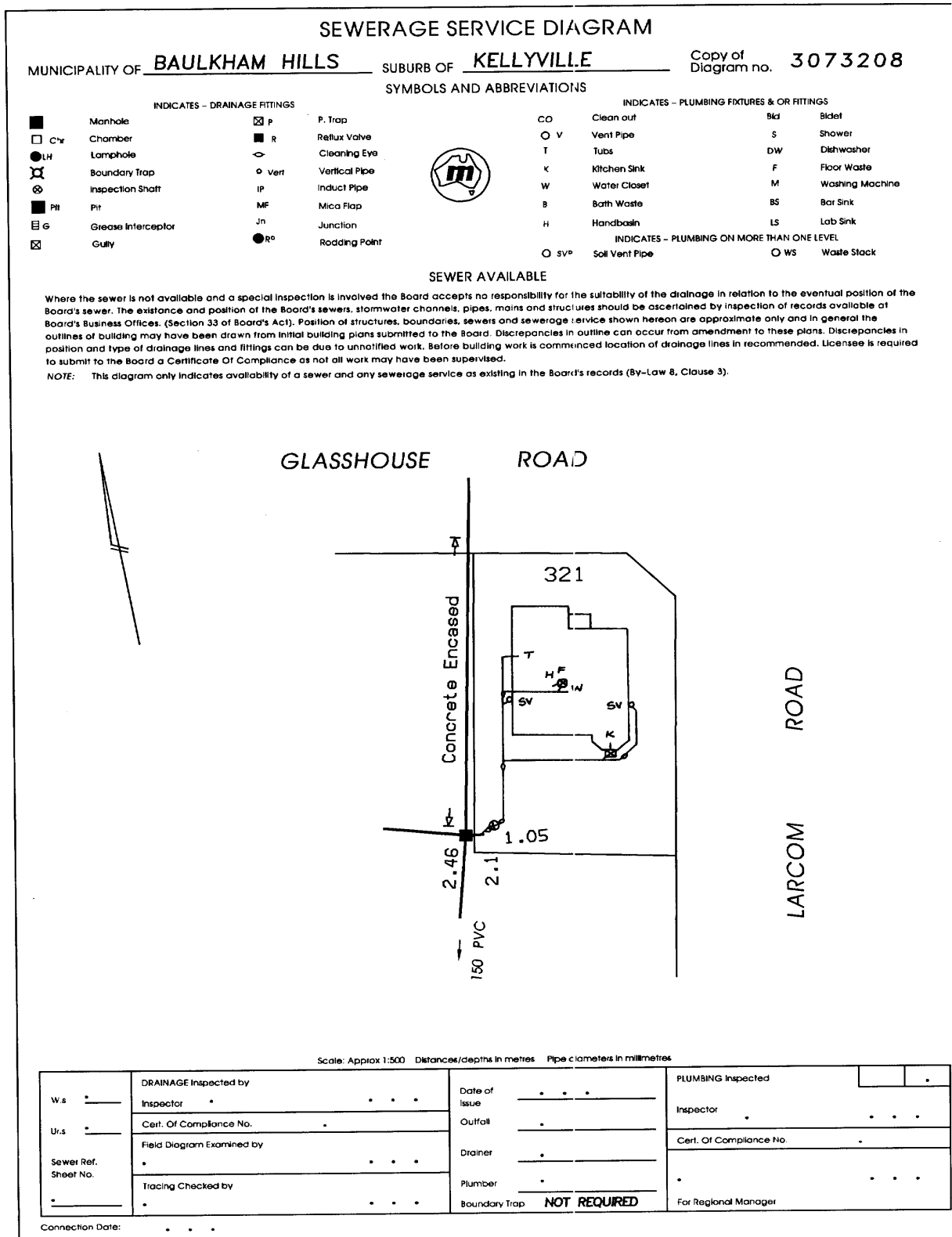
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8003373783



**Disclaimer**

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



## **PLANNING CERTIFICATE UNDER SECTION 10.7(2)**

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **129111**  
Reference: 79893: 240288 - JU:257502  
Issue Date: 8 May 2024  
Receipt No: 7483274  
Fee Paid: \$ 67.00

ADDRESS: 2 Glasshouse Road, BEAUMONT HILLS NSW 2155  
DESCRIPTION: Lot 321 DP 1031425

The land is zoned:

### **Zone R3 Medium Density Residential**

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

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

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

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

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## **1 Names of relevant planning instruments and development control plans**

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

### **Local Environmental Plans**

The Hills Local Environmental Plan 2019

### **State Environmental Planning Policies**

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

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

Chapter 3 Hazardous and offensive development  
Chapter 4 Remediation of land

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

**SEPP No.65 - Design Quality Of Residential Apartment Development**

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

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

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

**SEPP (Exempt and Complying Development Codes) 2008**

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

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

**SEPP (Precincts – Western Parkland City) 2021** – Including but not limited to

Chapter 4 Western Sydney Aerotropolis

**SEPP (Housing) 2021**

**SEPP (Sustainable Buildings) 2022**

**Development Control Plans**

**The Hills Development Control Plan 2012**

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

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

**Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

**Proposed State Environmental Planning Policies**

No Proposed State Environmental Planning Policies apply to the land.

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

**Proposed Development Control Plans**

No Proposed Development Control Plans apply to the land.

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

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

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

**2 Zoning and land use under relevant planning instruments**

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

(a) the identity of the zone, whether by reference to—

(i) a name, such as "Residential Zone" or "Heritage Area", or

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

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

**Zone R3 Medium Density Residential**

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

**Refer Attachment 2(b)**

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

**NO**

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

***The Hills Local Environmental Plan 2019?***

**YES**

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

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

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

**NO**

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

NO

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

NO

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

NO

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

***The Hills Local Environmental Plan 2019?***

NO

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

NO

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

NO

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

NO

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

NO

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

NO

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

***The Hills Local Environmental Plan 2019?***

NO

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

NO

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

NO

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

NO

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

NO

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

NO

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

***The Hills Local Environmental Plan 2019?***

NO

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

NO

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

NO

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

NO

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

NO

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

NO

### 3 Contributions

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

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

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

(a) the name of the region, and

#### **The Greater Sydney Region**

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

#### **Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023**

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

#### **NO**

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

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

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

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

### 4 Complying development

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

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

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

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

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

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

#### **Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code**

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

### **Housing Alterations Code and General Development Code**

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

### **Industrial and Business Buildings Code**

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

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

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

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

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

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

## 5 Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

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

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

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

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

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

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

## 6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land,

**NO**

(b) a building product rectification order is in force in relation to the land that has not been fully complied with,

**NO**

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

**NO**

(2) In this section—

**affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

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

## 7 Land reserved for acquisition

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

**The Hills Local Environmental Plan 2019?**

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy?***

**NO**

***Any proposed State Environmental Planning Policy?***

**NO**

### **8 Road widening and road realignment**

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

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

**NO**

(b) an environmental planning instrument, or

**NO**

(c) a resolution of the council.

**NO**

### **9 Flood related development controls**

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

**NO**

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

**NO**

(3) In this section—

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

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

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

## 10 Council and other public authority policies on hazard risk restrictions

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

(2) In this section—

**adopted policy** means a policy adopted—

(a) by the council, or

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

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

### i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

**NO**

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

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

**NO**

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

c) By The Hills Development Control Plan 2012 provision?

**NO**

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

### ii. Bushfire

**YES**

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

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019'. Development subject to bushfire risk will be required to address the

requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

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

**iii. Tidal Inundation**

**NO**

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

**iv. Subsidence**

**NO**

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

**v. Acid sulfate soils**

**NO**

**vi. Contamination**

**NO**

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

**vii. Aircraft noise**

**NO**

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

**viii. Salinity**

**NO**

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

**ix. Coastal hazards**

**NO**

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

**x. Sea level rise**

**NO**

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

**xi. Any other risk, other than flooding**

**NO**

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

**11 Bush fire prone land**

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

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

**NO**

**None of the land is bushfire prone land.**

**12 Loose-fill asbestos insulation**

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

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

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

**13 Mine subsidence**

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

**NO**

**14 Paper subdivision information**

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

**NO DEVELOPMENT PLAN APPLIES**

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

**NO SUBDIVISION ORDER APPLIES**

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

### **15 Property vegetation plans**

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

**NO**

### **16 Biodiversity stewardship sites**

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

**NO**

Note—

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

### **17 Biodiversity certified land**

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

**NO**

Note—

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

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

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

**NO**

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

- (1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

**NO**

- (2) In this section—

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

Note—

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

## 20 Western Sydney Aerotropolis

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

## 21 Development consent conditions for seniors housing

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

**NO**

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

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

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

**NO**

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

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

**NO**

(4) In this section—

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

### **23 Water or sewerage services**

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

**NO**

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

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR  
GENERAL MANAGER**

Per: 

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

**ATTACHMENT 2(b)**  
**Zone R3 Medium Density Residential**

**1 Objectives of zone**

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

**2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

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

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

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



## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	f8487839
Property Address:	2 GLASSHOUSE ROAD BEAUMONT HILLS
Date of Registration:	22 November 2017
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	inground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	f8487839
Property Address:	2 GLASSHOUSE ROAD BEAUMONT HILLS
Expiry Date:	22 March 2027
Issuing Authority:	Juan Xu t/as Miss Dolphin Pool Inspections - Registered Certifier - bdc2962

Complied with AS1926.1 (2012).

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

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

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

Please remember:

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

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

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

- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations**

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

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

#### **Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.