

Contract for the sale and purchase of land 2019 edition

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|--|---|---|
| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | First National Real Estate Walsh & Sullivan 28 Old Northern Road, Baulkham Hills, NSW 2153 | Phone: 02 9639 2000 Fax: 02 9639 3773 Ref: Ian Haggarty |
| co-agent | | |
| vendor | Janice Margaret Armstrong and Cheryl Joyanne Hayres 7 Upton Street, Stanhope Gardens, NSW 2768 and 8/57-63 Cecil Avenue, Castle Hill, NSW 2154 | |
| vendor's solicitor | Inhouse Conveyancing 6/51 Fitzgerald Avenue, Edensor Park NSW 2176 PO Box 105, Bonnyrigg NSW 2177 | Phone: 02 8798 4544 Email: salkhas@inhouseconveyancing.com.au Fax: 02 8786 2576 Ref: SA:170450 |
| date for completion | 42nd day after the contract date | (clause 15) |
| land (address, plan details and title reference) | 8/57-63 Cecil Avenue, Castle Hill, New South Wales 2154 Registered Plan: Lot 8 Plan SP 70964 Folio Identifier 8/SP70964 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" 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 checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains | <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: split air-conditioner, smoke/heat detector, dryer, intercom | <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels | <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's solicitor | | | | |
| price | \$ | | | |
| deposit | \$ | (10% of the price, unless otherwise stated) | | |
| balance | \$ | | | |
| contract date | (if not stated, the date this contract was made) | | | |

buyer's agent

DRAFT

vendor

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a *GSTRW* payment
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

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

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

Premier Strata Management Pty Limited
PO Box 3030, PARRAMATTA NSW 2124

Phone: 02 9630 7500

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

14 Adjustments

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
 - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 - 16.4 The legal title to the *property* does not pass before completion.
 - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
 - **Purchaser**
 - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 - 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
 - 16.7.2 any other amount payable by the purchaser under this contract.
 - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 - 16.10 On completion the deposit belongs to the vendor.
 - **Place for completion**
 - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 - 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 - 17.2 The vendor does not have to give vacant possession if –
 - 17.2.1 this contract says that the sale is subject to existing tenancies; and
 - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 - 18.2 The purchaser must not before completion –
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 - 18.3 The purchaser must until completion –
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
 - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
 - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
 - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

8 / 57-63 Cecil Avenue CASTLE HILL NSW 2154

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor 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 vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) 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;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) 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:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, 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; and
 - (c) 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 subclauses 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:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner;

-
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) 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;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

SECTION 66W CERTIFICATE

I, _____
of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) 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 known as **8/57-63 Cecil Avenue, Castle Hill** from **Janice Margaret Armstrong and Cheryl Joyanne Hayres** as vendor to

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

Additional clauses forming part
of this contract for the sale of 8/57-63 Cecil Avenue, Castle Hill

33. STANDARD FORM CONTRACT

33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

~~33.1.1 clause 1: amend definition of "depositholder" by deleting "vendor's agent (or if on vendor's agent is named in this contract" so the depositholder is the vendor's solicitor;~~

33.1.2 Clause 2.9 is deleted;

33.1.1 **clause 1:** insert the following additional definition:

'restricted action means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion;';

33.1.2 **clause 3:** insert a new clause 3.12 as follows:

"If the provider of the *deposit-bond* is insolvent or ceases to carry on business in Australia, then the purchaser must provide a replacement *deposit-bond* or an unendorsed cheque in favour of the vendor for the amount specified in the *deposit-bond* within 5 business days of the purchaser becoming aware of that event.

33.1.3 **clause 7.1:** delete "that are not" and substitute with "including";

33.1.4 **clause 7.1.1:** replace '5%' with '0.5%';

33.1.5 **clause 7.2.1:** substitute "1%" in place of "10%";

33.1.6 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

33.1.7 **clause 8.1.1:** delete the words 'on reasonable grounds';

33.1.8 **clause 8.1.2:** delete the words from 'that' to 'grounds' inclusive;

33.1.9 **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';

33.1.10 **clause 12:** insert the following:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

33.1.11 **clause 14.4.2:** delete the clause;

33.1.12 **clause 16:** insert the following additional sub-clause:

'16.3A Where the *property* includes personal property subject to a security interest:

- (a) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);

- (b) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
- (c) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.’;

33.1.13 **clause 16.5:** is amended by deleting the words “plus another 20% of that fee”;

33.1.14 **clause 16.7:** delete the words “cash (up to \$2,000.00) or”;

33.1.15 **clause 16.12:** is amended by deleting the words “but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee”;

33.1.16 **clause 19:** insert the following additional sub-clause:

‘19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010 (NSW)* is the remedy prescribed by that regulation.’;

33.1.17 **clause 20:** insert the following additional sub-clause:

‘20.16 In this contract, unless the context requires otherwise:

20.16.2 *in writing* includes any communication sent by letter, facsimile transmission or email; and

20.16.3 *including* and similar expressions are not words of limitation.’;

33.1.18 **clause 23.5.2:** delete “but is disclosed in this contract”;

33.1.19 **clause 23.6:** delete the clause;

33.1.20 **clause 23.7:** delete the clause;

33.1.21 **clause 23.9.1:** delete the clause;

33.1.22 **clause 23.14 and 23.17:** delete the clause;

33.1.23 **clause 24.3.3:** delete the clause;

33.1.24 **clause 25** is deleted in its entirety;

33.1.25 **clauses 28 and 29:** delete the clauses.

33.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

33.3 Discrepancy between clauses

If there is any discrepancy between these Special Conditions and the printed form of this contract, these special conditions shall prevail to the extent of the inconsistency.

34. NOTICE TO COMPLETE

For the purposes of Clause 15, the parties acknowledge that:

- (a) If either party is unable or unwilling to complete by the Completion Date, then the other party will be entitled at any time after the Completion Date to serve a notice to complete making the time for completion essential;
- (b) Such notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is served on the recipient of the notice.
- (c) The notice may nominate a specified hour on the last day as the time for completion.
- (d) A notice to complete of such duration is considered by both parties to be reasonable and sufficient to render the time for completion essential;
- (e) Such notice may be withdrawn at any time by the party who served the notice without prejudice to that party's right to serve a new notice.
- (f) If completion of this contract does not take place on or before the Completion Date through no fault of the vendor, then the purchaser shall pay to the vendors conveyancer by way of adjustment on settlement the sum of three hundred and thirty dollars (\$330.00) to cover the legal costs incurred by the vendor as a consequence of the delay. It is agreed that this amount is a genuine pre-estimate of the vendor's legal costs due to the purchaser's failure to complete by the Completion Date and it is an essential term of this contract that the legal costs provided in this clause are to be paid on completion.

35 DELAY INTEREST

35.1 Payment of interest

Without limiting any other right of the vendor, if the purchaser (not due to any default by the vendor) does not complete by the Completion Date, the purchaser must pay interest on the balance of the purchase price at the rate of ten percent (10%) per annum calculated on a daily basis from and including the Completion Date up to and including the actual date of completion.

It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money due to the purchaser's failure to complete by the Completion Date and it is an essential term of this contract that interest provided in this clause are to be paid on completion.

35.2 Delay by vendor

Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

35.3 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the completion date.

36 WARRANTY AS TO AGENT

The purchaser warrants that the Purchaser was 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 vendors 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 CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) and cannot take any restricted action in respect of:

- 37.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 37.1.2 any mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion;
- 37.1.3 any latent or patent defect in the property;
- 37.1.4 any environmental hazard or contamination;
- 37.1.5 the nature, location, availability or non-availability of the *Services* or defects in the *Services*;
- 37.1.6 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- 37.1.7 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 37.1.8 any rainwater downpipe or surface water drainage being connected to the sewer;
- 37.1.9 any failure to comply with the *Swimming Pools Act 1992 (NSW)*;
- 37.1.10 whether or not any non-compliance that is disclosed herein or the fact that the improvements erected on the property may not comply with the Local Government Act or any Ordinance under that Act in respect of any improvements on the land; or
- 37.1.11 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

38 PURCHASER'S WARRANTIES

38.1 Purchaser's warranties

The purchaser represents and warrants that:

- 38.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 38.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 38.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

38.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 38.

39 CAPACITY

- 39.1 Subject to clause 38.3, without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply.

39.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

39.3 Clause 39.1 will not apply if:

39.3.1 the vendor is comprised of more than one person being joint tenants of the property and one of the joint tenants dies prior to completion; and

39.3.2 the surviving joint tenant registers a Notice of Death at Land and Property Information to become the proprietor of the interest of the deceased joint tenant allowing settlement to proceed within 14 days of the issue of the new Certificate of title to the surviving joint tenant.

40 INSOLVENCY ETC OF PURCHASER

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

40.1 resolve to enter into liquidation or provisional liquidation;

40.2 have a summons presented for its winding-up;

40.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or

40.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

41 ENCUMBRANCES ON TITLES

No objection shall be taken nor requisition raised by reason of the fact that any encumbrance, mortgage or caveat noted on the title shall not have been discharged or withdrawn prior to settlement but the vendor shall on settlement hand over to the purchaser a proper discharge of any encumbrance or mortgage or withdrawal of any caveat in registrable form together with the appropriate fees in respect thereof as the Department of Lands may require.

42 SERVICE BY FACSIMILE

A notice or document shall be deemed to have been sufficiently served for the purposes of this contract if the notice or document is sent by facsimile transmission (provided that the party on which service is effected displays a facsimile number on their letterhead) and in any such case shall be deemed to be duly given or made when the transmission has been completed, and the production of a transmission report by the sender's facsimile machine shall be prima facie evidence of the time and fact of such transmission, except where:

- i. the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made that time; or
- ii. the time of dispatch of the facsimile is after 5.00 pm on a day on which business is generally carried on in the place to which such notice or document is sent, in which case the notice or document shall be deemed to have been received by the recipient at the commencement of business of the next working day at such place.

43 DEPOSIT LESS THAN 10%

If the purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and if the vendor becomes entitled to forfeit the deposit in accordance with the provisions of this Contract, the vendor shall be entitled in addition to such forfeiture and in addition to any other rights on

the part of the vendor herein contained or otherwise to recover from the purchaser as a liquidated debt an amount being the difference between the deposit and 10% of the purchase price and the provisions of this special condition shall not merge upon completion.

44 RELEASE OF DEPOSIT

The purchaser hereby agrees to release whole or part of the deposit to the vendors for payment of a deposit on their purchase of real estate and/or for the payment of stamp duty in respect to such purchase. If the deposit is released for use as a deposit, then such deposit is to be placed in the Trust Account of a Real Estate Agent, Solicitor or Conveyancer.

45 DEPOSIT BOND

45.1 In the event of the Vendor accepting (in its absolute discretion) the payment of the Deposit by way of a bond or bank guarantee, the following shall apply:-

- (a) The expression "**Bond**" in this Contract means a deposit guarantee bond issued to the Vendor at the request of the Purchaser by a deposit guarantor (agreed between the Vendor and the Purchaser) having an expiry date of not less than nine (9) months after the Sunset Date (as extended).
- (b) The expression "**Bank Guarantee**" in this Contract means an unconditional bank guarantee issued to the Vendor at the request of the Purchaser by an Australian trading bank (agreed between the Vendor and the Purchaser) having an expiry date of not less than nine (9) months after the Sunset Date (as extended).
- (c) The delivery to the Vendor's Solicitor of a Bond or a Bank Guarantee shall, subject to sub-clause (a) and (b), be deemed for the purposes of this Contract to be payment of the Deposit.
- (d) At the time of such delivery of the Bond or Bank Guarantee on account of the Deposit to the person or persons nominated in this Contract to receive the Deposit, and the following provisions shall apply:-
 - (i) On completion of this Contract or at such other time as may be provided for the Deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond or Bank Guarantee to the Vendor in cash or by settlement cheque; or
 - (ii) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the Deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the Deposit (or so much as has not been paid) and upon failure of the Purchaser to pay the same within two (2) business days of service of such notice, the Vendor shall be entitled to demand payment from the deposit guarantor or the bank in accordance with the provisions of the Bond or the Bank Guarantee, and the provisions of this Contract in relation to the Deposit shall then apply as though this Contract had just been made and required payment of the Deposit within two (2) business days of demand on the deposit guarantor or the bank.
- (e) In the event that this Contract has not been completed within three (3) months prior to the expiry date of the Bond or the Bank Guarantee, the Purchaser must procure a replacement Bond or Bank Guarantee and deliver the replacement Bond or Bank Guarantee to the Vendor no later than two (2) months before expiry of the initial Bond or Bank Guarantee. This is an essential term and time is of the essence.
- (f) If the Purchaser does not comply with sub-clause (e) above, the Vendor may terminate this Contract pursuant to clause 9.
- (g) The Purchaser may comply with sub-clause (e) by paying to the *depositholder* a cash Deposit in the amount of 10% of the purchase price which the *depositholder* shall hold in accordance with clause 2.1.

46 SMOKE ALARMS

The property has smoke alarms installed.

47 REQUISITIONS ON TITLE

The form of requisitions to be served by the purchaser under Clause 5.1 shall be Law Society Strata Residential Property Requisitions (2012 - 2018 Edition) and no other requisitions on title.

48 INQUIRY OF OWNERS CORPORATION BOOKS & RECORDS

If the subject property referred to in this Contract forms part of a lot in a strata, neighbourhood, precinct or community scheme then the purchaser agrees not to make any requisition objection or claim for compensation in respect of any past, present, or future contingent liabilities of the said schemes. Further the Purchaser relies upon their own investigations and enquiries and warrants that any investigations and enquiries have been done and carried out prior to the date of this contract.

49 VENDOR AS EXECUTOR

- 49.1 The parties agree that the vendor is entering into this contract as the executor of the Estate of Pamela Joyce Saunders (*Estate*) and in no other capacity. A liability arising under or in connection with this contract is limited to and can be enforced against the vendor as executor only to the extent to which it can be satisfied out of property of the Estate out of which the vendor as executor is actually indemnified for the liability. This limitation of the vendor's liability as executor applies despite any other provision of this contract and extends to all liabilities and obligations of the vendor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this contract.
- 49.2 The purchaser may not sue the vendor personally or in any capacity other than as executor of the Estate and may not seek the appointment of a receiver (except in relation to property of the Estate), a liquidator, an administrator or any similar person to the vendor or prove in any liquidation, administration or arrangement of or affecting the vendor (except in relation to property of the Estate).
- 49.3 The provisions of this clause 49 do not apply to any obligation or liability of the vendor to the extent that it is not satisfied because under the instrument establishing the Estate or by operation of law there is a reduction in the extent of the vendor's indemnification as executor out of the assets of the Estate, as a result of the vendor's fraud, negligence or breach of trust.

50 COOLING OFF PERIOD

In the event that the Vendor and Purchaser enter into a Contract under which a certificate pursuant to Section 66W of the *Conveyancing Act 191* is not given by the Purchaser's Solicitor and the parties authorise (in writing) the Vendor's Agent to exchange such a Contract, then it is agreed that the Deposit may be paid as follows:

- (a) as to 0.25% of the purchase price, upon exchange of this Contract; and
- (b) as to the sum of money equivalent to the balance of the Deposit, prior to the expiry of the cooling off period.

51 GUARANTEE FOR CORPORATE PURCHASER

51.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

51.2 The word *guarantor* means:
and _____

(being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

- 51.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 51.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 51.4.1 payment of all money payable by the purchaser under this contract; and
- 51.4.2 the performance of all of the purchaser's other obligations under this contract.
- 51.5 The guarantor:
- 51.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- 51.5.2 must pay on demand any money due to the vendor under this indemnity.
- 51.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 51.6.1 the performance by the purchaser of its obligations under this contract; and
- 51.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 51.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 51.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 51.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- i. the granting of any time, waiver, covenant not to sue or other indulgence;
 - ii. the release or discharge of any person;
 - iii. an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - iv. any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - v. payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - vi. the winding up of the purchaser.
- 51.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 51.11 This clause operates as a Deed between the vendor and the guarantor.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Signature

Print Name of Witness



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/SP70964

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 2/12/2020 | 9:25 AM | 6 | 2/12/2020 |

LAND

LOT 8 IN STRATA PLAN 70964
AT CASTLE HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

CHERYL JOYANNE HAYRES
JANICE MARGARET ARMSTRONG
AS JOINT TENANTS

(AE AQ606295)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP70964

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 02/12/2020 09:25:02

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: CP/SP70964

| SEARCH DATE ----- | TIME ---- | EDITION NO ----- | DATE ---- |
|----------------------|--------------|---------------------|--------------|
| 26/11/2020 | 12:25 PM | 5 | 7/7/2017 |

LAND
-----THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 70964
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAMAT CASTLE HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP70964FIRST SCHEDULE
-----THE OWNERS - STRATA PLAN NO. 70964
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- PREMIER STRATA MANAGEMENT
PO BOX 3030
PARRAMATTA 2124SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 7787245 EASEMENT TO DRAIN WATER 0.8 WIDE APPURTENANT TO THE
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
AFFECTING THE PART(S) DESIGNATED (A) IN PLAN WITH
7787245
- 3 7787246 EASEMENT TO DRAIN WATER 0.8 WIDE APPURTENANT TO THE
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
AFFECTING THE PART(S) DESIGNATED (A) IN PLAN WITH
7787246
- 4 7914404 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
AFFECTING THE PART(S) DESIGNATED (A) IN PLAN WITH
7914404
- 5 7914405 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
AFFECTING THE PART(S) DESIGNATED (A) IN PLAN WITH
7914405
- 6 DP1055162 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 SP70964 RESTRICTION(S) ON THE USE OF LAND
- 8 SP70964 POSITIVE COVENANT AS REFERRED TO AND NUMBERED (2)
IN SECTION 88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

170450

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP70964

PAGE 2

SECOND SCHEDULE (10 NOTIFICATIONS) (CONTINUED)

- 9 SP70964 POSITIVE COVENANT AS REFERRED TO AND NUMBERED (3)
IN SECTION 88B INSTRUMENT
10 AM544747 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 70964

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 1 | - 363 | 2 | - 363 | 3 | - 316 | 4 | - 359 |
| 5 | - 312 | 6 | - 359 | 7 | - 316 | 8 | - 363 |
| 9 | - 363 | 10 | - 406 | 11 | - 402 | 12 | - 320 |
| 13 | - 413 | 14 | - 324 | 15 | - 413 | 16 | - 300 |
| 17 | - 406 | 18 | - 402 | 19 | - 410 | 20 | - 327 |
| 21 | - 371 | 22 | - 371 | 23 | - 410 | 24 | - 406 |
| 25 | - 386 | 26 | - 421 | 27 | - 398 | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

170450

PRINTED ON 26/11/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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STRATA PLAN FORM 1

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OFFICE USE ONLY

STRATA CERTIFICATE

Name of Council/Accredited Certifier **GRANHAM MULLISON**
being satisfied that the requirements of the Strata Schemes
(Freehold Development) Act 1973 and the Strata Schemes
(Leasehold Development) Act 1986 have been complied with, approves the proposed
strata plan/strata plan of subdivision.

Illustrated in the annexure to this certificate.

The accredited certifier is satisfied that the plan is consistent with a
relevant development consent in force, and that all conditions of the
development consent have been complied with, and that the plan is consistent with
before a strata certificate may be issued, have been complied with.

The Council/Accredited Certifier is satisfied that the plan is
consistent with the relevant development consent in force, and that all conditions of the
development consent have been complied with, and that the plan is consistent with
before a strata certificate may be issued, have been complied with.

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

The accredited certifier is satisfied that the building complies with a
relevant development consent in force that allows the encroachment.

This approval is given on the condition that the use of land (a)
(being utility lot(s) designed to be used primarily for the storage or
accommodation of boats, motor vehicles or goods and the use for human
occupation on a residential, office, shop or the like) is restricted to the
use of the land for the purpose of the development.

(b) the subject of the strata scheme concerned, as referred to
in section 30 of the Strata Schemes (Freehold Development) Act 1973 or
section 30 of the Strata Schemes (Leasehold Development) Act 1986

Date **29 July 2003**

Subdivision No. **20018**

Accreditation No. **55597**

Relevant Development Consent No. **DA 3588/03**
issued by **BAULKHAM HILLS SHIRE COUNCIL**

Accredited Certifier/Strata Plan of Subdivision/Accredited Certifier
Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

MATTHEW PLOWMAN
H. RAMSAY & CO SURVEYORS
DP 28402, PARAMATTA

I, a surveyor registered under the Surveying Act 2002, hereby certify that:
(1) each applicable requirement of
Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986
has been met;

(2) the survey information recorded in the accompanying location plan
is accurate.
Signature: **M. Plowman**
Date: **17 JULY 2003**

Delete if inapplicable
State whether dealing or plan, and quote registered number.
ZONE: SUBURBAN/GOVERNMENT

This is sheet 1 of my Plan in 8 sheets.

RESIDENTIAL Model B-10s adopted for this scheme
Keeping of Animals: Option A/9/4
Schedule of By-Laws to: sheets filed with plan
No By-Laws apply
Strike out whichever is inapplicable.
(Insert type being adopted)

| LOT | U/E | LOT | U/E |
|-----|-----|-------|-------|
| 1 | 363 | 15 | 413 |
| 2 | 363 | 16 | 300 |
| 3 | 316 | 17 | 406 |
| 4 | 359 | 18 | 402 |
| 5 | 312 | 19 | 410 |
| 6 | 359 | 20 | 327 |
| 7 | 316 | 21 | 371 |
| 8 | 363 | 22 | 371 |
| 9 | 363 | 23 | 410 |
| 10 | 406 | 24 | 406 |
| 11 | 402 | 25 | 386 |
| 12 | 320 | 26 | 421 |
| 13 | 413 | 27 | 398 |
| 14 | 324 | TOTAL | 10000 |

SCHEDULE OF UNIT ENTITLEMENTS

PLAN OF SUBDIVISION OF LOT 151 in DP 1055162

LGA : BAULKHAM HILLS Locality : CASTLE HILL

Parish : CASTLE HILL County : CUMBERLAND

Lengths are in metres

Name of, and address for
service of notices on, the
owners corporation
(Address required on
original strata plan only.)
THE OWNERS
STRATA PLAN No 70964
No 57-63 CECIL AVENUE
CASTLE HILL 2154

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919,
AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, IT IS INTENDED TO CREATE:-
1) RESTRICTION ON USE
2) POSITIVE COVENANT
3) POSITIVE COVENANT

Mortgagee under No. 3157 of 3157 day of
Signed at Sydney this 31st day of JULY 2003 for National
Australia Bank Limited ABN 12 004 044 937
by **Rona Mary FERGUSON** its duly
appointed Attorney under Power of Attorney
No. 549 Book 3834
My lead (director)
752 lead (director)
LOUIACH STEEL
PTY LIMITED
ACN 001 945 945

Manager
Witness/Bank Officer
Kylie GRIFFITH
255 George Street, Sydney NSW

SP70964

Registered : 13.8.2003

Purpose : STRATA PLAN

Ref. Map : U9160-34#

Last Plan : DP1055162

SURVEYOR'S REFERENCE: 5748/01

Plan Drawing only to appear in this space

CA 10/03/01

Plan Drawing only to appear in this space

STRATA PLAN FORM 2

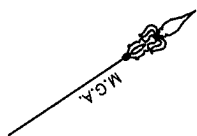
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 8 Sheets

LOCATION PLAN

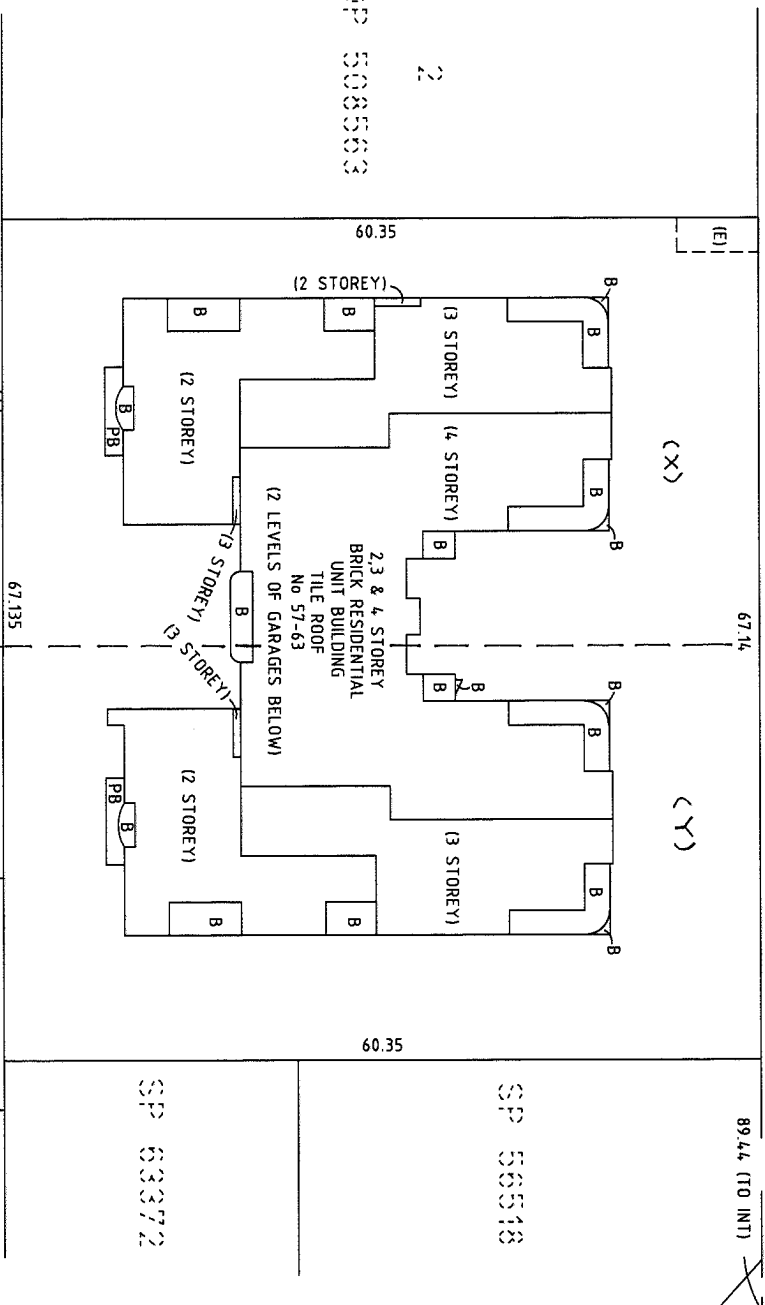
No 57-63 CECIL AVENUE
CASTLE HILL 2154

SP70964



CECIL AVENUE

HUME AVENUE



DP 508563

2

DP 1039660

DP 2 0 0 7 3 4

SP 63372

SP 66518

PB PLANTER BOX
B BALCONY

(X) BENEFITED BY EASEMENTS TO
DRAIN WATER - 7787246 & 7914405
(Y) BENEFITED BY EASEMENTS TO
DRAIN WATER - 7787246 & 7914404

Reduction Ratio 1: 400

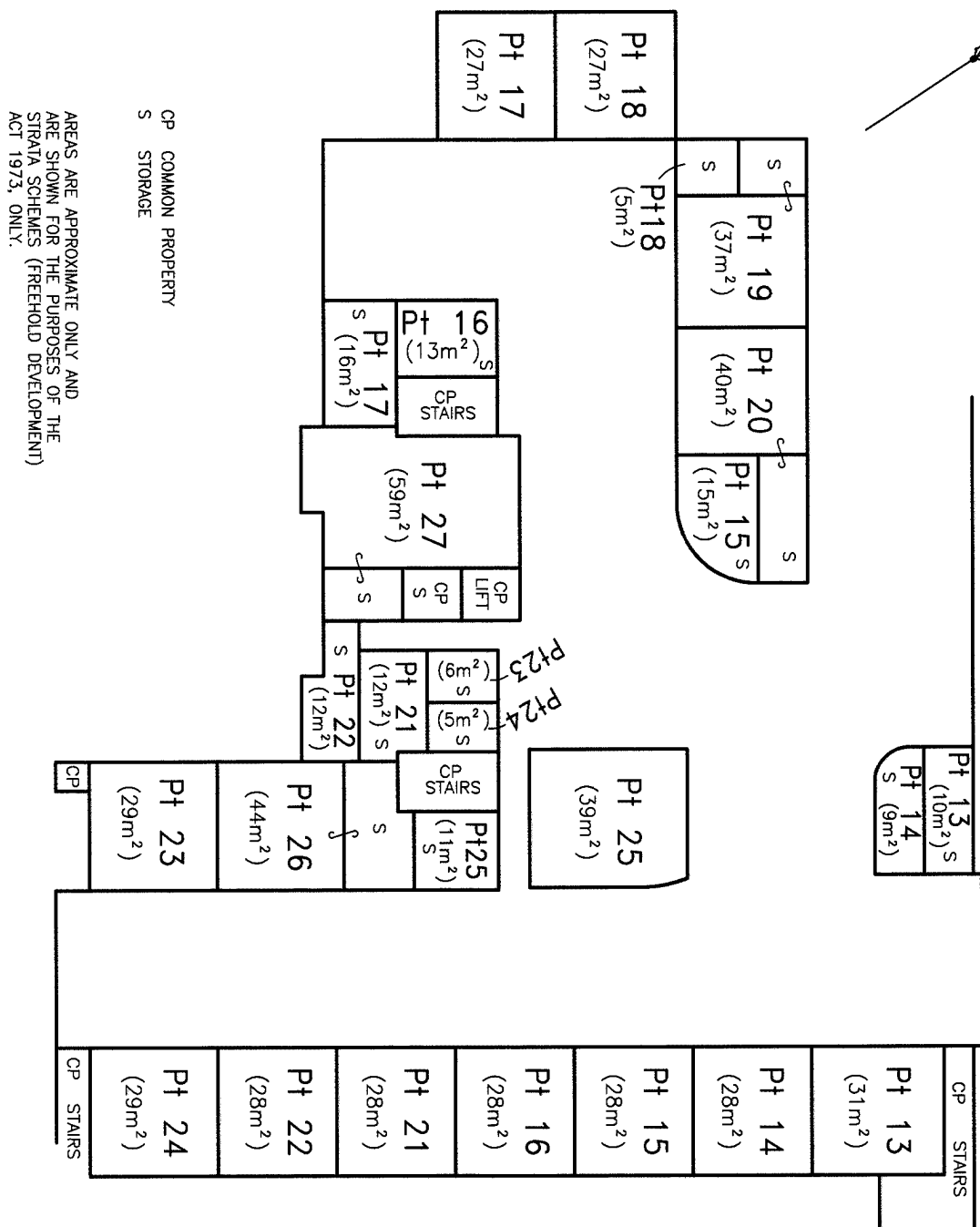
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 5748/01

SP70964



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

Reduction Ratio 1: 200

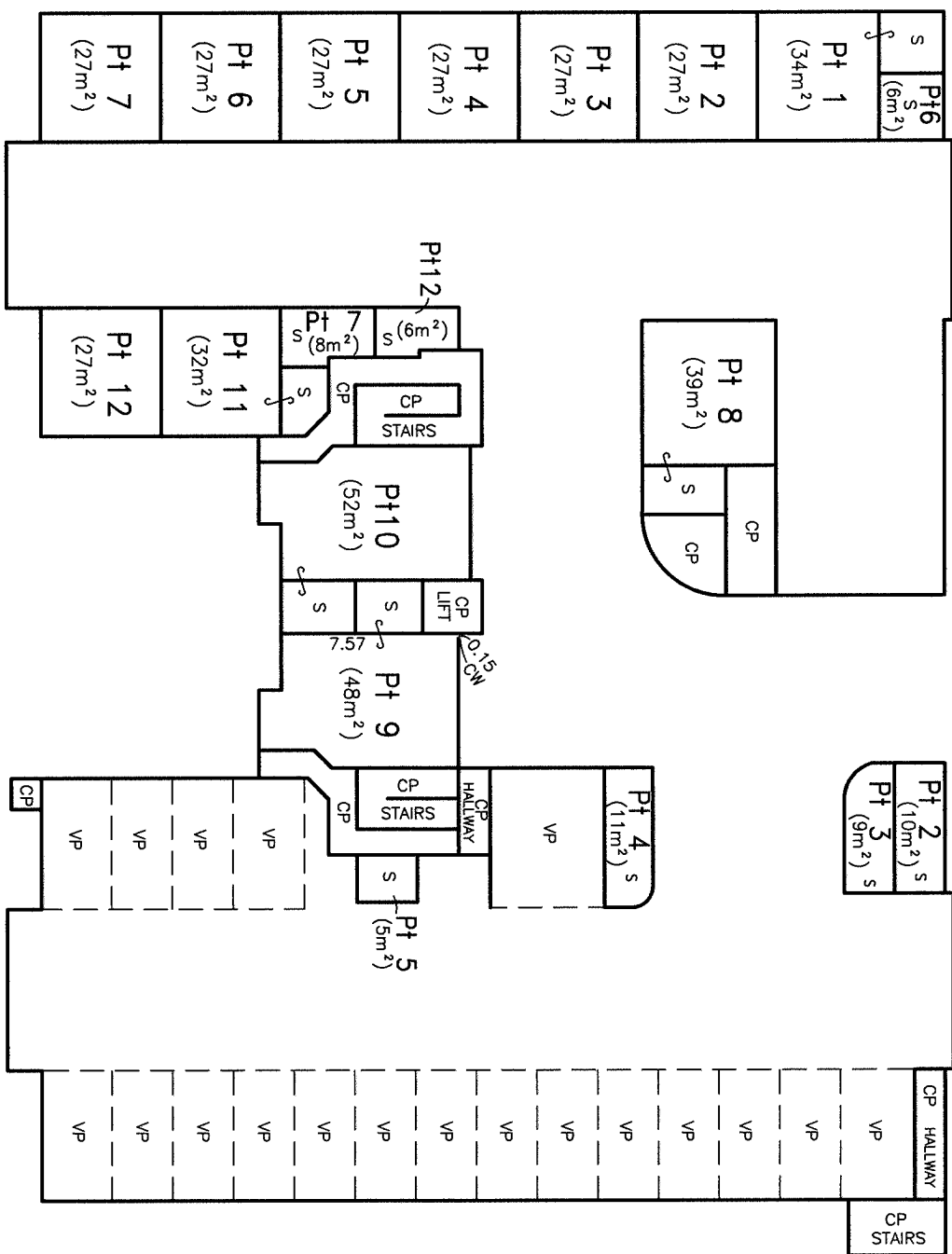
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

* OFFICE USE ONLY

SP70964



[Signature]
Authorized Person/General Manager/Accredited Certifier

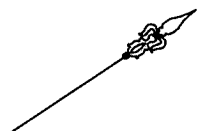
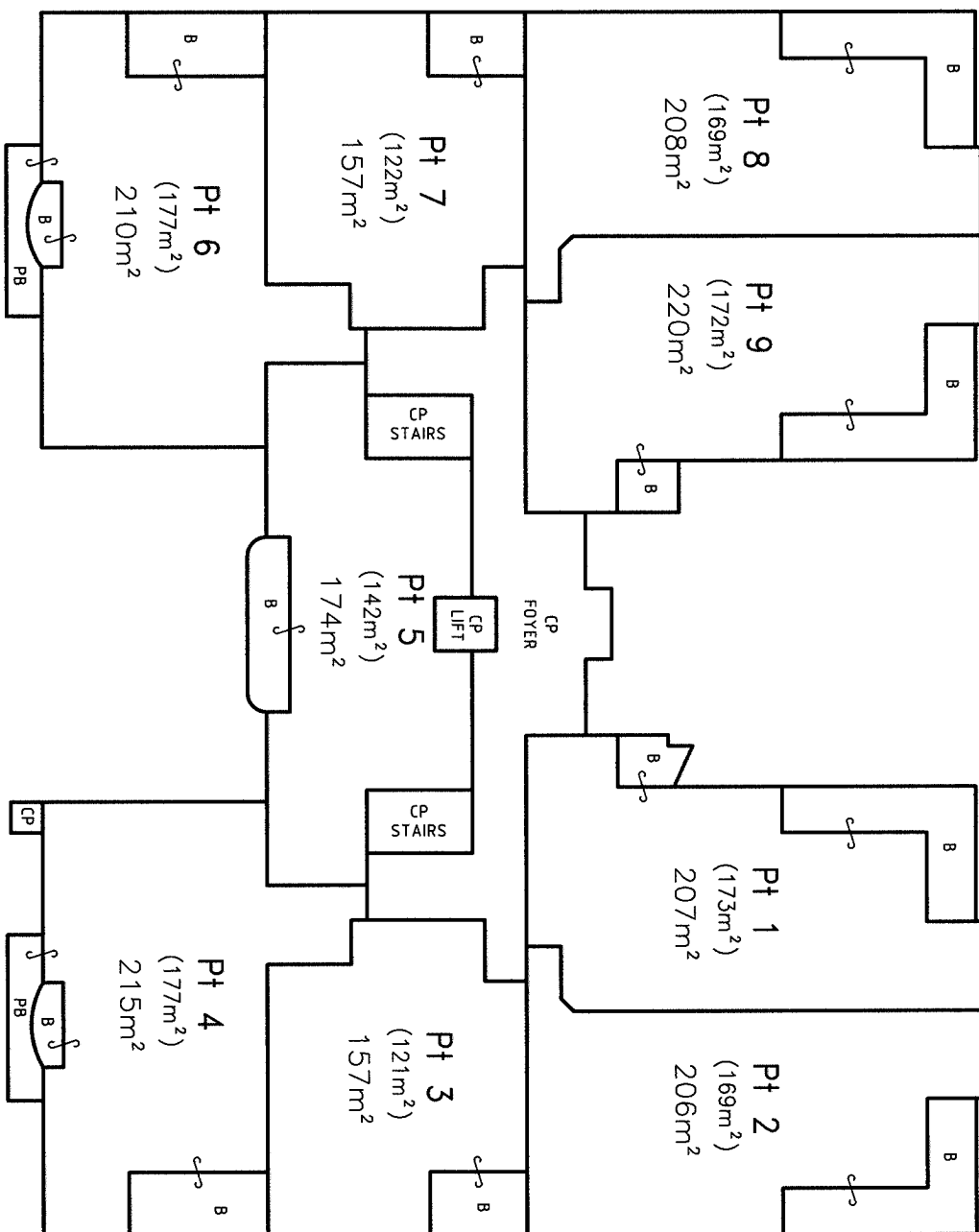
STRATA PLAN FORM 2

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Sheet No. 5 of 8 Sheets

GROUND FLOOR

SP70964



THE STRATUM OF THE BALCONIES AND PLANTER BOXES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

Reduction Ratio 1: 200

Lengths are in metres

M. P. P. P.
Registered Surveyor

John M. M.
Authorised Person/General Manager/Accredited Certifier

CP COMMON PROPERTY
B BALCONY
PB PLANTER BOX

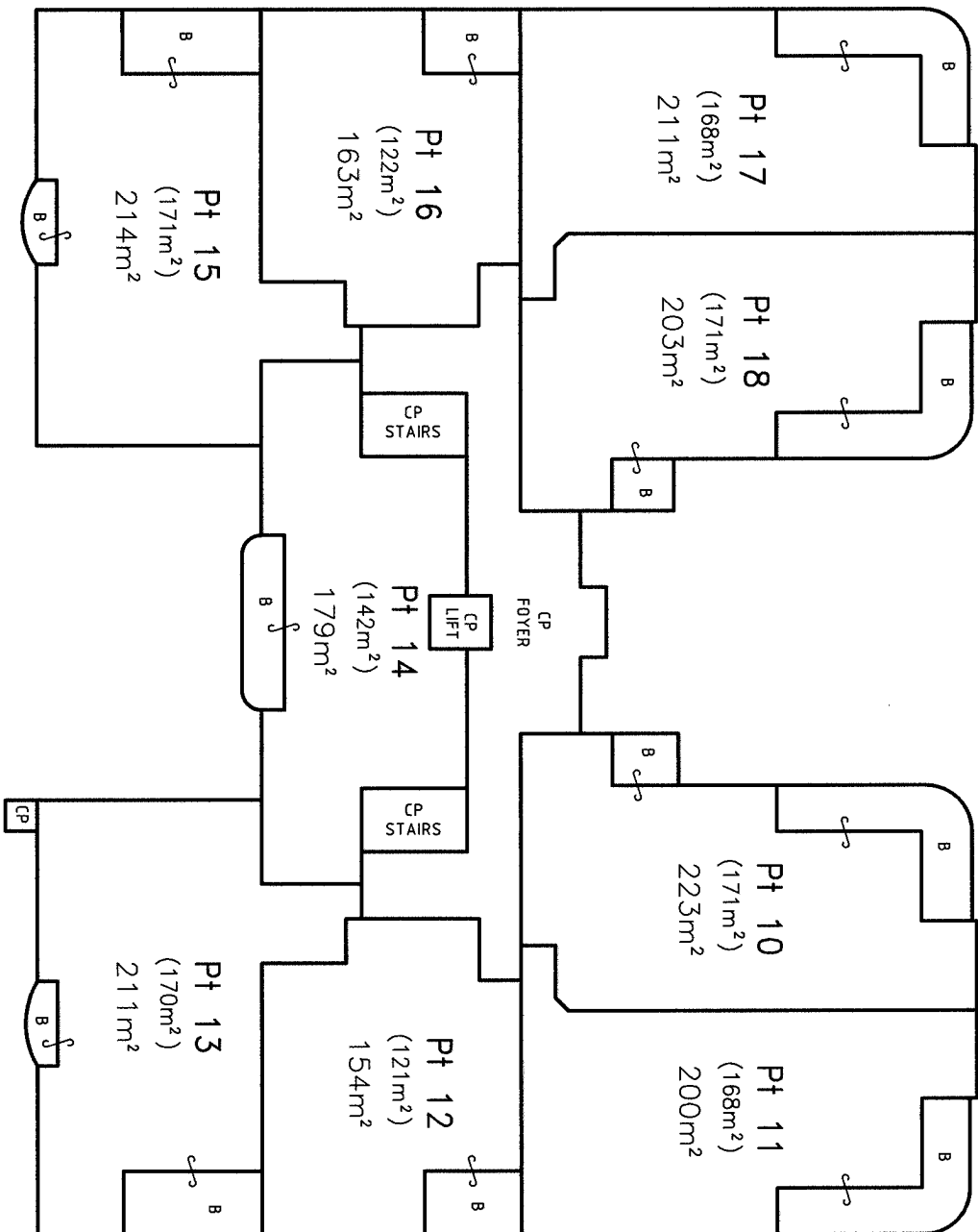
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 8 Sheets

FIRST FLOOR

SP70964



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

CP COMMON PROPERTY
B BALCONY

Reduction Ratio 1: 200

Lengths are in metres

M. P. Bourne
Registered Surveyor

William Halliday
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 5748/01

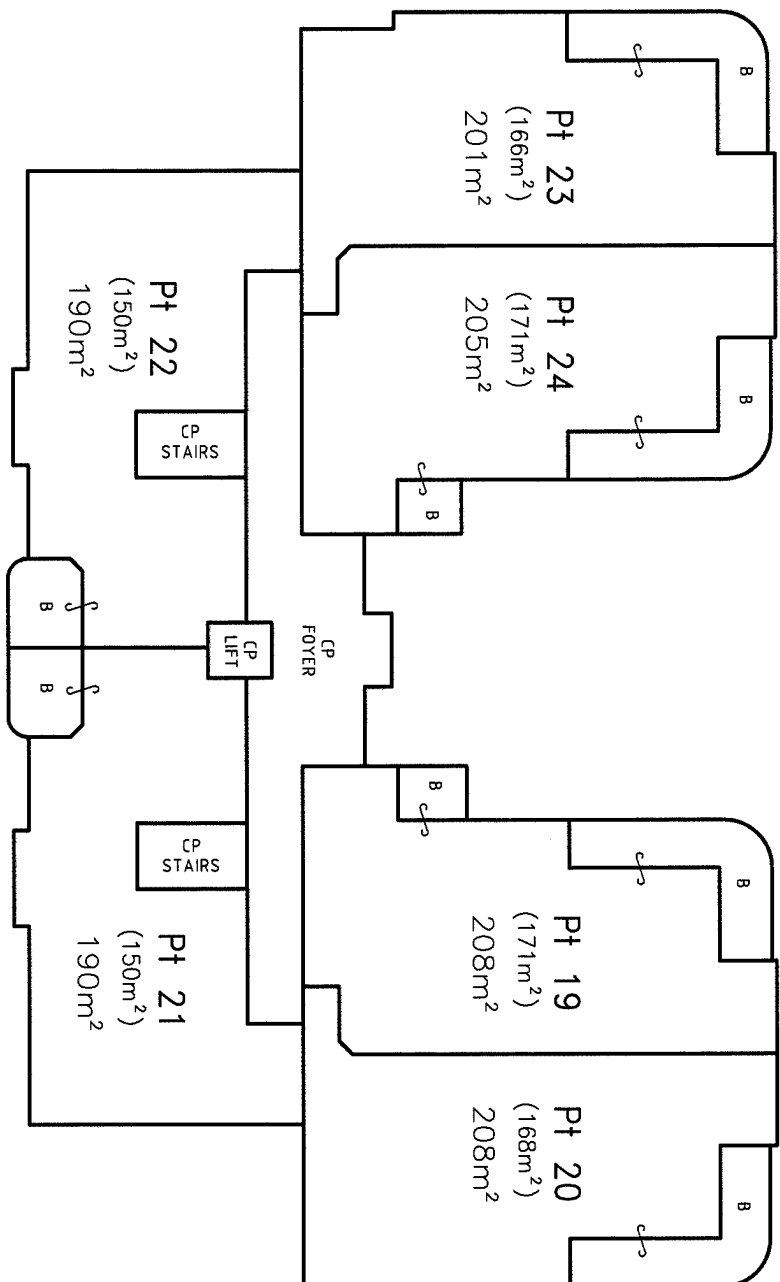
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 8 Sheets

SECOND FLOOR

SP70964



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED.

CP COMMON PROPERTY
B BALCONY

Reduction Ratio 1: 200

Lengths are in metres

M. P. Plummer
Registered Surveyor

Simon Mallick
Authorised Person/Consent Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 5748/01

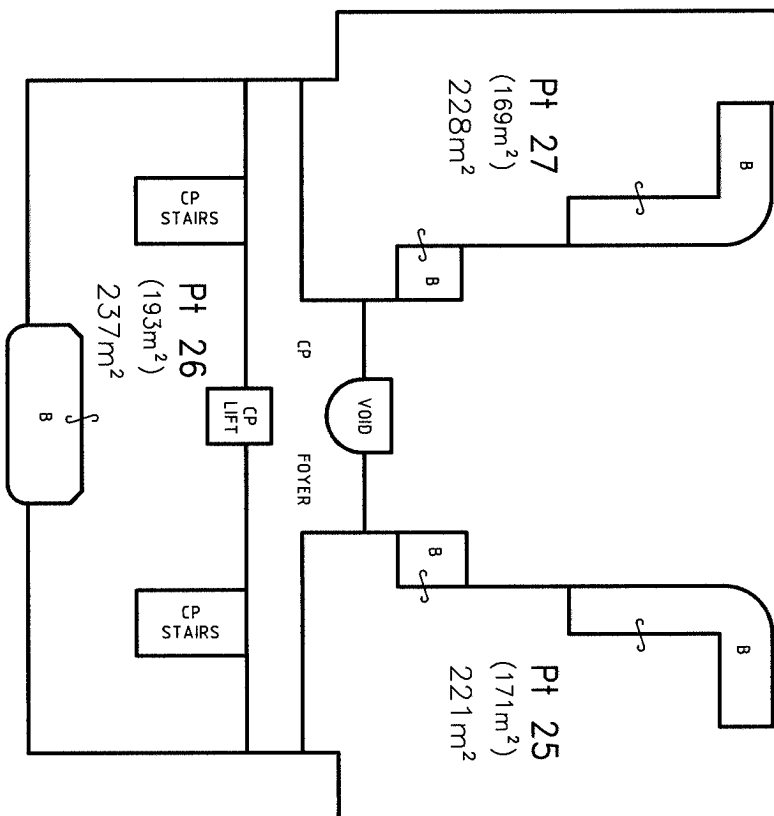
STRATA PLAN FORM 2

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Sheet No. 8 of 8 Sheets

SP70964

THIRD FLOOR



AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES
IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT
WHERE COVERED.

CP COMMON PROPERTY
B BALCONY

Reduction Ratio 1: 200

M. Plummer
Registered Surveyor

Lengths are in metres

William Mallon
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 5748/01

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

SP70964

(Sheet 1 of 6 Sheets)
Subdivision of Lot 151 in D.P.1055162
covered by Strata Certificate
No 20018 of 29 July, 2003.....

Full name and address
of Proprietor of Land

LOULACH STEEL PTY LIMITED
(ACN 001 945 848)
50 Mona Street Auburn NSW 2144

PART 1

1. Identity of Easement firstly
referred to in above-mentioned Restriction on use

SCHEDULE OF LOT (S) ETC AFFECTED

Lots Burdened

Authority Benefited

Common Property

Baulkham Hills Shire Council

2. Identity of Positive Covenant
secondly referred to in
above-mentioned plan Positive Covenant

SCHEDULE OF LOT(S) ETC AFFECTED

Lots Burdened

Authority Benefited

Common Property

Baulkham Hills Shire Council

3. Identity of Positive Covenant
Thirdly referred to in
above-mentioned plan Positive Covenant

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

Common Property

Baulkham Hills Shire Council

Robert Mather



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

SP70964

(Sheet 2 of 6 Sheets)
Subdivision of Lot 151 in D.P. 1055162
covered by Strata Certificate
No 20018 of 29 July, 2003

Full name and address
of proprietor of the land

LOULACH STEEL PTY LIMITED
(ACN 001 945 848)
50 Mona Street Auburn NSW 2144

PART 2

Terms of Restriction on Use Firstly referred to in above-mentioned plan.

The registered proprietor shall not make or permit or suffer the making of any alterations to the on site storm water detention system which is constructed on the lot(s) burdened without prior consent in writing of Baulkham Hills Shire Council. The expression "on site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system".

Name of Authority having the power to release vary or modify the Restriction Firstly referred to is Baulkham Hills Shire Council

Terms of Positive Covenant Secondly referred to in the above mentioned Plan

- I. The registered proprietor of the lot(s) hereby burdened will in respect of the system.
 - (a) Keep the system clean and from silt, rubbish and debris
 - (b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner
 - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant.
 - (d) comply with the terms of any written notice issued by the Council in respect of requirements of this covenant within the time stated in the notice.

Robert Mather

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

SP70964

(Sheet 3 of 6 Sheets)
Subdivision of Lot 151 in D.P. 1055162
covered by Strata Certificate
No 20018 of 29 July, 2003

Full name and address
of proprietor of the land

LOULACH STEEL PTY LIMITED
(ACN 001 945 848)
50 Mona Street Auburn NSW 2144

PART (Continued)

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-
- (i) in the event that the registered proprietors fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1 (d) above.
 - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) any expenses reasonably incurred by it in exercising its powers under sub paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work together with costs reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of Authority having the power to release vary or modify the Positive Covenant Secondly referred to is Baulkham Hills Shire Council

Alan Martin

[Signature]

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

SP70964

(Sheet 4 of 6 Sheets)
Subdivision of Lot 151 in D.P.1055162
covered by Strata Certificate
No 20018 of 29 July, 2003

Full name and address
of proprietor of the land

LOULACH STEEL PTY LIMITED
(ACN 001 945 848)
50 Mona Street Auburn NSW 2144

PART 2 (Continued)

Terms of Positive Covenant Thirdly Referred to in the above-mentioned Plan

1. The registered proprietor of the lot(s) hereby burdened will in respect of the Internal Traffic Control Devices:
 - (a) Keep the system operational and in good working order
 - (b) Maintain and repair at the sole expense of the registered proprietors the whole of the Internal Traffic Control Devices including but not limited to:-
 - (i) Regular maintenance of the traffic control relating to the functioning of the basement carpark access ramp in a safe and efficient manner.
 - (ii) Regular maintenance of all convex mirrors, linemarking, signposting and lighting, so that they function in a safe and efficient manner.
 - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant.
 - (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

Leon Mathias

[Signature]

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

(Sheet 6 of 6 Sheets)

SP70964

Subdivision of Lot 151 in D.P. 1055162
covered by Strata Certificate
No 20018 of 29 July, 2003

Full name and address
of proprietor of the land

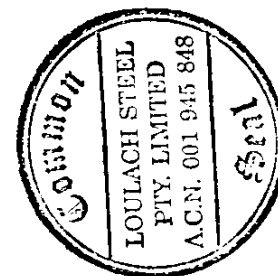
LOULACH STEEL PTY LIMITED
(ACN 001 945 848)
50 Mona Street Auburn NSW 2144

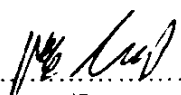
PART 2 (Continued)

The term "Registered Proprietor" shall include the Registered Proprietor of the land hereby benefited from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.

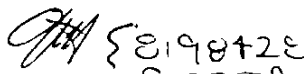
The Common Seal of
LOULACH STEEL PTY LIMITED
(ACN 001 945 848) was hereunto
affixed by authority of the
Board of Directors in the presence of

)
)
)
)
)
)





.....
Director/~~Secretary~~


.....
Director/~~Secretary~~


Mortgagee under Mortgage No. 8198598
Signed at Sydney this 31st day of
JULY 2003 for National
Australia Bank Limited ABN 12 004 044 937
by **Fiona Mary FERGUSON** its duly
appointed Attorney under Power of Attorney
No. 549 Book 3834

.....
Accredited Certifier
Accreditation No. 55597


.....
Manager


.....
Witness/Bank Officer

255 George Street, Sydney NSW

Kylie GRIFFITH

REGISTERED  13.8.2003

GRANTING EASEMENT

Real Property Act 1900

7787245X



Office of S

(A) LAND

Show no more than 20 References to Title

*\$160.00
Plan fee
paid*

| SERVIENT TENEMENT (Land Burdened) | DOMINANT TENEMENT (Land Benefited) |
|-----------------------------------|------------------------------------|
| 7/200734 | 15/6760 |

(B) LODGED BY

| L.T.O. Box | Name, Address or DX and Telephone | |
|------------|---|----|
| 310H | John S Fordham | TG |
| | REFERENCE (max. 15 characters): MARSONS | |

(C) TRANSFEROR

(Registered Proprietor of servient tenement)

Rodd Jason Kingham and
Narelle Linette Kingham

(D) acknowledges receipt of the consideration of

(E) and TRANSFERS and GRANTS An 'Easement to drain water 0.8 wide' as shown on the plan in Annexure A

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) TRANSFEREE

(Registered Proprietor of dominant tenement)

John Edward Pausey and
Gail Andrea Pausey

(G) subject to the following ENCUMBRANCES

1. 2. 3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE

Signed in my presence by the Transferor who is personally known to me.

[Signature]
Signature of Witness
A. DAVIES
Name of Witness (BLOCK LETTERS)
Solicitor EASTWOOD
Address of Witness

Signed in my presence by the Transferor who is personally known to me.

[Signature]
Signature of Witness
R. STANILAND
Name of Witness (BLOCK LETTERS)
768 PACIFIC HIGHWAY GORDON
Address of Witness
SOLICITOR

[Signature]
Signature of Transferor

[Signature]
Signature of Transferee
THOMAS

Transferor M. 007

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

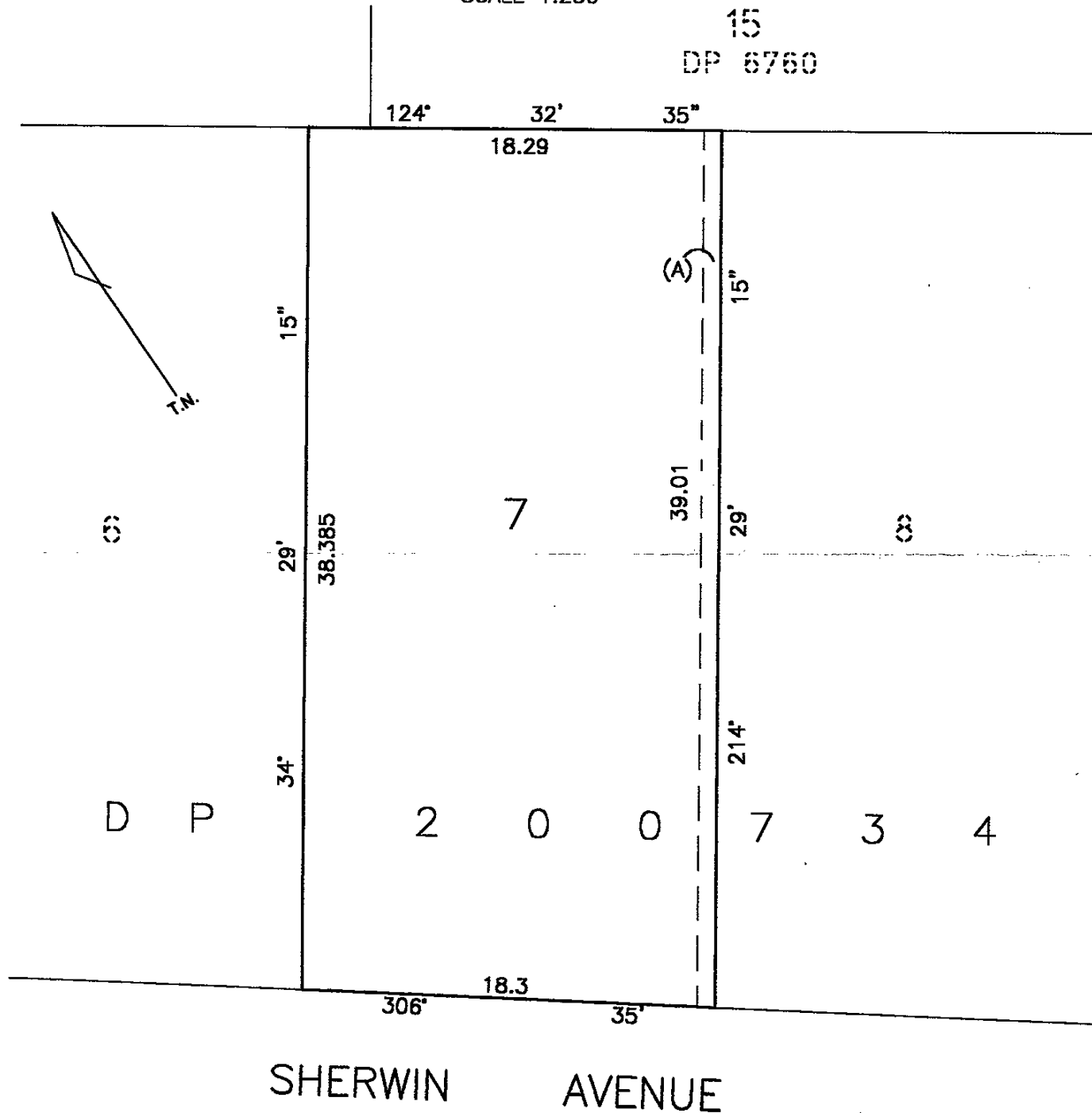
*7/200734 < Particular 259 19/7/01
for this dealing*

0495LTO

ANNEXURE A

PLAN SHOWING SITE OF
PROPOSED EASEMENT TO DRAIN WATER 0.8 WIDE
WITHIN LOT 7 IN DP 200734 AT CASTLE HILL
PARISH OF CASTLE HILL
COUNTY OF CUMBERLAND

SCALE 1:250



(A) PROPOSED EASEMENT TO
DRAIN WATER 0.8 WIDE

[Signature]
REGISTERED SURVEYOR

[Signature]

Reg 38
19/7/01

97-0110 LTO Licence Number

10V/0170/95

**TRANSFER
GRANTING EASEN**

Real Property Act 1900

7787246V



Office

(A) LAND

Show no more than 20 References to Title

*Plan for point
at 60.0*

| SERVIENT TENEMENT (Land Burdened) | DOMINANT TENEMENT (Land Benefited) |
|-----------------------------------|------------------------------------|
| 7/200734 | 1/659697 |

(B) LODGED BY

| L.T.O. Box | Name, Address or DX and Telephone | TG |
|------------|---|----|
| 310H | John S Fordham | |
| | REFERENCE (max. 15 characters): Marsons | |

(C) TRANSFEROR

(Registered Proprietor of servient tenement)

Rodd Jason Kingham and
Narelle Linette Kingham**(D) acknowledges receipt of the consideration of****(E) and TRANSFERS and GRANTS** An 'Easement to drain water 0.8 wide' as shown on the plan in Annexure A

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) TRANSFEREE

(Registered Proprietor of dominant tenement)

Maurice Walter Baldwin and
Joan Margaret Baldwin**(G) subject to the following ENCUMBRANCES**

1. 2. 3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

R. A. DAVIES
SOLICITORName of Witness (BLOCK LETTERS)
77 ROWE STREET
EASTWOOD.Address of Witness
9858 1311
Signature of Transferee

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

R. STANICAND

Name of Witness (BLOCK LETTERS)

768 PACIFIC HIGHWAY GORDON

Address of Witness

Solicitor

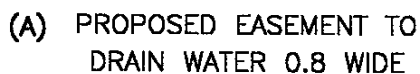
Signature of Transferee
TRANSFERORS

0495LTO

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

SCALE 1:250



.....
REGISTERED SURVEYOR

Paul

Reg 38
1917/01
m

GRANTING EASEMEN

Real Property Act 1900



7914404B

Office of State

(A) **LAND**

Show no more than 20 References to Title

| SERVIENT TENEMENT (Land Burdened) | DOMINANT TENEMENT (Land Benefited) |
|-----------------------------------|------------------------------------|
| 7/200734 | 1/659697 |

(B) **LODGED BY**

| L.T.O. Box | Name, Address or DX and Telephone | |
|------------|---|----|
| | IAN HAGGARTY 16 WINCHCOMBE PLACE CASTLE Hill NSW 2154 | TG |
| | REFERENCE (max. 15 characters): | |

(C) **TRANSFEROR**

(Registered Proprietor of servient tenement)

Rodd Jason Kingham and
Narelle Linette Kingham

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141

by its Attorney, SWITTS BENJAMIN CAIRN
CONSENTS TEAM MEMBER

(D) acknowledges receipt of the consideration of \$1.00 (ONE DOLLAR)

(E) and TRANSFERS and GRANTS

An 'Easement to drain water 1.5 wide' as shown on the plan in
Annexure A

Power of Attorney registered at Land
and Property Information NSW
Book 4299 No. 332

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFeree.

I certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.

(F) **TRANSFeree**

(Registered Proprietor of dominant tenement)

Maurice Walter Baldwin and
Joan Margaret Baldwin

Signature of Witness: [Signature]
Name of Witness: Marek John Parker
Address of Witness: [Address]
Daytime telephone number of Witness: (65) 8240 5814

(G) subject to the following **ENCUMBRANCES** 1. 2.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE

28/8/01

25 Pierson Street
Lockleys SA 5032

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

IAN HAGGARTY

Name of Witness (BLOCK LETTERS)

16 WINCHCOMBE PLACE CASTLE Hill 2154

Address of Witness

x [Signature]

x [Signature]
Signature of Transferor

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

IAN HAGGARTY

Name of Witness (BLOCK LETTERS)

16 WINCHCOMBE PLACE CASTLE Hill 2154

Address of Witness

[Signature]
Joan M. Baldwin
Signature of Transferee

0495LTO

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

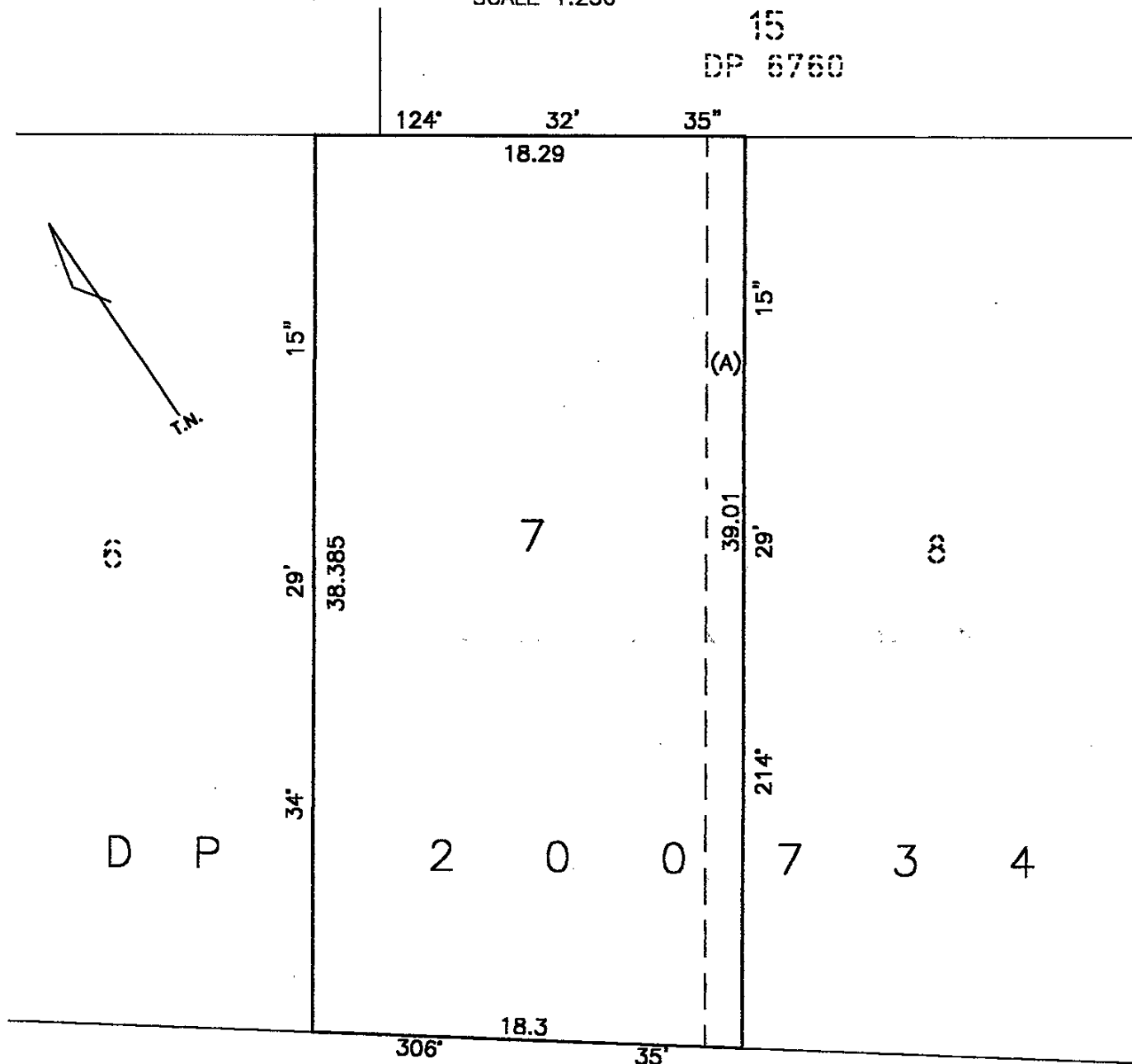
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7/200734 25G. 4.9.01.

ANNEXURE A

PLAN SHOWING SITE OF
PROPOSED EASEMENT TO DRAIN WATER 1.5 WIDE
WITHIN LOT 7 IN DP 200734 AT CASTLE HILL
PARISH OF CASTLE HILL
COUNTY OF CUMBERLAND

SCALE 1:250



SHERWIN AVENUE

(A) PROPOSED EASEMENT TO
DRAIN WATER 1.5 WIDE

[Signature]
REGISTERED SURVEYOR

[Signature]
[Signature]
[Signature]

TRANSFER
GRANTING EASEMENT

Real Property Act 1900



7914405Y

Office of Stat

(A) LAND

Show no more than 20 References to Title

| SERVIENT TENEMENT (Land Burdened) | DOMINANT TENEMENT (Land Benefited) |
|-----------------------------------|------------------------------------|
| 7/200734 | 15/6760 |

(B) LODGED BY

| L.T.O. Box | Name, Address or DX and Telephone | |
|------------|---|----|
| | IAN HAGGARTY 16 WINCHCOMBE PLACE CASTLE HILL NSW 2154. REFERENCE (max. 15 characters): | TG |

(C) TRANSFEROR

(Registered Proprietor of servient tenement)

Rodd Jason Kingham and
Narelle Linette KinghamSigned for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141

by its Attorney: SCOTT BENJAMIN CAN

(D) acknowledges receipt of the consideration of \$1.00 (ONE DOLLAR)

(E) and TRANSFERS and GRANTS

An 'Easement to drain water 1.5 wide' as shown on the plan in
Annexure AConsent of Transferor
Power of Attorney registered at Land
and Property Information NSW
Book 4299 No. 332

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) TRANSFEREE

(Registered Proprietor of dominant tenement)

John Edward Pausey and
Gail Andrea PauseyI certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.Signature of Witness: [Signature]
Name of Witness: Marcus John Parker
Address of Witness: 25 Pierson Street
Daytime telephone number of Witness: (08) 8220-5515

(G) subject to the following ENCUMBRANCES 1. 2. 3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 28-08-01 Lockleys SA 50

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

IAN HAGGARTY

Name of Witness (BLOCK LETTERS)

16 WINCHCOMBE PLACE CASTLE HILL 2154

Address of Witness

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

IAN HAGGARTY

Name of Witness (BLOCK LETTERS)

16 WINCHCOMBE PLACE CASTLE HILL 2154

Address of Witness

Signature of Transferor

Signature of Transferee

04951LTO

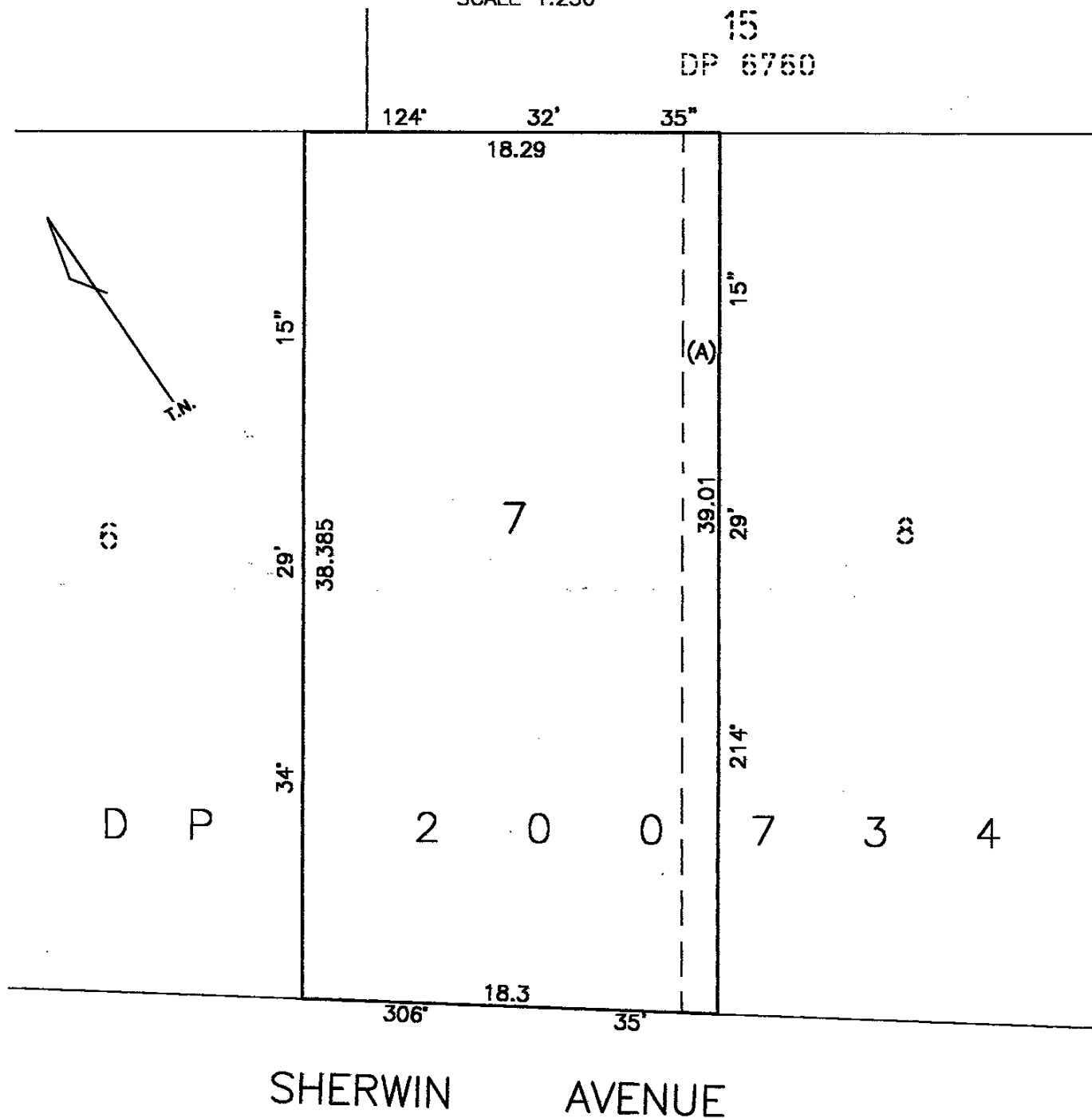
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

ANNEXURE A

PLAN SHOWING SITE OF
PROPOSED EASEMENT TO DRAIN WATER 1.5 WIDE
WITHIN LOT 7 IN DP 200734 AT CASTLE HILL
PARISH OF CASTLE HILL
COUNTY OF CUMBERLAND

SCALE 1:250



(A) PROPOSED EASEMENT TO
DRAIN WATER 1.5 WIDE

[Signature]
[Signature]

SIGN

X *[Signature]*
X *[Signature]*

[Signature]
REGISTERED SURVEYOR

PLAN FORM 2 (APPROVED FORM 3)

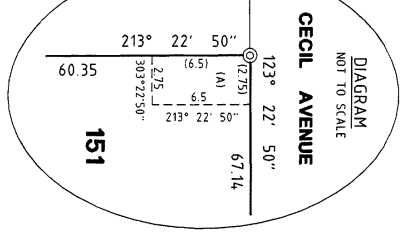
SIGNATURES AND SEALS ONLY

George Louiech Tony Louiech
Director Director



Manager
George Louiech KYRLE GRIFFITH
Manager
255 George Street, Sydney NSW

Endorsement under the Land Management Act 1926
Signed at Sydney this 27th day of November 2002
By *George Louiech* Director
Approved by *George Louiech* Director
No. 548 Book 3024

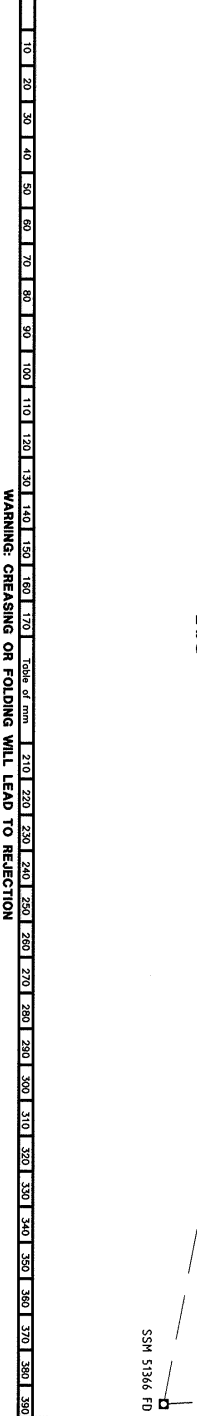
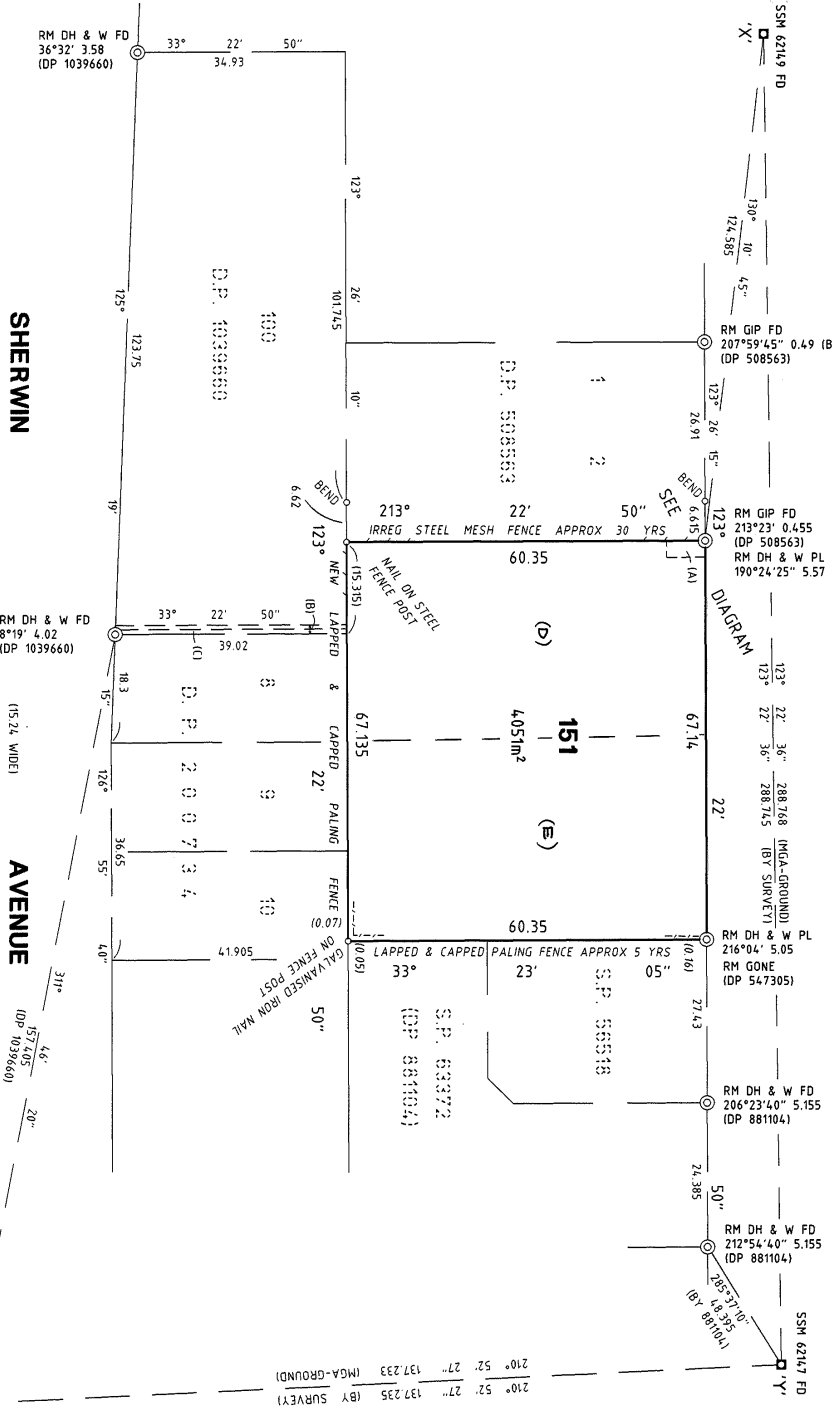


- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (B) EASEMENT TO DRAIN WATER 1.5 WIDE (7914.405 & 7914.404)
- (C) EASEMENT TO DRAIN WATER 0.8 WIDE (7787246 & 7787245)
- (D) WATER - 7787245 & 7914409
- (E) BENEFITED BY EASEMENTS TO DRAIN WATER - 7787246 & 7914404

| SURVEYORS (PRACTICE) REGULATION 2001 - CLAUSE 3(2) | | | | |
|--|-------------|---------------|-------|-------|
| MARK | EASTING | NORTHING | CLASS | ORDER |
| SSM 62149 | 316 615 826 | 6 265 707 161 | B | 2 |
| SSM 62147 | 316 656 969 | 6 265 548 298 | B | 2 |
| SSM 51366 | 316 708 547 | 6 265 430 511 | B | 0 |

COMBINED SEA LEVEL SCALE FACTOR = 1.000004
SOURCE: MGA CO-ORDINATES ADOPTED FROM LPI ON AUGUST 2002

CECIL AVENUE (20.115 WIDE)



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP1055162

Registered: 27-7-2003

Title System: TORRENS

Purpose: CONSOLIDATION

Rel. Map: U9160-84

Last Plan: DP 659697

PLAN OF CONSOLIDATION OF LOT 1 IN DP 659697 & LOT 15 DP 6760

Lengths in metres. Reduction Ratio 1: 600

Locality: CASTLE HILL

Parish: CASTLE HILL

County: CUMBERLAND

Lea: BAULKHAM HILLS

Survey (Practice) Regulation 2001

Matthew PLOMAN

H. RAUSBY & CO DX 28407 PARAMATTA

Survey registered under the Surveyors Act 1928, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 2001 and was completed on 5 MARCH 2003

The survey relates to LOT 151

(here specify the land actually surveyed or specify any land shown in the plan which is not the subject of the survey)

Survey registered under the Surveyors Act 1928

Datum Line: 'X' - 'Y'

Zone: Urban / Rural

Points used in preparation of survey/compilation:

DP 1039660 DP 508563

DP 375912

DP 659697

DP 881104

DP 200734

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:

1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

**INSTRUMENT SETTING TERMS OF EASEMENT
FOR PADMOUNT SUBSTATION
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 3 sheets)

DP1055162

Plan of Consolidation of
Lot 1 in Deposited Plan 659697 and
Lot 15 in Deposited Plan 6760

Full name and address of
Proprietor of Land

LOULACH STEEL PTY LIMITED
(A.C.N. 001 945 848)
50 Mona Street
AUBURN NSW 2144

PART I

1. Identity of Easement
firstly referred to in above
mentioned plan

EASEMENT FOR PADMOUNT
SUBSTATION 2.75 WIDE

Schedule of Lots etc affected

Lots Burdened
Lot 151

Name of Authority Benefited
Integral Energy Australia

PART II

**TERMS OF EASEMENT FOR PADMOUNT SUBSTATION FIRSTLY
REFERRED TO IN THE ABOVE MENTIONED PLAN**

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:
- (a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
 - (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation, and



**INSTRUMENT SETTING TERMS OF EASEMENT
FOR PADMOUNT SUBSTATION
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 3 sheets)

DP1055162

Plan of Consolidation of
Lot 1 in Deposited Plan 659697 and
Lot 15 in Deposited Plan 6760

-
- (c) to remove any encroachments from the easement site, and
(d) to excavate the easement site for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimize disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
- (a) will not erect or permit to be erected any structure on or over the easement site, and
 - (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted
- without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
4. **“Authority Benefited”** means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorized by it.
“Owner” means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).
“Padmounted substation” means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.
“Erect” includes construct, repair, replace, maintain, modify, use and remove.
“Easement site” means that part of the lot burdened subject to the easement.

The terms implied by s.88A (2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.



**INSTRUMENT SETTING TERMS OF EASEMENT
FOR PADMOUNT SUBSTATION
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 3 sheets)

DP1055162

Plan of Consolidation of
Lot 1 in Deposited Plan 659697 and
Lot 15 in Deposited Plan 6760

The Common Seal of
LOULACH STEEL PTY LIMITED
(A.C.N. 001 945 848) was hereunto
affixed by authority of the Board of
Directors in the presence of:



.....
Director/Secretary
George Loulach

.....
Director/Secretary
Tony Loulach.

Mortgagee under Mortgage No. ~~819859~~ 58198128
Signed at Sydney this 29th day of
MAY 2003 for National
Australia Bank Limited ABN 12 004 044 937
by Fiona Mary FERGUSON its duly
appointed Attorney under Power of Attorney
No. 549 Book 3834

.....
Manager

.....
Witness/Bank Officer

255 George Street, Sydney NSW

Kylie GRIFFITH

REGISTERED



MC 2-7-2003

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AM544747E

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

| | | | | | |
|--|--|--|--|---|-----------------------|
| (A) TORRENS TITLE | For the common property CP/SP70964 | | | | |
| (B) LODGED BY | <table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 1911</td></tr></table> | Document Collection Box 1W | Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 1911 | <table border="1"><tr><td>CODE CH</td></tr></table> | CODE CH |
| Document Collection Box 1W | Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 1911 | | | | |
| CODE CH | | | | | |

- (C) The Owners-Strata Plan No. 70964 certify that a special resolution was passed on 30/5/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. By-Law 17
Added by-law No. Special By-Law 2
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 70964 was affixed on 3 July 2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1702

ANNEXURE "A"

Consolidated By-Laws - Strata Plan No. 70964

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

The Common Seal of the Owners - Strata Plan No. 70964
was affixed on the 3 day of July 2017 in the presence of

Signature:

Name: Anthony Votano

being the person authorised by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal.



5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other

device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

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

11 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 Change in use of lot to be notified

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

18 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

SPECIAL BY-LAW 1

THAT the Owners Corporation specially resolve pursuant to Section 47 of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:-

- (a) An owner or occupier of a lot must not install or keep any timber flooring (whether fixed or floating) or flooring of tiles, marble, limestone, concrete, granite or other hard or rigid material ("hard flooring"), unless such flooring was present in the lot as at the date of registration of the strata plan.
- (b) Where an area of a lot is carpeted, it can only be replaced with a carpet and underlay of at least the same type, quality and thickness of the previous carpet and underlay. If no underlay previously existed, then underlay must be installed when any carpet is replaced.
- (c) Where an area of a lot has hard flooring that was present as at the date of registration of the strata plan, or such hard flooring has been replaced with hard flooring prior to the registration of this by-law, the owner or occupier of the lot must install underlay to the satisfaction of a majority of the Executive Committee in the event the hard flooring is replaced following registration of this by-law.
- (d) Clauses (a) to (c) do not apply to the floor of a kitchen, bathroom, laundry or balcony.
- (e) The owner or occupier must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this by-law, including legal expenses.

SPECIAL BY-LAW 2

APPEARANCE OF LOT

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
5. "Internal window coverings" means vertical blinds including vertical blinds, roller blinds, Roman blinds, shutters, and all other types of internal window coverings.

B. CONDITIONS

1. The Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.
2. The Owner or Occupier of a Lot must not install internal window coverings that are visible from outside the Lot unless those internal window coverings are in keeping with the rest of the building in the reasonable opinion of the Strata Committee. Blinds are to be of a vertical design and in a cream/beige pallet. Curtains may be sheer or have a backing –either must be of a cream/beige pallet. All window coverings must present a uniform appearance when viewed from outside the building.
3. The Owner or Occupier of as Lot must not install, renovate and/or replace any internal window coverings without prior written approval of the Strata Committee, which shall not be unreasonably withheld if the proposed internal window coverings comply with clause 2 above or are a replacement with like for like of internal window coverings that comply with clause 2.

4. In the event that the Strata Committee determines that the internal window coverings in a Lot are not consistent with the colour and style of the building when viewed from the outside the Lot, the Strata Committee shall give the Lot Owner or Occupier written notice of the same and the Owner or Occupier must remove and/or replace the offending internal window coverings within 21 days of that notice being given.
5. In the event that a Lot Owner or Occupier wishes to obtain the approval of the Strata Committee prior to installing new internal window coverings, the Owner or Occupier shall make a written application to the Strata Committee providing all relevant details concerning the colour, style, make and method of installation of the proposed internal window coverings and the Strata Committee shall not unreasonably withhold its written approval provided the proposed internal window coverings comply with clause 2 above and are otherwise in keeping with the rest of the building and with internal window coverings that have been approved for installation in other Lots.

*The Common Seal of the Owners - Strata Plan No. 70964
was affixed on the 3 day of July 2017 in the presence of*

Signature:.....

Name: Anthony Uotano.....

*being the person authorised by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal.*





PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **109007**
Reference: 170450 SAUNDERS:180286
Issue Date: 10 November 2020
Receipt No: 6418607
Fee Paid: \$ 53.00

ADDRESS: Ground 8/57-63 Cecil Avenue, CASTLE HILL NSW 2154
DESCRIPTION: Lot 8 SP 70964

The land is zoned:
Zone R4 High Density Residential

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

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

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

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

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

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas
 SEPP No.21 - Caravan Parks
 SEPP No.33 - Hazardous And Offensive Development
 SEPP No.50 - Canal Estate Development
 SEPP No.55 - Remediation Of Land
 SEPP No.64 - Advertising And Signage
 SEPP No.65 - Design Quality Of Residential Apartment Development
 SEPP No.70 - Affordable Housing (Revised Schemes)
 SEPP (Building Sustainability Index: Basix) 2004
 SEPP (State Significant Precincts) 2005
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007
 SEPP (Miscellaneous Consent Provisions) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011

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

Sydney Regional Environmental Plan No. 9 Extractive Industry (No.2 - 1995)
 Sydney Regional Environmental Plan No. 20 Hawkesbury – Nepean River
 (No.2 – 1997)

The following SEPP's may apply to the land. Please refer to '**Land to which Policy applies**' for each individual SEPP.

SEPP (Housing For Seniors Or People With A Disability) 2004

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the

proposed instrument has been deferred indefinitely or has not been approved).

(A) **Draft Local Environmental Plans**

Draft The Hills Local Environmental Plan 2020 applies to this land.

Refer Attachment 1(2)(A)

(B) **Proposed Local Environmental Plans**

Proposed The Hills Local Environmental Plan 2019 (Amendment No.) applies to this land.

Refer Attachment 1(2)(B)

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

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

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

The Hills Development Control Plan 2012

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

2. Zoning and land use under relevant LEPs

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

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

Zone R4 High Density Residential

Draft The Hills Local Environmental Plan 2020 applies to the land and identifies the land to be:

Zone R4 High Density Residential

Refer Attachment 1(2)(A) and 2(B)(1)

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

**Refer Attachment 2(B)
and 2(B)(1)**

Also refer to the applicable instrument for provisions
regarding Exempt Development

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

**Refer Attachment 2(B)
and 2(B)(1)**

Also refer to the applicable instrument for provisions
regarding Complying Development

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

**Refer Attachment 2(B)
and 2(B)(1)**

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

The Hills Local Environmental Plan 2019?

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.

Draft The Hills Local Environmental Plan 2020?

YES

Clause 4.1B of Draft The Hills Local Environmental Plan 2020 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 other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Draft The Hills Local Environmental Plan 2020?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Draft The Hills Local Environmental Plan 2020?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Draft The Hills Local Environmental Plan 2020?

NO

Any other Planning Proposal?

NO

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

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

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

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

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

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

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. Complying Development

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

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

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

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

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

The Hills Local Environmental Plan 2019 - www.thehills.nsw.gov.au
State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) – <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area>

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

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

NO

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

5. Mine subsidence

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

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

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

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

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

(i) Landslip

- a) By The Hills Local Environmental Plan 2019 zoning?

NO

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

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

NO

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

- c) By The Hills Development Control Plan 2012 provision?

NO

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

(ii) Bushfire

YES

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

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2018'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

(iii) Tidal inundation

NO

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls?

NO

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

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls?

NO

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

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The Hills Local Environmental Plan 2019?

NO

Draft The Hills Local Environmental Plan 2020?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

THE HILLS SECTION 7.12

9A. Biodiversity certified land

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

NO

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

10. Biodiversity stewardship sites

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

NO

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

10A. Native vegetation clearing set asides

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

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

NO

12. Property vegetation plans

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

NO

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

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

NO

14. Directions under Part 3A

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

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

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

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

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land?

NO

18. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

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

20. Loose-fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that is listed on the Loose-Fill Asbestos Insulation Register that is required to be maintained under that Division?

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

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

21. Affected building notices and building product rectification orders

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

NO

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

NO

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

NO

(3) In this clause:

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

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

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

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

NO

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

NO

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

NO

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

NO

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

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

ATTACHMENT 1(2)(A)**DRAFT THE HILLS LOCAL ENVIRONMENTAL PLAN 2020**

A planning proposal to amend Local Environmental Plan 2019 applies to the majority of land in The Hills Shire, with the exception of the North West Region Growth Centres (Box Hill and North Kellyville).

The objective of the planning proposal is to update the planning framework and reset the basis for decisions surrounding land use planning. It seeks to give effect to Council's new Local Strategic Planning Statement: The Hills Future 2036 and the State Government's Central City District Plan. Together, these strategic plans establish planning priorities and actions to guide growth and development.

Further Planning Proposal information is available:

- Council's website www.thehills.nsw.gov.au/LEP2020

Delegation for making of the draft Local Environmental Plan has not been issued to Council, therefore at the conclusion of the exhibition period and after consideration of any submissions received, Council will make a recommendation to the Department of Planning, Industry & Environment who will be responsible for finalising the proposal.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can also be viewed on Council's website www.thehills.nsw.gov.au under the 'Building & Planning' tab, then 'Application Tracking'.

ATTACHMENT 1(2)(B)**PLANNING PROPOSALS TO INTRODUCE EXEMPT DEVELOPMENT CRITERIA FOR ADVERTISING ON COUNCIL OWNED INFRASTRUCTURE (1/2020/PLP & 2/2020/PLP)**

On 13 August 2019, Council resolved to initiate two planning proposals to amend The Hills Local Environmental Plan 2019 (1/2020/PLP) and State Environmental Planning Policy (Sydney Region Growth Centres) 2006 as it relates to the North Kellyville and Box Hill Release Areas (2/2020/PLP) to include exempt development criteria for advertising undertaken by or on behalf of Council on bus shelters, seats, street signs and bridges.

The proposed amendments seek to establish a clear administrative pathway for the provision of advertising on 'road related infrastructure' by Council and clarify the permissibility and approval pathway for this form of advertising through Council's LEP and the Growth Centres SEPP.

The proposed exempt development criteria would control the location, scale and design of small scale advertising on structures such as bus shelters, seats and street signs to ensure they are of minimal environmental impact. It would also require signage on bridges to comply with the provisions of the State Government's Transport Corridor Outdoor Advertising Signage Guidelines.

Gateway Determinations have been issued by the Department of Planning, Industry and Environment for both planning proposals. Delegation for making of the amendments has been issued to Council under the Gateway Determinations.

For further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building' menu bar, then 'Application Tracking'.

ATTACHMENT 1(2)(B)**PLANNING CHANGES TO FACILITATE TRANSITIONAL GROUP HOMES (2/2018/PLP)**

A planning proposal has been prepared to amend The Hills Local Environmental Plan 2019 to provide a floor space bonus for the delivery of Transitional Group Homes within the Hills Shire.

Transitional housing provides safe and temporary accommodation for vulnerable members of the community, including women and children experiencing homelessness and/or domestic violence.

The planning proposal will be applicable to certain higher density development within the R1 General Residential, R4 High Density Residential and B4 Mixed Use zones. It will incorporate a floor space cap which will ensure that the additional yield will be moderate and will not unreasonably impact on surrounding residents.

A draft Voluntary Planning Agreement template has been prepared to secure an agreement between Council, the developer and the chosen service provider, to ensure the Transitional Group Home dwellings will be adequately operated and managed. In addition, a draft Development Control Plan has been prepared to guide developers on matters such as the intent of the incentive, design techniques and the operation and management of the transitional group homes.

Delegation for making the plan has not been issued to Council under the Gateway Determination.

Further details on the proposed amendments can be found in the exhibition material available on Council's website or for further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building & Planning' tab, then 'Application Tracking'.

ATTACHMENT 1(2)(B)

Planning Proposal - Draft Amendments to Small Lot Housing Provisions (Clause 4.1B of The Hills Local Environmental Plan 2019) applying to the R3 Medium Density Residential Zone and R4 High Density Residential Zone (13/2018/PLP)

Council has received a Gateway Determination to proceed with a planning proposal affecting all R3 Medium Density Residential and R4 High Density Residential land within the Hills Shire (excluding North Kellyville and Box Hill Growth Centre Precincts). The planning proposal seeks to amend Clause 4.1B 'Exceptions to minimum lot sizes for certain residential development' of The Hills Local Environmental Plan 2019 as follows:

- Introduce a minimum parent lot size of 1,800 square metres for development under Clause 4.1B (this is the minimum site area that would be required to undertake a small lot housing or terrace development under Clause 4.1B);
- Introduce a new subclause allowing flexibility in certain instances where lots are not able to meet the parent lot size; and
- Introduce a new minimum lot size of 180 square metres for lots resulting from subdivision for terraces, where rear lane access is provided.

The amendments seek to ensure that 'small lot housing' development sites are of a sufficient size to enable high quality urban design outcomes and incentivise the implementation of rear lane access to improve streetscape and public domain outcomes.

Currently, there is no Development Control Plan which guides development outcomes for small lot housing under Clause 4.1B, except where controls are included within individual site-specific Development Control Plans. In association with the planning proposal, the following draft Development Control Plans have been prepared to guide future small lot housing and terrace-style developments:

- Part F Small Lot Housing (Integrated Housing); and
- Part G Medium Density Residential (Terraces).

While the planning proposal and draft Development Control Plans relate to a form of 'medium density housing', it is noted that this proposal is unrelated to the NSW Government's Low Rise Medium Density Housing Code.

Delegation for making of the amendment has not been issued to Council under the Gateway Determination.

Further details on the proposed amendments can be found in the exhibition material available on Council's website or for further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building & Planning' tab, then 'Application Tracking'.

ATTACHMENT 2(B)**Zone R4 High Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage high 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; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; 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; Exhibition villages; 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; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; 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; Tank-based aquaculture; 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.

ATTACHMENT 2(B)(1)

Draft The Hills Local Environmental Plan 2020 applied to the land and identifies the land to be:

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage high 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; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; 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; Exhibition villages; 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; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; 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; Tank-based aquaculture; 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

Copy of Diagram No. 870686



SEWERAGE SERVICE DIAGRAM
MUNICIPALITY OF BAULKHAM HILLS
SUBURB OF CASTLE HILL

M.W.S. & D.B.

Scale: Approx. 1:500

Distances/depths in metres pipe diametres in millimetres

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline and type occur from amendments to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

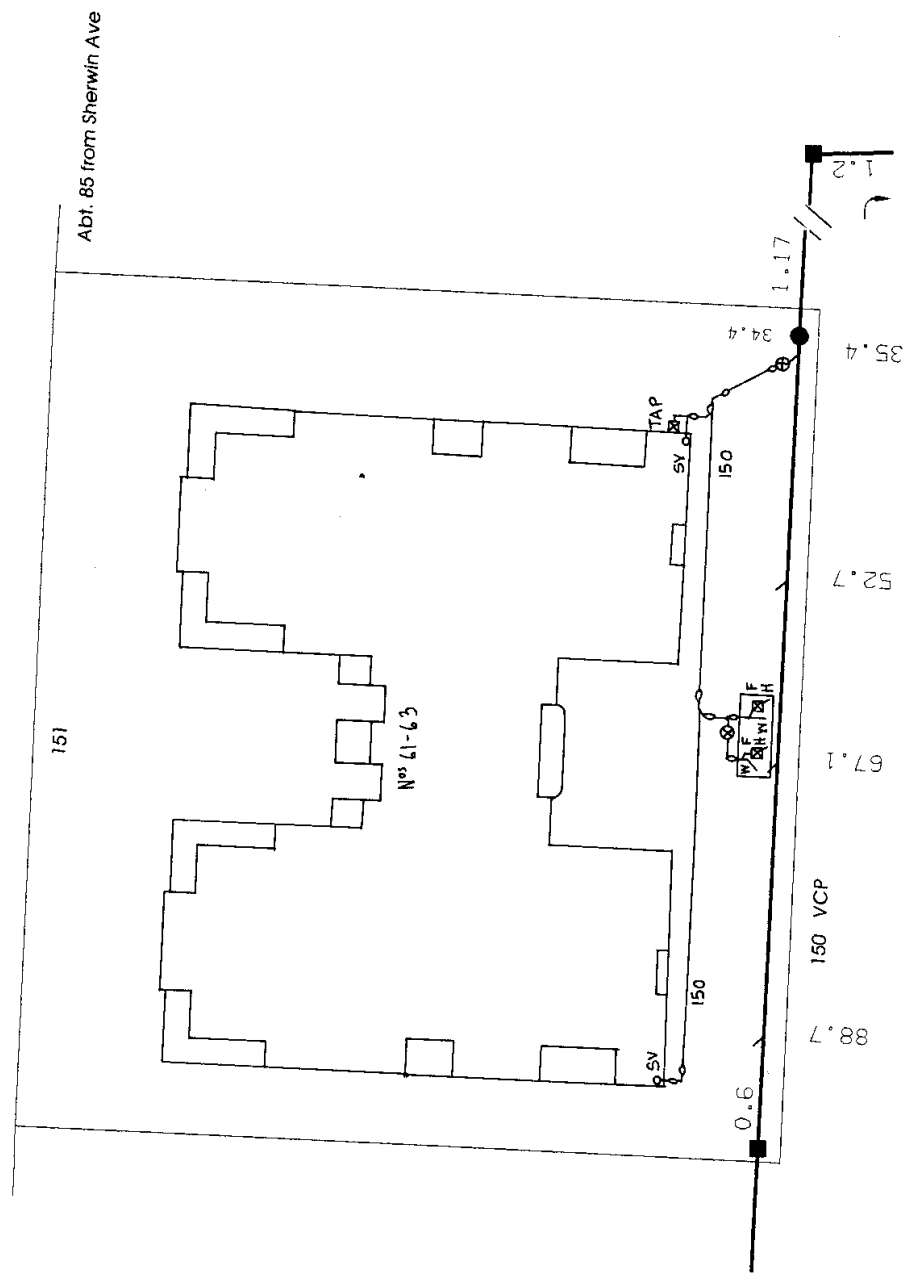
NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).

SYMBOLS AND ABBREVIATIONS

- INDICATES - DRAINAGE FITTINGS**
- Manhole
 - Chamber
 - Lamphole
 - Boundary Trap
 - Inspection Shaft
 - Pit
 - Grease Interceptor
 - Gully
- INDICATES - PLUMBING FIXTURES & OR FITTINGS**
- CO Clear Out
 - O V Vent Pipe
 - T Tubes
 - K Kitchen Sink
 - W Water Closet
 - B Bath Waste
 - H Handbasin
 - SV Soil Vent Pipe
 - OW Dishwasher
 - F Floor Waste
 - M Washing Machine
 - AS Bar Sink
 - LS Lab Sink
 - O WS Waste Stack
- SYMBOLS AND ABBREVIATIONS**
- Chr. Check
 - L.H. Left Hand
 - P Pit
 - R Reflux Valve
 - C Cleaning Eye
 - O Vert. Vertical Pipe
 - IP Induct Pipe
 - MF Mid Flap
 - Jn. Junction
 - RP Rodding Point

Copy of Diagram No. 870686

CECIL AVENUE



| | | |
|-------------------------------|----------------------|----|
| Tracing Checked by | | |
| PLUMBING Inspected | YES | NO |
| Inspector | | |
| Cert. Of Compliance No. | | |
| Date of Issue | | |
| Outfall | Drain | |
| W.s | Ur.s | |
| W.No. | Gaz. on | |
| Boundary Trap is not required | | |
| Sewer Ref. Sheet | | |
| No. | For Regional Manager | |

