

# Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>McGrath Castle Hill</b> 11/1 Terminus St, Castle Hill NSW 2154; Email: <a href="mailto:LeahJenkins@mcgrath.com.au">LeahJenkins@mcgrath.com.au</a>	phone +61 418311087 Ref Leah Jenkins
co-agent	Not Applicable	
vendor	<b>Peng Hong Khoo &amp; Doreen Phiak Leng Khoo</b>	
vendor's solicitor	<b>McCabes</b> Level 38, 25 Martin Place, Sydney NSW 2000 GPO Box 5406, Sydney NSW 2001 DX 919 Sydney NSW Email: Penny.Cable@mccabes.com.au	phone 02 9265 3233 fax 02 9261 2336 ref PLC:152767
date of completion	<b>42<sup>nd</sup> day</b> after the contract date (clause 15)	
Land (address, plan details and title reference)	<b>17 Lockhart Avenue, Castle Hill</b> Registered Plan: Lot 112 DP 252652 <b>Folio Identifier: 112/252652</b> <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: refer to "Schedule of Documents" <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"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
Exclusions				
purchaser				
purchaser's			phone	
<input type="checkbox"/> solicitor			fax	
<input type="checkbox"/> conveyancer			ref	
price				
deposit				(10% of the price, unless otherwise stated)
balance				
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser  JOINT TENANTS  
 tenants in common  in unequal shares

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

buyer's agent

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

**SIGNING PAGE**

<p><b>VENDOR</b></p> <p>Signed by _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p><b>PURCHASER</b></p> <p>Signed by _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>						
	<p><b>PURCHASER (COMPANY)</b></p> <p>Signed _____ by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">                 _____                  Signature of authorised person             </td> <td style="width: 50%; padding: 5px;">                 _____                  Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; padding: 5px;">                 _____                  Name of authorised person             </td> <td style="width: 50%; padding: 5px;">                 _____                  Name of authorised person             </td> </tr> <tr> <td style="width: 50%; padding: 5px;">                 _____                  Office held             </td> <td style="width: 50%; padding: 5px;">                 _____                  Office held             </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
_____ Signature of authorised person	_____ Signature of authorised person						
_____ Name of authorised person	_____ Name of authorised person						
_____ Office held	_____ Office held						

**Choices**

Vendor agrees to accept a **deposit bond**  NO  yes

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

**Manual transaction** (clause 30)  NO  yes  
 (if yes, vendor must provide further details, including any applicable exception, in the space below):

Parties agree that the deposit be invested (clause 2.9)  NO  yes

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an **GSTRW payment**:  NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

Amount purchaser must pay – price multiplied by the <b>GSTRW rate</b> (residential withholding rate):	\$
Amount must be paid:	<input type="checkbox"/> AT COMPLETION <input type="checkbox"/> at another time (specify):
Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> NO <input type="checkbox"/> 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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60 Other:</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

Not applicable.

## Cooling-off certificate

I, \_\_\_\_\_

of \_\_\_\_\_

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

- (a) I am a Solicitor/Barrister currently admitted/licensed 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 **17 Lockhart Avenue, Castle Hill** from **Peng Hong Khoo & Doreen Phiak Leng Khoo** as vendors to

\_\_\_\_\_

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

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor/barrister/licensed conveyancer acting for the vendor nor am I a member or employee of a firm of which a solicitor/barrister/licensed conveyancer 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:

**Execution as a deed by guarantor**

**SIGNED SEALED & DELIVERED** by

\_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness

**SIGNED SEALED & DELIVERED** by

\_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

## WARNINGS

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

17 LOCKHART AVE CASTLE HILL NSW 2154

**Additional clauses forming part of this contract for the sale and purchase of 17 Lockhart Avenue,  
Castle Hill NSW 2154**

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**33. Standard Form Contract**

**33.1 Amendments to standard form contract**

The following printed clauses are amended as follows:

- (a) **clause 1.1:** insert the following additional definition:

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

- (b) **clause 2.9:** delete the clause and insert the following new clause:

(i) replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and

(ii) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

- (c) **clause 4.2.1:**

(i) delete the words 'each party' and replace with the words 'the party who serves a notice under clause 4.1.2';

(ii) in the first bullet point, delete the words 'bear equally any' and replace with the words 'pay the other *party's*'; and

(iii) in the second bullet point, replace the words 'that *party's*' with the word 'its';

- (d) **clause 4.14:** insert words 'except that the purchaser must give the vendor's solicitor before completion the order on the agent releasing the deposit, to be held in escrow until completion' to the end of the clause;

- (e) **clause 5.1:** insert the words 'and they are the only form of requisitions the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

- (f) **clause 7.1.1:** replace '5%' with '1%';

- (g) **clause 7.2.4:** delete the words 'and the costs of the purchaser';

- (h) **clause 8.1.1:** delete the words 'on reasonable grounds';

- (i) **clause 8.1.2:** delete the words from 'that' to 'grounds' inclusive;

- (j) **clause 9.1:** add the following words at the end of the clause:

'and the purchaser authorises the depositholder to release the deposit to the vendor without any further authorisation being required to be given to the depositholder and the depositholder is authorised to release the deposit to the vendor without any further authorisation being required'.;

- (k) **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';

- (l) **clause 10:** insert the following additional clause:

'10.4 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

(m) **clause 10.1.10:** is inserted to read as follows:

"any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise".

(n) **clause 12:** insert the following at the end of the clause:

'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.';

(o) **clause 14.4.2:** replace the clause with:

'by adjusting the amount of land tax on the basis of the average land value (with no threshold) for the year as shown on the assessment issued to the vendor by the relevant authority'.

(p) **clause 14.8:** delete the clause;

(q) **clause 16:** insert the following additional clause:

'16.1A Where the *property* includes personal property subject to a security interest:

- (i) 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);
- (ii) 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
- (iii) 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.';

(r) **clause 16.4:** replace 'If' with 'If at least 7 days before the date for completion';

(s) **clause 19:** insert the following additional 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 2022* (NSW) is the remedy prescribed by that regulation.';

(t) **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause;

(u) **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' at the end of the clause;

~~(v) **clause 23.5.1:** insert the words 'which includes special levies payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;~~

~~(w) **clause 23.6:** clauses 23.6.1 and 23.6.2 are replaced with the words 'and is not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';~~

~~(x) **clause 23.9.3:** delete the words 'or before completion';~~

~~(y) **clause 23.13:** replace the clause with the following: 'the vendor is not required to give the purchaser an information certificate';~~

~~(z) **clause 23.14:** delete the clause;~~

~~(aa) **clause 23.17.2:** delete the clause;~~

- (bb) ~~clause 24.1: after the word 'for', insert the words 'rent, local council rates and charges, water sewerage and drainage service and usage charges, land tax, insurance, strata levies and contributions (of whatsoever nature determined and/or levied by the owners corporation) and all other periodic outgoings (Tenancy Payments)';~~
- (cc) ~~clause 24.1.1: delete the word 'paid' and replace with the words 'unpaid and the purchaser must pay to the vendor as an adjustment on completion any amount of Tenancy Payments outstanding by the tenant';~~
- (dd) ~~clause 24.1.2: replace the clause with the words 'the vendor assigns the debt to the purchaser on completion and the purchaser is entitled to recover from the tenant any Tenancy Payments which are due for the period up to and including the adjustment date. The vendor must pay to the purchaser within 7 days of receipt any Tenancy Payments received from the tenant which relate to any period after completion and any period before completion where the amount received has been allowed or paid by the purchaser in favour of the vendor';~~
- (ee) **clause 25:** delete the clause;
- (ff) **clauses 28 and 29:** delete the clauses;
- (gg) **clause 30.7:** delete all words from 'but' to the end of the clause;
- (hh) **clause 30.11:** delete the clause;
- (ii) **clause 30.12.2:** replace the clause with:  
  
'provide the *settlement cheque* to the vendor on completion.'

### 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.

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## 34. Notice to Complete

### 34.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

- (a) at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice);
- (b) specify a time of day between 11am and 4pm as the time for completion; and
- (c) require completion at the completion address in accordance with the contract or if this *Conveyancing Transaction* is being conducted as an electronic transaction, require completion take place in the *Electronic Workspace*.

Words and phrases used in this clause (italicised and in Title Case, such as *Conveyancing Transaction* and *Electronic Workspace*) have the same meaning which they have in clause 30 of the contract.

### 34.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

### 34.3 Preservation of rights

The party serving a notice to complete reserves the right to:

- (a) withdraw the notice; and
- (b) issue further notices to complete.

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## **35. Delay Interest**

### **35.1 Payment of interest**

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

- (a) at the rate of 8% per annum; and
- (b) on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending 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 date for completion.

### **35.4 Costs of delay**

The purchaser must as an essential term of this contract pay the vendor's legal costs and disbursements on an indemnity basis for any additional work arising from the purchaser's failure to complete this contract on or before the date for completion including:

- (a) the issue of a notice to complete: \$540 plus GST; and
- (b) each delayed settlement: \$250 plus GST.

---

## **36. Real Estate Agent**

### **36.1 Warranties and indemnity**

The purchaser represents and warrants that:

- (a) the purchaser has not been introduced to the property or the vendor through or by any agent other than the real estate agent referred to on the front page of this contract;
- (b) The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of the warranties given under this clause 36. The vendor's rights under this clause continue after completion.

---

## **37. Present Condition**

Subject to Section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2022* (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 cannot take any *restricted action* in respect of:

- (a) the condition, state of repair, dilapidation or infestation (if any) of the property;
- (b) any latent or patent defect in the property;
- (c) any environmental hazard or contamination;

- (d) the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (**Services**) or defects in the Services;
- (e) whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;
- (f) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- (g) any rainwater downpipe being connected to the sewer;
- (h) any failure to comply with the *Swimming Pools Act 1992* (NSW); or
- (i) 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.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

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## **38. Purchaser's Warranties**

### **38.1 Purchaser's warranties**

The purchaser represents and warrants that:

- (a) 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);
- (b) the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- (c) 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.

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## **39. Insolvency etc of Purchaser**

### **39.1 Purchaser company**

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

- (a) resolve to enter into liquidation or provisional liquidation;
- (b) have a summons presented for its winding-up;
- (c) enter into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Act 2001 (*Cth*); or
- (d) 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.

## 39.2 Purchaser individual

If the purchaser is an individual, should the purchaser (or any one of them if there be more than one purchaser) prior to completion become bankrupt, 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 rescind this contract by serving a notice and the provisions of clause 19 will apply.

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## 40. No Survey

### 40.1 Survey Report

- (a) The purchaser acknowledges that the subject property is sold without an identification survey report.
- (b) The purchaser warrants to the vendor that it has fully satisfied itself in relation to the matters disclosed in or arising from or in connection with the property boundaries and this clause.

### 40.2 No restricted action

The purchaser must take no *restricted action* in respect of the matters disclosed in or arising from or in connection with this clause.

### 40.3 No merger

This clause does not merge on completion.

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## 41. No Building Certificate

- (a) The purchaser acknowledges that the subject property is sold without a building certificate issued by council.
  - (b) The purchaser warrants to the vendor that it has fully satisfied itself in relation to the matters disclosed in or arising from or in connection with the property and this clause.
  - (c) The purchaser must not take any *restricted action* in respect of the matters disclosed in or arising from or in connection with this clause.
  - (d) This clause does not merge on completion.
- 

## 42. Walk in walk out basis

- (a) The purchaser is to inspect the property including the fittings, fixtures, chattels, and inclusions and accepts the property on a walk in walk out basis whatever condition those fixtures, fittings, chattels, inclusions, and improvements are in as at the date of the contract.
  - (b) The vendor has not made and does not make any representation or warranty as to the state of repair or condition of the fixtures, chattels, fittings, and inclusions.
  - (c) The vendor need not give formal delivery of inclusions nor is the vendor responsible for any loss or damage, mechanical breakdown, or reasonable wear and tear occurring after the date of this contract.
- 

## 43. Pest & Building Inspection Report

### 43.1 Pest & Building Report

The purchaser acknowledges and agrees that:

- (a) the vendor recommends that the purchaser obtain, at the purchaser's cost, a pest inspection report and building inspection report in respect of the property (**Pest & Building Report**); and
- (b) the purchaser must satisfy itself fully as to any matters affecting the condition of the property prior to the exchange of contracts.

## 43.2 Purchaser warranty

The purchaser warrants to the vendor that it has either:

- (a) obtained and reviewed a Pest & Building Report; or
- (b) declined the opportunity to obtain and review a Pest & Building Report, and
- (c) has fully satisfied itself as to any matters affecting the property the nature of which would be disclosed in a Pest & Building Report, and the purchaser acknowledges that the vendor is entering this contract in reliance on the purchaser's warranty under this clause.

## 43.3 Pest & Building Report made available

If a Pest & Building Report (or a pest or building inspection report) has been made available to the purchaser prior to exchange of contracts, the purchaser acknowledges and agrees that:

- (a) such Pest & Building Report has been made available for information purposes only, and the purchaser must fully satisfy itself as to the matters disclosed therein and to the purchaser's ability to rely upon such Pest & Building Report;
- (b) the vendor makes no warranty or representation as to the accuracy or completeness of that Pest & Building Report; and
- (c) it has fully satisfied itself as to any matters affecting the property disclosed in or arising from or in connection with the Pest & Building Report prior to entering into this contract.

## 43.4 No restricted action

The purchaser shall not take any *restricted action* as a result of any matter disclosed in or arising from or in connection with this clause.

## 43.5 No merger

The provisions of this clause do not merge on completion.

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## 44. Electronic Execution

### 44.1 Exchange on electronically executed counterparts

- (a) The parties acknowledge and agree that this contract may be validly formed by either exchanging contracts on scanned copies of wet-ink signatures or electronically executing the contract via the DocuSign platform. The parties authorise the vendor's solicitor or vendor's agent to insert the date of this contract by hand or electronic means when the contract is exchanged.
- (b) The parties must do all steps necessary to comply with the requirements of the *Electronic Transactions Act 2000* (NSW), any other relevant law relating to electronic execution of contracts, and any terms or conditions of use of DocuSign.
- (c) Unless required by law, if a party executes the contract electronically in accordance with this clause, that party will not be required to provide the other party with an original counterpart of the contract.
- (d) For the avoidance of doubt, on exchange of contracts under this clause, each counterpart duly executed shall form the entire contract.
- (e) In this contract, "**DocuSign**" means the platform for electronic signatures located at the URL <https://www.docuSign.com.au/>.

### 44.2 No merger

This clause does not merge on completion.

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## **45. Conditions of Sale by Auction**

### **45.1 Conditions of sale by auction**

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (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 bidding on the bidder's own behalf 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.

### **45.2 Conditions for sale of residential property**

- (a) The following conditions, in addition to those prescribed by clause 45.1 are prescribed as applicable to and in respect of the sale by auction of residential property:
- (b) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (c) Subject to clause 45.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property and no other vendor bid may be made by the auctioneer or any other person.
- (d) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

### **45.3 Conditions of sale of co-owned property or sale by executor or administrator**

The following conditions, in addition to those prescribed by clauses 45.1 and 45.2, 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 the 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.

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## **46. Guarantee**

### **46.1 Application**

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.

### **46.2 Meaning**

The word guarantor means each director of the purchaser as at the date of this contract.

### **46.3 Right to Terminate**

If each director of the purchaser has not signed this contract as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date or give to the purchaser a deed on the same terms as this clause 46 (**Deed**) and the purchaser must cause each director of the purchaser to sign the Deed and return the signed Deed to the vendor's solicitor within 7 days of receiving it and this time is essential. The vendor may terminate this contract by serving a notice if the purchaser fails to return the signed Deed to the vendor's solicitors within 7 days of the date the vendor gives the purchaser the Deed.

### **46.4 Consideration**

In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

- (a) payment of all money payable by the purchaser under this contract; and
- (b) the performance of all of the purchaser's other obligations under this contract.

### **46.5 Guarantor Indemnity etc**

The guarantor:

- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- (b) must pay on demand any money due to the vendor under this indemnity.

### **46.6 Joint and Separate Liability**

The guarantor is jointly and separately liable with the purchaser to the vendor for:

- (a) the performance by the purchaser of its obligations under this contract; and
- (b) 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.

### **46.7 Exercise of Rights**

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.

### **46.8 Vendor Assignment**

If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

### **46.9 Guarantors Obligations Not Released**

The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;

- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- (d) 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;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

#### **46.10 Binding Deed on Execution**

The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

#### **46.11 Executors, Administrators and Assigns**

This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

#### **46.12 Operation as Deed**

This clause operates as a deed between the vendor and the guarantor.

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### **47. Sewer Diagrams**

#### **47.1 Diagrams**

- (a) Annexed to the contract are copies of the sewer infrastructure location diagram and sewer service diagram from Sydney Water in relation to the subject property (**Diagrams**).
- (b) The vendor discloses and the purchaser acknowledges being aware of such Diagrams.
- (c) The vendor specifically discloses, and the purchaser acknowledges, that:
  - (i) The sewer connection line benefitting the subject property traverses the adjacent land known as 173 Sutherland Street Paddington, NSW 2021, for which no easement or other right or interest has been recorded for the benefit of the registered proprietor of the subject property; and
  - (ii) The sewer connection line benefitting the adjacent land known as 177 Sutherland Street Paddington, NSW 2021, traverses the the subject property and no easement or other right or interest has been recorded to burden the subject property for the benefit of the registered proprietor of 177 Sutherland Street Paddington, NSW 2021.
- (d) The purchaser acknowledges and agrees that it will not require the vendor to regularise any arrangements with regards to the sewer connection line and the matters disclosed in subclause (b), and the purchaser accepts the property subject to the disclosures in this clause.

#### **47.2 No restricted action**

The purchaser must not take any *restricted action* or make any requisition, Claim, rescind or terminate this contract or delay completion in relation to any matter disclosed in or arising from or in connection with the Diagrams and this clause.

#### **47.3 No merger**

This clause does not merge on completion.

---

## **48. Planning Certificate**

### **48.1 Acknowledgement**

- (a) The vendor discloses and the purchaser acknowledges the matters disclosed in the Section 10.7(2) and (5) certificates issued from The Hills Shire Council dated 6 January 2025 (**Planning Certificate**) annexed to the contract.
- (b) The purchaser acknowledges that it has made and relied upon its own enquiries with respect to the notations listed on the Planning Certificate.

### **48.2 No restricted action**

The purchaser must not take any *restricted action* or make any requisition, Claim, rescind or terminate this contract or delay completion in relation to any matter disclosed in or arising from or in connection with the Planning Certificate and this clause.

### **48.3 No merger**

This clause does not merge on completion.

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## **49. GST – residential premises**

### **49.1 Acknowledgement**

- (a) The purchaser acknowledges that the property has been occupied as a residence and it is residential premises under the GST Act.
- (b) The purchaser agrees, on and after completion, to use the property predominantly or residential accommodation.

### **49.2 Liability**

If the vendor becomes liable for GST because of the purchaser's failure to comply with clause 49.1(b):

- (a) the purchaser must pay the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST including any additional penalty and interest; and
- (b) the vendor must deliver to the purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

### **49.3 No merger**

This clause does not merge on completion.

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## **50. Air Conditioning Units**

### **50.1 Acknowledgement**

- (a) The vendor discloses and the Purchaser acknowledges that the 6 air conditioning units are not operatable at present. The vendor will not be required to repair, replace, or make the air conditioning units operatable or in good working order.

### **50.2 No Restricted Action**

- (a) The purchaser must not take any *restricted action* or make any requisition, Claim, rescind or terminate this contract or delay completion in relation to any matter disclosed in or arising from or in connection with the air conditioning units and this clause.

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## **51. Payment of deposit by instalments**

**51.1** Notwithstanding the provisions of clause 2 of this contract, only if the parties agree that the deposit shall be paid by instalments as follows:

- (a) the first instalment in an amount of 5% of the purchase price on the contract date; and
- (b) the second instalment in an amount of 5% of the purchase price which is due and payable on the earlier of:
  - (i) completion; or
  - (ii) no later than 5:00pm on the next business day after the date of expiry of a notice to complete issued under this contract or the purchaser does not comply with this contract in an essential respect.

**51.2** The purchaser acknowledges and agrees that the vendor has, at the request of the purchaser, agreed to accept the payment of a deposit by instalments in accordance with this clause and that the deposit under this contract remains 10% of the purchase price as an earnest for the purchaser's performance of its obligations under this contract.

**51.3** If:

- (a) The purchaser defaults in observance of any obligation herein which is essential or the performance of which has become essential;
- (b) The instalment or instalments of the deposit paid by the purchaser are less than 10% of the purchase price; and
- (c) The vendor terminates this contract or the purchaser does not rescind this contract in accord with section 66S of the *Conveyancing Act 1919* (NSW),

then the vendor shall be entitled to recover from the purchase an amount equal to 10% of the purchase price as a deposit, less any instalments of the deposit paid.

**51.4** All interest earned on the deposit monies (if any) is to be paid to the vendor upon completion or termination of this contract.

**51.5** This clause shall not merge on completion.

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## **Schedule of Documents**

Annexure "A" Title Documents

Annexure "B" Section 10.7(2) and 10.7(5) Certificate (*Environmental Planning and Assessment Act 1979* (NSW))

Annexure "C" Sewerage Infrastructure Location Diagram (service location diagram)

Annexure "D" Sewer Lines Location Diagram (sewerage service diagram)

**Annexure "A" Title Documents**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 112/252652  
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SEARCH DATE	TIME	EDITION NO	DATE
12/12/2024	2:26 PM	3	27/6/2000

LAND  
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LOT 112 IN DEPOSITED PLAN 252652  
AT CASTLE HILL  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP252652

FIRST SCHEDULE  
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PENG HONG KHOO  
DOREEN PHIAK LENG KHOO  
AS JOINT TENANTS (T Q554610)

SECOND SCHEDULE (2 NOTIFICATIONS)  
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1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
2 DP252652 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS  
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UNREGISTERED DEALINGS: NIL

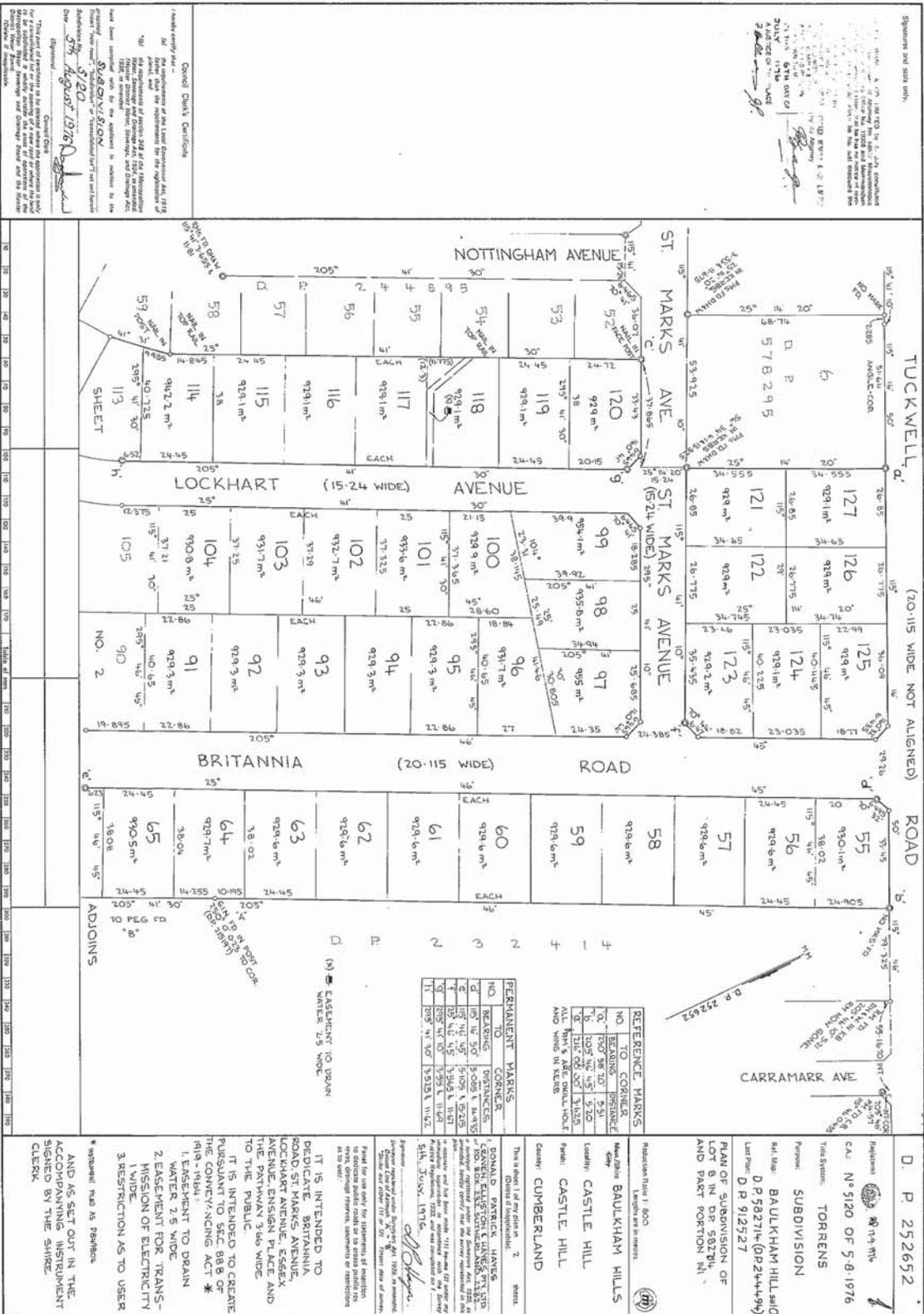
\*\*\* END OF SEARCH \*\*\*

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PRINTED ON 12/12/2024

PLAN FORM 2

Plan Drawing only to appear in this space



Separate and state only.

1. This plan is a copy of the original plan as shown on the map of the Registrar-General's Office. It is not a substitute for the original plan and does not constitute a guarantee of the accuracy of the information shown on it. The Registrar-General's Office is not responsible for any errors or omissions in this plan.

General Clerk's Certificate  
 I hereby certify that the above plan is a true and correct copy of the original plan as shown on the map of the Registrar-General's Office. It is not a substitute for the original plan and does not constitute a guarantee of the accuracy of the information shown on it. The Registrar-General's Office is not responsible for any errors or omissions in this plan.

(20.115 WIDE NOT ALIGNED)

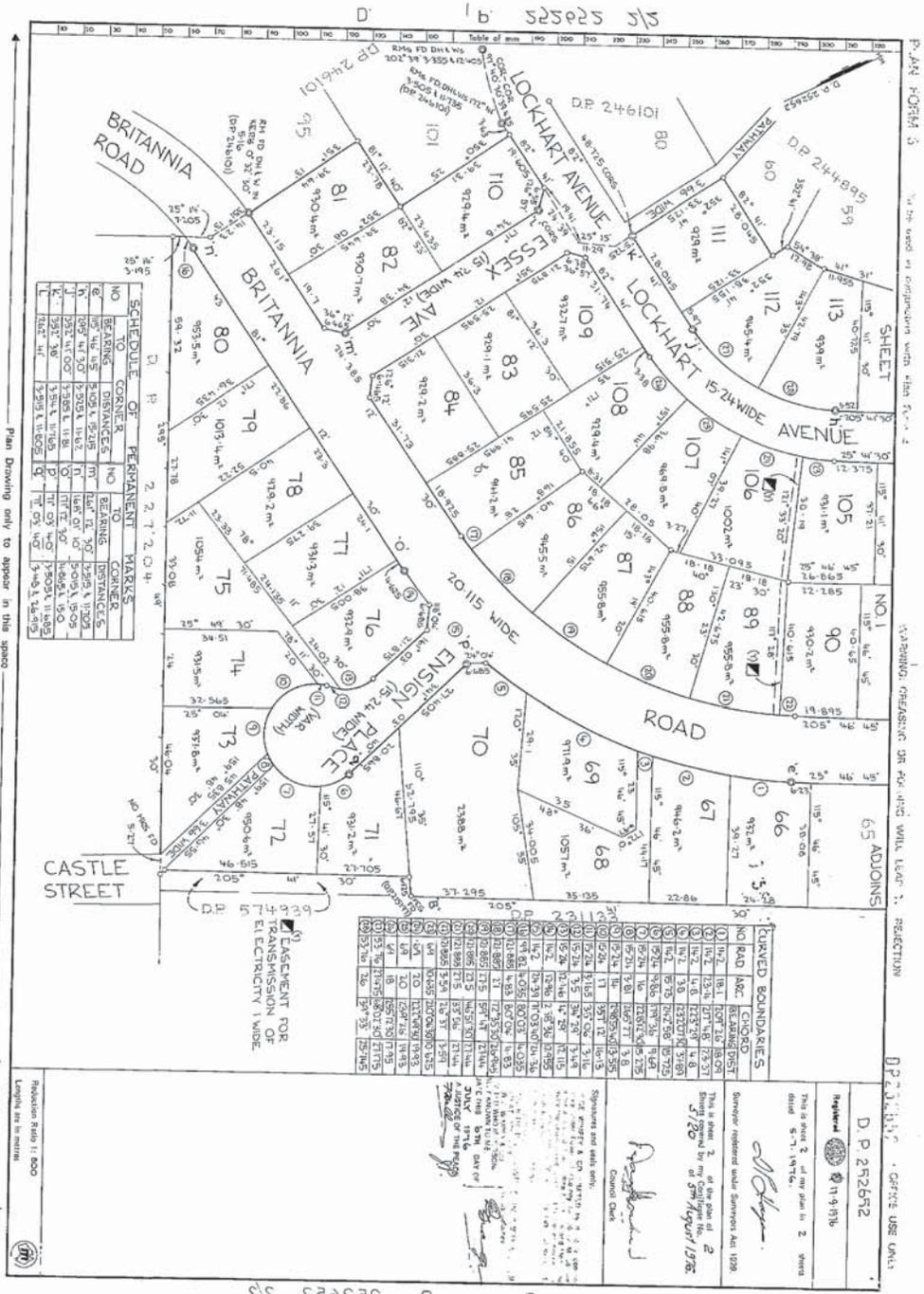
ROAD

D. P. 252652

Reference: 8149 Mls  
 C/L No 5120 OF 5.6-1976  
 This system: TORRENS  
 Purpose: SUBDIVISION  
 Sub: Baulkham Hills  
 D P 582714 (DP244494)  
 Lot No: D P 912527  
 PLAN OF SUBDIVISION OF LOT 8 IN DP 582714 AND PART PORTION H1.

NO	TO CORNER	BEARING	DISTANCE
1	TO CORNER	115° 00' 00"	11.50
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NO	TO CORNER	BEARING	DISTANCE
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**SCHEDULE OF PERMANENT MARKS**

NO	TO CORNER	NO	TO CORNER
E	BEARING	NO	TO CORNER
F	DISTANCE	NO	TO CORNER
G	BEARING	NO	TO CORNER
H	DISTANCE	NO	TO CORNER
I	BEARING	NO	TO CORNER
J	DISTANCE	NO	TO CORNER
K	BEARING	NO	TO CORNER
L	DISTANCE	NO	TO CORNER

**CURVED BOUNDARIES**

NO	NO	SEC	CHORD	BEARING	DIST
1	112	18.1	107.21	183.08	
2	112	13.4	107.18	73.37	
3	112	14.8	107.21	14.8	
4	112	13.4	107.18	73.37	
5	112	18.1	107.21	183.08	
6	112	13.4	107.18	73.37	
7	112	14.8	107.21	14.8	
8	112	13.4	107.18	73.37	
9	112	18.1	107.21	183.08	
10	112	13.4	107.18	73.37	
11	112	14.8	107.21	14.8	
12	112	13.4	107.18	73.37	
13	112	18.1	107.21	183.08	
14	112	13.4	107.18	73.37	
15	112	14.8	107.21	14.8	
16	112	13.4	107.18	73.37	
17	112	18.1	107.21	183.08	
18	112	13.4	107.18	73.37	
19	112	14.8	107.21	14.8	
20	112	13.4	107.18	73.37	

1. Jack Hignard Barron, Registrar General, for the South Island, certifies that this negative is a photograph made as a permanent record of a document in my custody this 21st day of September, 1976.

*Jack Hignard Barron*

D.P. 252652  
 11/9/76  
 This is plan 2 of the plan in 2 sheets  
 dated 5/1/1976.  
 Surveyor registered under Surveyors Act 1976  
*[Signature]*  
 Being governed by my Certificate No. 5720  
 of 5th August 1976  
 Control Clerk

Reduction Ratio 1:1000  
 Lengths in Meters  
 AIR PHOTO REFERENCE 712/85

PLAN FORM 3  
 To be used in conjunction with plan Form 2  
 SHEDDING DIMENSIONS ON PLAN WILL LEAD TO PRECISION  
 OFFICE USE ONLY





**Annexure "B"**

**Section 10.7(2) and 10.7(5) Certificate (*Environmental Planning and Assessment Act 1979* (NSW))**



**PLANNING CERTIFICATE UNDER SECTION 10.7(2) & (5)**  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **79390**  
Reference: 2000N-98291:273040  
Issue Date: 6 January 2025  
Receipt No: 7716091  
Fee Paid: \$ 168.00

ADDRESS: 17 Lockhart Avenue, CASTLE HILL NSW 2154  
DESCRIPTION: Lot 112 DP 252652

The land is zoned:

**Zone R2 Low Density Residential**

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

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

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

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

---

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

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

#### **Local Environmental Plans**

The Hills Local Environmental Plan 2019

#### **State Environmental Planning Policies**

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

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

Chapter 3 Hazardous and offensive development  
Chapter 4 Remediation of land

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

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

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

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

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

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

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

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

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

Chapter 4 Western Sydney Aerotropolis

**SEPP (Housing) 2021**

**SEPP (Sustainable Buildings) 2022**

**Development Control Plans**

**The Hills Development Control Plan 2012**

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

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

**Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

**Proposed State Environmental Planning Policies**

No Proposed State Environmental Planning Policies apply to the land.

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

**Proposed Development Control Plans**

No Proposed Development Control Plans apply to the land.

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

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

(4) In this section—

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

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

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

- (a) the identity of the zone, whether by reference to—
  - (i) a name, such as "Residential Zone" or "Heritage Area", or
  - (ii) a number, such as "Zone No 2 (a)",

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

**Zone R2 Low Density Residential**

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

**Refer Attachment 2(b)**

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

**NO**

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

NO

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

NO

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

*The Hills Local Environmental Plan 2019?*

NO

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

NO

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

NO

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

NO

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

NO

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

NO

### **3 Contributions**

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

### **THE HILLS SECTION 7.12**

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

(a) the name of the region, and

**The Greater Sydney Region**

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

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

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

**NO**

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

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

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

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

**4 Complying development**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5 Exempt development**

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

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

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

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

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

## **6 Affected building notices and building product rectification orders**

(1) Whether the council is aware that—

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

**NO**

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

**NO**

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

**NO**

(2) In this section—

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

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

## **7 Land reserved for acquisition**

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

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

**NO**

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

**NO**

***State Environmental Planning Policy?***

**NO**

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

**NO**

**8 Road widening and road realignment**

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

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

**NO**

(b) an environmental planning instrument, or

**NO**

(c) a resolution of the council.

**NO**

**9 Flood related development controls**

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

**NO**

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

**UNKNOWN**

**Please contact Council's Waterways team on 9843 0555 for information on the flood planning area and probable maximum flood.**

(3) In this section—

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

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

June 2023.

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

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

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

(2) In this section—

**adopted policy** means a policy adopted—

(a) by the council, or

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

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

### i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

**NO**

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

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

**NO**

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

c) By The Hills Development Control Plan 2012 provision?

**NO**

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

### ii. Bushfire

**YES**

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

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

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

**iii. Tidal Inundation**

**NO**

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

**iv. Subsidence**

**NO**

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

**v. Acid sulfate soils**

**NO**

**vi. Contamination**

**NO**

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

**vii. Aircraft noise**

**NO**

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

**viii. Salinity**

**NO**

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

**ix. Coastal hazards**

**NO**

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

**x. Sea level rise**

**NO**

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

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

**NO**

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

**11 Bush fire prone land**

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

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

**NO**

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

**12 Loose-fill asbestos insulation**

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

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

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

**13 Mine subsidence**

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

**NO**

**14 Paper subdivision information**

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

**NO DEVELOPMENT PLAN APPLIES**

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

**NO SUBDIVISION ORDER APPLIES**

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

## 15 Property vegetation plans

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

**NO**

## 16 Biodiversity stewardship sites

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

**NO**

Note—

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

## 17 Biodiversity certified land

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

**NO**

Note—

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

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

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

**NO**

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

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

**NO**

- (2) In this section—

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

Note—

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

## 20 Western Sydney Aerotropolis

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

## 21 Development consent conditions for seniors housing

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

**NO**

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

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

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

**NO**

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

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

**NO**

(4) In this section—

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

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

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

**NO**

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

### **Clause 59(2) Contaminated Land Management Act 1997**

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

Note—

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

**THIS PART IS DIRECTED TO THE FOLLOWING MATTERS PRESCRIBED UNDER SECTION 10.7 (5) OF THE ABOVE ACT**

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**Note:**

When information pursuant to Section 10.7(5) is requested, the council is under no obligation to furnish any of the information supplied herein pursuant to that Section.

Council draws your attention to Section 10.7(6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). However, this subsection does not apply to advice provided in relation to contaminated land (including the likelihood of land being contaminated land) or to the nature or extent of contamination of land within the meaning of Schedule 6.

*The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.*

---

- A. Whether there are any provisions applying to the land that control the management of trees and bushland?

**YES**

Part C Section 3 of The Hills Development Control Plan 2012 contain provisions for the control and management of actions in respect of trees and bushland.

- B. Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2019 Foreshore Building Line map?

**NO**

- C. Is the land subject to a listing on a public register maintained by Council under the *Protection of the Environment Operations Act 1997*?

**NO**

Note: This information relates specifically to the land and includes any existing or in force environmental notice, civil proceedings, or prosecutions under the Act (where notified to Council).

- D. Is the land affected by any special provisions of *State Environmental Planning Policy (Resources and Energy) 2021* – Chapter 3 Extractive industries in Sydney area?

**NO**

- E. Is the land affected by a restricted development area as identified under The Hills Development Control Plan 2012?

**NO**

- F. Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2019 **OR** State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres?

**NO**

- G. Whether Council has executed a Voluntary Planning Agreement within the meaning of S7.4 of the *Environmental Planning and Assessment Act 1979*, as amended, in relation to the land?

**NO**

- H. Is the land within or adjacent to the Sydney Metro Northwest as identified on the maps prepared by Transport NSW?

**NO**

- I. Does the land contain a proposed road as identified within a Development Control Plan under *State Environmental Planning Policy (Precincts-Central River City) 2021*, Chapter 3 Sydney Region Growth Centres?

**NO**

- J. Has Council been notified by NSW Land and Property Information that the land is affected by a plan of acquisition for railway purposes (Sydney Metro Northwest)?

**NO**

- K. Has Council been notified of the land being listed on the NSW Government's Combustible Cladding Register under the Environmental Planning and Assessment Regulation 2021?

**NO**

**Note:** There is potential for combustible cladding to be present on premises that are not listed on the Register. Contact Council's Regulatory Team for further information.

---

**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR**  
**GENERAL MANAGER**

Per: 

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

**ATTACHMENT 2(b)**  
**Zone R2 Low Density Residential**

**1 Objectives of zone**

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

**2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

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

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

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



**Annexure "C" Sewer Infrastructure Location Diagram (service location diagram)**



# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

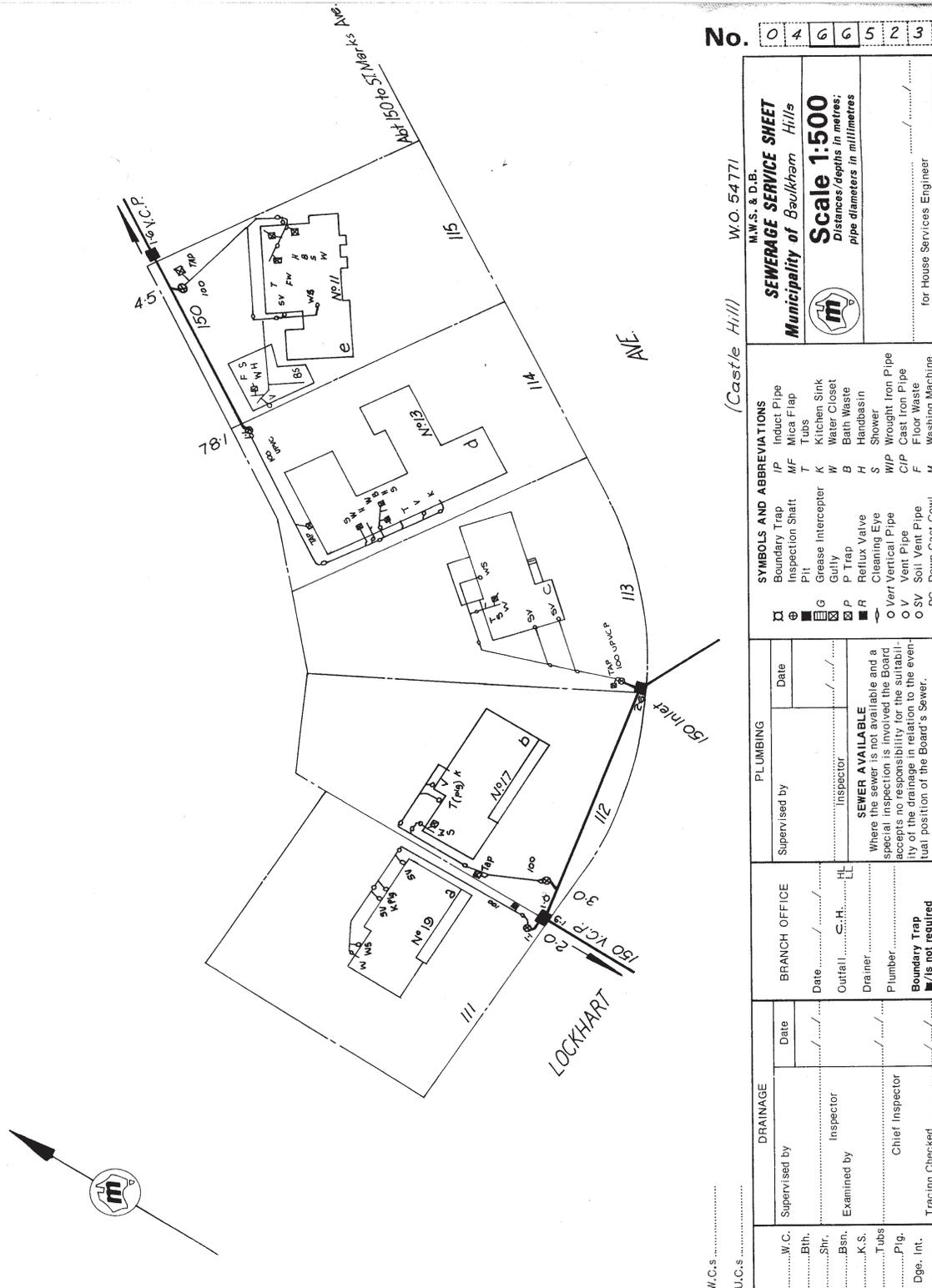
### Disclaimer

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**Annexure "D" Sewer Lines Location Diagram (sewerage service diagram)**

# Sewer Service Diagram

Application Number: 8003981391



No. 0 4 6 6 5 2 3

M.W.S. & D.B.  
W.O. 54771  
(Castle Hill)

**SEWERAGE SERVICE SHEET**  
Municipality of Bulkuhram Hills  
Scale 1:500  
Distances/depths in metres;  
pipe diameters in millimetres

SYMBOLS AND ABBREVIATIONS	
Boundary Trap	IP Induct Pipe
Inspection Shaft	MF Mica Flap
Pit	T Tubs
Grease Interceptor	K Kitchen Sink
Gully	W Water Closet
P Trap	B Bath Waste
Reflux Valve	H Handbasin
Cleaning Eye	S Shower
Vert Vertical Pipe	WIP Wrought Iron Pipe
Soil Vent Pipe	CIP Cast Iron Pipe
Down Cast Cowl	F Floor Waste
	M Washing Machine

PLUMBING	
Supervised by	Date
Inspector	

**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 relation to the eventual position of the Board's Sewer.

BRANCH OFFICE	
Date	
Outfall	S.H. HL
Drainer	
Plumber	
Boundary Trap	
is not required	

DRAINAGE	
Supervised by	Date
Inspector	
Examined by	
Chief Inspector	
Tracing Checked	

W.C.S .....  
U.C.S .....

e 22-6-77 b) 21-7-77 d) 5-10-77 c) 7-2-78 a) 15-6-78

**Disclaimer**

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