

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Mcgrath Estate Agents West, Northwest & Hawkesbury 366 Church Street, Parramatta, NSW 2150	Mobile: Ref: Corey Sciberras
co-agent		
vendor	Gareth Michael Bryant and Kylie Merle Bryant 19 Sarabah Street, North Kellyville, NSW 2155	
vendor's solicitor	Takchi & Associates Suite 9C, Level 9, 33 Argyle Street, PARRAMATTA NSW 2150 PO Box 613, PARRAMATTA NSW 2124	Phone: 02 9687 7933 Email: caren@takchilaw.com.au Fax: 02 9687 7944 Ref: ET:CR:25155
date for completion land (address, plan details and title reference)	42nd day after the contract date 19 Sarabah Street, North Kellyville 2155 Registered Plan: Lot 127 Plan DP 1178217 Folio Identifier: 127/1178217	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> BMW EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: 2x Outdoor umbrellas in pool area, Solar Power Battery, Satellite dish, Lounge and step in theatre room, projector, projector screen, "Pioneer VSX-LX302 7.2 Channel AV Receiver with Dolby Atmos, DTS:X, UHD, Wi-Fi Bluetooth" in theatre room
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

GST AMOUNT (optional) The price includes GST of: \$
 buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

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 exemption, in the space below):

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

- Land tax** is adjustable NO yes
- GST:** Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes

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

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

- Purchaser must make an **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide 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) – 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 **GSTRW rate** (residential withholding rate):

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input checked="" type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input checked="" type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

19 SARABAH ST NORTH KELLYVILLE NSW 2155



**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.**



CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (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 interest of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - i. A bid cannot be made or accepted after the fall of the hammer.
 - ii. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Records and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



SPECIAL CONDITIONS WHICH FORM PART OF THIS CONTRACT

33. GENERAL

Standard Conditions 1 to 32 of this Contract are amended as follows:

- (i) Standard Condition 2.9 is amended to replace the words “each party”, “party” and “parties” with “the vendor”.
- (ii) Standard Condition 4.1.2 is amended by adding “however service of this notice must take place 14 days prior to the completion date stipulated on the front page of this contract”
- (iii) Standard Condition 5.1 is amended to insert at the end of the clause the words “*if served on the vendor by no later than 21 days from the date of this contract*”.
- (iv) Standard Condition 5.2.2 is amended by deleting the words “and that service”.
- (v) Standard Condition 5.2.3 is deleted.
- (vi) Standard Condition 7.1.1 is amended to replace “5%” with “1%”.
- (vii) Standard Condition 7.2.4 delete the words “and the costs of the purchaser”
- (viii) Standard Condition 7.2.6 is amended to replace “3 months” with “1 month”.
- (ix) Standard Condition 10.1.8 has the words “or any positive covenant” inserted after the word “use” wherever appearing.
- (x) Standard Condition 10.1.8 and 10.1.9 have the words “substance” and “disclosed” replaced with the words “existence” and “noted” respectively.
- (xi) Standard Condition 11.2 is deleted.
- (xii) Standard Condition 14.4.2 is deleted;
- (xiii) Standard Condition 14.8 is deleted;
- (xiv) Standard Condition 17.2.1 is amended by deleting the word “and” at the end of the condition and adding the word “or” at the end.
- (xv) Standard Condition 17.2.2 is amended by adding the word “or” at the end.
- (xvi) Standard Condition 17.2 is amended by inserting the following clause:

“17.2.3 The tenancy was in existence prior to the contract date”

- (xvii) Standard Condition 18.7 has the words “subject to Standard Condition 19.2” inserted before the word “if” and the words “none is payable” is replaced with “then the vendor is to obtain a rental appraisal from a qualified real estate agent at the cost of the purchaser and this figure is to act as the agreed fee”
- (xviii) Standard Condition 19 is amended by inserting the following clause:

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

- (xix) Standard Condition 23.5.1 is amended by adding the words “including any special levies payable” at the end of the condition;
- (xx) Standard Condition 23.9 is deleted;
- (xxi) Standard Condition 23.13 is amended by replacing the word “the vendor” with the words “the purchaser”.
- (xxii) Standard Condition 23.14 is deleted.
- (xxiii) Standard Condition 23.17.2 is deleted.
- (xxiv) Standard Condition 25.2 is amended to replace “7 days after the contract date” with “before settlement”
- (xxv) Standard Condition 31.2 is deleted and replaced with “If the vendor serves any clearance certificate or variation, it must do so before settlement and the purchaser does not have to complete earlier than one (1) business day after that service”



34. INCONSISTENCY

In the event of any inconsistency between the Additional clauses and the printed Standard Conditions of this Contract the Additional clauses shall prevail to the extent of any inconsistency.

35. NON-MERGER

The parties acknowledge that the benefit of any conditions having application after completion continue to apply notwithstanding completion.

36. EXCLUSION OF WARRANTIES

The Purchaser acknowledges that:

- (a) The Conditions of this contract contain the entire agreement in relation to the property as between the parties notwithstanding any negotiations or discussions held or documents signed or brochures or artist impressions produced or statement made before the date of this contract and that the Purchaser has not been induced to enter into the contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not a Condition of this contract or of schedules or annexures to this contract:
- (b) The Purchaser is purchasing the property as a result of the Purchaser's own enquiries and no warranty or representation (whether expressed or implied) is given by the Vendor (or any one on behalf of the Vendor) including but not limited to:
 - (i) Any financial return or income that can be derived from the property
 - (ii) The neighbourhood in which the property is located, and
 - (iii) Any rights and privileges relating to the property

37. CONDITION OF PROPERTY

Subject to S.52A(2)(b) of the Conveyancing Act 1919 and the Regulations pursuant thereto, the purchaser acknowledges and agrees upon entering into this contract:

- (a) The property together with the appurtenances (and the furnishings and chattels included in this contract if any) is sold in its present state of repair and condition and subject to all faults and defects both latent and patent including any unauthorised or incomplete works and/or structures and the Purchaser acknowledges that the Purchaser buys the property relying on the Purchaser's own inspection and knowledge and enquiries and that the Purchaser does not rely on any warranties or representations made to the Purchaser by or on behalf of the Vendor. Notwithstanding any of the conditions of this contract or any principle of law or equity to the contrary, the Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property or any inclusions;
- (b) The Purchaser has relied entirely on its own enquiries and inspection of the property;
- (c) No objection, requisition or claim shall be made with respect of, nor shall the purchaser be entitled to rescind this contract, claim any compensation or delay completion by any reason of any of the following matters relating to the property;
 - i. Any rainwater downpipe or stormwater drain being connected to the sewer;



- ii. The presence, location, availability or condition of any drain, water or gas pipe, aerial, telephone, electrical cable, sewer, manhole or vent;
 - iii. The condition and state of repair of any improvements on the property; and
 - iv. Any contamination (if any) on, above or below the surface of the property.
- (d) This clause shall not merge on completion.

38. AGENT

The Purchaser warrants that the Purchaser was not introduced to the property by any agent other than the agent shown as the Vendor's agent. The Purchaser agrees to indemnify the Vendor in respect of any claim for compensation or commission or similar payment against the Vendor arising from the breach of this warranty. The Vendor warrants that there is no current sole agreement between the Vendor and any other licensed Real Estate Agent. This clause shall not merge on completion.

39. CAPACITY

Should the Purchaser before completion date:

- (a) Being a natural person die or become mentally ill then the Vendor can rescind this contract whereupon Standard Condition 19 will apply, or:
- (b) Being a natural person be declared bankrupt or enter into a scheme or make any assignment for the benefit of its creditors or being a Corporation, resolve to go into liquidation or to have an application for winding up of the Purchaser made or enter into any scheme or arrangement with the Corporation's creditors under the relevant provision of the Corporations Law or should any administrator or controller be appointed to the Purchaser or any other substantial proportion of the Corporation's assets, then the Purchaser shall be deemed to be in default under this Contract.
- (c) This Condition shall apply mutatis mutandis for the benefit of the Purchaser.

40. ENCUMBRANCE

Upon settlement, the Vendor will hand to the Purchaser a proper form of discharge of mortgage or withdrawal of caveat as the case requires in the registerable form in respect of any mortgage or caveat registered on the title and shall allow the Purchaser the registration fee payable on any such discharge of mortgage or withdrawal of caveat. The Purchaser shall make no requisition or objection requiring the registration of such discharge of mortgage or withdrawal of caveat prior to settlement.

41. COMPLETION

Completion shall take place on the date which is 42 days from the date of this contract.

42. INTEREST FOR LATE COMPLETION

- (a) If settlement is not affected on or before the completion date then the Purchaser must on the actual completion date pay to the Vendor in addition to the balance of the purchase price, interest at the rate of ten percent (10%) per annum on the balance of the purchase price calculated from the completion date (or if the Vendor is not ready), willing, and able to complete on the completion date, then from such later date on which the Vendor is ready, willing and able to complete) to the actual date of completion;



- (b) Further, should settlement be cancelled by the purchaser on the day of settlement or at settlement, the purchaser shall be responsible to pay to the vendor's solicitor the sum of \$150.00 plus GST to reschedule settlement and upload new destination lines for each settlement cancellation.

43. NOTICE TO COMPLETE

- (a) In the event that the Contract is not completed on or before the date specified in Special Condition 41, then either party may serve upon the other notice requiring completion, and thereupon the date for completion therein nominated shall become of the essence of this contract. The parties agree that fourteen (14) days (inclusive of weekends and public holidays) is a reasonable and sufficient period of notice to make time of the essence.
- (b) Should the vendor become entitled to serve a Notice to Complete, the purchaser at settlement must pay to the vendor in addition to all other moneys due under this contract, the sum of **Four Hundred and Forty Dollars (\$440) inclusive of GST** by way of liquidated damage to compensate the vendor for legal costs in respect of the issue and service of the notice and the purchaser acknowledges this is to be a reasonable sum.

44. SERVICE OF DOCUMENTS

In addition to Special Condition 43 service of any notice required under this Contract shall be deemed to be well and sufficiently served if sent via email or facsimile to the office of the other party's solicitor/representative. The activity report of the sending party's email or facsimile shall be proof of such service. Such service shall be effective if served between the hours of 9:00 am and 5:00 pm on an ordinary business day.

45. LODGMENT BY PURCHASER OF CAVEAT

It is an essential Condition that the Purchaser shall not lodge any Caveat on the title of the subject property prior to completion.

46. FOREIGN (TAKEOVERS) ACT

The Purchaser warrants:

- (a) That the Purchaser is a natural who is ordinarily resident in Australia; and
- (b) Whether the Purchaser is a natural person or a corporation that the Foreign (Takeovers) Act, 1975 (Cth) does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply in accordance with the announcement of the Treasurer of Australia on 29th September, 1987;
- (c) In the event that the Foreign (Takeovers) Act, 1975 applies to the Purchaser and to this transaction in breach of the warranty contained in this Condition then Standard Condition 9 hereof shall apply and notwithstanding the rights available to the Vendor pursuant to that Condition the Purchaser shall in addition indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of this warranty.



47. RELEASE OF DEPOSIT

Notwithstanding any other condition and in particular Standard Condition 2, should the vendor require the whole or part of the deposit for use as follows:

- (a) As deposit or monies on the purchase by the vendor of other realty in the Commonwealth of Australia; or
- (b) For the payment of stamp duty; or
- (c) to be available at settlement to be paid to the discharging mortgagee.

The vendor is entitled to apply the whole or any part of the deposit for that purpose provided that the vendor's solicitor advises the Purchaser's Solicitor prior to applying the whole or any part of the deposit the following details;

- i. the address of the Realty to be purchased by the vendor (if applicable)
- ii. the amount of the Deposit to be released; and
- iii. the manner in which that Deposit is to be held.

The execution of this Contract shall be full and irrevocable authority to the deposit holder named herein to release such deposit and no further authority shall be required to be given by the purchaser/s or their representative. The purchaser/s and/or their representative must, if so required, provide the vendor's representative with an authority to the agent to give effect to this condition so that the agent may release the deposit to the vendor or an account directed by the vendor.

48. INVESTMENT OF DEPOSIT

If the vendor directs for the deposit to be invested, then the following condition shall apply:

- (a) Pending completion, rescission or termination of this Contract, the parties authorise and request the vendor's agent to invest the deposit with a bank on any unsecured interest-bearing account and the interest which will be earned on the deposit will be paid to the vendor on completion.
- (b) The parties agree that upon execution of this contract, the parties will give such directions and do such other things as may be necessary to give effect to this condition.
- (c) Either or both of the parties entitled to the Deposit following completion, rescission or termination of this Contract will bear the risk that the relevant financial institution may fail to repay the Deposit and to pay any interest or other profit in accordance with the terms on which the Deposit is or has been invested under this Condition.

49. Swimming Pool Compliance

- (a) The parties acknowledge that the swimming pool located on the Property is not currently compliant with the requirements of the Swimming Pools Act 1992 (NSW) and the Swimming Pools Regulation 2018 (NSW).
- (b) The Vendor undertakes, at the Vendor's own cost, to rectify all areas of non-compliance identified in the certificate of non-compliance annexed to the Contract



and to obtain a valid swimming pool certificate of compliance under section 22D of the Swimming Pools Act 1992 (NSW) prior to the date for completion.

- (c) The Vendor must provide the Purchaser with a copy of the swimming pool certificate of compliance at least 3 business days prior to the date for completion.

50. SURVEY REPORT (IF ANY)

If a Survey Report and/or Building Certificate is attached hereto, the purchaser acknowledges that they have perused such documents prior to entering into this contract. The vendor does not warrant the accuracy or completeness of such documents and the purchaser shall not be entitled to make any requisition or claim for compensation in respect to anything disclosed in the said documents or omitted therefrom.

The purchaser shall not make any requisitions, objection, claim for compensation or delay in settlement in relation to anything contained in this clause.

51. DEPOSIT LESS THAN 10% (IF AGREED TO BY THE VENDOR IN WRITING)

- (a) The deposit payable under this contract is ten percent (10%) of the purchase price. As at the date of this contract, the purchaser becomes and remains fully liable for the full ten percent (10%) deposit payable under this contract
- (b) The parties agree that the 10% deposit is payable in two instalments at the times noted in this clause. Both instalments and the obligations to pay them are entirely independent of the remaining 90% payable under the contract on completion:
 - (i) The first instalment is \$_____ of the deposit payable on exchange of this contract; and
 - (ii) The balance is payable on the earlier of completion, or 63 days from the date of exchange of contracts.
- (c) In the event that:
 - (i) the purchaser defaults in the observance of any obligation in this contract which is, or the performance of which, has become essential;
 - (ii) the purchaser has paid a deposit of less than ten percent (10%) of the purchase price; and
 - (iii) the vendor terminates this contract; then
 - (iv) the vendor shall be entitled to recover from the purchaser, an amount equal to ten percent (10%) of the purchase price less any deposit paid plus all additional legal costs incurred, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary.
- (d) This clause shall not merge on completion of this contract.

52. GOODS AND SERVICES TAX

- (a) In this clause, GST refers to the goods and services tax under a new tax system (Goods and Services Tax) Act 1999 ("GST ACT") and the terms used have the meanings as defined in the GST Act.



- (b) The vendor warrants that the property is predominantly used as a residence and is residential premises under the GST Act.
- (c) The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- (d) In the event that the vendor becomes liable for GST, because of the purchasers failure to comply with special condition (c):
 - (i) The purchaser agrees to pay the vendor within 14 days after the vendors liability for GST on this sale is confirmed by correspondence or assessment from the commissioner, the amount of the GST, including any additional penalty and interest and all additional legal costs incurred by the vendor;
 - (ii) The vendor shall deliver to the purchaser, as a pre-condition to such payment, a tax invoice in a form which complies with the GST Act and Regulations
- (e) This clause shall not merge on completion.

53. GUARANTEE

- (a) Where a company is the purchaser, the persons attesting this contract for and on behalf of the company shall be deemed to be the guarantors described herein.
- (b) In consideration of the vendor entering into the contract at the request of the guarantor (as hereby acknowledged by the guarantor), the guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual payment of all moneys payable the purchaser under this agreement and the due and punctual performance and observance of all covenants, conditions and Conditions in the agreement to be performed and observed by the purchaser.
- (c) The guarantor covenants with the vendors that:
 - (i) The guarantee shall be a continuing guarantee (any rule of law or equity to the contrary notwithstanding) and the liability of the guarantor shall continue until such obligations on the part of the purchaser under this contract is duly performed and completed;
 - (ii) The liability of the guarantor shall not be abrogated altered prejudiced or affected by any neglect, waiver, indulgence or forbearance or concession by the vendor or by the granting by the vendor to the purchaser of time or by any other act or thing done, permitted or omitted it being the intent that the guarantee and obligations of the guarantor under this contract shall be absolute and unconditional in any or all the circumstances.
- (d) Notwithstanding anything contained or implied in this contract and notwithstanding that this guarantee may be void or unenforceable for any reason whatsoever the guarantor agrees as a separate and additional liability to hold the vendor indemnified against all losses, damages, expenses and costs which the vendor may incur by reason of any breach or default on the part of the purchaser under this contract.
- (e) The expression "the guarantor" includes each guarantor and his personal representatives and where there is more than one guarantor the covenants and agreements upon the part of the guarantor under this contract shall bind them jointly and each of them severally.
- (f) The guarantor must complete, execute and return to the vendor's solicitor the Deed of Guarantee prior to the date of the contract.



54. REQUISITIONS ON TITLE

The Purchaser acknowledges that the only form of general requisitions on title that the Purchaser will raise pursuant to Standard Condition 5 will be in the form of the Requisitions on Title annexed hereto.

55. DEPOSIT GUARANTEE/ BOND (IF AGREED BY VENDOR IN WRITING)

- (a) In this Additional clause:
 - (i) Guarantee means the deposit guarantee issued to the vendor at the request of the purchaser by the Guarantor;
 - (ii) Guarantor means the nominated third party who will assume all liabilities and responsibilities for the deposit guarantee and completion of this contract on behalf of the purchaser.
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Guarantee, upon or before the making of this contract, to the vendor shall, to the extent of the amount guaranteed under the Guarantee, be deemed for the Purposes of this contract to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the Guarantee to the vendor in cash or by unendorsed bank cheque on completion of this contract or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Guarantee, the purchaser must forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.
- (e) The vendor acknowledges that payments by the Guarantor under the Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under paragraph (d) above.

56. CREDIT CODE

The Purchaser warrants that either:-

- (a) The Purchaser does not require finance in order to pay for the property; or
- (b) If the Purchaser requires finance in order to pay for the property, the Purchaser has already obtained such finance on reasonable terms.
- (c) The Purchaser cannot terminate this contract or delay completion/settlement by virtue of any non-availability of finance.

57. SEWER DIAGRAM REFERENCE SHEET

- (a) The Purchaser hereby acknowledges that the only diagrams available from the relevant Water Authorities for the property are the only diagrams which are attached to this contract with respect to the property.
- (b) The Purchaser may not make an objection, rescind or make a claim for compensation as a result of anything contained within this special condition.

DEED OF GUARANTEE

To: _____ (Vendor)

1.

I/ We _____

of _____

and _____

of _____

aged _____ years and _____ year respectively are both directors or substantial share holders of _____ Pty Limited (ACN _____) which company is the Purchaser under this contract (the "Purchaser").

2.

In consideration of you agreeing to enter into this Contract with the Purchaser, we hereby irrevocably, jointly and severally, unconditionally guarantee to you the obligation of the Purchaser under this Contract and the due performance of the Purchaser's obligations under this Contract and the due and punctual payment by the Purchaser of all moneys due to be paid by the Purchaser under this Contract.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED by)
the said)
in the presence of)

.....
Witness

SIGNED SEALED AND DELIVERED by)
the said)
in the presence of)

.....
Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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



FOLIO: 127/1178217

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/6/2025	1:25 PM	5	31/3/2025

LAND

LOT 127 IN DEPOSITED PLAN 1178217
 AT KELLYVILLE
 LOCAL GOVERNMENT AREA THE HILLS SHIRE
 PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1178217

FIRST SCHEDULE

GARETH MICHAEL BRYANT
 KYLIE MERLE BRYANT
 AS JOINT TENANTS (T AN510395)

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 Q761653 COVENANT
- 3 DP1178215 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1178217 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1178217 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1178217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1178217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 DP1178217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1178217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 10 DP1178217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 11 DP1178217 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 12 DP1178217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 13 DP1178217 POSITIVE COVENANT REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
- 14 DP1178217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT
- 15 AN510396 MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

FOLIO: 127/1178217

PAGE 2

NOTATIONS

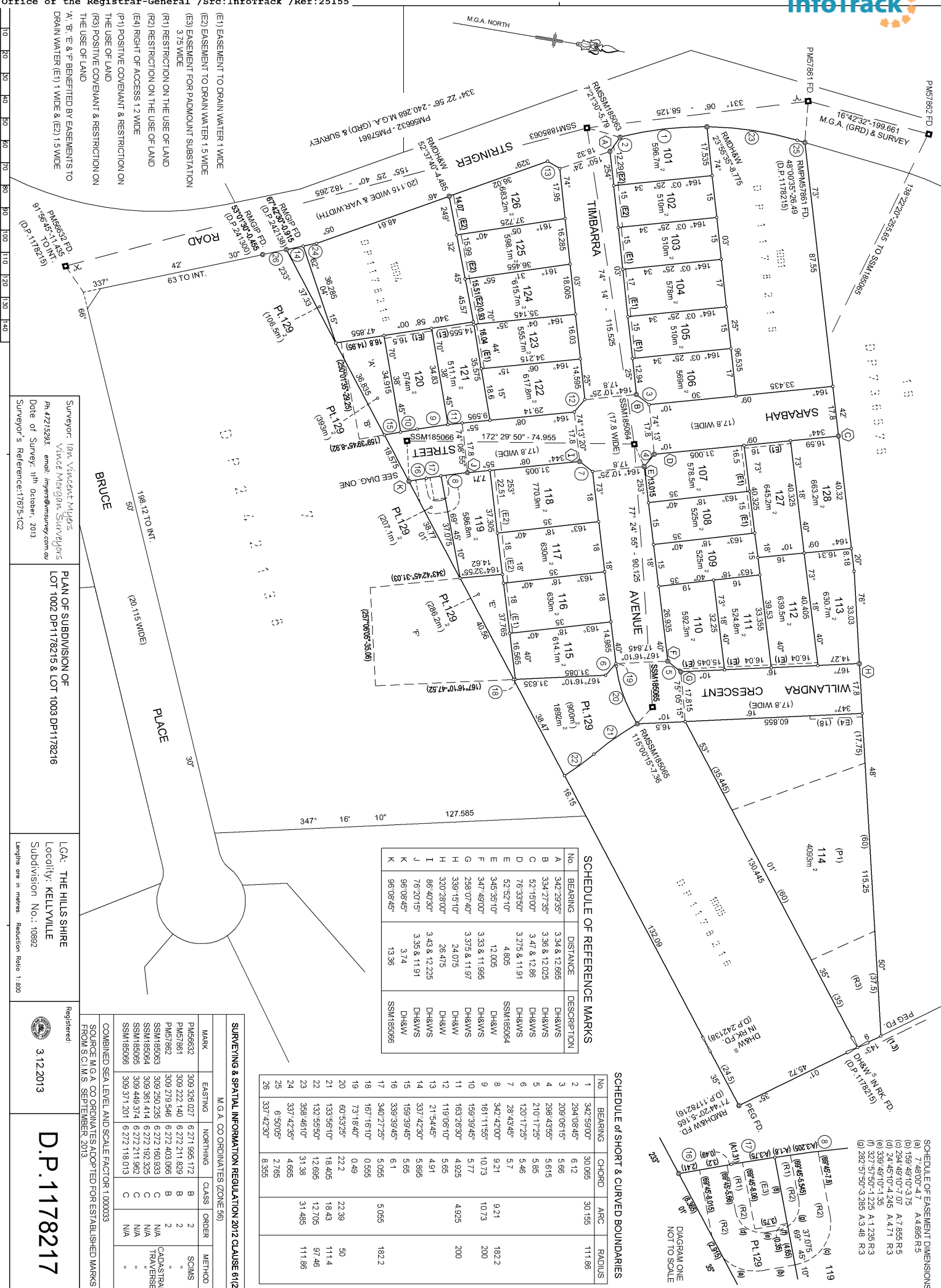
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25155...

PRINTED ON 11/6/2025

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



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	342°29'36"	3.34 & 12.665	DH&WS
B	334°27'36"	3.36 & 12.025	DH&WS
C	52°15'00"	3.47 & 12.96	DH&WS
D	76°33'50"	3.275 & 11.91	DH&WS
E	52°52'10"	4.805	SSM1850064
F	345°35'10"	12.005	DH&W
G	347°49'00"	3.33 & 11.995	DH&WS
H	258°07'40"	3.275 & 11.97	DH&W
I	339°15'10"	24.075	DH&W
J	320°28'00"	2.6475	DH&WS
K	86°40'30"	2.6475	DH&WS
L	76°20'15"	3.35 & 11.91	DH&WS
M	96°08'45"	3.74	DH&W
N	96°08'45"	13.36	SSM1850066

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	342°59'00"	30.065	30.155	111.86
2	284°08'45"	6.12		
3	209°08'15"	5.66		
4	239°43'55"	5.615		
5	210°17'25"	5.85		
6	120°17'25"	5.46		
7	28°43'45"	5.7		
8	342°42'00"	9.21	9.21	182.2
9	161°11'55"	10.73	10.73	200
10	159°39'45"	5.77		
11	163°26'30"	4.925	4.925	200
12	119°08'10"	5.65		
13	21°54'45"	4.91		
14	337°42'30"	5.865		
15	159°39'45"	5.65		
16	339°39'45"	6.1		
17	340°27'25"	5.655	5.065	182.2
18	167°16'10"	0.555		
19	73°18'40"	2.22	2.239	50
20	60°53'25"	0.49		
21	133°56'10"	18.405	18.43	111.4
22	132°55'50"	12.695	12.705	97.46
23	358°46'10"	31.38	31.485	111.86
24	337°42'36"	4.665		
25	6°50'05"	2.765		
26	337°42'30"	8.355		

- (E1) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E2) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E3) EASEMENT FOR PADMOUNT SUBSTATION 3.75 WIDE
- (R1) RESTRICTION ON THE USE OF LAND
- (R2) RESTRICTION ON THE USE OF LAND
- (E4) RIGHT OF ACCESS 1.2 WIDE
- (P1) POSITIVE COVENANT & RESTRICTION ON THE USE OF LAND
- (R3) POSITIVE COVENANT & RESTRICTION ON THE USE OF LAND
- A, B, E & F BENEFITED BY EASEMENTS TO DRAIN WATER (E1) 1 WIDE & (E2) 1.5 WIDE

Surveyor: Iana Vincent Myles
 Vice Manager, Surveyors
 P: 422 5293 email: ianay@nswsurvey.com.au
 Date of Survey: 14th October, 2013
 Surveyor's Reference: 17875-1C2

PLAN OF SUBDIVISION OF
 LOT 1002 DP1178215 & LOT 1003 DP1178216

LGA: THE HILLS SHIRE
 Locality: KELLVILLE
 Subdivision No.: 10892
 Lengths are in metres. Reduction Ratio: 1:800

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 8(1)(2)


MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
PM57861	309 326 027	6 271 996 172	B	2	SCMS
PM57862	309 222 140	6 272 211 829	B	2	"
SSM1850063	309 279 546	6 272 403 056	B	7	"
SSM1850064	309 280 235	6 272 160 933	C	N/A	CADASTRAL
SSM1850065	309 361 414	6 272 192 325	C	N/A	TRAVELER
SSM1850066	309 449 374	6 272 211 982	C	N/A	"
SSM1850067	309 371 201	6 272 118 013	C	N/A	"

COMBINED SEA LEVEL AND SCALE FACTOR: 1100033
 SOURCE: M.G.A. COORDINATES ADOPTED FOR ESTABLISHED MARKS FROM SCLIM.S, SEPTEMBER 2013.

Registered: 312.2013
D.P.1178217

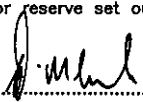

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

Registered:  3.12.2013 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="margin: 0;">D.P.1178217</h1>
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PLAN OF SUBDIVISION OF LOT 1002 DP1178215 & LOT 1003 DP1178216	L G A: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
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Crown Lands NSW/Western Lands Office Approval I,in approving this plan certify <i>Authorised Officer</i> that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature Date:..... File No: Office:.....	<h3 style="text-align: center;">Survey Certificate</h3> I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 11 th October, 2013. (b) The part of the land shown in the plan being..... was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. (c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.
--	--

<h3 style="text-align: center;">Subdivision Certificate</h3> I <u>ANDREW BROOKS</u> *Authorised Person/ General Manager/Accredited Officer , certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein Signature:  Accreditation No. Consent Authority <u>The Hills Shire Council</u> Date of endorsement <u>14.11.13</u> Subdivision Certificate No. <u>10892</u> File No. <u>1254/2012/ZB, 33.14.5C</u> * strike through if inapplicable	Signature:  Dated: 11 th October, 2013. Surveyor ID: 1682 Datum Line: ('X'-Y') PM56632 TO PM57861 Type: URBAN The terrain is level-undulating
---	--

Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE TIMBARRA AVENUE, SARABAH STREET, WILLANDRA CRESCENT AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.	Plans used:- DP1178215 DP1178216
--	--

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	SURVEYOR'S REFERENCE: 17675-1C2
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PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  3.12.2013 PLAN OF SUBDIVISION OF LOT 1002 DP1178215 & LOT 1003 DP1178216 Subdivision Certificate No.: 10892 Date of Endorsement: 14.11.13	Office Use Only <h1 style="text-align: center;">D.P.1178217</h1> Office Use Only This sheet is for the provision of the following information as required: A schedule of lots and addresses – See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919. Signatures and seals – See 195D Conveyancing Act, 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:-

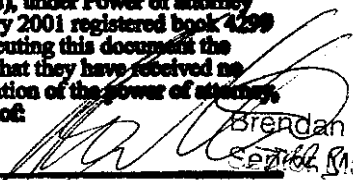
1. EASEMENT TO DRAIN WATER 1 WIDE (E1)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (E2)
3. EASEMENT FOR PADMOUNT SUBSTATION 3.75 WIDE (E3)
4. RESTRICTION ON THE USE OF LAND (R1)
5. RESTRICTION ON THE USE OF LAND (R2)
6. RIGHT OF ACCESS 1.2 WIDE (E4)
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. POSITIVE COVENANT
17. RESTRICTION ON THE USE OF LAND
18. POSITIVE COVENANT
19. RESTRICTION ON THE USE OF LAND
20. POSITIVE COVENANT
21. RESTRICTION ON THE USE OF LAND

Property Advisory Pty. Ltd
 ABN 63 135 985 732



Ross Blancato
 Sole Director/ Secretary

SIGNED on behalf of WESTPAC BANKING CORPORATION
 by its attorney(s), under Power of attorney dated 17 January 2001 registered book 4299 no 332. By executing this document the attorney states that they have received no notice of revocation of the power of attorney in the presence of:


 Brendan Baratta
 Senior Manager

 Attorney Signature
 Name and Tier of Attorney (print)



 Witness Signature
 Name and Address of Witness (print)

James Frounson
 12196-108 DUNSTON ST
 HUNTSVILLE NSW 2917

STREET ADDRESSES NOT AVAILABLE

SURVEYOR'S REFERENCE: 17675-1C2

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1178217

Plan of subdivision of lot 1002 DP1178215 and lot 1003 DP1178216 covered by Subdivision Certificate No. 10892, 14.11.13

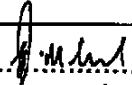
Full name and address of the owner of the land:

Property Advisory Pty Ltd
 6 Stringer Road
 Kellyville 2155

(Sheet 1 of 14 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 1 wide (E1)	105 104 103 111 112 110 116 120 121 123 127 108 107	106 105 & 106 104-106 incl. 112 & 113 113 111-113 incl. 115 area 'A' within 129 & area 'B' within 7/242138 120, area 'A' within 129 & area 'B' within 7/242138 122 128 109 108, 109, 127 & 128
2.	Easement to drain water 1.5 wide (E2)	102 101 117 118	103-106 incl. 102-106 incl. 115, 116, area 'E' within 129 & area 'F' within 7/242138 115, 116, 117, 119, area 'E' within 129 & area 'F' within 7/242138

.....

 Authorised Person

Ref: B17675-1C2

The Hills Shire Council

ePlan

Plan: **DP1178217**

Plan of subdivision of lot 1002 DP1178215 and
 lot 1003 DP1178216 covered by Subdivision
 Certificate No. 10892, (14.11.13)

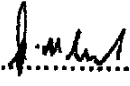
Full name and address
 of the owner of the land:

Property Advisory Pty. Ltd.
 6 Stringer Road
 Kellyville 2155

(Sheet 2 of 14 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
2. cont.	Easement to drain water 1.5 wide (E2)	124 125 126	120-123 incl. area 'A' within 129 & area 'B' within 7/242138 1004/1178216 120-124 incl. area 'A' within 129 & area 'B' within 7/242138 1004/1178216 120-125 incl. area 'A' within 129 & area 'B' within 7/242138 1004/1178216
3.	Easement for Padmount substation 3.75 wide (E3)	129	Endeavour Energy
4.	Restriction on the use of land (R1)	parts 119 & 129 designated (R1)	Endeavour Energy
5.	Restriction on the use of land (R2)	parts 119 & 129 designated (R2)	Endeavour Energy
6.	Right of access 1.2 wide (E4)	114	The Hills Shire Council
7.	Positive Covenant	Pl. 114 DESIGNATED (P1)	The Hills Shire Council
8.	Restriction on the use of land	Pl. 114 DESIGNATED (P1)	The Hills Shire Council
9.	Restriction on the use of land	101-128 incl.	The Hills Shire Council
10.	Restriction on the use of land	101-128 incl.	The Hills Shire Council



 Authorised Person
 The Hills Shire Council

Plan: **DP1178217**

ePlan

Plan of subdivision of lot 1002 DP1178215 and
 lot 1003 DP1178216 covered by Subdivision
 Certificate No. 10892, 14.11.13

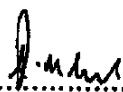
Full name and address
 of the owner of the land:

Property Advisory Pty. Ltd.
 6 Stringer Road
 Kellyville 2155

(Sheet 3 of 14 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
11.	Restriction on the use of land	101-113 incl. & 115-128 incl.	The Hills Shire Council
12.	Restriction on the use of land	114	The Hills Shire Council
13.	Restriction on the use of land	101-128 incl.	The Hills Shire Council
14.	Restriction on the use of land	129	The Hills Shire Council
15.	Restriction on the use of land	101-128 incl.	The Hills Shire Council
16.	Positive Covenant	101-128 incl.	The Hills Shire Council
17.	Restriction on the use of land	PL. 114 DESIGNATED(R3)	The Hills Shire Council
18.	Positive Covenant	PL. 114 DESIGNATED(R3)	The Hills Shire Council
19.	Restriction on the use of land	101-128 incl.	The Hills Shire Council
20.	Positive Covenant	106, 107, 127 & 128	The Hills Shire Council
21.	Restriction on the use of land	each lot except 129	Every other lot except 129

.....

 Authorised Person
 The Hills Shire Council

ePlan

Plan: **DP1178217**

Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892, 14.11.13

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 4 of 14 Sheets)

Part 2 (Terms)

1. **Terms of Easement for Padmount Substation 3.75 wide (E3) thirdly referred to in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

2. **Terms of Restriction on the Use of Land (R1) fourthly referred to in the abovementioned plan**

- 2.1 No building shall be erected or permitted to remain within the restriction site unless:

2.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and

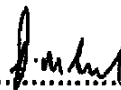
2.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

- 2.2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

- 2.3 Definitions:

2.3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530



.....
Authorised Person
The Hills Shire Council

Plan: **DP1178217**

ePlan

Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892, 14.11.13

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 5 of 14 Sheets)

Part 2 (Terms)

2.3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls

2.3.3 "erect" includes construct, install, build and maintain

2.3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

3. Terms of Restriction on the Use of Land (R2) fifthly referred to in the abovementioned plan

No swimming pool or spa shall be erected or permitted to remain within the restricted site.

3.1 Definitions:


3.1.1 "erect" includes construct, install, build and maintain

3.1.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

4. Terms of Right of access 1.2 wide (E4) sixthly referred to in the abovementioned plan

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act, 1919 as amended together with the following addition:

4.1 The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act, 1993 for the purposes of providing access across the easement site.


.....
Authorised Person
The Hills Shire Council

Plan: **DP1178217**

ePlan

Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10292, 14.11.17

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 6 of 14 Sheets)

Part 2 (Terms)

- 4.2 The Easement site is made accessible to the public.
- 4.3 The easement is a temporary right which must be removed upon extension of the public road to which it relates.
- 4.4 The dominant tenement will raise no objection to the release of this easement upon the extension of the public road to which it relates

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

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietors the whole of the asset protection zone delineated (P1) on the plan, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

6. Terms of Restriction on the use of Land eighthly referred to in the abovementioned plan

- 6.1 No part of a dwelling or other habitable building may be constructed or allowed to remain within the asset protection zone delineated (P1) on the plan complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.

7. Terms of Restriction on the use of Land ninthly referred to in the abovementioned plan

No earthworks shall be undertaken on the lot(s) hereby burdened that results in cut or fill greater than 0.5 metres, unless associated with the construction of a basement garage on sloping sites and subject to a merit assessment by Council.

.....
Authorised Person
The Hills Shire Council

Plan: **DP1178217**

Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892, 14.11.13

**Full name and address
of the owner of the land:**

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 7 of 14 Sheets)

Part 2 (Terms)

8. Terms of Restriction on the use of Land tenthly referred to in the abovementioned plan

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened that will exceed the maximum permitted site coverage of 50% for two storey dwellings increasing to 60% for single storey dwellings expressed as a percentage of the total site area complying with the requirements of The Hills Shire Council.

9. Terms of Restriction on the use of Land eleventhly referred to in the abovementioned plan

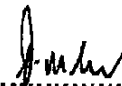
No dwelling shall be constructed on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 3000 litres in accordance with the requirements of The Hills Shire Council. The rainwater tank must:

- 9.1 Be provided with a potable water trickle top-up with a back flow prevention device complying with the requirements of Sydney Water.
- 9.2 Be plumbed specifically for washing machine use.

10. Terms of Restriction on the use of Land twelfthly referred to in the abovementioned plan

No dwelling shall be constructed on the lot hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rainwater tank with a minimum capacity of 4000 litres in accordance with the requirements of The Hills Shire Council. The rainwater tank must:

- 10.1 Be provided with a potable water trickle top-up with a back flow prevention device complying with the requirements of Sydney Water.
- 10.2 Be plumbed specifically for washing machine use.



.....
Authorised Person
The Hills Shire Council

Plan: **DP1178217**

ePlan
Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892, 14.11.13

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 8 of 14 Sheets)

Part 2 (Terms)

11. Terms of Restriction on the use of Land thirteenthly referred to in the abovementioned plan

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the following salinity recommendations from the report prepared by GeoEnviro Consultancy Pty. Ltd Ref. JC12117A-R1 dated May 2012 complying with the requirements of The Hills Shire Council:

11.1 The design and construction of buried steel and concrete structures must consider AS 2159 (Reference 13).

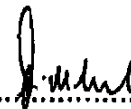
A copy of this report is held at Council
Ref:1254/2012/ZB

12. Terms of Restriction on the use of Land fourteenthly referred to in the abovementioned plan

12.1 No development shall be permitted on the lot hereby burdened until it is re-subdivided complying with the requirements of The Hills Shire Council.

13. Terms of Restriction on the use of Land fifteenthly referred to in the abovementioned plan

13.1 The registered proprietor shall not make or permit or suffer the making of any alterations to any rain garden which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.



.....
Authorized Person
The Hills Shire Council

Plan: **DP1178217**

ePlan

Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892, 14.11.17

Full name and address
of the owner of the land:

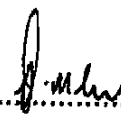
Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 9 of 14 Sheets)

Part 2 (Terms)

The expression "rain garden" is defined as the pipes connecting from the downpipes, rainwater tank and surface inlet pits, inlet surcharge pit, surface storage volume, surface treatment including landscaping and vegetation, filter media, subsurface drainage and outlet pipe constructed in accordance with the design, construction and/or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.

- 13.2 The registered proprietor(s) of lot(s) 101 to 113 inclusive and 115 to 128 inclusive shall not erect or suffer the erection of any dwelling house or other structure on the lot(s) hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rain garden with a storage volume of 1.39 cubic metres and a surface area of 9.44 square metres on the said lot(s), in accordance with the design, construction and/or provision requirements of The Hills Shire Council to the satisfaction of The Hills Shire Council.
- 13.3 The registered proprietor(s) of lot 114 shall not erect or suffer the erection of any dwelling house or other structure on the lot hereby burdened unless the registered proprietor has first constructed or has made provision for the construction of a rain garden with a storage volume of 7.2 cubic metres and a surface area of 50.3 square metres on the said lot, in accordance with the design, construction and/or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.
14. **Terms of Positive Covenant sixteenthly referred to in the abovementioned plan**
- 14.1 The registered proprietor(s) covenant as follows with the Council benefited in respect to the rain garden constructed and/ or installed on the lots(s), that they will:
- (a) Keep the rain garden clean and free from silt, rubbish and debris;



.....
Authorised Person
The Hills Shire Council

Plan: **DP1178217**

ePlan
Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892, 14.11.13

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

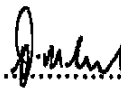
(Sheet 10 of 14 Sheets)

Part 2 (Terms)

- (b) Maintain and repair the stormwater rain garden in accordance with the Rain Gardens Maintenance and Operations Plan prepared by The Hills Shire Council at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner.
- (c) For the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the rain garden and the state of construction, maintenance or repair of the rain garden, for compliance with the requirements of this covenant.
- (d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the rain garden and to that extent Section 88F (2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.

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

- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and
- (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.



.....
Authorised Person
The Hills Shire Council

ePlan

Plan: **DP1178217**

Plan of subdivision of lot 1002 DP1178215 and lot 1003 DP1178216 covered by Subdivision Certificate No. 10392, 14.11.13

Full name and address of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 11 of 14 Sheets)

Part 2 (Terms)

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

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

15. Terms of Restriction on the use of Land seventeenthly referred to in the abovementioned plan

No development shall be permitted on the lot(s) hereby burdened within the restricted bushland area delineated (R3) on the plan complying with the requirements of The Hills Shire Council.

16. Terms of Positive Covenant eighteenthly referred to in the abovementioned plan

The registered proprietor of the lot(s) hereby burdened must comply with the bushland management plan prepared by Ecohort Pty. Ltd. dated 20th November, 2012, relating to the restricted bushland area delineated (R3) on the plan throughout the occupation and use of the development complying with the requirements of The Hills Shire Council.

A copy of this report is held at Council Ref: DA1254/2012/ZB.

17. Terms of Restriction on the use of Land nineteenthly referred to in the abovementioned plan

No development shall be permitted on the lot(s) hereby burdened unless it is considerate of the bushfire prone nature of the site, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time

.....
Authorised Person
The Hills Shire Council

Plan: **DP1178217**

ePlan
Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892, 14.11.13

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

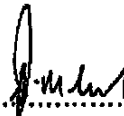
(Sheet 12 of 14 Sheets)

Part 2 (Terms)

- 18. Terms of Positive Covenant twentiethly referred to in the abovementioned plan**
- 18.1 The registered proprietor of lots 107 and 127 must present their garbage bins to Timbarra Avenue fronting lot 107 for collection until such time as Sarabah Street is extended further north, complying with the requirements of The Hills Shire Council.
- 18.2 The registered proprietor of lots 106 and 128 must present their garbage bins to Timbarra Avenue fronting lot 106 for collection until such time as Sarabah Street is extended further north, complying with the requirements of The Hills Shire Council.
- 19. Terms of Restriction on the use of Land twenty firstly referred to in the abovementioned plan**
- 19.1 No fence shall be erected on any lot without the prior written consent of Property Advisory Pty. Ltd. but such consent shall be deemed to be given in respect of any fence which is erected without expense to Property Advisory Pty. Ltd. Property Advisory Pty. Ltd. May however, at its absolute discretion, choose to erect certain sections of fencing for security, safety or presentation purposes.
- 19.2 No fence shall be erected on any lot hereby burdened, except a lapped and capped paling fence with galvanized metal frame, where the frame is similar in colour to Dulux Weather Shield-Woodland Grey (low sheen) Bright Base BR1400240 that will be used to paint the timber palings immediately upon completion of construction of the fence.

Name of Authority whose consent is required to release, vary or modify Easement and Restrictions numbered three, four and five in the abovementioned plan

Endeavour Energy


.....
Authorised Person
The Hills Shire Council

Plan: **DP1178217**

ePlan
Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892,14.11.13

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 13 of 14 Sheets)

Part 2 (Terms)

Name of Authority whose consent is required to release, vary or modify Easements, Restrictions and Positive Covenants numbered one, two, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen and twenty in the abovementioned plan

The Hills Shire Council

Name of the person whose consent is required to release, vary or modify Restrictions numbered twenty one in the abovementioned plan

Property Advisory Pty. Ltd. for such period as it is the registered proprietor of any land in the plan or for the period of five years from the date of registration of the plan, whichever is the longer.

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney pursuant
to Power of Attorney Book 4640 N° 572
in the presence of:

Raymonds
Signature of Witness

Geoff Riethmuller
Signature of Attorney
Name: Geoff Riethmuller
Position: Network Property Mgr

Raymond Simmonds
Name of Witness

21-10-2013
Date of Execution

URS 13701

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

[Signature]
Authorised Person
The Hills Shire Council

ePlan

Plan: DP1178217

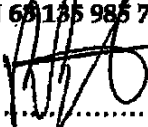
Plan of subdivision of lot 1002 DP1178215 and
lot 1003 DP1178216 covered by Subdivision
Certificate No. 10892,14.11.13

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

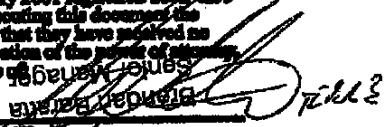
(Sheet 14 of 14 Sheets)

Property Advisory Pty. Ltd.
ABN 68135 985 732



.....
Ross Blancato
Sore Director / Secretary.

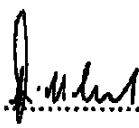
SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s), under Power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney.
In the presence of 2 or more witnesses



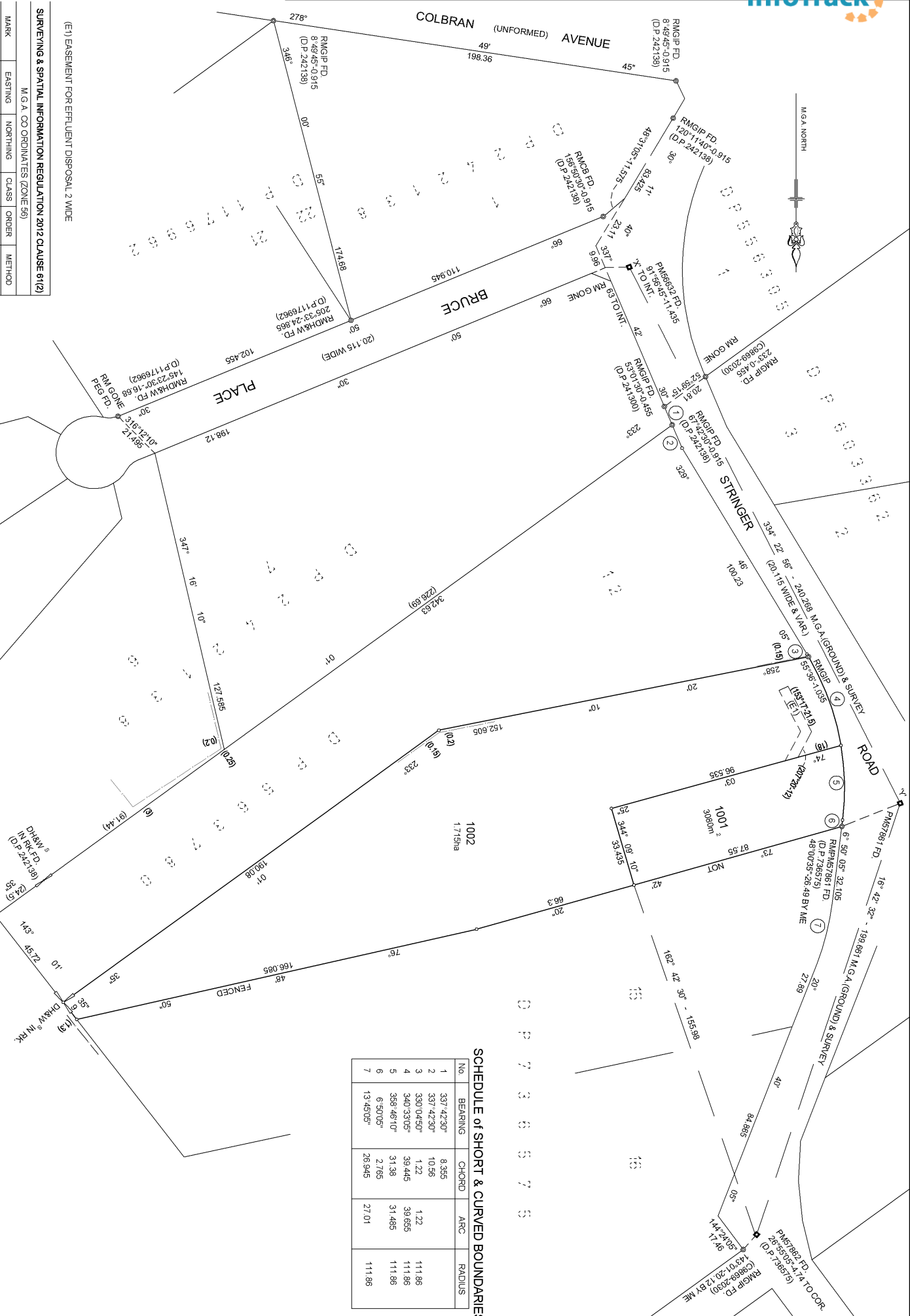
Attorney Signature
Name and Title of Attorney (print)

Witness Signature
Name and Address of Witness (print)

JAMES FIGUEROA
12196-108 PLATON ST
HURSTING PARK NSW 2193



.....
Authorised Person
The Hills Shire Council



(E1) EASEMENT FOR EFFLUENT DISPOSAL 2 WIDE

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
PM56932	309 326 027	6 271 995 172	B	2	SCMS
PM57861	309 222 140	6 272 211 829	B	2	SCMS
PM57862	309 279 546	6 272 403 069	B	2	"

COMBINED SEA LEVEL AND SCALE FACTOR 1.000333
 SOURCE M.G.A. COORDINATES ADOPTED FOR ESTABLISHED MARKS
 FROM S.C.I.M.S. JANUARY 2013

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	337°42'30"	8.555	1.22	111.86
2	337°42'30"	10.56	1.22	111.86
3	330°04'50"	1.22	39.655	111.86
4	340°33'05"	39.445	31.38	111.86
5	358°46'10"	31.38	2.769	111.86
6	6°50'05"	2.769	27.01	111.86
7	13°45'05"	26.945		

Surveyor: Irena Vindogent Myers
 Vice Manager, Surveyors
 Pk42215293 email: myers@msurvey.com.au
 Date of Survey: 17th January, 2013
 Surveyor's Reference: 17675-1C

PLAN OF SUBDIVISION OF
 LOT 13 D.P. 994882

LGA: THE HILLS SHIRE
 Locality: KELLYVILLE
 Subdivision No.: 10829

Registered:
 9.4.2013



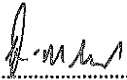
DP1178215

PLAN FORM 6(2012) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

<p>Registered:  9.4.2013 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="text-align: center;">DP1178215</h1>
<p>PLAN OF SUBDIVISION OF LOT 13 D.P.594882.</p>	<p>L G A: THE HILLS SHIRE</p> <p>Locality: KELLYVILLE</p> <p>Parish: CASTLE HILL</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorised Officer</p> <p>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature</p> <p>Date:.....</p> <p>File No:</p> <p>Office:.....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 17th January, 2013.</p> <p>(b) The part of the land shown in the plan being..... was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature:  Dated: 17th January, 2013.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: PM56632 TO PM57861 ('X' - 'Y')</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I <u>ANDREW BROOKS</u> *Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation No.</p> <p>Consent Authority <u>THE HILLS SHIRE COUNCIL</u></p> <p>Date of endorsement <u>11.3.13</u></p> <p>Subdivision Certificate No. <u>10829</u></p> <p>File No. <u>1185.12.2B, 56.13.SC</u></p> <p>* strike through if inapplicable</p>	<p>Plans used:--</p> <ul style="list-style-type: none"> DP594882 DP736575 DP563780 DP242138 DP603362 DP1162618 DP1156410 DP843578 DP25193 DP383680 DP556305 DP1176962
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>SURVEYOR'S REFERENCE:17675-1C</p>

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  9.4.2013 Office Use Only

Office Use Only

DP1178215

PLAN OF SUBDIVISION OF LOT 13 D.P.594882.

This sheet is for the provision of the following information as required:

A schedule of lots and addresses - See 60(c) SSI Regulation 2012
Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.

Signatures and seals - See 195D Conveyancing Act, 1919.

Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 10829

Date of Endorsement: 11.3.13

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:-

- 1. RESTRICTION ON THE USE OF LAND
- 2. EASEMENT FOR EFFLUENT DISPOSAL 2 WIDE (E1)

Vivienne Anne Conciatore,



Signed at Sydney the 21st day of March 2013 For Commonwealth Bank of Australia ABN 48 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4297 No 297

Frank Conciatore




Rebecca Woods

150 George Street Parramatta

STREET ADDRESSES NOT AVAILABLE

SURVEYOR'S REFERENCE: 17675-1C

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1178215

Plan of subdivision of lot 13 DP594882 covered by Subdivision Certificate No. *10829 dated 11.3.13*
Frank Conciatore
Vivienne Anne Conciatore
5 Stringer Road
Kellyville 2155

Full name and address of the owner of the land:

(Sheet 1 of 2 Sheets)


Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the use of Land	1002	The Hill Shire Council
2.	Easement for effluent disposal 2 wide (E1)	1002	1001

Part 2 (Terms)

1. **Terms of Restriction on the use of land numbered one in the abovementioned plan.**
 - 1.1 No development shall be permitted on the lot hereby burdened until it is re-subdivided complying with the requirements of The Hills Shire Council.
2. **Terms of Easement for effluent disposal 2 wide (E1) numbered two in the abovementioned plan**
 - 2.1 The owner of the Lot benefited may drain sewage, sullage and other liquid wastes through the Lot burdened but only within the site of the easement designated (E1) on the plan.

The owner of the Lot benefited will raise no objection to the extinguishment of this easement once the Lot benefited is connected to an approved sewerage system



.....
Authorised Person

Ref: B17675-1C_01

The Hills Shire Council

ePlan

Plan: **DP1178215**

Plan of subdivision of lot 13 DP594882 covered
by Subdivision Certificate No. 10829

dated 11.3.13

Full name and address
of the owner of the land:

Frank Conciatore
Vivienne Arne Conciatore
5 Stringer Road
Kellyville 2155

(Sheet 2 of 2 Sheets)

Name of Authority whose consent is required to release, vary or modify Restriction
and Easement numbered one and two in the abovementioned plan

The Hills Shire Council.

Signed in my presence by
Vivienne Arne Conciatore *V.A. Conciatore*
who is personally known to me
on

J.P.
Signature of Witness

JONATHAN PETERS
Name of Witness

82 PARSONAGE RD, CASTLE HILL, NSW
2154
Address of Witness

Signed at Sydney the 21st day of
March 2013 For Commonwealth
Bank of Australia ABN 48 123 129 124 by its
duly appointed Attorney under Power of
Attorney Book 4297 No 297

Rebecca Woods
Witness
Jodie Franklyn-Smith
Rebecca Woods
150 George Street Parramatta

Signed in my presence by
Frank Conciatore *F. Conciatore*
who is personally known to me
on

J.P.
Signature of Witness

JONATHAN PETERS
Name of Witness

82 PARSONAGE RD, CASTLE HILL, NSW
2154
Address of Witness

[Signature]
Authorized Person
The Hills Shire Council

RP 13A



10761653
OFFICE USE ONLY

A	Gr
20	

MEMORANDUM OF TRANSFER
REAL PROPERTY ACT, 1900

This form is for an when the...
 Transferee and transferee...
 (b) Full name, address and...
 of transferee.

(1a) SULEV NEROTH of Kellyville, Crane Driver and ALMO NEROTH his wife

hereinafter referred to as the TRANSFEROR

(b) If a fee simple estate and...
 being registered proprietor of an estate in fee simple

in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note of all...
 of any encumbrances...
 of the land.

(1b) Reservations and Conditions if any contained in Crown Grant
Restrictions on Transfer - See Section 172 Crown Lands Consolidation Act 1913
(G.P. 1970/7 Metropolitan)

In consideration of THIRTY TWO THOUSAND DOLLARS (\$ 32,000-00)

(d) Short description...
 of receipt whereof is hereby acknowledged, paid to the transferor by

the undermentioned Transferee

(e) Full name, address and...
 of transferee...
 of the land.

(1c) JOHN CHOY of Lot 12 Stringer Road, Kellyville, Primary Producer

hereby transfers to

hereinafter referred to as the TRANSFEREE

an estate in fee simple
 in the land described in the following schedule

(f) Short note...
 of the land...
 of the land.

Reference to title		Whole or Part	Description of land if part only	County	Parish
Volume	Folio				
12237	142	PART	LOT 13 IN D.P. 594882	CUMBERLAND	CASTLE HILL
Now being		Whole	of land in Volume		
13521	175				

RULE UP ALL BLANKS

16943A

DEPARTMENTAL USE ONLY


TRANSFER

subject to tenement

Checked **REGISTERED**
 Passed
 Signed

10.7.1977

[Signature]
 Registrar General



TO BE COMPLETED BY LODGING PARTY

Lodged by **COMMUNITY CREDIT**
 Address: **86 KING STREET**
SYDNEY NSW 2011
 FIDEX No.:
 Documents lodged herewith

1 _____
 2 _____
 3 _____
 4 _____
 5 _____

Received Documents _____ Receiving Clerk _____

AUTHORITY FOR USE OF INSTRUMENT OF TITLE

Authority is hereby given for the use of _____
 (insert reference to certificate, grants or dealings) lodged
 in connection with _____ for the
 (insert number of plan or dealing)
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)

 Signature

 Name (BLOCK LETTERS)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
(To be signed at the time of execution of the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____ the _____ day of _____ 19 _____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P. OR TAKING DECLARATION OF ATTESTING WITNESS

I certify that _____
 the attesting witness to this dealing, appeared before me on _____
 the _____ day of _____ 19 _____
 and declared that he personally knew _____
 the person signing the same, and whose signature thereto is here attested, and that the same purporting to be such a signature of the said _____
 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

 Signature

 Name (BLOCK LETTERS)

 Qualification

(1) Under the provisions of this Act, the instrument of title, when lodged, is deemed to be a copy of the original, and the original is not to be taken into account, unless it is proved to the satisfaction of the Registrar that the original is a true and correct copy of the original.

(2) No attesting witness is required where the instrument is signed by one or more persons in the presence of the Registrar or a Justice of the Peace.

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NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	45ca6937
Property Address:	19 SARABAH STREET NORTH KELLYVILLE
Date of Registration:	12 June 2025
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground fibreglass pool

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

FINAL OCCUPATION CERTIFICATE

Environmental Planning & Assessment Act 1979 Section 109C(1) and 109H

Applicant	
Name	Jason & Amy Thomas
Address	19 Sarabah Street, Kellyville NSW 2155
Owner of building	
Name	Jason & Amy Thomas
Address	19 Sarabah Street, Kellyville NSW 2155
Complying Development Certificate	
Certificate No	CDC470/14
Date of Issue	27.06.14
Subject land	
Address	Lot 127, DP 1178217, 19 Sarabah Street, Kellyville NSW 2155
Description of development	Two storey dwelling and garage
BCA Classification	Class 1a & 10a
Date of receipt	3 August 2015

0CDC47014 INT/m

Final Occupation Certificate

I certify that I have been appointed as the Principal Certifying Authority under s109E. I have taken into consideration the health and safety of the occupants of the building. A development consent / complying certificate is in force with respect to the building. A construction certificate has been issued with respect to the plans and specification for the building. The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia. Where required, a final fire safety certificate has been issued for the building, or an Interim fire safety certificate has been issued for the relevant part of the building. Where required, a report from the Commissioner of fire brigade has been considered.

Date of determination 3 August 2015

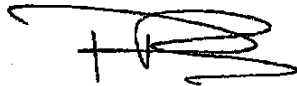
Principal Certifying Authority

Sydney Building Approvals Centre

Name Peter Ruck

Accreditation No BPB 0352

Signature



Date of endorsement 3 August 2015

Attachments

Refer to attached Certificates relied upon and letter of inspections carried out date 3 August 2015.

**Home Warranty Insurance
Certificate of Insurance**



**Home Warranty
Insurance Fund**

QBE Insurance (Australia) Ltd
Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



Policy Number BNRR13045BW1-409

J & A THOMAS
C/- SHC INSURANCE BROKERS
PO BOX 523 MILSONS POINT 1565

Name of Intermediary
SAVILL HICKS CORPORATION P/L
P O BOX 523
MILSONS POINT NSW 1565

Account Number
BN0004795
Date Issued
29/05/2014

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 850) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At	LOT 127, SARABAH STREET KELLYVILLE NSW 2155
Carried Out By	BUILDER WISDOM PROPERTIES GROUP PTY LT ABN: 82 089 425 829
Declared Contract Price	\$436,695.00
Contract Date	20/05/2014
Builders Registration No.	U 131951C
Building Owner / Beneficiary	J & A THOMAS

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SICorp)

Jason Bourne
National Manager - Builders Warranty

IMPORTANT NOTICE:

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To access that policy wording visit www.homewarranty.nsw.gov.au

QM1824-1207



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

Certificate Number: **135940**
Reference: 25155:283020
Issue Date: 12 June 2025
Receipt No: 7870368
Fee Paid: \$ 67.00

ADDRESS: 19 Sarabah Street, NORTH KELLYVILLE NSW 2155
DESCRIPTION: Lot 127 DP 1178217

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.

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 does not apply to the carrying out of development on the land.

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
Chapter 3 Sydney Region Growth Centres

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

North Kellyville Development Control Plan

[Development Control Plans | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](#)

(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)”,

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

YES

Part 4 Principal development standards of State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North

Kellyville Precinct Plan) provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R1 General Residential, R2 Low Density Residential or R3 Medium Density Residential.

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.

13 - NORTH KELLYVILLE 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

NO

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

NO

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

The land is within the Special Infrastructure Contribution – Western Sydney Growth Areas under the *Environmental Planning and Assessment Act 1979*.

Refer to the Department of Planning and Infrastructure for further information www.planning.nsw.gov.au

(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
State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

5 Exempt development

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

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

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

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

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

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

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

NO

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

NO

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

NO

(2) In this section—

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

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

7 Land reserved for acquisition

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy?

NO

Any proposed State Environmental Planning Policy?

NO

8 Road widening and road realignment

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

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

NO

(b) an environmental planning instrument, or

NO

(c) a resolution of the council.

NO

9 Flood related development controls

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

NO

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

NO

(3) In this section—

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

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

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

10 Council and other public authority policies on hazard risk restrictions

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

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

i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

NO

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

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

NO

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

c) By The Hills Development Control Plan 2012 provision?

NO

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

ii. Bushfire

YES

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

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

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 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.

YES

The land is identified as a certified area on the North West Growth Centre – Biodiversity Certification map. Refer to [Register of biodiversity certification orders | NSW Environment and Heritage](#)

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.

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)
STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS-CENTRAL RIVER CITY)
2021, CHAPTER 3 SYDNEY REGION GROWTH CENTRES (APPENDIX 5 NORTH
KELLYVILLE PRECINCT PLAN)**

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 provide for a variety of housing types but primarily low density detached housing.
- To support the well being of the community, including educational, recreational, community, religious and other activities if there will be no adverse effect on the amenity of the proposed or existing nearby residential development.

2 Permitted without consent

Home occupations

3 Permitted with consent

Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Information and education facilities; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Water recycling facilities; Waterbodies (artificial).

4 Prohibited

Any development not specified in item 2 or 3.

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

Sewer Service Diagram

Application Number: 8004373271

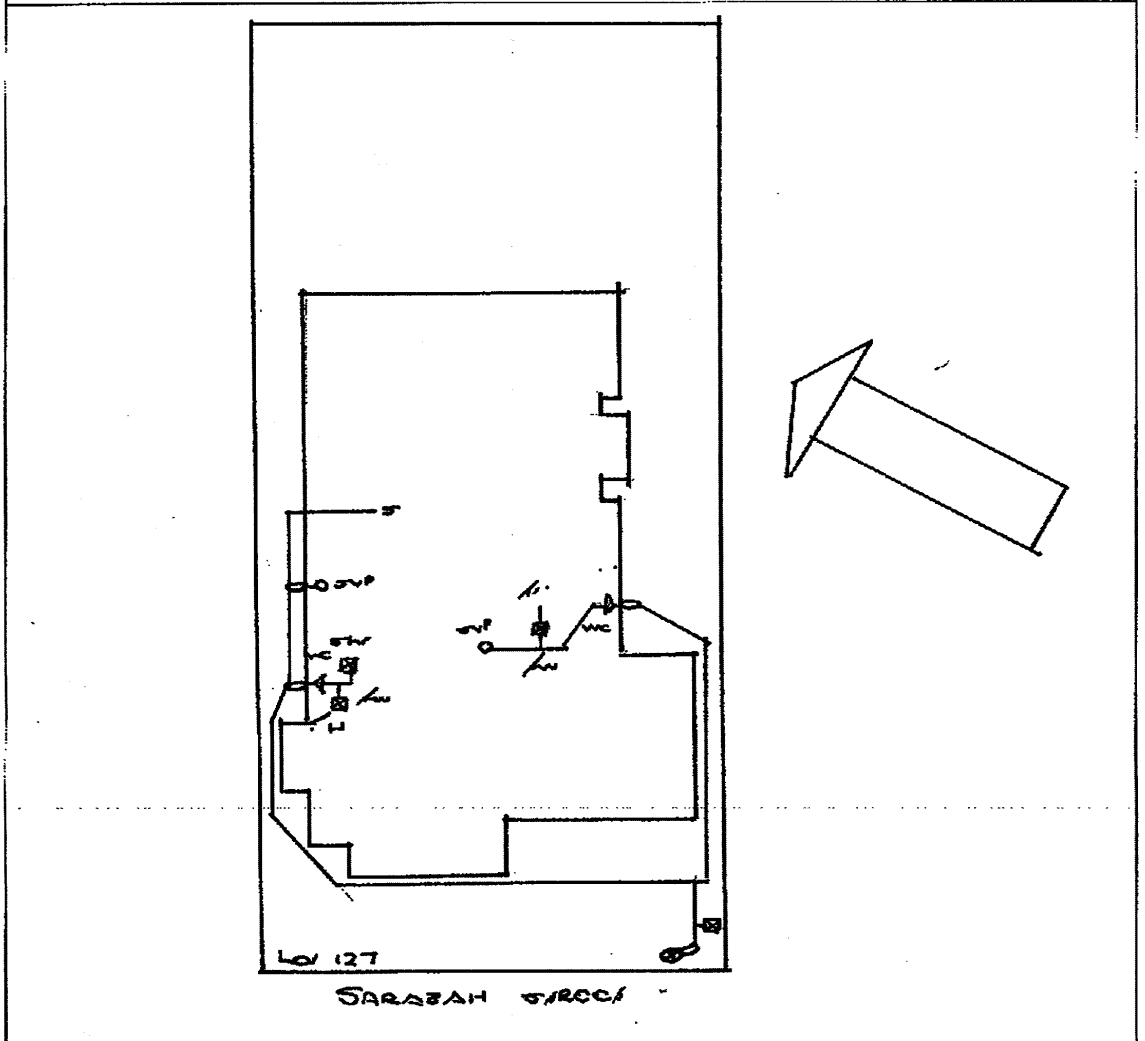
SEWER SERVICE DIAGRAM					
Lot No. <u>127</u>	DP No. <u>1178217</u>	House No. <u>19</u>	Street <u>SARABAH STREET</u>		
SUBURB OF <u>KOUYYILING</u>	LGA <u>Baulkham Hills</u>	SCALE <u>1:200</u>	SSD No. <u>7033891</u>		
Signature: <u>[Handwritten Signature]</u>	Now / COC No.	Date <u>15.10.14</u>			

<ul style="list-style-type: none"> Boundary Trap Inspection Shaft Inspection Opening Gully FW Vertical Junction Sloped Junction On Back Junction 	<ul style="list-style-type: none"> AAV Air Admittance Valve B Basin Bth Bath Waste Bld Bidet CO Clean Out FW Floor Waste Gully Shr Shower S Sink (kitchen) 	<ul style="list-style-type: none"> BS Sink (bar) (L) Trough (laundry) WC Water Closet Vert Vertical Pipe WS Waste Stack SVP Sewer Vent Pipe V Vent Pipe IPMF Induct Pipe Mica Flap 	<ul style="list-style-type: none"> Chamber Pit Grease Interceptor Pump Unit Onsite Treatment System Reflux Valve Capped Point Provisional (future) drain point
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NOTES:

- This diagram was supplied by the plumber/drainlayer whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

© State of New South Wales through NSW Fair Trading April 2014

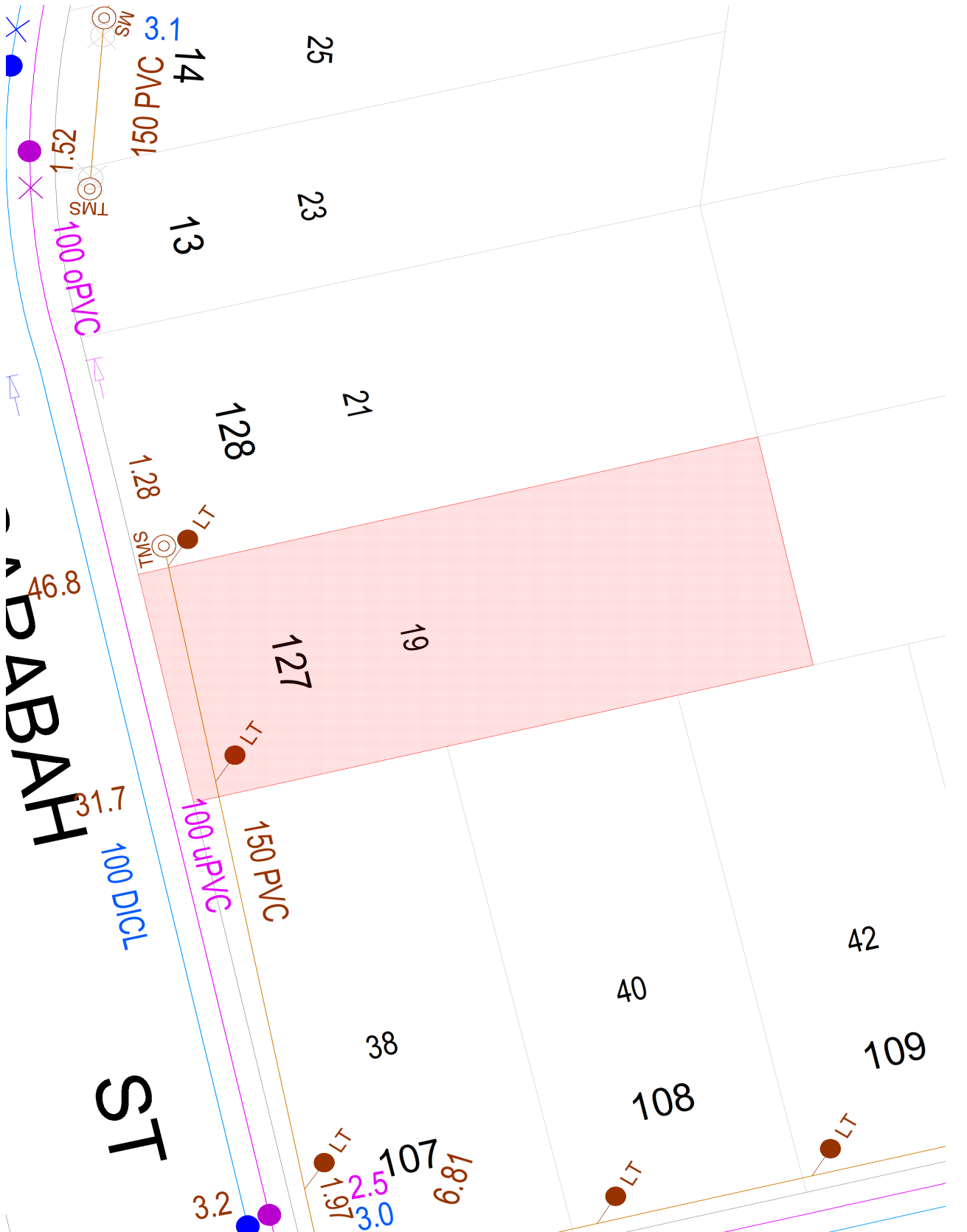


Document generated at 12-06-2025 09:50:42 AM

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**.

Service Location Print
Application Number: 8004373272



Document generated at 12-06-2025 09:50:58 AM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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