

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		phone fax ref
co-agent	Not Applicable	phone fax ref
vendor	GMR DEVELOPMENTS 02 PTY LTD (ACN 604 012 491) Level 18, Citigroup Centre, 2 Park Street, Sydney NSW 2000	
vendor's solicitor	MARSDENS LAW GROUP Level 1, 49 Dumaesq Street, Campbelltown NSW 2560 PO Box 291, Campbelltown NSW 2560 DX 5107 Campbelltown Email: akumar@marsdens.net.au	phone (02) 4626 5077 fax (02) 4626 4826 ref AXK:426371
date for completion	See Special Conditions	
land (address, plan details and title reference)	LOT , HYNDNS ROAD, BOX HILL Lot in an unregistered plan of subdivision of Lot 16 in Deposited Plan 1257984 (unregistered) which is part of an unregistered plan of subdivision of Lot 80A in Deposited Plan 11104 (registered) Part Folio Identifier 80A/11104 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 Foreign Person (see Special Conditions) Purchaser Guarantor purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer price \$ deposit \$ balance \$ contract date	<table border="0"> <tr> <td><input type="checkbox"/> blinds</td> <td><input type="checkbox"/> dishwasher</td> <td><input type="checkbox"/> light fittings</td> <td><input type="checkbox"/> stove</td> </tr> <tr> <td><input type="checkbox"/> built-in wardrobes</td> <td><input type="checkbox"/> fixed floor coverings</td> <td><input type="checkbox"/> range hood</td> <td><input type="checkbox"/> pool equipment</td> </tr> <tr> <td><input type="checkbox"/> clothes line</td> <td><input type="checkbox"/> insect screens</td> <td><input type="checkbox"/> solar panels</td> <td><input type="checkbox"/> TV antenna</td> </tr> <tr> <td><input type="checkbox"/> curtains</td> <td><input type="checkbox"/> other:</td> <td colspan="2"></td> </tr> </table> <input type="checkbox"/> THE PURCHASER IS NOT A FOREIGN PERSON <input type="checkbox"/> The Purchaser is a foreign person	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna	<input type="checkbox"/> curtains	<input type="checkbox"/> other:			phone fax ref Inclusive of GST (10% of the price, unless otherwise stated) (if not stated, the date this contract was made)
<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove															
<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment															
<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna															
<input type="checkbox"/> curtains	<input type="checkbox"/> other:																	

buyer's agent

vendor

witness

GST AMOUNT
The price includes GST.

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30) PEXA

Electronic transaction (clause 30) ☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

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

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

Land tax is adjustable ☐ NO ☒ yes

GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent

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

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

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: GMR DEVELOPMENTS 02 PTY LTD

Supplier's ABN: 51 604 012 491

Supplier's GST branch number (if applicable):

Supplier's business address: Yuchen.yang@goldmategroup.com

Supplier's email address: Level 18, Citigroup Centre, 2 Park Street, Sydney NSW 2000

Supplier's phone number: 02 9332 7810

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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

SPECIAL CONDITIONS

1 DEFINITIONS & INTERPRETATION

1.1 Interpretation

In the event of any inconsistency between the terms of these Special Conditions and the Printed Clauses these Special Conditions will apply to the extent of any inconsistency, including with respect to any defined terms.

1.2 Amendments to Printed Clauses

The Printed Clauses are amended as follows:

- (1) Printed Clause 7.1.1 is deleted.
- (2) Printed Clause 30.4.3 is amended by deleting the words “using the nominated ELN, unless the parties otherwise agree” with the words “using Property Exchange Australia (PEXA) as the nominated ELN”.

1.3 Definitions

The following definitions apply to terms used in these Special Conditions:

- Authority** means (as appropriate) any:
- (1) federal, state or local government; or
 - (2) department of any federal, state or local government; or
 - (3) any court or administrative tribunal; or
 - (4) statutory corporation or regulatory body.

- Claim** means:
- (1) against any person any allegation, action, demand, cause of action, suit, proceeding, judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise; or
 - (2) a party doing any of the following in relation to this Contract or any matter arising from it:
 - (a) seeking to rescind this Contract;
 - (b) seeking to delay Completion; or
 - (c) taking, making or raising any objection or requisition or claim for loss, damage or compensation or other relief.

- Completion** means completion of this Contract.

Special Conditions – Hynds Road, Box Hill

Completion Date	means the date specified in Special Condition 2.
Contract	means this Contract.
Deposit	means the deposit payable under this Contract as set out in the Particulars.
Deposit Holder	means the Vendor's Solicitor as set out in the Particulars.
Disclosure Statement	means the disclosure statement attached to this Contract as Annexure 1 .
Draft Plan	means the draft plan and draft section 88B instrument (if any) attached to the Disclosure Statement.
Encumbrance	<p>means an interest or power:</p> <ul style="list-style-type: none">(1) reserved in or over an interest in any asset; or(2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or(3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation. <p>Encumber means to grant an Encumbrance.</p>
Extended Date	has the same meaning ascribed to that term as in Special Condition 5.5.
Guarantor	means the guarantor referred to in the Particulars and in the Personal Guarantee referred to at Special Condition 23.
Land	means the land to be subdivided to create the Property as a separate lot.
Particulars	means the particulars set out on page 1 of this Contract.
Plan	means the Draft Plan registered with the Land Registry Services pursuant to which the Property is created.
Printed Clauses	means the standard printed clauses adopted by the Law Society of New South Wales and the Real Estate Institute of New South Wales (from time to time) and that form part of this Contract.
Property	means the land and improvements subject to this Contract.
Purchase Price	means the purchase price for the Property set out in the particulars.
Purchaser	means the Purchaser under this Contract as set out in the particulars.

Special Conditions – Hynds Road, Box Hill

Replaced Document	has the same meaning ascribed to that term as in Special Condition 5.8(1).
Replacement Document	has the same meaning ascribed to that term as in Special Condition 5.8(1).
Special Conditions	means these Special Conditions.
Sunset Date	means 31 December 2022 (or as extended in accordance with the terms of this Contract).
Vendor	means the Vendor under this Contract as set out in the particulars.

2 COMPLETION DATE

2.1 Completion Date

- (1) The Completion Date will be the later of:
 - (a) twenty one (21) days from the date of this Contract; and
 - (b) twenty one (21) days from the date the Vendor or the Vendor's solicitors provides to the Purchaser or the Purchaser's solicitor a copy of the registered Plan in accordance with Special Condition 5.3(2).
- (2) In the event that Completion does not take place by the Sunset Date (or as extended pursuant to Special Condition 5.5), then either party may rescind this Contract by written notice to the other party.

2.2 Settlement Default

If the Purchaser cancels settlement after appropriate arrangements have been made for Completion to take place, the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$150.00 (plus GST) as an adjustment on Completion for each cancellation.

3 DEPOSIT

3.1 Deposit less than 10%

- (1) The Vendor requires the Purchaser to pay the full amount of the Deposit under this Contract.
- (2) If requested by the Purchaser the Vendor may agree to accept the payment of the Deposit by way of installments as agreed between the parties.
- (3) If paragraph (2) applies:
 - (a) so much of the Deposit not paid by the Purchaser on the date of this Contract is a liquidated debt due and payable by the Purchaser to the Vendor; and
 - (b) that debt must be repaid to the Vendor on the earlier of:
 - (i) the Vendor becoming entitled to the Deposit under this Contract; and
 - (ii) Completion.

Special Conditions – Hynds Road, Box Hill

4 INVESTMENT OF DEPOSIT

4.1 Investment

- (1) The Vendor may elect, in its sole discretion, to invest the Deposit in accordance with this Special Condition 4.
- (2) The Purchaser consents and agrees to any investment of the Deposit by the Vendor in accordance with this Special Condition 4.
- (3) The parties authorise and direct the Deposit Holder to pay the Deposit into an unsecured interest bearing account with the Commonwealth Bank of Australia Limited, Queen Street, Campbelltown (**Account**).

4.2 Provision of TFN

The Purchaser:

- (1) must provide the Vendor with their tax file number or Australian Business Number on the date of this Contract to allow the Vendor to provide that number to Commonwealth Bank of Australia Limited; and
- (2) acknowledges that:
 - (a) if their tax file number or Australian Business Number is not quoted to the Vendor in accordance with paragraph (1); or
 - (b) they have not informed the Vendor that they are exempt from quoting such a number for the purpose of the investment of the Deposit,then:
 - (c) notwithstanding Special Condition 4.6, all of the interest credited to the Account will be the property of the Vendor and the Purchaser waives all entitlement to that interest; and
 - (d) the relevant financial institution will withhold income earned in the Account from the Purchaser.

4.3 Obligations of parties

The Vendor and the Purchaser will give all directions and do all such things as may be necessary to give effect to the provisions of this Special Condition 4.

4.4 Risk

The Vendor and the Purchaser acknowledge that the Deposit is invested at the risk of the party who becomes entitled to the Deposit on Completion, rescission or termination of this Contract (whichever occurs).

4.5 Closure of Account

Upon a party becoming entitled to the Deposit under this Contract, the Vendor and Purchaser authorise the Deposit Holder to close the Account and distribute the proceeds of it in accordance with Special Condition 4.6.

Special Conditions – Hynds Road, Box Hill

4.6 Entitlement to interest

Subject to Special Condition 4.2(2)(c), any interest credited to the Account will be and remain the property of:

- (1) the Vendor and the Purchaser in equal shares, if Completion occurs; or
- (2) the party who is legally entitled to receive the Deposit if Completion does not occur.

5 REGISTRATION OF THE DRAFT PLAN

5.1 When this Special Condition applies

This Special Condition 5 only applies where the Draft Plan has not been registered before the date of this Contract.

5.2 Conditional Contract

Completion of this Contract is subject to and conditional upon the registration of the Draft Plan by the NSW Land Registry Services by the Sunset Date or the Extended Date (as the case may be).

5.3 Obligations of the Vendor

The Vendor must:

- (1) use its reasonable endeavours to arrange for the registration of the Draft Plan by the Sunset Date; and
- (2) promptly notify the Purchaser in writing of that registration and provide a copy of the registered Plan.

5.4 Failure to register Draft Plan

Subject to section 66ZL of the *Conveyancing Act 1919 (NSW)*, if the Draft Plan is not registered by the Sunset Date or the Extended Date (as the case may be) then, subject to Printed Clause 29.9:

- (1) the Purchaser may rescind this Contract by notice in writing to the Vendor; and
- (2) the Vendor may, provided that it has used reasonable endeavours to procure registration of the Draft Plan, rescind this Contract by notice in writing to the Purchaser.

5.5 Extension of Sunset Date

If the registration of the Draft Plan is delayed by reason of:

- (1) the requirements of any Authority; or
- (2) any event beyond the reasonable control of the Vendor and which has not been caused by the Vendor,

then the Vendor may (acting reasonably) by notice in writing to the Purchaser extend the Sunset Date by the period of the delay (**Extended Date**).

5.6 Variations

- (1) The parties acknowledge that for the purposes of this Special Condition 5.6 that:

Special Conditions – Hynds Road, Box Hill

- (a) “a minor variation” is a change which does not substantially, detrimentally and permanently affect the Property; and
 - (b) “a minor reduction in the area of the Property” means a reduction of not more than five per cent (5%) in the area of the Property as shown on the Draft Plan and the Plan.
- (2) No Claim may to be made by the Purchaser in respect of:
 - (a) any minor variations or discrepancies in the position of the Property; and
 - (b) any minor reduction in the area or dimensions of the Property.
- (3) If there is or are one or more variations and/or discrepancies in relation to the Property which are not subject to paragraph (2), the Purchaser may rescind this Contract by notice in writing to the Vendor.
- (4) The Purchaser acknowledges that a minor variation or discrepancy in the position of the Property or a minor reduction in the area or dimensions of the Property is not a change such that the Purchaser:
 - (a) would not have entered into the Contract had the Purchaser been aware of the change; and
 - (b) would be materially prejudiced.for the purposes of section 66ZO and section 66ZP of the *Conveyancing Act 1919 (NSW)*.
- (5) The Purchaser must exercise the right of rescission in paragraph (3) within fourteen (14) days of notice in writing from the Vendor of:
 - (a) notification from the Vendor of the registration of the Draft Plan; or
 - (b) such earlier date that the Vendor notifies the Purchaser of the variation or reduction in area.
- (6) If the Purchaser does not exercise the right of rescission within the period referred to in paragraph (4) this Contract becomes binding in all respects as though such right of rescission had not been granted.

5.7 Further encumbrances

To the fullest extent permitted at law and subject to the terms of this Contract, the Vendor reserves the right to create such easements, positive covenants and restrictions as to user which are not shown on the Draft Plan but which:

- (1) the Vendor considers reasonably necessary; or
- (2) are required by any Authority.

5.8 Replacement of documents and plans

- (1) At any time prior to the registration of the Draft Plan, the Vendor may serve on the Purchaser a replacement (**Replacement Document**) of any document or plan attached to this Contract (**Replaced Document**).
- (2) From and including the day of service of a Replacement Document, the Replaced Document is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract in its place.

Special Conditions – Hynds Road, Box Hill

- (3) Subject to paragraph (4), the Purchaser may not make any Claim as a result of a Replaced Document being replaced by a Replacement Document.
- (4) If there is a difference between the Replaced Document and the corresponding Replacement Document which substantially, detrimentally and permanently affects the Property, the Purchaser may rescind this Contract by notice in writing to the Vendor.
- (5) The Purchaser must exercise the right of rescission in paragraph (4) within seven (7) days of after service of the Replacement Document.
- (6) If the Purchaser does not exercise the right of rescission within the period referred to in paragraph (5) this Contract becomes binding in all respects as though such right of rescission had not been granted.

6 ADJUSTMENTS

6.1 Council, water rates and land tax

- (1) If separate assessments of Council and/or water rates and/or land tax have not issued for the Property prior to Completion, those rates will be adjusted on the basis that the amounts set out below have been paid by the Vendor for each rating period during the term of this Contract.
 - (a) \$2,500.00 for Council rates per year;
 - (b) \$350.00 for water and sewerage rates per quarter year; and
 - (c) \$1,500.00 for land tax per calendar year.
- (2) The Vendor covenants to pay all such rates without delay after an assessment for them is issued.
- (3) The Purchaser will make no objection or claim for compensation nor delay completion in connection with the issue of payment of any such assessment of rates and there will be no readjustment of rates when the actual assessment issues.

6.2 Adjustment of Outgoings

If there is any error in the adjustment of outgoings required to be made on Completion then:

- (1) either party may, within thirty (30) business days of Completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and
- (2) the other party must pay any amount required to be paid to rectify the error within thirty (30) business days of being requested to do so by the other party.

7 INTEREST AND NOTICE TO COMPLETE

7.1 Interest

It is an essential term of this Contract that, in addition to the Purchase Price, the Purchaser must pay to the Vendor interest calculated at the rate of ten per cent (10%) per annum:

- (1) on the unpaid balance of the Purchase Price from the date which is the later of the Completion Date and the date on which the Vendor is ready willing and able to complete this Contract; and
- (2) calculated daily and compounded monthly.

Special Conditions – Hynds Road, Box Hill

7.2 Exception

The Purchaser is not required to pay interest under Special Condition 7.1 for the period after the Completion Date that the Purchaser is ready, willing and able to Complete but the Vendor is not.

7.3 Notice to Complete

If Completion does not take place by the Completion Date then:

- (1) the Vendor or Purchaser may, upon expiration of the time for completion, issue a notice to complete making the time for completion, in accordance with such notice, of the essence of this Contract; and
- (2) a period of fourteen (14) days following the date of service upon the Vendor, Purchaser or its solicitors (as applicable) of any such notice to complete is to be deemed to be a reasonable time for completion pursuant to that notice; and
- (3) where the Vendor issues a notice to complete the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$350.00 (plus GST) as an adjustment on Completion and as reimbursement of the Vendor's legal costs in having the notice to complete prepared and served.

8 AGENT

8.1 Warranty

The Purchaser warrants that it was not introduced to the Vendor or to the Property by any agent or employee of an agent other than the agent, if any, set out in the particulars.

8.2 Indemnity

- (1) If:
 - (a) the warranty set out in Special Condition 8.1 is breached; and
 - (b) as a result of that breach the Vendor is liable for the payment of any agent's commission arising from this Contract other than to the agent set out in the particulars, then

the Purchaser indemnifies the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission.

- (2) If the Purchaser must pay the Vendor any amount under Special Condition 8.2(1) then the amount paid will be deemed to be in addition to the Purchase Price.

9 NO REPRESENTATIONS

9.1 General

Subject to the provisions of Section 52A of the *Conveyancing Act 1919 (NSW)* the Purchaser acknowledges that:

- (1) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract; and

Special Conditions – Hynds Road, Box Hill

- (2) it has made all such enquires and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

9.2 Specific

The Purchaser further acknowledges that the Vendor, nor any person on its behalf has made any representation, promise or warranty as to:

- (1) any past or future income derived from the Property; or
- (2) the suitability of the Property for any particular purpose.

10 ENCUMBRANCES

- (1) The Purchaser is not entitled to require that any Encumbrance registered on the title of the Property be removed prior to Completion.
- (2) On Completion the Vendor will:
 - (a) provide to the Purchaser any form required to remove an Encumbrance from the title of the Property in registrable form; and
 - (b) will allow the cost of registration associated with any form provided under Special Condition as an adjustment to the Purchase Price.

11 DISCLOSURE AND PURCHASER CLAIMS

11.1 Entire Agreement

This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:

- (1) any negotiations or discussions held between the parties, their representatives or agents; and
- (2) the terms of any sales brochures or other documents issued prior to the execution of this Contract.

11.2 No warranty as to documents

- (1) The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this Contract or referred to in these Special Conditions.
- (2) The Purchaser cannot make any Claim because of any:
 - (a) matter disclosed or described in this Contract; or
 - (b) document attached to this Contract is incomplete or inaccurate.

11.3 Purchaser acquires subject to services

The Purchaser is not entitled to make any Claim by reason of:

- (1) any easements for inter-allotment drainage, easements to drain water, easements for services, easements for access, use, maintenance and construction of pipelines not disclosed in this Contract provided that any or all such easements are located as near as possible to the

Special Conditions – Hynds Road, Box Hill

boundaries of the Property, and when practicable parallel to the nearest boundary of the Property; and

- (2) any additional easements or restrictions required by any Authority.

provided that such matters do not materially prejudice the Purchaser in constructing a residential dwelling on the Property.

11.4 Enquiries and investigations

The Purchaser acknowledges that they have made all such enquiries and investigations as they deem appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

12 SERVICES

The Purchaser may not make any Claim:

- (1) whether or not the Property is subject to or built over (with or without the consent of any Authority) any Service;
- (2) whether or not the Property has the benefit of any rights or easements in respect of any Service or mains, pipes or connections for any Service;
- (3) in respect of any defects in any Service;
- (4) if any underground or surface stormwater drain passes through or over the Property;
- (5) should any manhole, vent or substation be on the Property; or
- (6) for any Service constructed between the date of this Contract and Completion, provided notice of it has been given to the Purchaser before Completion;

provided that such matters do not materially prejudice the Purchaser in constructing a residential dwelling on the Property.

13 NO CAVEAT

The Purchaser must not, at any time prior to Completion, register a caveat over the Land or the Property which has the effect of precluding registration of any plan, instrument, restriction, easement or right.

14 CLAIM FOR COMPENSATION

Any claim for compensation whether under Printed Clause 7 or otherwise is to be deemed to be a requisition for the purposes of Printed Clause 1.

15 NOTICES

15.1 Period of Notice

The parties acknowledge that a period of fourteen (14) days is a sufficient period for any notice issued under or pursuant to the provisions of this Contract.

Special Conditions – Hynds Road, Box Hill

15.2 Method of Service

In addition to the provisions of Printed Clause 20, service of any document under or relating to this Contract may be effected on a party or that party's solicitor:

- (1) if addressed to that party or to that party's solicitor at the respective addresses set out in the Particulars and posted by ordinary pre-paid post in which case service will be deemed to have been effected on the second business day following the date of posting; and
- (2) if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions; and
- (3) if sent by email to the email address of that party and/or that party's solicitor set out in the Particulars.

15.3 Time for Service by Facsimile

Any notice served by facsimile transmission in accordance with Special Condition 15.2(2), in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of dispatch provided that:

- (1) the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and
- (2) if the time of dispatch is later than 5.00pm in the place to which such facsimile transmission is sent it will be deemed to have been received at the commencement of business on the next business day in that place.

15.4 Time for Service by Email

Any notice served by email in accordance with Special Condition 15.2(3), in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of the email being sent provided that:

- (1) the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent; and
- (2) if the time of sending is later than 5.00pm in the place to which the email is sent, it will be deemed to have been received at the commencement of business on the next business day in that place.

16 NON-MERGER

Any term of this Contract which may operate after Completion does not merge on Completion.

17 RESCISSION OF CONTRACT

If a party is entitled to rescind this Contract the provisions of Printed Clause 19 apply to that rescission.

18 REQUISITIONS ON TITLE

- (1) The Purchaser agrees that the only form of general requisitions on title the Purchaser may make under Printed Clause 5 are in the form attached as **Annexure 2 (Requisitions)**.

Special Conditions – Hynds Road, Box Hill

- (2) The Vendor provides the answers to the Requisitions attached to this Contract as **Annexure 2**.
- (3) The Purchaser may not make any Claim in respect of any answer to the Requisitions.

19 DISCLOSURE STATEMENT

The Purchaser acknowledges that it has received the Disclosure Statement before it entered into this Contract which the Purchaser has read and understood.

20 FENCING

- (1) The Purchaser:
 - (a) cannot require the Vendor to erect or contribute to the cost of the erection of any dividing fencing or retaining wall works between the Property and any land adjoining it owned by the Vendor; and
 - (b) must ensure that any transferee of the Property cannot make a claim against the Vendor in relation to such cost.
- (2) This Special Condition does not merge on Completion.

21 RESIDENTIAL WITHHOLDING PAYMENT

21.1 When this Special Condition applies

This Special Condition 21 only applies if subdivision 14-E of Schedule 1 of the Taxation Administration Act 1953 (Cth) (TA Act) applies to the sale of the Property.

21.2 Definition

Any term used in this Special Condition 21 that is defined is to have the same meaning as set out in the Printed Clauses or the TA Act (as the case may be).

21.3 Residential Withholding Payment

The parties acknowledge and agree that:

- (1) the Vendor is deemed to have satisfied its obligations under the TA Act to serve written notification to the Purchaser by completing the tax information in the Contract;
- (2) the Purchaser has received written notification that it will be required under the TA Act to make a residential withholding payment (**GST RW Payment**) under this Contract on Completion;
- (3) provided the Purchaser has complied with its obligations under this Contract, the parties will adjust the balance payable by the Purchaser to the Vendor on Completion to allow for the GST RW Payment; and
- (4) the Purchaser must strictly deal with the GST RW Payment in accordance with this Special Condition 21.

21.4 Purchaser Warranty

The Purchaser warrants that it will comply with the obligations imposed upon it pursuant to the TA Act, including but not limited to:

Special Conditions – Hynds Road, Box Hill

- (1) completing and submitting the required:
 - (a) GST property settlement withholding notification form in accordance with section 16-150(2) of Schedule 1 of the TA Act (**Form 1 Notice**); and
 - (b) GST property settlement date confirmation form required to be submitted on Completion of this Contract (**Form 2 Notice**); and
- (2) payment of the GST RW Payment to the Australian Taxation Office by the required date.

21.5 Payment of GST RW Payment

- (1) Unless otherwise agreed in writing by the parties, the Purchaser must pay the GST RW Payment by electronic funds transfer to the account nominated by Australian Taxation Office through the electronic platform provided by Property Exchange Australia Limited (**PEXA**) on Completion.
- (2) The Purchaser must:
 - (a) submit to the Commissioner of Taxation a Form 1 Notice as soon as reasonably practicable after the date of this Contract;
 - (b) provide to the Vendor (or the Vendor's solicitor) a copy of the confirmation received from the Australian Taxation Office on lodgement of the Form 1 Notice which includes details of the lodgement reference number and payment reference number (**Confirmation Notice**); and
 - (c) on or before Completion:
 - (i) give to the Vendor a declaration by the Purchaser confirming that the details contained in the Confirmation Notice are true and correct; and
 - (ii) a written direction to the Vendor (or the Vendor's solicitor) authorising it to complete on behalf of the Purchaser the Form 2 Notice (as the Purchaser's representative).
- (3) The Purchaser will provide any other information reasonably requested in writing by the Vendor that it requires to meet any obligations under the TA Act.

21.6 Delay Settlement

If the Purchaser does not comply with this Special Condition, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this Special Condition 21.

21.7 Vendor's Right to retain

- (1) The parties agree that the Purchaser's payment of the GST RW Payment directly to the Australian Taxation Office will satisfy the Purchaser's obligation to pay a portion of the consideration under this Contract that is equal to that amount.
- (2) For the avoidance of doubt, to the extent that the Purchaser does not pay the GST RW Payment to the Australian Taxation Office, the Vendor retains the right to payment of the full consideration payable under this Contract.

Special Conditions – Hynds Road, Box Hill

21.8 Purchaser Indemnity

The Purchaser will indemnify the Vendor for any costs, interest and penalties incurred by the Vendor following a failure of the Purchaser to comply with its obligations under this Special Condition 21.

21.9 Acknowledgement

- (1) The Purchaser warrants to the Vendor that it has received independent taxation advice with respect to the Purchaser's obligations under this Special Condition 21 and the TA Act.
- (2) The Purchaser acknowledges that:
 - (a) any action undertaken on behalf of the Purchaser by the Vendor (as the Purchaser's representative) is administrative only; and
 - (b) the Vendor (or its nominee) does not profess to be providing any taxation advice or service to the Purchaser in any manner or form.
- (3) The Purchaser may not make any Claim, requisition or delay Completion on account of any matter or thing arising from this Special Condition 21.9.

22 FIRB APPROVAL

22.1 When this Special Condition applies

This Special Condition 22 only applies where the Purchaser is a "foreign person" within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**Act**).

22.2 Obligations of Purchaser

The Purchaser must, on or before the date of this Contract notify the Vendor if they are a "foreign person" within the meaning of the Act by marking the Particulars.

22.3 Treasurer's Approval

- (1) If the Purchaser informs the Vendor under Special Condition 22.2 that it is a "foreign person", the Purchaser must:
 - (a) apply to Treasurer of the Commonwealth of Australia for the approval to the acquisition of the Property within fourteen (14) days from the date of this Contract (**Approval**);
 - (b) obtain the Approval within thirty (30) days from the date of this Contract; and
 - (c) provide to the Vendor a copy of the Approval and any conditions attaching to the Approval.
- (2) In the event that the Purchaser is unable to obtain Approval within thirty (30) days from the date of this Contract, the Vendor may, in its sole discretion, rescind this Contract by written notice to the Purchaser.

23 Personal Guarantee

23.1 When this Special Condition applies

This Special Condition 23 only applies where the Purchaser is a corporation, other than a corporation listed on the Australian Stock Exchange.

Special Conditions – Hynds Road, Box Hill

23.2 Personal guarantee

- (1) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - (a) the payment of all money payable by the Purchaser under this Contract; and
 - (b) the performance of all the Purchaser's other obligations under this Contract.
- (2) The Guarantor also:
 - (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract; and
 - (b) must pay on demand from the vendor any money due to the Vendor under this indemnity.
- (3) The Guarantors, if more than one person and/or entity, are hereby jointly and severally liable with the Purchaser to the Vendor for:
 - (a) the Purchaser's performance of its obligations under this Contract; and
 - (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- (4) Until the Vendor has received all money payable to it under this Contract and the Purchaser and Guarantor have performed all of their obligations under this Contract, neither the Purchaser nor the Guarantor may:
 - (a) claim or receive the benefit of any dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up of a company or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor;

unless the amount to which the Vendor is entitled will not otherwise be reduced as a result.
- (5) The Guarantor must pay the Vendor, on written demand by or on behalf of the Vendor, all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this Special Condition 23.
- (6) The Guarantor's obligations hereunder are not affected if:
 - (a) the Vendor releases or enters into a composition with the Purchaser or a Guarantor if there be more than one Guarantor; and/or
 - (b) a payment made to the Vendor is later avoided; and/or
 - (c) the Vendor assigns or transfers the benefit of this Contract to another or others.

Special Conditions – Hynds Road, Box Hill

- (d) If the vendor assigns or transfers the benefit of this Contract, the Guarantor hereby acknowledges and agrees that the transferee receives the benefit of the Guarantor's obligations under this Special Condition 23.
- (7) The Guarantor's obligations under this Special Condition 23 are not released, discharged or otherwise affected by:
 - (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - (f) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (g) the winding-up of the Purchaser; or
 - (h) the death of any Guarantor.
- (8) The Guarantor guarantees to the Vendor the payment of all money due by the purchaser to the Vendor on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates as set out in the Contract.

Executed by the **Guarantor** in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Executed by the **Guarantor** in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Special Conditions – Hynds Road, Box Hill

24 Storing and Dumping Material and Waste

- (1) The Purchaser must not, and must ensure that any appointed builder or other agent does not, store or dump any materials or waste on any land outside of the Property.
- (2) If the Purchaser, or the Purchaser's builder or other agent, does store or dump any materials or waste on any land outside of the Property, the Vendor may, at the Purchaser's cost, remove the materials or waste. Any costs incurred by the Vendor to remove the materials or waste will comprise a debt owed by the Purchaser to the Vendor.

25 No sale or transfer without Vendor's consent

- (1) The Purchaser must not transfer, sell, enter into or purport to enter into any agreement to transfer or sell the Property, or any interest in the Property, to any person at any time on or prior to Completion of this Contract without the consent of the Vendor.
- (2) The Vendor's consent under Special Condition 25 may be withheld, granted conditionally or granted unconditionally, in the Vendor's absolute discretion.

26 Vendor not Registered Proprietor

26.1 Vendor not registered proprietor

The Vendor discloses and the Purchaser acknowledges that the Vendor:

- (1) is not the registered proprietor of the Property as at the date of this Contract; and
- (2) has entered into an agreement with Caroline Elena Pellizzer (**Original Owner**) to acquire the Property.

26.2 Conditional Contract

- (1) Completion is conditional upon the Vendor completing the agreement to purchase the Property from the present registered proprietor by the Completion Date.
- (2) If the Vendor is unable to become the registered proprietor of the Property for any reason on or before the Completion Date (including but not limited to any rescission or termination of the agreement with the Original Owner to acquire the Property), then the Vendor may rescind this Contract by notice in writing to the Purchaser.

26.3 Transfer in registrable form

- (1) The Purchaser acknowledges and agrees that the settlement of the acquisition of the Property by the Vendor may be effected simultaneously with the purchase of the Property by the Purchaser and that the Vendor may hand to the Purchaser a transfer in registrable form from the present registered proprietor in favour of the Vendor as well as a further transfer from the Vendor as transferor to the Purchaser pursuant to this Contract.
- (2) The Vendor will make an allowance in favour of the Purchaser on Completion in relation to any registration fees imposed by the NSW Land Registry Services Office regarding the registration of the transfer of the Property between the present registered proprietor and the Vendor.

ANNEXURE 1 – DISCLOSURE STATEMENT

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	GMR DEVELOPMENTS 02 PTY LTD (ACN 604 012 491)		
PROPERTY	Lot , Hynds Road, Box Hill		
TITLE STRUCTURE			
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:		
DETAILS			
Completion	The later of 21 days from the date of the Contract and 21 days after the vendor's solicitor provides a copy of the registered Plan of Subdivision	Refer to clause(s):	Special Condition 2
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Special Conditions 5.2 and 5.5
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest for late settlement and Notice to Complete – Special Conditions 7.1 and 7.3(3)
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	195/2019/ZA/A
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	The Hills Shire Council
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	If the Draft Plan is not registered by the Sunset Date (or as extended by Special Condition 5.5), either party may rescind the Contract – see Special Conditions 2.1(2) and 5
ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)			
The following prescribed documents are included in this disclosure statement (select all that apply).			
<input checked="" type="checkbox"/> draft plan <input type="checkbox"/> draft community / precinct / neighbourhood / management statement			
<input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> draft community / precinct / neighbourhood / development			
<input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata management statement			
<input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft building management statement			
<input type="checkbox"/> draft strata development contract			



SCIMS

<p>SURVEYOR</p> <p>Name: AILESH MARY MACGILLICUDDY D.J. HORE PTY LIMITED</p> <p>Date: -</p> <p>Reference: 1832</p>	<p>PLAN OF SUBDIVISION OF LOT 80A IN DP 11104</p>	<p>LGA: THE HILLS SHIRE</p> <p>Locality: BOX HILL</p> <p>Reduction Ratio: 1:1500</p> <p>Lengths are in metres.</p>	<p>REGISTERED</p>	<p>PPN DP 1257984</p>
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 Sheet(s)
<p style="text-align: right;">OFFICE USE ONLY</p> <p>Registered:</p> <p>Title System:</p>		<p style="text-align: right;">OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> PRELIMINARY ONLY DATE: 18.03.2020 NOT SUITABLE FOR LODGEMENT AT NSW LRS </div>
<p>PLAN OF SUBDIVISION OF LOT 80A IN DP 11104</p>		<p>LGA: THE HILLS SHIRE</p> <p>Locality: BOX HILL</p> <p>Parish: NELSON</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, AILESH MARY MACGILLICUDDY of D.J. HORE PTY LIMITED UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on - , or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**) - was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed - was complied in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban / *Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous</p> <p>Signature: Dated: -</p> <p>Surveyor Identification No: 8890</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inapplicable words. **Specify the land actually surveyed or specify any land shown in the plan that is not part of the subject of the survey.</small></p>		<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:.....</p> <p>Date:.....</p> <p>File Number:.....</p> <p>Office:.....</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person / *General Manager / *Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:.....</p> <p>Accreditation number:</p> <p>Consent Authority:..... THE HILLS SHIRE COUNCIL</p> <p>Date of Endorsement:.....</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p> *Strike through if inapplicable</p>
<p>Plans used in the preparation of survey/compilation</p> <p>DP 10157</p> <p>DP 11104</p> <p>DP 712726</p> <p>DP 1239591</p> <p>DP 1253080</p> <p>DP 1249206</p> <p>DP 1255278</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/ resume land.</p>
<p>Surveyor's Reference: 1832</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

OFFICE USE ONLY	OFFICE USE ONLY
Registered:	<div style="border: 1px solid black; padding: 5px; text-align: center;"><u>PRELIMINARY ONLY</u> DATE: 18.03.2020 NOT SUITABLE FOR LODGEMENT AT NSW LRS</div>
PLAN OF SUBDIVISION OF LOT 80A IN DP 11104	
Subdivision Certificate Number: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses- See 60(c) <i>SSI Regulation 2017</i>.• Statements of intention to create and release affecting interests in accordance with Section 88B <i>Conveyancing Act 1919</i>• Signatures and Seals - see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

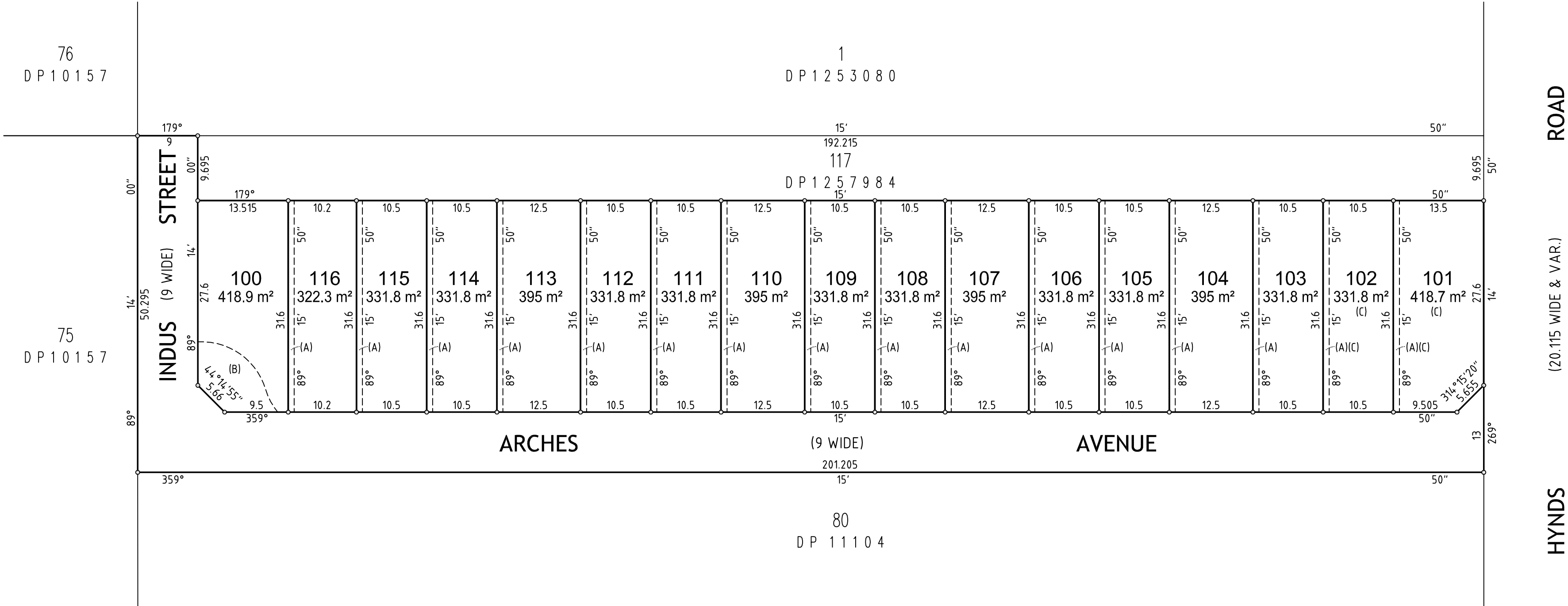
'STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE'.

CONSENT OF OWNER:

CONSENT OF MORTGAGEE:

If space is insufficient use additional annexure sheet

PRELIMINARY PLAN ONLY
DATE: 18.03.2020
NOT SUITABLE FOR LODGEMENT AT NSW LRS.
LOT DIMENSIONS AND AREAS ARE SUBJECT TO
FINAL SURVEY & REGISTRATION AT NSW LRS.
EASEMENT WIDTHS AND LOCATIONS ARE
SUBJECT TO FINAL DESIGN, COUNCIL
APPROVAL & REGISTRATION AT NSW LRS.



<div>SURVEYOR</div> <div>Name: DARREN JOHN HORE</div> <div>Date: -</div> <div>Reference: 1832</div> <div>D.J. HORE PTY LIMITED</div>	PLAN OF SUBDIVISION OF LOT 116 IN DP 1257984	<div>LGA: THE HILLS SHIRE</div> <div>Locality: BOX HILL</div> <div>Reduction Ratio: 1:500</div> <div>Lengths are in metres.</div>	REGISTERED	PPN DP 1246428
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 Sheet(s)
<p style="text-align: right;">OFFICE USE ONLY</p> <p>Registered:</p> <p>Title System:</p>		<p style="text-align: right;">OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <u>PRELIMINARY ONLY</u> DATE: 18.03.2020 NOT SUITABLE FOR LODGEMENT AT NSW LRS </div>
<p>PLAN OF SUBDIVISION OF LOT 116 IN DP 1257984</p>		<p>LGA: THE HILLS SHIRE</p> <p>Locality: BOX HILL</p> <p>Parish: NELSON</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, DARREN JOHN HORE of D.J. HORE PTY LIMITED UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on , or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**) - was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed - was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'.....</p> <p>Type: *Urban / *Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous</p> <p>Signature: Dated: -</p> <p>Surveyor Identification No:101.....</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inapplicable words. **Specify the land actually surveyed or specify any land shown in the plan that is not part of the subject of the survey.</small></p>		<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:.....</p> <p>Date:.....</p> <p>File Number:.....</p> <p>Office:.....</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person / *General Manager / *Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:.....</p> <p>Accreditation number:</p> <p>Consent Authority:.....THE HILLS SHIRE COUNCIL.....</p> <p>Date of Endorsement:.....</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p> *Strike through if inapplicable</p>
<p>Plans used in the preparation of survey/compilation</p> <p>DP 1253080</p> <p>DP 1257984</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/ resume land.</p>
<p>Surveyor's Reference: 1832</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

OFFICE USE ONLY	OFFICE USE ONLY
Registered:	<div style="border: 1px solid black; padding: 5px; text-align: center;"><u>PRELIMINARY ONLY</u> DATE: 18.03.2020 NOT SUITABLE FOR LODGEMENT AT NSW LRS</div>
PLAN OF SUBDIVISION OF LOT 116 IN DP 1257984	
Subdivision Certificate Number: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses- See 60(c) <i>SSI Regulation 2017</i>.• Statements of intention to create and release affecting interests in accordance with Section 88B <i>Conveyancing Act 1919</i>• Signatures and Seals - see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

- 1) EASEMENT FOR REPAIRS 0.9 WIDE. (A)
- 2) RIGHT OF ACCESS VARIABLE WIDTH. (B)
- 3) EASEMENT FOR DRAINAGE OF WATER. (C) (AFFECTS ENTIRE LOT)
- 4) RESTRICTION ON THE USE OF LAND.
- 5) POSITIVE COVENANT.
- 6) RESTRICTION ON THE USE OF LAND.

If space is insufficient use additional annexure sheet

OFFICE USE ONLY

OFFICE USE ONLY

Registered:

PLAN OF SUBDIVISION OF LOT 116 IN
DP 1257984PRELIMINARY ONLY

DATE: 18.03.2020

NOT SUITABLE FOR LODGEMENT AT NSW LRS

Subdivision Certificate Number:

Date of Endorsement:

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

- A schedule of lots and addresses- See 60(c) *SSI Regulation 2017*.
- 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.

CONSENT OF OWNER:CONSENT OF MORTGAGEE:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1832

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

(Lengths are in metres)

(Sheet 1 of 5 sheets)

PLAN:

Plan of Subdivision of Lot 116 in DP 1257984
covered by Council's Certificate No.
Dated:

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

Goldmate
Level 18, Citygroup Centre
2 Park Street, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement for Repairs 0.9 Wide. (A)	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116	102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 100
2	Right of Access Variable Width. (B)	100	The Hills Shire Council
3	Easement for Drainage of Water. (C) (Affects Entire Lot)	101 & 102	The Hills Shire Council
4	Restriction on the Use of Land.	101 & 102	The Hills Shire Council
5	Positive Covenant.	101 & 102	The Hills Shire Council
6	Restriction on the Use of Land.	100 - 116 inclusive	The Hills Shire Council

Approved by Council
Authorised Officer

PLAN:

Plan of Subdivision of Lot 116 in DP 1257984
covered by Council's Certificate No.
Dated:

PART 2 (Terms)

1. Terms of Easement numbered 1 in the abovementioned plan

An Easement for Repairs as set out in Schedule 8, Part 5 of the Conveyancing Act 1919, as amended, together with the following addition:

1. The grant of this Easement is made subject to the existence of, and the right of the owner of the lot burdened to construct, eaves and guttering from the structure on the lot burdened, that overhang the site of the Easement.
2. The grant of this Easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the Easement including installing a security gate at the entrance to the site of the Easement from the front of the building structure on the lot burdened.

Name of Person or Authority whose consent is required to release, vary or modify the Easement numbered 1 in the abovementioned plan is the Registered Proprietor of every Lot benefited by the Easement.

2. Terms of Easement numbered 2 in the abovementioned plan

A Right of Access as set out in Schedule 4A, Part 11 of the Conveyancing Act 1919, as amended together with the following addition:

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.
2. The Easement site is made accessible to the public.
3. The Easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Authority whose consent is required to release, vary or modify the Easement numbered 2 in the abovementioned plan is The Hills Shire Council.

3. Terms of Easement numbered 3 in the abovementioned plan

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended, together with the following addition:

1. The easement will be extinguished upon the removal of the temporary stormwater management measures to which it relates. The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate, dated.....

Name of Authority whose consent is required to release, vary or modify the Easement numbered 3 in the abovementioned plan is The Hills Shire Council.

PLAN:

Plan of Subdivision of Lot 116 in DP 1257984
covered by Council's Certificate No.
Dated:

4. Terms of Restriction numbered 4 in the abovementioned plan

1. The registered proprietor shall not make or permit or suffer the making of any alterations to the temporary stormwater management measures constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.
2. The registered proprietor 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 removed the temporary stormwater management measures have been removed complying with the requirements of The Hills Shire Council.

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate, dated

Name of Authority whose consent is required to release, vary or modify the Restriction numbered 4 in the abovementioned plan is The Hills Shire Council.

5. Terms of Positive Covenant numbered 5 in the abovementioned plan

The registered proprietor(s) covenant as follows with the Council benefited in respect to the temporary stormwater management measures constructed on the lots(s), that they will:

- a) Keep the temporary stormwater management measures clean and free from silt, rubbish and debris;
- b) Maintain and repair the temporary stormwater management measures at the sole expense of the registered proprietor(s), so that they function in a safe and efficient manner, until they are no longer required and can be removed complying with the requirements of The Hills Shire Council.

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate, dated

Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 5 in the abovementioned plan is The Hills Shire Council.

6. Terms of Restriction numbered 6 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.

Name of Authority whose consent is required to release, vary or modify the Restriction numbered 6 in the abovementioned plan is The Hills Shire Council.

(Lengths are in metres)

(Sheet 4 of 5 sheets)

PLAN:

Plan of Subdivision of Lot 116 in DP 1257984
covered by Council's Certificate No.
Dated:

SIGNATURES

Consent of Owner:

Consent of Mortgagee:

DRAFT

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 5 of 5 sheets)

PLAN:

Plan of Subdivision of Lot 116 in DP 1257984
covered by Council's Certificate No.
Dated:

SIGNATURES

The Hills Shire Council by its authorised delegate pursuant to s.377 Local Government Act 1993

.....
Signature of Delegate

.....
Name of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

.....
Signature of Witness

.....
Name of Witness

.....
.....
.....
Address of Witness

Approved by Council
Authorised Officer

ANNEXURE 2 – REQUISITIONS AND REPLIES

FromPurchasers Solicitor

ToVendors Solicitor

Date:

REQUISITIONS ON TITLE

2008 EDITION

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

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
<p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26. If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
32. In the case of Old System Title land:- (a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion. (b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement. (d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.	
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.	
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Written evidence should be provided at settlement of its non-revocation.	
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?	
36. Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.	
37. Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.	
38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	
39. The Vendor must comply with Clause 4.2.	
40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.	
41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	

DISCLAIMER

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsman for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

.....
Solicitor for Vendor

Answers to Requisitions

1. Noted.
2. Noted.
3. Refer to contract.
4. Refer to contract.
5. No.
6. (a) – (b) No.
7. No.
8. (a) – (b) No.
9. No.
10. No.
11. (a) – (f) Not Applicable
12. Yes.
13. Not Applicable.
14. This alleged right is not admitted.
15. (a) No, as to predecessor Vendor has no knowledge.
(b) No.
16. Noted.
17. No.
18. No.
19. No.
20. (a) – (c) Noted.
21. No.
22. (a) – (c) Refer to contract.
23. No.
24. (a) – (h) The Purchaser to rely on own enquiries.
25. (a) – (d) No.
26. (a) – (c) Not applicable.
27. Purchaser should rely on own enquiries.
28. (a) – (d) Not Applicable.
29. (a) – (f) No.
30. No.
31. (a) – (d) Not applicable.
32. (a) – (d) Not Applicable.
33. No.
34. (a) – (b) Noted.
35. Purchaser to rely on own enquiries.
36. (a) – (b) Not applicable.
37. (a) Not applicable.
(b) No.
38. No.
39. Noted.
40. Noted.
41. Noted.

PRESCRIBED DOCUMENTS



FOLIO: 80A/11104

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/3/2020	4:05 PM	3	15/11/2012

LAND

LOT 80A IN DEPOSITED PLAN 11104
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP11104

FIRST SCHEDULE

CAROLINE ELENA PELLIZZER (T AH368699)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: PP DP1246428 PP DP1257984.

*** END OF SEARCH ***



I, Henry Ferdinand Halloran of Sydney Licensed Surveyor specially licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries & measurements shown in this plan are correct for the purposes of the said Act, and that the survey of the land to which the plan relates has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act.

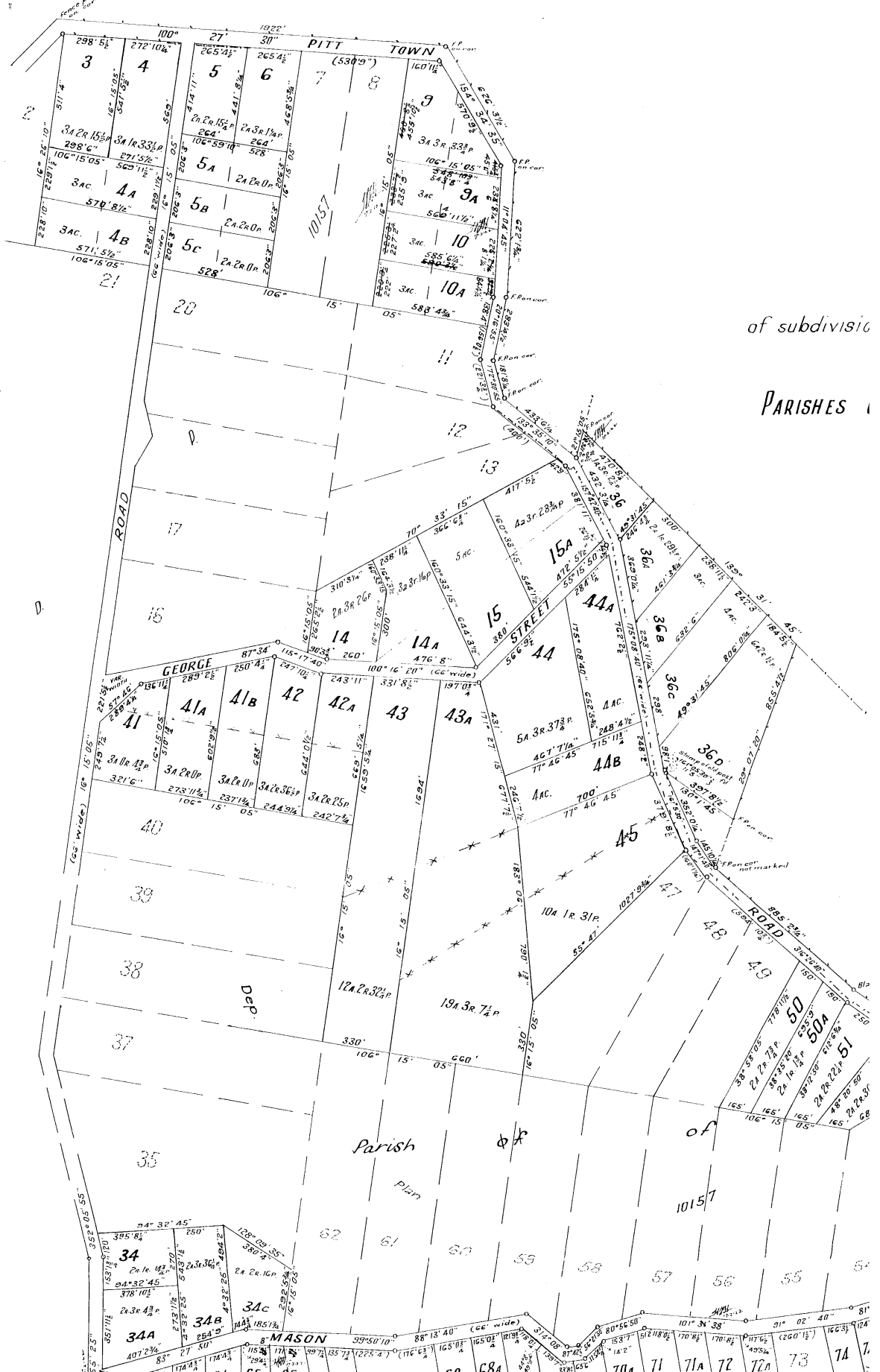
Henry F. Halloran
 Licensed Surveyor

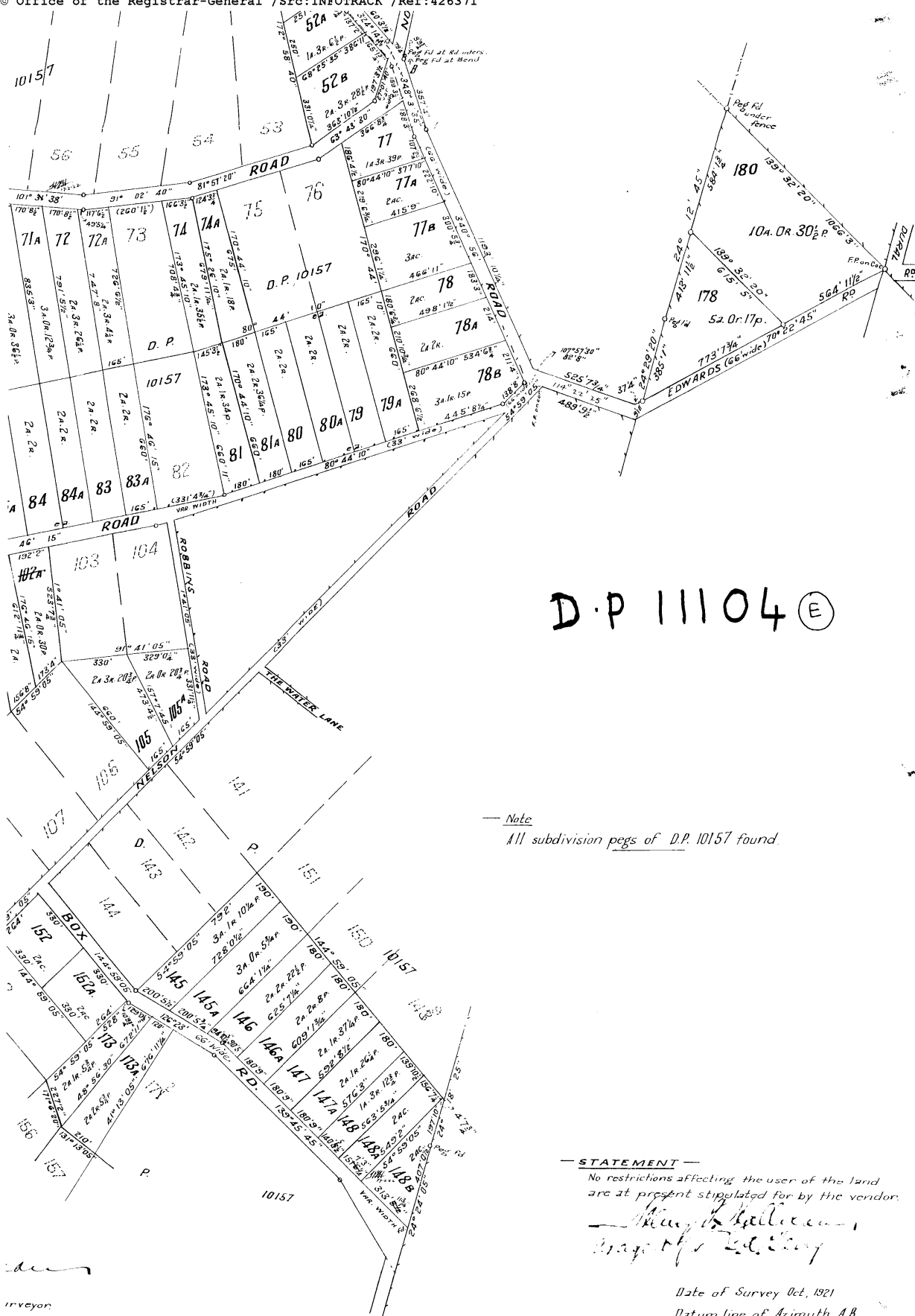
Subscribed and declared before me
 at Sydney this 26th day of October 1921

J. W. W. W.

DP 11104 (E)

Shire of Baulkham Hills D.P. 11104 (E)
A.776754 24.1.22.





D.P. 11104 (E) D.P. 11104

PLAN

of subdivision of Lots 3 to 6, 9, 10, 14, 15, 34, 36, 41 to 46, 50 to 52, 63 to 66, 68 to 72, 74, 77 to 81, 83 to 85

89, 90, 102, 105, 122, 145 to 148, 152, 173 ~~178~~ and other land

— D. P. 10157 —

PARISHES OF ST MATTHEW AND NELSON COUNTY OF CUMBERLAND

— SCALE 400 ft to one inch —



[illegible]



PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **105076**
Reference: 426371:161212
Issue Date: 11 March 2020
Receipt No: 6241460
Fee Paid: \$ 53.00

ADDRESS: 7 Hynds Road, BOX HILL NSW 2765
DESCRIPTION: Lot 80A DP 11104

The land is zoned:
Zone R2 Low Density Residential

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

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

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

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2019 does not apply to the carrying out of development on the land.

State Environmental Planning Policies

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

SEPP (Sydney Region Growth Centres) 2006
 (refer www.legislation.nsw.gov.au)

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

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

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

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

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy
Draft State Environmental Planning Policy (Short-term Rental
Accommodation) 2019
Draft Activation Precincts State Environmental Policy
Proposed Amendment to State Environmental Planning Policy (Sydney
Region Growth Centres) 2006.

Refer Attachment 1(2)(B)

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

**The Hills Development Control Plan 2012
Box Hill Development Control Plan**

(<http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area/Box-Hill-and-Box-Hill-Industrial>)

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

2. Zoning and land use under relevant LEPs

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

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

The Hills Local Environmental Plan 2019 does not apply. Refer Part 2A of this Certificate.

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions
regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions
regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or

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

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

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

Zone R2 Low Density Residential

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 – (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land and identifies the land to be:

Zone R2 Low Density Residential

Refer Attachment 1(2)(B)

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

YES

Part 4 **Principal development standards** of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R2 Low Density Residential, R3 Medium Density Residential or R4 High Density Residential.

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

Refer Attachment 1(2)(B)

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. Complying Development

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

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

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

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

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

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

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

4, 4A (Repealed)

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

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

NO

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

5. Mine subsidence

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

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

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

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

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

(i) Landslip

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

NO

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

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

NO

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

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

NO

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

(ii) Bushfire

YES

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

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

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

(iii) Tidal inundation

NO

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls information

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

NO

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

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

NO

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

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

8. Land reserved for acquisition

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

**15 - BOX HILL (KILLARNEY CHAIN OF PONDS)
THE HILLS SECTION 7.12
DRAFT 15 - BOX HILL**

9A. Biodiversity certified land

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

YES

The land is identified as a certified area on the North West Growth Centre – Biodiversity Certification map. This is the map referred to in the Biodiversity Certification Order conferred on State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

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

10. Biodiversity stewardship sites

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

NO

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

10A. Native vegetation clearing set asides

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

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

NO

12. Property vegetation plans

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

NO

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

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

NO

14. Directions under Part 3A

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

NO

15. Site compatibility certificates and conditions for seniors housing

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

NO

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

NO

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

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

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

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

NO

18. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

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

20. Loose-fill asbestos insulation

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

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

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

21. Affected building notices and building product rectification orders

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

NO

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

NO

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

NO

(3) In this clause:

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

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

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

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

NO

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

NO

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

NO

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

NO

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

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

ATTACHMENT 1(2)(B)**The North West Priority Growth Area Land Use and Infrastructure Implementation Plan**

The North West Priority Growth Area Land Use and Infrastructure Implementation Plan was released for public exhibition on Monday 15 May 2017. The Implementation Plan updates the planning framework for the North West Priority Growth Area (formally known as the North West Growth Centre) in light of the extent of urban development and demand for housing that has occurred since the release of the North West Growth Centre Structure Plan in 2006.

The Implementation Plan would be brought into effect by amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006, associated Development Control Plans and Section 117 Ministerial Direction.

The key proposed changes to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 for North Kellyville and Box Hill include:

- Introduction of minimum and maximum densities for all residential areas that have been rezoned under the SEPP; and
- Set minimum subdivision lot sizes in all residential areas that have been rezoned under the SEPP and some residential land uses consistent with the standard instrument Local Environmental Plan.

NOTE: The above details are in keeping with the exhibited planning proposal. Please note that changes to the proposal may be made post exhibition. The current status and details of the proposal can be viewed at NSW Department of Planning & Environment at <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Growth-Area/Key-actions-and-documents>

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

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

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

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

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

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

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and

details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building' menu bar, then 'Application Tracking'.

ATTACHMENT 2(B)

STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 11 THE HILLS GROWTH CENTRE PRECINCTS PLAN)

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

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 allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Studio dwellings

4 Prohibited

Any development not specified in item 2 or 3.

NOTE: This land use table should be read in conjunction with the Dictionary at the end of STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 which defines words and expressions for the purpose of the plan.

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

ATTACHMENT 2(B1)

A **proposed environmental planning instrument** applies to the land and identifies the land to be:

STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 11 THE HILLS GROWTH CENTRE PRECINCTS PLAN)

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

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 allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Studio dwellings

4 Prohibited

Any development not specified in item 2 or 3.

NOTE: This land use table should be read in conjunction with the Dictionary at the end of STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 which defines words and expressions for the purpose of the plan.

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

