

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Silverstone Real Estate ABN 56 150 880 774</b> <b>PO Box 3835, ROUSE HILL NSW 2155</b>	<b>Phone: 1300 747 687</b>
co-agent	<b>Byton Realty Group</b> <b>406/480 Pacific Highway, St Leonards, NSW 2065</b>	<b>Phone: 1300 866 018</b> <b>Fax: 8068 0212</b>
vendor	<b>Box Hill The Boundary Pty Limited ACN 606 423 714 as trustee for Box Hill The Boundary Trust</b> <b>24 Durack Crescent, Norwest, NSW 2153</b>	
vendor's solicitor	<b>Rawson Legal Pty Limited</b> <b>Level 7, 5 Rider Boulevard, Rhodes NSW 2138</b> <b>PO Box 3099 Rhodes NSW 2138</b> <b>DX 23814 Strathfield</b>	<b>Phone: 8765 5624</b> <b>Email: neala.fraser@rawson.com.au</b> <b>Fax: 8362 9997</b> <b>Ref: NF:20161822</b>
date for completion	<b>Refer to Special Condition 51</b>	(clause 15)
land (address, plan details and title reference)	<b>Lot 222 (#73) Eden Garden Stage 2, Pimlico Street, Box Hill, New South Wales 2765</b> <b>Registered Plan: Lot 222 Plan DP 1214870</b> <b>Folio Identifier 222/1214870</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: <b>Vacant Land</b>	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions

exclusions

purchaser

purchaser's solicitor

**Phone:**  
**Email:**  
**Fax:**  
**Ref:**

price

deposit

balance

(10% of the price, unless otherwise stated)

contract date

(if not stated, the date this contract was made)

buyer's agent

REFER TO EXECUTION ANNEXURE

**Vendor**

**GST AMOUNT** (optional)

The price includes

GST of: \$

**witness**

REFER TO EXECUTION ANNEXURE

**purchaser**

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

**witness**



---

## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of Fernandez Lawyers, \_\_\_\_\_, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Lot 222 (#73) Eden Garden Stage 2, Pimlico Street, Box Hill**, from **Box Hill The Boundary Pty Limited ACN 606 423 714 as trustee for Box Hill The Boundary Trust** to **Jay Ross Data Pajares** in order that there is no cooling off period in relation to that contract;
3. I do not act for **Box Hill The Boundary Pty Limited ACN 606 423 714 as trustee for Box Hill The Boundary Trust** and am not employed in the legal practice of a solicitor acting for **Box Hill The Boundary Pty Limited ACN 606 423 714 as trustee for Box Hill The Boundary Trust** nor am I a member or employee of a firm of which a solicitor acting for **Box Hill The Boundary Pty Limited ACN 606 423 714 as trustee for Box Hill The Boundary Trust** is a member or employee; and
4. I have explained to **Jay Ross Data Pajares**:
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

---



---

**EXECUTION ANNEXURE**

VENDOR: Box Hill The Boundary Pty Limited ACN 606 423 714 as trustee for Box Hill The Boundary Trust

PURCHASER: JAY ROSS DATA PAJARES

PROPERTY: Lot 222 (#73) Eden Garden Stage 2, Pimlico Street, Box Hill

**Executed** for an on behalf of **Box Hill The Boundary Pty Limited ACN 606 423 714** in accordance with section 127 of the Corporations Act 2001 (Cth):

---

Xin Li  
Sole Director/Secretary

**Executed** for an on behalf of **Rivantage Pty Ltd ACN 637 771 192** in accordance with section 127 of the Corporations Act 2001 (Cth):

---

Ninder Sidhu  
Sole Director/Secretary

---



**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):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

Supplier's name:

**Box Hill The Boundary Trust**

Supplier's ABN:

**45 948 958 762**

Supplier's business address:

**PO Box 3835 Rouse Hill NSW 2155**

Supplier's email address:

[cissy.wei@silverstonegroup.com.au](mailto:cissy.wei@silverstonegroup.com.au)

Supplier's phone number:

**0433 680 887**Supplier's proportion of **GSTRW payment**:**= 7% of the Price (\$30,940.00)****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **= 7% of the Price (\$30,940.00)**Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

## List of Documents

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

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

Not Applicable

**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:
 

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

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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

**10 Restrictions on rights of purchaser**

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

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

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

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

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

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

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

## **26 Crown purchase money**

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

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

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

73 Pimlico Street BOX HILL NSW 2765



## **SPECIAL CONDITIONS**

### **33. State of Repair, etc**

The property is sold in its present state of repair and the Purchaser may not make any objections, requisitions or claim for compensation on account of:

- (i) any defects in the property of which the Purchaser is or ought, reasonably on inspection, to have been aware;
- (ii) Any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of any furnishings, inclusions and chattels included in the property occurring after the date of this Contract; or
- (iii) the state of repair of the improvements on the property or any minor real or apparent breaches of the Local Government Act or ordinances; or
- (iv) any minor encroachments by or upon the property.

### **34. Claim for Compensation**

Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under Clause 6 or otherwise shall be deemed to be reasonable grounds for the purpose of Clause 8 entitling the vendor to rescind.

### **35. Completion**

#### **35.1 Notice to complete**

- (1) Despite any other provision in the contract, 14 days from the time a notice to complete is served is a reasonable time for completion under that notice. In addition to the default interest charged in accordance with clause 34.2, the purchaser also agrees to pay as an adjustment on settlement the sum of two hundred and seventy five dollars (\$275) GST inclusive to cover the legal costs and other expenses incurred by the Vendor as a consequence of serving the Notice to Complete. The payment by the purchaser of such further consideration at the time of completion shall be an essential term of this contract.
- (2) The parties acknowledge and agree that this contract is to be settled on PEXA. In the event that a Notice to Complete has been served, the party who serves the Notice to Complete is 'ready, willing and able' to settle if thirty minutes prior to the time for settlement stated in the Notice to Complete, that party has signed (i) all documents which are in a 'prepared' status and (ii) the financial settlement schedule.

#### **35.2 Default interest**

- (1) If the Purchaser does not complete this purchase by the Completion Date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money:
  - (a) an amount calculated at the rate of twelve percent per annum (12% p.a.) on a daily basis on the balance of the price from the Completion Date until the date of actual completion; and
  - (b) the sum of \$165 including GST for each cancellation and/or aborted attempt to settle this matter, if the purchaser cancels the settlement or settlement does not take place before 5.30pm on the day as scheduled, after appropriate arrangements have been made and settlement figures have been issued to the Purchaser's Solicitor by the Vendor's Solicitor.
- (2) The Vendor is not obliged to complete this Contract for the sale and purchase of land unless the Purchaser pays the liquidated damages under clause 34.2(1) on completion.
- (3) The Vendors rights under this clause are without prejudice to the rights, powers and remedies otherwise available to the Vendor.

**36. Adjustments**

**36.1** The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement.

**36.2** The parties agree that Land Tax will be adjusted on the taxable land value for the year as at the date of completion (as noted on either the section 47 land tax certificate or the vendor's land tax assessment) multiplied by 1.6%.

**36.3** The Purchaser acknowledges that if not attached herewith the Vendor will provide a clear land tax certificate on or before completion of this Contract.

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

**37. Requisitions**

For the purpose of clause 5.1 the requisitions or general questions about the property of the title must be in the form of the attached requisitions.

**38. Incapacity**

If the Purchaser (or if more than one any of them) should die, become mentally incompetent, or bankrupt, the other party may rescind this agreement and the provisions of Clause 19 hereof shall apply.

**39. Agent**

The Purchaser warrants to the Vendor that it was not introduced to the Property by an Agent other than the Vendor's Agent (if any is named as a Vendor's Agent on the front page of this Contract) and hereby indemnifies and will continue to indemnify the Vendor in respect of any claim made by any Agent against the Vendor which arises out of, or in connection with, a breach of this warranty.

**40. Foreign Investment Review Board (FIRB)**

**40.1** The Purchaser warrants:

- (1) that if the Purchaser is a natural person the Purchaser is ordinarily resident in Australia; and
- (2) that if the Purchaser is a natural person or a corporation that the Foreign Acquisitions and Takeovers Act 1975 (Cth) does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply, in accordance with the announcement of the Federal Treasurer on 29 September 1987.

**40.2** The Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, fine, claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers as a result of a breach of the warranty contained in Special Condition 40.1. This warranty and indemnity shall not merge on completion.

**41. Transfer**

The Purchaser acknowledges that sufficient information for the form of Transfer is disclosed in this Contract and the Purchaser does not require the Vendor to serve further information pursuant to clause 4.2.

**42. Special Conditions to Prevail**

In the event of any discrepancy between these Special Conditions and the printed form of Contract, these Special Conditions prevail.

**43. Purchaser Relies Upon Own Enquiries**

The Purchaser acknowledges that they do not rely on any letters, documents or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract and the Purchaser further acknowledges that they have made all their own

enquiries in respect of the property and do not rely on any representation of the Vendor, the Agent or any one on their behalf.

**44. Investment of Deposit**

The parties acknowledge that the deposit will not be invested.

**45. Amendments to printed conditions**

The parties acknowledge that the printed conditions of this contract are amended as follows:

- (a) Clause 1 - replace the definition of '*adjustment date*' with '*the earlier of (i) the date settlement is effected and (ii) the Completion Date*'
- (b) Clause 1 - replace the definition of '*depositholder*' with '*vendor's solicitor*';
- (c) Clause 1 - replace the definition of '*party*' with '*each of the vendor, purchaser and guarantor (if applicable)*';
- (d) Clauses 2.6, 2.7 and 2.9 are deleted;
- (e) Clause 3 is deleted in its entirety;
- (f) Clause 5.2 is deleted in its entirety;
- (g) Clause 6.2 is deleted;
- (h) Clause 7 - '*before completion*' is deleted and replace with '*not less than 7 days before the Completion Date*';
- (i) Clause 7.1.1 is deleted;
- (j) In Clauses 7.1.3 and 8.1.3 delete '*14*' and replace with '*7*';
- (k) Clause 7.2.1 is amended by substituting '*1%*' in place of '*10%*';
- (l) Clause 7.2.4 - '*and the costs of the Purchaser*' is deleted;
- (m) Clause 8.1.1 - '*on reasonable grounds*' is deleted;
- (n) Clause 8.1.2 - '*and those grounds*' is deleted;
- (o) Clause 8.2.1 - insert '*to the vendor, vendor's solicitor and/or vendor's agent*' after '*and any other money paid*';
- (p) Clause 8.2.2 is deleted;
- (q) Clause 9.1 - '*(to a maximum of 10% of the price)*' is deleted;
- (r) Clauses 10.1.8 and 10.1.9 - '*substance*' is deleted and replaced with '*existence*';
- (s) Clause 10 - the following additional clause is inserted:  
*'10.4 For the purposes of this Clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this Contract whether specified in the table on page 2 or not';*
- (t) Clause 14.4.2 is deleted;
- (u) Clause 19.2.3 is deleted;
- (v) Clause 20.4 - add the words '*or guarantor*' after the word '*party*';
- (w) Clause 21.4 - in the second line '*the month*' is deleted and replaced with '*that month*'; and
- (x) Clause 29.2 is amended by replacing '*42 days after the contract date*' with '*28 February 2021*'.

**46. Director's guarantees**

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) or a Corporate Trustee, the purchaser must cause all of its directors to sign the Guarantee when signing this contract.

**47. Dividing fences**

The Vendor is not required to contribute to cost of building, repairing or replacing any dividing fence between the land and any other adjoining land and the Purchaser waives any right to claim contribution from the Vendor. The Purchaser must include a provision to this effect in any future contract for the sale of the Property. This is an essential clause and shall not merge on completion.

**48. GST**

- (1) This Special Condition is to be read in conjunction with Clause 13 and interpreted in the same manner as described in Clause 13.1.
- (2) The supply of the property under this Contract is a taxable supply.

- (3) The Vendor warrants that it will apply the margin scheme to the supply of the property to the Purchaser.
- (4) The sale price shown in this Contract is inclusive of GST.
- (5) The Vendor will not provide the Purchaser with a Tax Invoice to the extent the margin scheme applies to a supply made under this contract.

**49. Notices**

Despite clause 20.6.5, a document is sufficiently served for the purpose of this contract if the document is sent by:

- (1) email to any party whose email address appears in this contract or as notified from one party to the other. If a document is served by email, then service is taken to have been received by the recipient at the time the email is sent by the sender unless clause 49(2) applies; or
- (2) the time of dispatch:
  - a. is a bank or public holiday or a Saturday or Sunday in the place to which the document is sent; or
  - b. is at or after 5.00 pm (local time in the place to which the document is sent) on a day that is not a bank or public holiday or a Saturday or Sunday,

in which case the document is taken to be received at 9.00 am on the next date that is not a bank or public holiday or a Saturday or Sunday.

**50. Sewer Diagram**

The Vendor discloses that at the date hereof that a sewer service diagram is unavailable as the property is vacant land. The Purchaser acknowledges that the sewerage location diagram annexed hereto is the only one available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage location diagram or lack of a sewer service diagram.

**51. Completion**

**51.1** This contract is subject to and conditional upon the Vendor, at its own cost, cancelling the Right of Access 10.055m wide (G) numbered 7 in DP1214870 (**'Release of Encumbrance'**).

**51.2** The Completion Date will be the later of:

- (1) the date which is 7 days after the Vendor serves notice of registration by NSW Land Registry Services of the Release of Encumbrance referred to in Clause 51.1; and
- (2) the date 60 days from the Contract for the sale and purchase of land date.

**51.3** If the Release of Encumbrance is not registered by the date in Clause 29.2 (**'Sunset Date'**), as amended, due to delays beyond the Vendor's sole control, the Vendor may extend the Sunset Date by serving notice of the period of the delay. The Vendor may extend the Sunset Date on more than one occasion under this clause, however the extended date must not exceed a period of six months after the initial Sunset Date.

**52. Nominee**

The parties agree that the Purchaser may nominate a third party to purchase the property on the same terms as this contract (with the exception of the completion date which will be amended to reflect the due date under this contract) at any time before settlement. In the event that the Purchaser nominates a third party, the parties agree to a mutual rescission of this contract and unconditional exchange of contracts with the third party. The purchaser is to pay the vendor's costs in preparing the deed of rescission and new contract, which is to be deducted from the deposit held by the agent. The balance of the deposit is refundable to the purchaser.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Box Hill The Boundary Pty Limited ACN 606 423 714 as trustee for Box Hill The Boundary Trust  
Purchaser: Jay Ross Data Pajares  
Property: Lot 222 (#73) Eden Garden Stage 2, Pimlico Street, Box Hill  
Dated:

---

### Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide all details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant(Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.

15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
17.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or diving fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right or way or other easement over any part of the land?
  - (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
21.
  - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions & Transfer**

24. The transfer to be handed over on settlement must either be endorsed with vendor duty or marked exempt from vendor duty.
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 222/1214870

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/10/2020	7:58 PM	4	25/9/2020

LAND

----

LOT 222 IN DEPOSITED PLAN 1214870  
AT BOX HILL  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF NELSON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1214870

FIRST SCHEDULE

-----

BOX HILL THE BOUNDARY PTY LIMITED

SECOND SCHEDULE (8 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 2558 NO 188 COVENANT
- 3 DP1214870 EASEMENT FOR DRAINAGE OF WATER 1 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1214870 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1214870 RIGHT OF ACCESS 10.055 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1214870 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (14) IN THE S.88B INSTRUMENT
- 7 DP1214870 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN  
THE S.88B INSTRUMENT
- 8 DP1266763 EASEMENT FOR REPAIRS 0.9 METRE(S) WIDE APPURTENANT TO  
THE LAND ABOVE DESCRIBED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



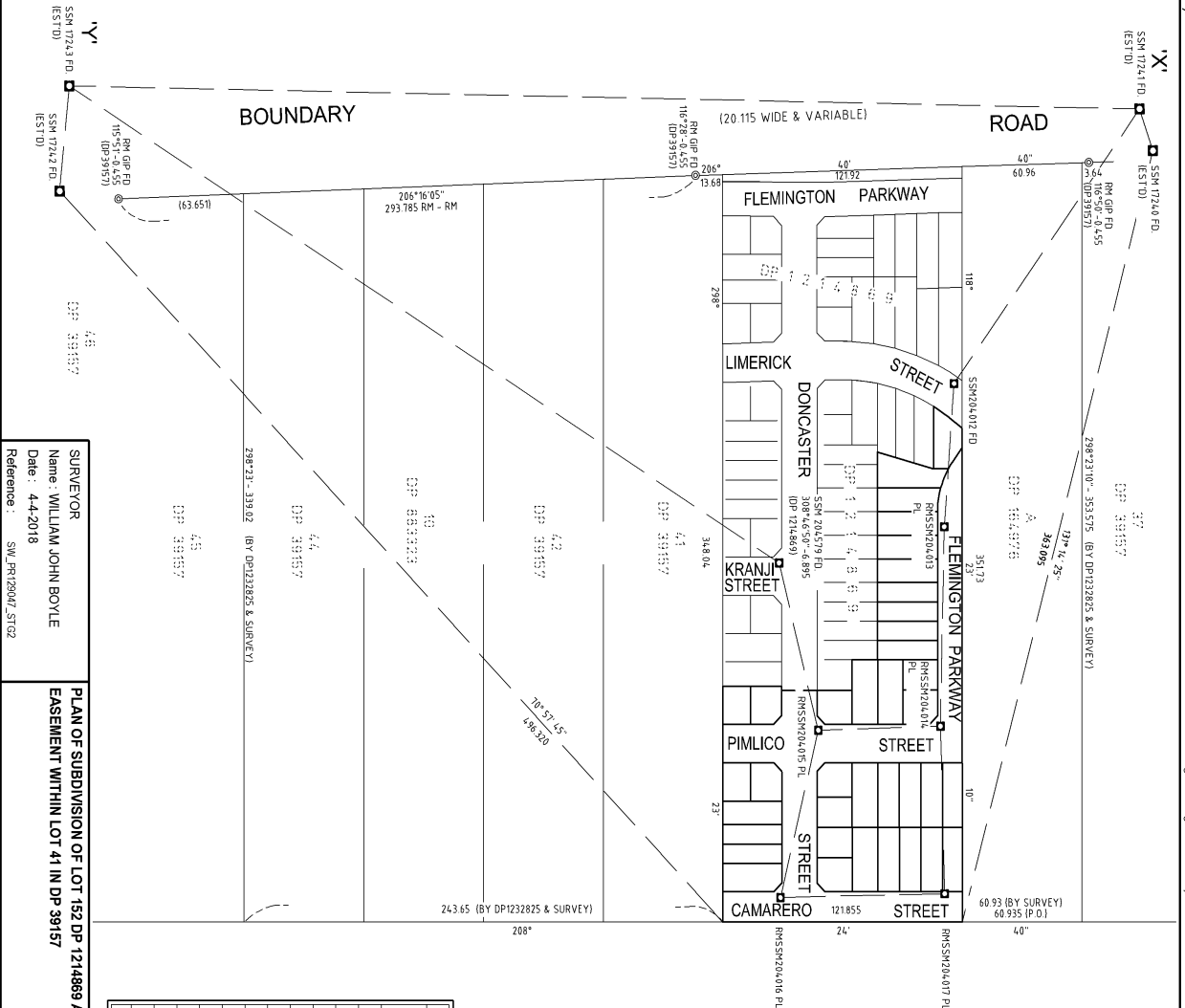
PLAN FORM 2 (A2)

DP1214870

WARNING: Creasing or folding will lead to rejection

LXL edian

1 of 2 Sheets



HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM1724.3	SSM1724.1	+ 19.915	TRIGONOMETRIC HEIGHTING
SSM1724.1	SSM1724.0	- 0.801	
SSM1724.0	SSM204.013	- 5.361	
SSM204.013	SSM204.014	+ 5.432	
SSM204.014	SSM204.017	- 5.637	
SSM204.017	SSM204.016	+ 8.788	
SSM204.016	SSM204.005	- 20.09	
SSM204.005	SSM1724.2	+ 1.628	
SSM1724.2	SSM1724.3	+ 1.628	
HEIGHT DATUM: AHD71			

PERMANENT MARK CONNECTIONS				
FROM	TO	MGA CO-ORDINATES	SURVEY DISTANCE	STATE
SSM1724.1	SSM1724.3	209°48'59"	556.154	556.140
SSM1724.3	SSM1724.2	124°16'10"	51.737	124.1648"
SSM1724.2	SSM1724.0	26°33'22"	568.399	26°33'26"
SSM1724.0	SSM1724.1	219°2'0"	20.596	20.599
SSM1724.1	SSM204.012	150°48'49"	145.380	145.380
SSM204.012	SSM204.013	122°43'32"	66.874	66.874
SSM204.013	SSM204.014	119°55'18"	92.839	92.839
SSM204.014	SSM204.017	116°56'34"	77.995	77.995
SSM204.017	SSM204.016	207°11'58"	83.533	83.533
SSM204.016	SSM204.005	312°15'51"	80.245	80.245
SSM204.005	SSM1724.3	284°3'24"	80.385	80.385
SSM204.017	SSM1724.3	227°53'36"	446.888	446.888
SSM204.014	SSM204.015	206°44'0"	62.213	62.213

CO-ORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES			AHD	HEIGHT DATUM	METHOD
	EASTING	NORTHING	CLASS ORDER	CLASS ORDER	VALIDATION	STATE
SSM1724.0	303857.608	6275729.547	B 2	53.778	LB L2	FOUND
SSM1724.1	303837.266	6275732.781	C 3	54.575	LB L2	FOUND
SSM1724.2	303603.475	6275221.085	B 2	33.042	LB L2	FOUND
SSM1724.3	303560.717	6275250.219	C 3	34.648	LB L2	FOUND
SSM204.579	303339.273	6275487.774	D N/A	49.785	N/A	FOUND
SSM204.012	303308.159	6275605.856	D N/A	43.627	N/A	FOUND
SSM204.013	303964.418	6275569.703	D N/A	48.413	N/A	FOUND
SSM204.014	304045.237	6275523.813	D N/A	53.845	N/A	FOUND
SSM204.015	304017.251	6275468.250	D N/A	53.122	N/A	FOUND
SSM204.016	304076.636	6275474.281	D N/A	44.834	N/A	FOUND
SSM204.017	304114.827	6275488.595	D N/A	48.208	N/A	FOUND
ADOPTED FROM SCMS 10TH NOVEMBER 2017						
ZONE 56				HEIGHT DATUM: AHD71	COMBINED SCALE FACTOR: 1.00062	

**SURVEYOR**  
Name: WILLIAM JOHN BOYLE  
Date: 4.4.2018  
Reference: SWL\_PRT28047\_STG2 (88084 map)

**PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157**

LGA: THE HILLS  
Locality: BOX HILL  
Reduction Ratio 1: 1500

REGISTERED  
14.8.2018

DP1214870

PLAN FORM 2 (A2)

DP1214870

NOTE: SEE SHEET 1 FOR SSM CONNECTIONS

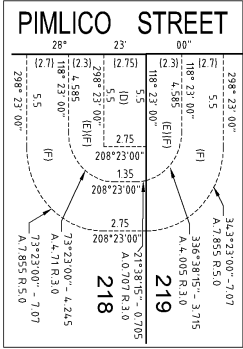
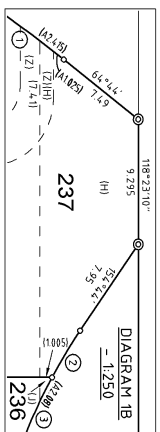
WARNING: Creasing or folding will lead to rejection

XML ePlan

2 of 2 Sheets

SCHEDULE OF SHORT LINES & CURVES				
No.	BEARING	DISTANCE	ARC	RAD.
1	61°32'30"	10.255	10.255	92
2	151°46'30"	4.145	4.145	4.0
3	141°43'30"	9.725	9.725	4.0
4	126°51'15"	11.12	11.155	4.0
5	188°37'40"	0.33	0.33	4.0

DIAGRAM 1C - 1:250	
228	225



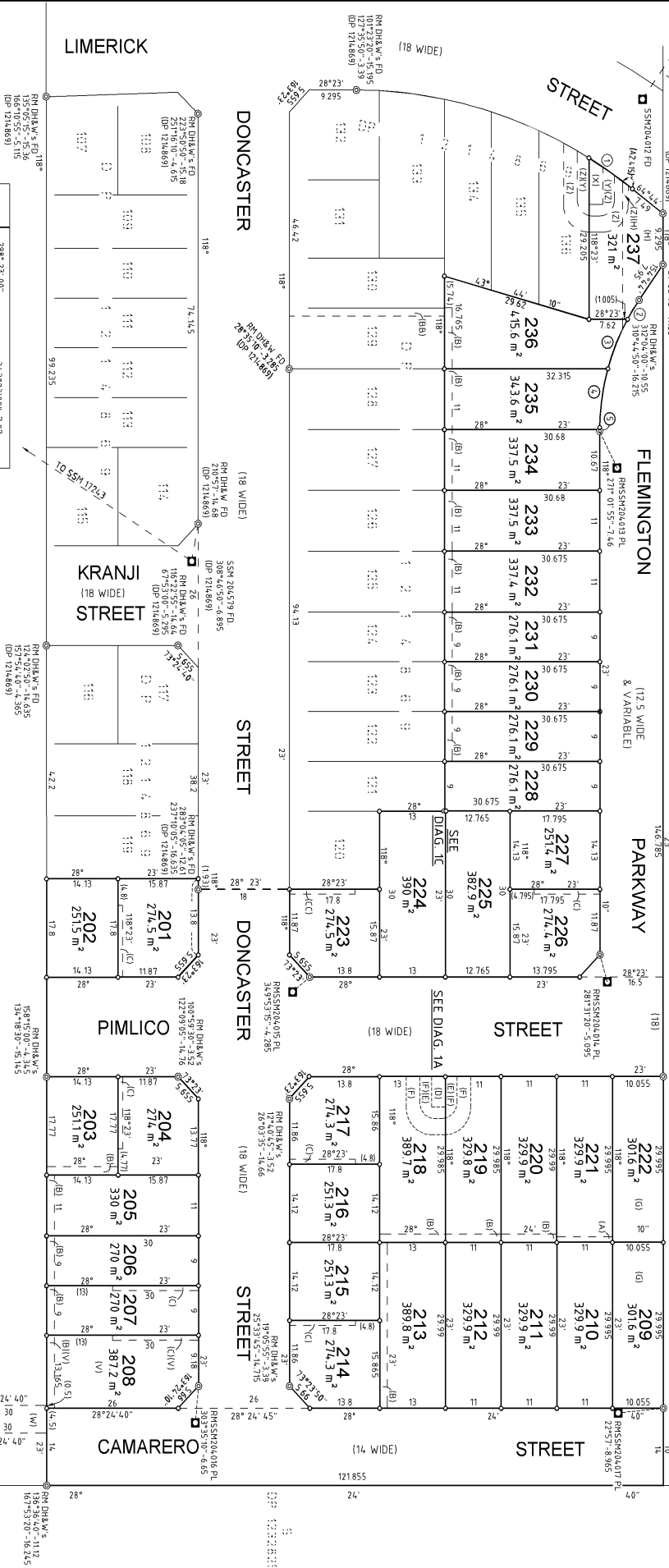
SURVEYOR  
Name: WILLIAM JOHN BOYLE  
Date: 4-4-2018  
Reference: SWL JPR12047, ST02 (180000000)


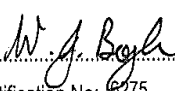
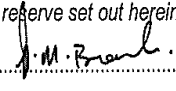
PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND  
EASEMENT WITHIN LOT 41 IN DP 39157


LGA: THE HILLS  
Locality: BOX HILL  
Reduction Ratio 1: 500  
Lengths are in metres.





DP1214870


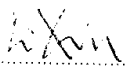
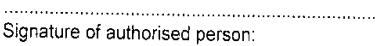
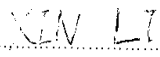
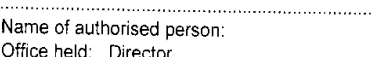
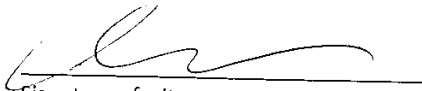
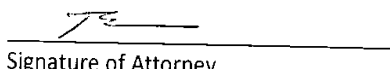
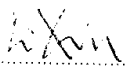
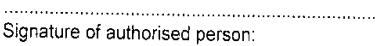
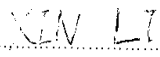
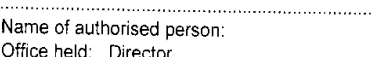
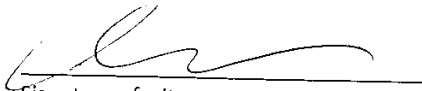
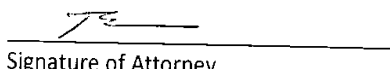
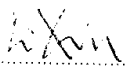
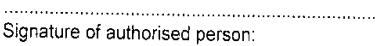
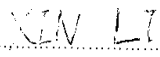
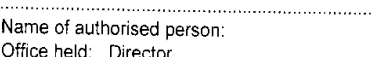
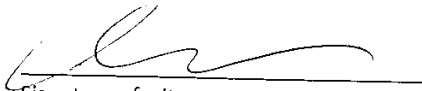
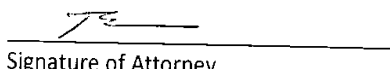



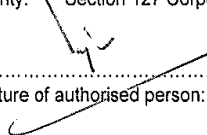
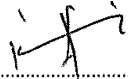
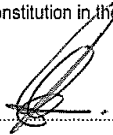

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Registered :  14.8.2018 Title System : TORRENS			Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center;">DP1214870</div>		
<b>PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157</b>			LGA : THE HILLS Locality : BOX HILL Parish : NELSON County : CUMBERLAND		
<b>Survey Certificate</b> I, <u>WILLIAM JOHN BOYLE</u> of <u>RPS Australia East Pty Ltd (PO BOX 6843 Baulkham Hills NSW 2153)</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(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 <u>4-4-2018</u> , or <del>*(b) The part of the land shown in the plan (*being/*excluding**</del> <del>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 <u>4-4-2018</u> the part not surveyed was compiled in accordance with that Regulation, or</del> <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: <u>...X'..Y'</u> Type: *Urban /*Rural The terrain is *Level-Undulating / Steep-Mountainous. Signature: <u></u> Dated: <u>7/4/2018</u> Surveyor Identification No: <u>6275</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			Crown Lands NSW / Western Lands Office Approval 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. Signature: ..... Date: ..... File Number: ..... Office: .....		
<b>Subdivision Certificate</b> I, <u>ANDREW BROOKS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of the s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u></u> Accreditation number: ..... Consent Authority : THE HILLS SHIRE COUNCIL Date of endorsement: <u>25.7.2018</u> Subdivision Certificate number: <u>11628</u> File number: <u>665/2016/2B - STAGE 2, 142/2018/SC</u> *Strike through if inapplicable.			Plans used in the preparation of survey/compilation DP39157 DP164976 DP1232825		
Surveyor's Reference : SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. It is intended to dedicate: - DONCASTER STREET (18 WIDE) - PIMLICO STREET (18 WIDE) - FLEMINGTON PARKWAY (12.5 WIDE & VARIABLE) - CAMARERO STREET (14 WIDE) TO THE PUBLIC AS PUBLIC ROAD.		
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A					

PLAN FORM 6A (2017)		<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 6 sheet(s)	
Registered:  14.8.2018			Office Use Only		
<b>PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157</b>			Office Use Only		
Subdivision Certificate number: 11628 Date of Endorsement: 25.7.18			<b>DP1214870</b>  This sheet is for the provision of the following information as required: • 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.		
<p>Pursuant to Section 88B of the <i>Conveyancing Act 1919</i> it is intended to create:</p> <ol style="list-style-type: none"> <li>1. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (A)</li> <li>2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B)</li> <li>3. EASEMENT FOR REPAIRS 0.9 WIDE (C)</li> <li>4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D)</li> <li>5. RESTRICTION ON USE OF LAND (E)</li> <li>6. RESTRICTION ON USE OF LAND (F)</li> <li>7. RIGHT OF ACCESS 10.055 WIDE (G)</li> <li>8. RIGHT OF ACCESS 8 WIDE (H)</li> <li>9. EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT) (V)</li> <li>10. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (W)</li> <li>11. RESTRICTION ON USE OF LAND</li> <li>12. RESTRICTION ON USE OF LAND</li> <li>13. POSITIVE COVENANT</li> <li>14. RESTRICTION ON USE OF LAND</li> <li>15. POSITIVE COVENANT</li> <li>16. POSITIVE COVENANT</li> <li>17. RIGHT OF ACCESS VARIABLE WIDTH (J)</li> </ol>					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)					

PLAN FORM 6A (2017)		<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 3 of 6 sheet(s)					
Office Use Only			Office Use Only						
Registered:  14.8.2018			<b>DP1214870</b>						
<b>PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157</b>			This sheet is for the provision of the following information as required: • 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.						
Subdivision Certificate number: <u>11628</u> Date of Endorsement: <u>25.7.18</u>									
<b>SCHEDULE OF STREET ADDRESSES</b>									
Lot	Street No	Street Name	Street Type	Locality	Lot	Street No	Street Name	Street Type	Locality
201	54	Pimlico	Street	Box Hill	219	67	Pimlico	Street	Box Hill
202	52	Pimlico	Street	Box Hill	220	69	Pimlico	Street	Box Hill
203	59	Pimlico	Street	Box Hill	221	71	Pimlico	Street	Box Hill
204	61	Pimlico	Street	Box Hill	222	73	Pimlico	Street	Box Hill
205	33	Doncaster	Street	Box Hill	223	38	Doncaster	Street	Box Hill
206	35	Doncaster	Street	Box Hill	224	58	Pimlico	Street	Box Hill
207	37	Doncaster	Street	Box Hill	225	60	Pimlico	Street	Box Hill
208	39	Doncaster	Street	Box Hill	226	N/A	Flemington	Parkway	Box Hill
209	72	Camarero	Street	Box Hill	227	N/A	Flemington	Parkway	Box Hill
210	70	Camarero	Street	Box Hill	228	N/A	Flemington	Parkway	Box Hill
211	68	Camarero	Street	Box Hill	229	N/A	Flemington	Parkway	Box Hill
212	66	Camarero	Street	Box Hill	230	N/A	Flemington	Parkway	Box Hill
213	64	Camarero	Street	Box Hill	231	N/A	Flemington	Parkway	Box Hill
214	46	Doncaster	Street	Box Hill	232	N/A	Flemington	Parkway	Box Hill
215	44	Doncaster	Street	Box Hill	233	N/A	Flemington	Parkway	Box Hill
216	42	Doncaster	Street	Box Hill	234	N/A	Flemington	Parkway	Box Hill
217	40	Doncaster	Street	Box Hill	235	N/A	Flemington	Parkway	Box Hill
218	65	Pimlico	Street	Box Hill	236	N/A	Flemington	Parkway	Box Hill
					237	33	Limerick	Street	Box Hill
If space is insufficient use additional annexure sheet									
Surveyor's Reference: SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)									

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 6 sheet(s)	
Office Use Only		Office Use Only		Office Use Only	
Registered:  14.8.2018		<b>DP1214870</b>			
<b>PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157</b>					
Subdivision Certificate number: <u>11628</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
Date of Endorsement: <u>25.7.18</u>					
<b><u>SIGNATURES</u></b>					
Approved by The Hills Shire Council by its authorised delegate pursuant to s377 Local Government Act 1993					
_____ Signature of Authorised Officer					
_____ Name of Authorised Officer					
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					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)					

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 6 sheet(s)									
Office Use Only		Office Use Only		Office Use Only									
Registered:  14.8.2018		<b>DP1214870</b>											
<b>PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157</b>													
Subdivision Certificate number: <u>11628</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>											
Date of Endorsement: <u>25.7.18</u>													
<p>Executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.</p> <p>Corporation: BOX HILL THE BOUNDARY PTY LTD ABN 45948958762 Authority: Section 127 Corporations Act 2001</p> <table border="0"><tr><td> ..... Signature of authorised person:</td><td> ..... Signature of authorised person:</td></tr><tr><td> ..... Name of authorised person: Office held: Director/Secretary <u>SOLE</u></td><td> ..... Name of authorised person: Office held: Director</td></tr></table> <p>Signed on behalf of Perpetual Corporate Trust Limited ABN 99 000 341 533 by its Attorney pursuant to Power of Attorney Book <u>4676</u> No <u>134</u> in the presence of:</p> <table border="0"><tr><td> ..... Signature of witness</td><td> ..... Signature of Attorney</td></tr><tr><td><u>LACHLAN WICK</u> ..... Name and address of witness</td><td>Trent Franklin Manager Custody ..... Name of Attorney</td></tr></table> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)</p>						 ..... Signature of authorised person:	 ..... Signature of authorised person:	 ..... Name of authorised person: Office held: Director/Secretary <u>SOLE</u>	 ..... Name of authorised person: Office held: Director	 ..... Signature of witness	 ..... Signature of Attorney	<u>LACHLAN WICK</u> ..... Name and address of witness	Trent Franklin Manager Custody ..... Name of Attorney
 ..... Signature of authorised person:	 ..... Signature of authorised person:												
 ..... Name of authorised person: Office held: Director/Secretary <u>SOLE</u>	 ..... Name of authorised person: Office held: Director												
 ..... Signature of witness	 ..... Signature of Attorney												
<u>LACHLAN WICK</u> ..... Name and address of witness	Trent Franklin Manager Custody ..... Name of Attorney												

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b> <span style="float: right;">Sheet 6 of 6 sheet(s)</span>	
<div style="display: flex; justify-content: space-between;"> <div>           Registered:  <b>14.8.2018</b> </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>PLAN OF SUBDIVISION OF LOT 152 DP 1214869 AND EASEMENT WITHIN LOT 41 IN DP 39157</b> </div> <div style="margin-top: 10px;">           Subdivision Certificate number: .....            Date of Endorsement: .....         </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">             DP1214870           </div> <div style="margin-top: 20px;"> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </div>
<p>Executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.</p> <p>Corporation: HUME HOMES PTY LTD ABN 36162843585            Authority: Section 127 Corporations Act 2001</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>Signature of authorised person: </p> <p>.....</p> <p>Name of authorised person: <b>WAJAHAT RANA</b></p> <p>Office held: Director/Secretary</p> </div> <div style="width: 45%;"> <p>Signature of authorised person: </p> <p>.....</p> <p>Name of authorised person: <b>WASHIF RIZ</b></p> <p>Office held: Director</p> </div> </div> <div style="margin-top: 40px;"> <p>THE COMMON SEAL of BALANCED SECURITIES LIMITED ACN 083 514 685 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:</p> <div style="display: flex; align-items: center; margin-top: 10px;">  <div> <p>Signature:..... Director</p> <p>Print Name: DAVID MORTON GEER</p> </div> </div> </div> <div style="text-align: center; margin-top: 20px;">  </div>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: SW_PR129047_STG2 (SW_PR129047_STG2_180529.dwg)	

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

Lengths are in metres.

(Sheet 1 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
 and Easement within Lot 41 in DP39157  
 Covered by Subdivision Certificate  
 No 11628 of 25.7.18

Full name and address of the owner of  
 the land:

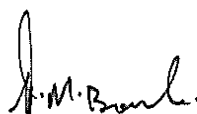
**BOX HILL THE BOUNDARY PTY LTD**  
 ABN 45948958762  
 SUITE 603/151  
 CASTLEREAGH STREET  
 SYDNEY 2000

**HUME HOMES PTY LTD**  
 ABN 36162843585  
 20 PEMBROKE PARADE  
 WILTON NSW 2571

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1 Wide (A)	221	222
2	Easement for Drainage of Water 1.5 Wide (B)	203 205 206 207 208 213 218 219 220 229 230 231 232 233 234 235 236	204 203, 204 203, 204, 205 203, 204, 205, 206 203, 204, 205, 206, 207 218, 219, 220, 221, 222 219, 220, 221, 222 220, 221, 222 221, 222 228 228, 229 228, 229, 230 228, 229, 230, 231 228, 229, 230, 231, 232 228-233 Inclusive 228-234 Inclusive 228-235 Inclusive

Approved by The Hills Shire Council



Authorised Officer

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

(Sheet 2 of 13 sheets)

Plan:

**DP1214870**

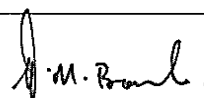
Plan of Subdivision of Lot 152 in DP1214869  
 and Easement within Lot 41 in DP39157

Covered by Subdivision Certificate

No 11628 of 25.7.18

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3	Easement for Repairs 0.9 Wide (C)	201 204 207 208 214 217 226	202 203 206 207 215 216 227
4	Easement for Padmount Substation 2.75 Wide (D)	218	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on Use of Land (E)	Part of 218 & 219 denoted (E) on the plan	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on Use of Land (F)	Part of 218 & 219 denoted (F) on the plan	Epsilon Distribution Ministerial Holding Corporation
7	Right of Access 10.055 Wide (G)	209 222	The Hills Shire Council
8	Right of Access 8 Wide (H)	237	The Hills Shire Council
9	Easement for Drainage of Water (Entire Lot) (V)	208	The Hills Shire Council
10	Easement for Drainage of Water 5 Wide (W)	Lot 41 in DP39157	The Hills Shire Council
11	Restriction on Use of Land	Each of Lots 201-204 Inclusive 206 207 Each of Lots 214-217 Inclusive 223 Each of Lots 226-231 Inclusive	The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

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

(Sheet 3 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
 and Easement within Lot 41 in DP39157

Covered by Subdivision Certificate

No 11628 of 25.7.18

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
12	Restriction on Use of Land	208	The Hills Shire Council
13	Positive Covenant	208	The Hills Shire Council
14	Restriction on Use of Land	Each of Lots 201-237 Inclusive	The Hills Shire Council
15	Positive Covenant	201 202 203 204 207	The Hills Shire Council
16	Positive Covenant	Each of Lots 201-237 Inclusive	The Hills Shire Council
17	Right of Access Variable Width (J)	236	The Hills Shire Council

## Part 2 (Terms)

### 1. Name of Authority whose consent is required to release, vary or modify easement numbered 1 in the plan.

The Registered Proprietor(s) for the time being of the Lot Benefited.

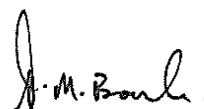
### 2. Name of Authority whose consent is required to release, vary or modify easement numbered 2 in the plan.

The Registered Proprietor(s) for the time being of the Lot Benefited.

### 3. Terms of Easement numbered 3 in the plan.

Terms of Easement for repairs as per Part 5 Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

1. The registered proprietor of the lot burdened shall not erect any building or other structure of any kind on or over the site of the easement.



Approved by The Hills Shire Council

Authorised Officer

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

(Sheet 4 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

2. 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.

**Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.**

The Hills Shire Council

**4. Terms of Easement for Padmount Substation numbered 4 in the plan**

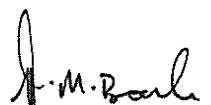
The terms set out in Memorandum AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'

**Name of person or Authority whose consent is required to release, vary or modify easement numbered 4 in the plan is Epsilon Distribution Ministerial Holding Corporation**

**5. Terms of Restriction on Use of Land numbered 5 in the plan**

**Definitions:**

- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.



Approved by The Hills Shire Council \_\_\_\_\_

Authorised Officer

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

(Sheet 5 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sub lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of person or Authority whose consent is required to release, vary or modify restriction, numbered 5 in the plan is Epsilon Distribution Ministerial Holding Corporation

6. Terms of Restriction on Use of Land numbered 6 in the plan

1.0 Definitions:

1.1 **erect** includes construct, install, build and maintain.

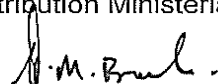
1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sub lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that

Approved by The Hills Shire Council



Authorised Officer

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

(Sheet 6 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**Name of person or Authority whose consent is required to release, vary or modify restriction, numbered 6 in the plan is Epsilon Distribution Ministerial Holding Corporation**

**7. Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan**

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

- a) 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.
- b) The easement site is made accessible to the public.
- c) 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 easement numbered 7 in the plan.**

The Hills Shire Council

**8. Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan**

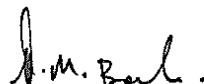
Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- d) 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.
- e) The easement site is made accessible to the public.
- f) 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 easement numbered 8 in the plan.**

The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

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

(Sheet 7 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

**9. Terms of easement numbered 9 in the plan**

Terms of Easement for drainage of water as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished upon the extension of the adjoining public stormwater network to which it relates.

**Name of Authority whose consent is required to release, vary or modify easement numbered 9 in the plan.**

The Hills Shire Council

**10. Name of Authority whose consent is required to release, vary or modify easement numbered 10 in the plan.**

Terms of Easement for drainage of water as per Part 7 Schedule 4A 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 96/2017/EC dated 31/05/2017.

**Name of Authority whose consent is required to release, vary or modify easement numbered 9 in the plan.**

The Hills Shire Council

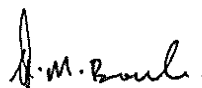
**11. Terms of Restriction on Use of Land numbered 11 in the plan.**

No development shall be permitted on the lot(s) hereby burdened except for developments in accordance with the building envelope plan prepared by Yarraman Developments Pty Limited Drawing 1235 Revision C dated 23.04.2018 approved by DA 665/2016/ZB.

**12. Terms of Restriction on Use of Land numbered 12 in the 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 temporary stormwater management measures have been removed complying with the requirements of The Hills Shire Council.

Approved by The Hills Shire Council



Authorised Officer

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

(Sheet 8 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

The "temporary stormwater management measures" are detailed on the plans approved by The Hills Shire Council as Construction Certificate 96/2017/EC dated 31/05/2017.

**Name of Authority whose consent is required to release, vary or modify the restriction numbered 12 in the plan.**

The Hills Shire Council

**13. Terms of Positive Covenant numbered 13 in the 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:

1. Keep the temporary stormwater management measures clean and free from silt, rubbish and debris;
2. 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 96/2017/EC dated 31/05/2017.

**Name of Authority whose consent is required to release, vary or modify the restriction numbered 13 in the plan.**

The Hills Shire Council

**14. Terms of Restrictions on Use of Land numbered 14 in the 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.

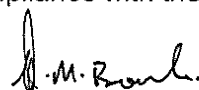
**Name of Authority whose consent is required to release, vary or modify the restriction numbered 14 in the plan.**

The Hills Shire Council

**15. Terms of Positive Covenant numbered 15 in the plan.**

1. The registered proprietor of the lots 201 and 202 hereby burdened must present their garbage bins at Doncaster Street fronting lot 201 for collection until such time as Pimlico Street is further extended south and in compliance with the requirements of The Hills Shire Council.

Approved by The Hills Shire Council



Authorised Officer

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

(Sheet 9 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

2. The registered proprietor of the lots 203 and 204 hereby burdened must present their garbage bins at Doncaster Street fronting lot 204 for collection until such time as Pimlico Street is further extended south and in compliance with the requirements of The Hills Shire Council.
3. The registered proprietor of the lots 208 hereby burdened must present their garbage bins at Doncaster Street fronting lot 208 for collection until such time as Camarero Street is further extended south and in compliance with the requirements of The Hills Shire Council.

**Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 15 in the plan.**

The Hills Shire Council

**16. Terms of Positive Covenant numbered 16 in the plan.**

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

**Name of Authority whose consent is required to release, vary or modify the Positive Covenant numbered 16 in the plan.**

The Hills Shire Council

**17. Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan**

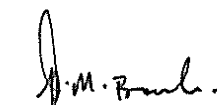
Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

- g) 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.
- h) The easement site is made accessible to the public.
- i) 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 easement numbered 17 in the plan.**

The Hills Shire Council

Approved by The Hills Shire Council



Authorised Officer

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

(Sheet 10 of 13 sheets)

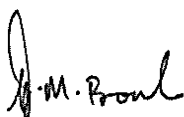
Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

SIGNATURES

Approved by The Hills Shire Council  
by its authorised delegate pursuant to s377 Local Government Act 1993



\_\_\_\_\_  
Signature of Authorised Officer

ANDREW BROOKS

\_\_\_\_\_  
Name of Authorised Officer

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



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

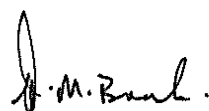
RACHEL BRAITHWAITE

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

3 COLUMBIA COURT

NORWEST

\_\_\_\_\_  
Address of Witness



Approved by The Hills Shire Council \_\_\_\_\_

\_\_\_\_\_  
Authorised Officer

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

(Sheet <sup>11</sup>~~12~~ of 13 sheets)

Plan:

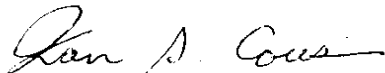
**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

I certify that the attorney signed this  
instrument in my presence.

Signed by the attorney named below who signed  
this instrument pursuant to the power of attorney  
specified for **Endeavour Energy Network Asset  
Partnership (ABN 30 586 412 717)** on behalf of  
**Epsilon Distribution Ministerial Holding  
Corporation (ABN 59 253 130 878)** pursuant to  
section 36 of the *Electricity Network Assets  
(Authorised Transactions) Act 2015* (NSW)

Signature of witness:




Name of witness:

IAN STEWART COUSIN

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148


Signature of attorney:



Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Power of attorney:

Book 4727 No ~~524~~  
34 883 

Signing on behalf of:

Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:

URS17635

Date of signature:

12 March 2018

Approved by Hills Shire Council

Authorised Officer

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

(Sheet 12 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

Executed on behalf of the corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: BOX HILL THE BOUNDARY PTY LTD ABN 45948958762  
Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held: Director/Secretary  
SOLE

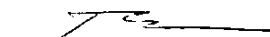
Name of authorised person:

Office held: Director

Signed on behalf of Perpetual Corporate  
Trust Limited ABN 99 000 341 533 by its  
Attorney pursuant to Power of Attorney  
Book 4676 No 134 in the presence of:



Signature of witness



Signature of Attorney

CACHLAN MUIR

Name and address of witness

Trent Franklin  
Manager Custody

Name of Attorney

Approved by The Hills Shire Council

Authorised Officer

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

(Sheet 13 of 13 sheets)

Plan:

**DP1214870**

Plan of Subdivision of Lot 152 in DP1214869  
and Easement within Lot 41 in DP39157  
Covered by Subdivision Certificate  
No 11628 of 25.7.18

Executed on behalf of the corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: HUME HOMES PTY LTD ABN 36162843585  
Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

WAAJAHAT MANA  
Name of authorised person:  
Office held: Director/Secretary

VIASHIF AZIZ  
Name of authorised person:  
Office held: Director

THE COMMON SEAL of BALANCED  
SECURITIES LIMITED ACN 083 514 685  
being a company with more than one  
director is hereby affixed in accordance with  
its Constitution in the presence of:

Signature:.....  
Print Name: DAVID MORTON GEER

Director



Approved by The Hills Shire Council

Authorised Officer

PR129047 Stage2 Draft 88B 26-05-2018

REGISTERED

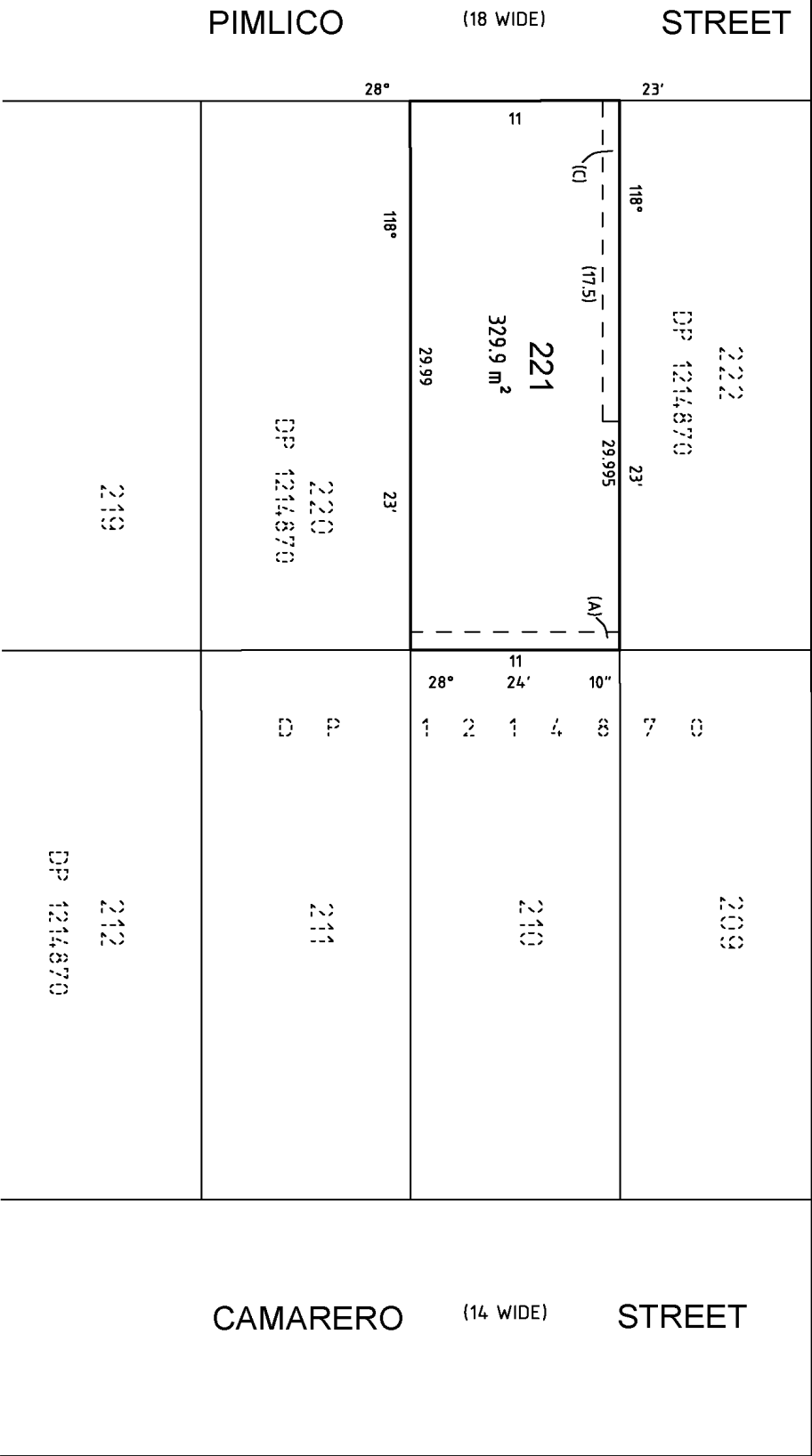
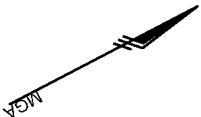


14.8.2018



(A) EASEMENT FOR DRAINAGE OF WATER 1.0 WIDE (DP 1214870)  
(C) EASEMENT FOR REPAIRS 0.9 WIDE

A  
DP 164976



SURVEYOR  
Name : WILLIAM JOHN BOYLE  
Date : 18-6-2020  
Reference : PR129047\_EMNT



PLAN OF EASEMENT IN LOT 221 DP 1214870

LGA : THE HILLS SHIRE  
Locality : BOX HILL  
Reduction Ratio 1 : 250  
Lengths are in metres.



REGISTERED  
25/09/2020

DP1266763

PLAN FORM 6 (2018)	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 2 sheet(s)
Registered :  25/09/2020 Title System : TORRENS	Office Use Only  <b>DP1266763 S</b>	
<b>PLAN OF EASEMENT IN LOT 221 DP 1214870</b>	LGA : THE HILLS Locality : BOX HILL Parish : NELSON County : CUMBERLAND	
<p align="center"><b>Survey Certificate</b></p> <p>I, <u>WILLIAM JOHN BOYLE</u>          of <u>RPS Australia East Pty Ltd (PO BOX 6843 Baulkham Hills NSW 2153)</u>          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on ....., or</del></p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding** .....,)</del>  <del>was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on ....., the part not surveyed was compiled in accordance with that Regulation, or</del></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: <u>N/A</u></p> <p>Type: *Urban /*Rural</p> <p>The terrain is *Level-Undulating / <del>Steep-Mountainous</del></p> <p>Signature: <u>W. J. Boyle</u> Dated: <u>18/6/2020</u></p> <p>Surveyor Identification No. <u>6275</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.          **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p align="center"><b>Crown Lands NSW / Western Lands Office Approval</b></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 align="center"><b>Subdivision Certificate</b></p> <p>I, .....          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority : .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	
Plans used in the preparation of <del>survey</del> /compilation DP39157 DP164976 DP1232825 DP1214870	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference : PR129047_EMNT (PR129047-EMNT_DP-001b.dwg)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

Registered:



25/09/2020

Office Use Only

**DP1266763**

**PLAN OF EASEMENT IN LOT 221 DP 1214870**

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.

Subdivision Certificate number: .....

Date of Endorsement: .....

Pursuant to Section 88B of the *Conveyancing Act 1919* it is intended to create:

1. EASEMENT FOR REPAIRS 0.9 WIDE (C)

Executed on behalf of the corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: **BOX HILL THE BOUNDARY PTY LTD ABN 45948958762**

Authority: **Section 127 Corporations Act 2001**

Signature of authorised person:

LI XIN

Name of authorised person:

Office held: **Sole Director & Secretary**

If space is insufficient use additional annexure sheet

Surveyor's Reference: **PR129047\_EMNT**

(PR129047-EMNT\_DP-001b.dwg)

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



**DP1266763 B**

Sheet 1 of 2 sheets

Plan of easement over ~~Lot 221 in~~ <sup>221/1214870</sup>  
~~Deposited Plan No. 1214870~~

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

Box Hill The Boundary Pty Limited  
(ABN 45948958762)  
24 Durack Crescent  
Norwest NSW 2153

**PART 1**

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)	<del>221</del> 221/1214870	<del>222</del> 222/1214870

**PART 2**

1. Terms of Easement firstly referred to in abovementioned plan.

Terms of Easement for Repairs as per Part 5 Schedule 8 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.

THAT PLAN, AUTHORIZED TO ATTEND HEREON 23/6/20

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

**DP1266763**

Sheet 2 of 2 sheets

Plan of easement over Lot 221 in

~~Deposited Plan No. 1214870~~

221/1214870

**PART 2 (continued)**

EXECUTED by Box Hill The Boundary  
Pty Limited (ABN 45948958762) in  
accordance with Section 127 of the  
Corporations Act, 2001

*Li Xin*

-----  
Sole Director & Secretary

LI XIN

REGISTERED



25/09/2020

SEE DEPOSITED DEEDS PACKET NO 37155

AD VALOREM DUTY PAID £17.10.0 N.S.W. STAMP DUTIES OFFICE  
NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE DULY STAMPED 21 11 60.

DEED OF CONVEYANCE.

No. 188

Book 2558

THIS DEED OF CONVEYANCE made the Sixteenth day of November One thousand nine hundred and sixty, BETWEEN CAMBRIDGE PARK PTY. LIMITED a Company duly incorporated under the Companies Act, 1937 and having its registered office at 67 Castlereagh Street, Sydney (hereinafter called "the Vendor") of the one part AND HARRY PITT-MULLIS of 20 Dewrang Street, Lidcombe, Proof Reader(hereinafter called "the Purchaser") of the other part;

WHEREAS the Vendor is seised of an unencumbered estate in fee simple in possession in the lands hereinafter described and has agreed to sell the same to the Purchaser for the sum hereinafter appearing;

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of One thousand four hundred pounds £1,400) paid by the Purchaser to the Vendor (the receipt whereof is hereby acknowledged) the Vendor as beneficial owner hereby grants and conveys unto the Purchaser in fee simple ALL THAT piece or parcel of land in the First Schedule hereunder written TO HOLD unto the Purchaser in fee simple;

AND the Purchaser covenants with the Vendor for himself and his assigns for the benefit of the adjoining lots in Registered Plans Nos. 2157 and 2159 but only during the ownership thereof by the Vendor its successors and assigns other than a purchaser on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the Vendor its successors and assigns PROVIDED THAT such consent shall not be withheld if such fence is erected without expense to the Vendor its successors and assigns AND PROVIDED THAT such consent shall be deemed to have been given in respect of every such fence for the time being erected and FURTHER PROVIDED THAT this restriction may be released varied or modified by the owner for the time being of such adjoining land AND the Vendor covenants with the Purchaser to produce to him and his successors in title the deeds and documents enumerated in the Second Schedule hereto.

IN WITNESS whereof these presents have been duly executed the day and year first hereinbefore written.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

Harry Pitt-Mullis by his attorney  
G. J. Cummins

I  
C

ALL THAT piece or parcel of land in the County of Cumberland, Parish of Nelson being Lots 39 and 40 on Registered Plan 2157.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

1st January, 1960	Crown Grant.		
<del>1st January,</del> <del>1936</del>			
5th September, 1923	Mortgage	H.J. Andrews to A. Rumery & anor.	No. 718 Book 1317.
	with discharge endorsed		No. 733 Book 1496.
31st March, 1928	Conveyance	H.J. Andrews & anor. To R.B. Walker	No. 500 Book 1508.
20th September, 1934	Conveyance	H.J. Andrews & anor. to H. Singer	No. 977 Book 1699.
20th September, 1934	Mortgage	H. Singer to The Commercial Banking Co. of Sydney Ltd.	No. 978 Book 1699.
20th September, 1934	Mortgage	H. Singer to H.J. & O.A. Andrews	No. 979 Book 1699.
23rd July, 1935	Submortgage	H.J. and O.A. Andrews to J.W. Roots	No. 228 Book 1725
	with discharge endorsed		No. 583 Book 1751
2nd June, 1936	Conveyance	The Commercial Banking Co. of Sydney Ltd. and H.J. and O.A. Andrews to R. Ridge	No. 584 Book 1751
2nd June, 1936	Mortgage	R. Ridge to The Commercial Banking Co. of Sydney Ltd.	No. 585 Book 1751.
	with discharge endorsed		No. 891 Book 1752.
2nd June, 1936	Mortgage	R. Ridge to H.J. and O.A. Andrews	No. 586 Book 1751.
	with discharge endorsed		No. 892 Book 1752.
2nd June, 1936	Submortgage	H.J. and O.A. Andrews to J.W. Roots	No. 587 Book 1751.
	with discharge endorsed		No. 893 Book 1752.
16th June, 1936	Conveyance	R. Ridge to J. Sheehy	No. 894 Book 1752.
16th June, 1936	Mortgage	J. Sheehy to The Commercial Banking Co. of Sydney Ltd.	No. 895 Book 1752.
	with discharge endorsed		No. 891 Book 2365.
16th June 1936	Mortgage	J. Sheehy to H.J. & O.A. Andrews	No. 896 Book 1752.
	with discharge endorsed		No. 871 Book 1912.

16th June, 1936	Submortgage	H.J. & O.A. Andrews to J.W. Roots	No. 897 Book 1752.
	with discharge endorsed		No. 872. Book 1912.
14th December, 1955	Conveyance	J. Sheehy to Cambridge Park Pty. Limited	No. 628 Book 2357.
14th December, 1955	Mortgage	Cambridge Park Pty. Limited to J. Sheehy	No. 629 Book 2357.
	with discharge endorsed		No. 549 Book 2455.
16th November, 1956	Mortgage	Cambridge Park Pty. Limited to Credit Purchase Corporation	No. 705 Book 2388.
	with discharge endorsed		No. 550 Book 2455.
19th August, 1958	Mortgage	Cambridge Park Pty. Limited to Property Mortgages Limited	No. 551 Book 2455.
	with discharge endorsed		No. 704 Book 2501.
10th September, 1959	Mortgage	Cambridge Park Pty. Limited to Property Mortgages Limited	No. 43 Book 2509.
	with discharge endorsed		No. 949 Book 2545.
1st September, 1960	Power of Attorney	Harry Pitt-Mullis to Gregory John Cummins	Miscel. Reg. No. 64945.

THE COMMON SEAL of CAMBRIDGE PARK PTY.

LIMITED was hereunto affixed by the  
an  
authority of the Directors in the  
presence of -

J. Soutar  
Acting Secretary

L.S.  
Brian G. Kirk  
Director

SIGNED SEALED AND DELIVERED by GREGORY  
JOHN CUMMINS the attorney for Harry  
Pitt-Mullis in the presence of -

Harry Pitt-Mullis by  
his attorney  
G.J. Cummins

F.B. Cox  
2 Vivienne Av.  
Lakemba  
Asst. Engineer

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

Memorandum whereby the undersigned states that he has no notice of the  
revocation of the Power of Attorney registered No. 64945 Miscellaneous  
Register under the authority of which he has just executed the within  
Deed of Conveyance.

Harry Pitt Mullis  
By his attorney  
G.J. Cummins

Signed at Sydney the Sixteenth day of November, 1960.

Signed in the presence of - ) G.J. Cummins

F.B. Cox  
2 Vivienne Av.  
Lakemba  
Asst. Engineer

I, *Julie Therese Blair*, Clerk to Messrs. F. J. Church & Grace,  
of 133 Pitt Street, Sydney Solicitors being duly sworn make oath and  
say as follows:-  
The writing contained above and on the *three* preceeding pages has  
been compared by me with the original Deed Discharge of Mortgage and  
is a true copy thereof.  
SWORN at Sydney this *15th*  
day of *February* one thousand  
nine hundred and *Sixty one*  
before me —

*J. Blair*  
*D. Wiggley*  
DEPUTY REGISTRAR

RECEIVED into the Registration of Deeds Office at Sydney  
the *15th* day of *February* One thousand nine hundred and fifty  
at *49* minutes past *"* o'clock in  
the *Fore* noon from the said *Julie Therese Blair*.

*D. Wiggley*  
DEPUTY REGISTRAR



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

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **108550**  
Reference: LOT 209 & 222 EG:177548  
Issue Date: 19 October 2020  
Receipt No: 6402402  
Fee Paid: \$ 53.00

ADDRESS: 73 Pimlico Street, BOX HILL NSW 2765  
DESCRIPTION: Lot 222 DP 1214870

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](http://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) **Draft Local Environmental Plans**

No Draft Local Environmental Plans apply to this land.

(B) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

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

**Refer Attachment 1(2)(C)**

- (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**

**Draft The Hills Local Environmental Plan 2020?**

**NO**

**Any other Planning Proposal?**

**NO**

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

**The Hills Local Environmental Plan 2019?**

**NO**

**Draft The Hills Local Environmental Plan 2020?**

**NO**

**Any other Planning Proposal?**

**NO**

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

**The Hills Local Environmental Plan 2019?**

**NO**

**Draft The Hills Local Environmental Plan 2020?**

**NO**

**Any Other Planning Proposal?**

**NO**

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

**The Hills Local Environmental Plan 2019?**

**NO**

**Draft The Hills Local Environmental Plan 2020?**

**NO**

**Any other Planning Proposal?**

**NO**

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.

- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

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

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

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

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

**Housing Alterations Code and General Development Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

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

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

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

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

The Hills Local Environmental Plan 2019 - [www.thehills.nsw.gov.au](http://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](http://www.rfs.nsw.gov.au)

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

**(iii) Tidal inundation**

**NO**

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

**(iv) Subsidence**

**NO**

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

**(v) Acid sulphate soils**

**NO**

**(vi) Land contamination**

**NO**

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

**(vii) Any other risk**

**NO**

**7A. Flood related development controls information**

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

**NO**

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

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

**NO**

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

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

**8. Land reserved for acquisition**

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

**The Hills Local Environmental Plan 2019?**

**NO**

**Draft The Hills Local Environmental Plan 2020?**

**NO**

**Any other Planning Proposal?**

**NO**

**State Environmental Planning Policy?**

**NO**

**Proposed State Environmental Planning Policy?**

**NO**

**9. Contributions plans**

The name of each contributions plan applying to the land:

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

**9A. Biodiversity certified land**

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

**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](http://www.fairtrading.nsw.gov.au) to confirm that the land is not listed on this register.

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

**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)(C)****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)(C)****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](http://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**

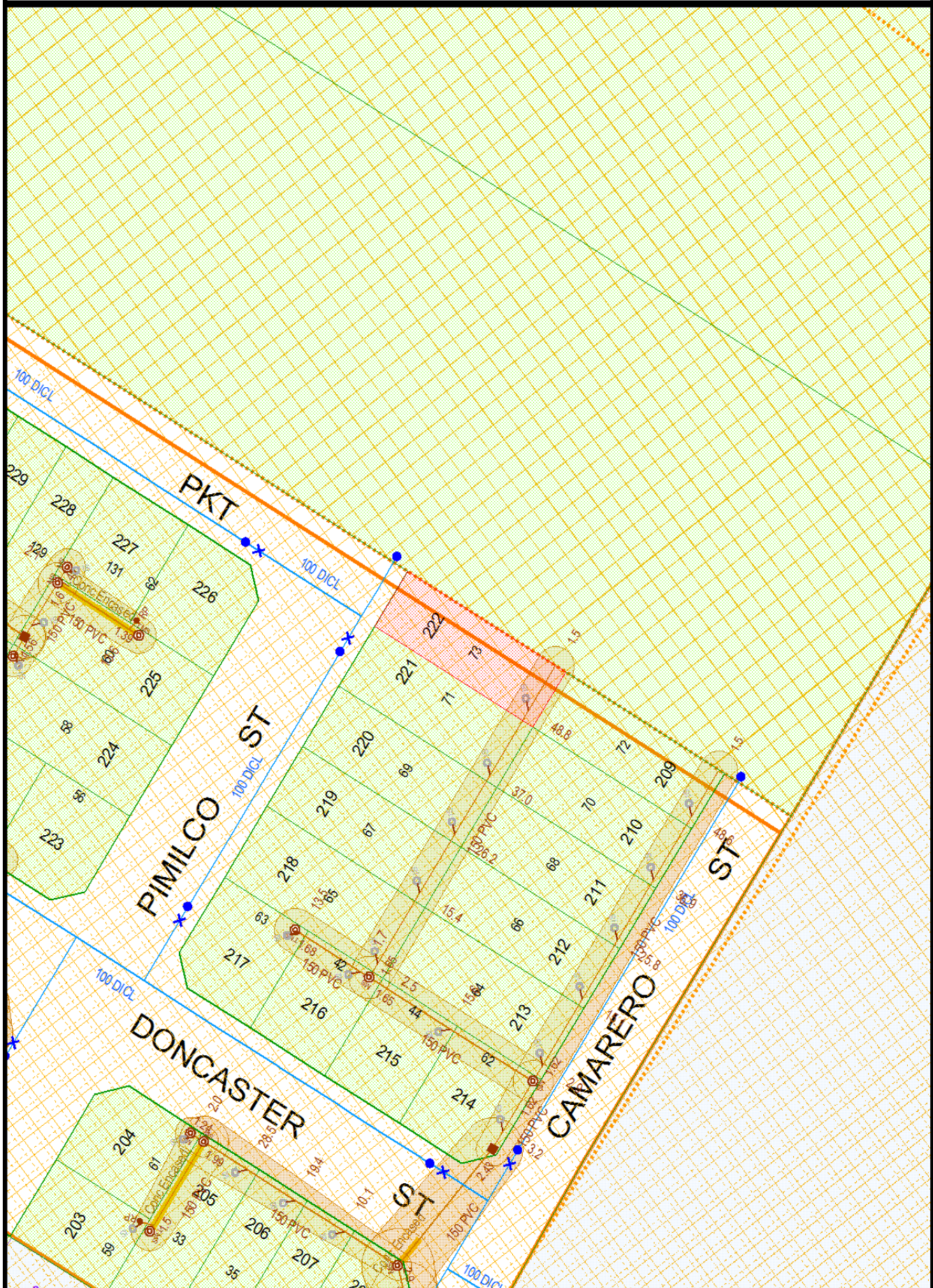
Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting 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.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.