

# Contract for the sale and purchase of land 2022 edition

**TERM**  
vendor's agent

**co-agent**

**vendor**

**vendor's solicitor**

**NSW DAN:**

phone:  
email:  
ref:

date for completion  
land (address,  
plan details and  
title reference)

42 days after the contract date  
109 MUSTANG AVE BOX HILL NSW 2765  
LOT 12 DEPOSITED PLAN 1273190 Folio  
Identifier 12/1273190

(clause 15)

☒ VACANT POSSESSION      ☐ subject to existing tenancies

## improvements

☐ HOUSE    ☐ garage    ☐ carport    ☐ home unit    ☐ carspace    ☐ storage space  
☐ none    ☒ other: Vacant Land

**attached copies**

☐ documents in the List of Documents as marked or as numbered:

☐ 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

☐ air conditioning    ☐ clothes line    ☐ fixed floor coverings    ☐ range hood  
☐ blinds    ☐ curtains    ☐ insect screens    ☐ solar panels  
☐ built-in wardrobes    ☐ dishwasher    ☐ light fittings    ☐ stove  
☐ ceiling fans    ☐ EV charger    ☐ pool equipment    ☐ TV antenna  
☐ other:

**exclusions**  
**purchaser**

**purchaser's  
solicitor**

price \_\_\_\_\_  
 deposit \_\_\_\_\_  
 balance \_\_\_\_\_

(10% of the price, unless otherwise stated)

**contract date**

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

### Where there is more than one purchaser

☐ JOINT TENANTS  
☐ tenants in common    ☐ in unequal shares, specify:

**GST AMOUNT** (optional) The price includes GST of: \$

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input 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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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



**32 Residential off the plan contract**

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

109 MUSTANG AVE BOX HILL NSW 2765

## **ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT**

Dated:

between: (Vendor)

and: (Purchaser)

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### **33. VARIATIONS TO CONTRACT**

The Vendor and Purchaser agree that the provisions of the printed form of Contract for Sale of Land (2022 Edition) shall be amended as follows:

- 33.1 The reference to 5% in clause 7.1.1 is amended to 1%.
- 33.2 Clause 8.1.1 to be amended by deleting the words "on reasonable grounds".
- 33.3 Insert the words "or delay completion" between the words "requisition" and "or" on the first line of Clause 10.1.
- 33.4 Clause 20.10 to be amended by inserting the words "or Building Certificate" after the word "report" and by adding the words "and the Purchaser agrees to make no objection, requisition or claim for compensation in relation to any matters referred to in the Survey Report and/or Building Certificate." to the end of Clause.
- 33.5 Clause 23.13 is to be amended by deleting the word "vendor" and inserting "purchaser".
- 33.6 Clause 23.14 is to be amended by deleting the word "purchaser" and inserting "vendor".

### **34. NO WARRANTY**

The Purchaser hereby acknowledges that any furnishings and chattels included in this sale are used goods and are sold without any warranty as to condition and fitness and that the Vendor shall not be liable for any fair wear and tear of any such furnishings and chattels as from the date of this Agreement.

### **35. NO OBJECTION ETC**

The Purchaser hereby acknowledges that the Purchaser has purchased the property and the improvements thereon in their present physical condition and state of repair with all faults latent and patent subject to fair wear and tear and the Purchaser hereby agrees not to make any objection, requisition or claim for compensation with

respect to the physical condition and state of repair of the property and/or such improvements.

The Purchaser further acknowledges that the Purchaser is not relying on any representations by any persons as to whether the subject property complies with the requirements of the relevant Council and/or any other statutory bodies.

**36. NO RELIANCE ON INFORMATION**

On execution, hereof the Purchasers acknowledge that they do not rely on any letters, documents, correspondence or arrangements, whether oral or in writing, as adding to this or amending the terms, conditions, warranties and arrangements set out in this contract. The Purchasers further acknowledge that they have made all their own enquiries in respect of the property and do not rely on any representation of the Vendors, their agent or legal representative, or anyone else on their behalf.

**37. MENTAL ILLNESS, INSOLVENCY, ETC OF PURCHASER**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included:

- (a) if the Purchaser (or where a party consists of 2 or more persons, any one of those persons) dies or becomes mentally ill then the Vendor may rescind this contract by notice in writing; and
- (b) if:
  - (i) the Purchaser is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors; or
  - (ii) the Purchaser, being a company, resolves to go into liquidation or has a petition for its winding up presented or enters into a scheme of arrangement with its creditors or if an administrator, liquidator, receiver and/or manager is appointed in respect of the Purchaser,

then the Purchaser is in default and the Vendor may, by notice, rescind this Contract in accordance with Clause 19.

- (c) If before completion the Purchaser (being an individual) becomes or in the reasonable opinion of the Vendor appears to become unable to pay their debts when they become due, then the Vendor is entitled to issue a Notice to Complete to the Purchaser and, if completion of this Contract does not take place in accordance with that notice, to terminate this contract and clause 9 applies.

### **38. NOTICE TO COMPLETE**

- 38.1 In the event of either party failing to complete this Contract by the time stipulated as the Completion Date on the front page of the Contract, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.
- 38.2 The party serving a notice under this clause can withdraw that notice and subsequently serve a further notice instead of that notice.

### **39. SERVICE OF NOTICES BY EMAIL**

- 39.1 In addition to the provisions contained in clause 20.6 of this Contract, a document, notice or other communication including but not limited to, any request, demand, notification, consent or approval, to or by a party to this contract may also be sent by email.
- 39.2 For the purposes of this clause the email address of a party is the email address set out in the contract or notified from time to time by the addressee to the sender.
- 39.3 An email is regarded as being served by or on a party:
- (a) upon production of a delivery notification statement from the computer from which the email was sent which indicates that the email was sent in its entirety to the email address of the recipient shall be prima facie evidence that the email has been received unless:
    - (i) where there is no delivery notification statement from the computer from which the email was sent, the date and time of dispatch of the email shall be prima facie evidence of the date and time that the email was received; and
    - (ii) where an "Out of Office" reply or similar response is delivered to the computer from which the email was sent, the email will not be taken to be received and the sender shall use an alternative method of sending the notice;
  - (b) on the business day on which it is received unless it is received after 5:00pm in which case it will be taken to have been served on the commencement of the next business day.

### **40. DELAYED COMPLETION AND THE EXPENSES**

- 40.1 If the purchase price, or any part of the purchase price is not paid by the Purchaser to the Vendor on the Completion Date, then (in addition to all other

remedies available to the Vendor) that part of the price not paid is to carry interest calculated at the rate of ten per cent (10%) per annum (calculated on daily rates) from the Completion Date until the actual date of payment of the purchase price to the Vendor (inclusive of the first date, but exclusive of the latter date). This amount is agreed by the parties to be a reasonable estimation of the vendor's loss for delay and loss of potential investment.

- 40.2 The Purchaser does not have to pay interest during any period that completion does not occur only because the Vendor is unable or unwilling to complete.
- 40.3 The Purchaser can not require the Vendor to complete this Contract unless interest payable pursuant to this contract is paid to the Vendor on completion.
- 40.4 The parties agree that the above interest is a bona fide attempt to pre-estimate damages and not a penalty.
- 40.5 If settlement is booked and the Purchaser either postpones or cancels settlement, the Purchaser will be liable and must pay on demand an amount of \$220.00 in payment of the costs incurred by the Vendor due to cancelled or postponed settlement.
- 40.6 If the Vendor serves a Notice to Complete on the Purchaser then in addition to interest pursuant to these conditions, the Purchaser shall also pay to the Vendor the sum of \$275.00 (inclusive of GST) to reimburse the Vendor for the legal expenses of having to issue such Notice to Complete. The parties agree this is a genuine pre-estimate of those additional expenses and not a penalty and is to be allowed by the Purchaser to the Vendor on completion without prejudice to any other rights of the Vendor. This is an essential term of this Contract.

#### **41. RELEASE OF DEPOSIT**

It is hereby expressly agreed that the Purchasers will raise no objection to the deposit moneys referred to herein being released on exchange of contracts for the purpose of the Vendors purchasing another property or utilising such deposit moneys for payment of their stamp duty on their purchase. It is agreed that such deposit moneys if required for a deposit on another purchase, shall be held in a Solicitors or Real Estate Agents Trust Account pending completion of this Contract.

#### **42. PURCHASER'S AGENT INDEMNITY**

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any estate agent or agency (other than the Vendor's Agent (if any)) nominated in this Contract and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach of this warranty to the intent that all damages costs and expenses on a solicitor and client basis

which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. The provisions of this clause shall not merge on completion.

#### **43. SERVICES**

No objection or requisition or claim for compensation shall be made by the Purchaser in respect of any of the following matters:-

- 43.1 any existing gas, electricity or telephone service to the property.
- 43.2 the presence on the property of any gas pipes, electricity wires or telephone wires.
- 43.3 any mains or pipes of any water (including storm water), sewerage or drainage authority passing through the property or any proposal for the same.
- 43.4 the presence of any sewer, manhole or vent on the property.

#### **44. SEVERABILITY**

In the event that any one or more terms, conditions or other provisions of this Agreement be found or held to be unlawful or unenforceable at law, it or they shall be deemed to be void and severed from this Agreement but all other terms, conditions and provisions of this Agreement shall remain on foot with full force and effect.

#### **45. DEPOSIT**

If the Vendor accepts and the Purchaser pays a deposit which is less than 10% of the purchase price stated on the front page of this Contract, regardless of what amount is shown as the deposit payable on the front page of this Contract, it is agreed between the Vendor and the Purchaser that the deposit payable by the Purchaser is 10% of the purchase price. Any amount paid by the purchaser which is less than 10% of the purchase price is agreed by the parties as the first instalment of the deposit payable by the purchaser and the remaining instalment is to be paid by the Purchaser on completion of this Contract or on termination of this Contract by the Vendor whichever is the earlier.

#### **46. SWIMMING POOL**

In the event that a swimming pool is included in the property the subject of this Contract the Purchaser shall take the swimming pool and surrounds and fencing, if any, in its present state of repair and will not make any objection, requisition or claim for compensation in relation thereto or as to compliance or otherwise with the Swimming Pools Act, 1992 by the swimming pool surrounds and in particular should

the Purchaser require a swimming pool fence or should any competent authority issue any notice requiring the erection of a swimming pool fence or other work be required pursuant to the Swimming Pools Act, 1992 such fence shall be erected or work carried out by the Purchaser at the Purchaser's expense.

**47. DISCHARGE OF MORTGAGE**

The Purchaser is not entitled to require the Vendor prior to settlement to register a discharge of any mortgage or a withdrawal of any caveat affecting the property but will accept on settlement a properly signed discharge of any such mortgage or withdrawal of any such caveat as the case may be on due allowance being made for the appropriate registration fees.

**48. SURVEY REPORT**

The Vendor specifically discloses any encroachment and/or non compliance described in the Survey Report (if any) annexed hereto. The Purchaser shall not be entitled to make any objection, requisition, claim for compensation or any other claim nor shall it be entitled to rescind or terminate this Contract by reason of any of the matters disclosed in the Survey Report.

**49. SECTION 184 / SECTION 26 CERTIFICATES**

- 49.1 This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).
- 49.2 The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the Strata Schemes Management Act 2015 or for the Section 26 Certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.
- 49.3 The Vendor hereby authorises the Purchaser to apply for the Section 184 Certificate under the Strata Schemes Management Act 2015 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least seven (7) days prior to completion.

**50. GOODS AND SERVICES TAX (GST)**

The Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from a breach of this warranty. This right continues after completion.

**51. FIRB**

51.1 The Purchaser warrants that they are a naturalised person who is ordinarily resident in Australia whether as a natural person or a corporation.

51.2 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 does not apply to the Purchaser or to this transaction and in the event of a breach by the Purchaser of this warranty, the Purchaser agrees to indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be suffered by the vendor (including forfeiture of deposit of another property by the Vendor).

**52. CORPORATION AS A PURCHASER**

In consideration of the Vendor entering into this Contract with the Purchaser, it is an essential clause of this Contract that the Director/s who execute this Contract guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any unlawful rescission or unlawful termination will not waive the objection arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

**53. REQUISITIONS ON TITLE**

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

**54. SEWERAGE DIAGRAMS**

The Purchaser acknowledges the sewerage diagrams annexed hereto 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 diagrams.



## **55. ELECTRONIC SIGNATURE AND EXCHANGE**

- 55.1 The parties consent to this Contract and any document and notice under or relating to this Contract being signed by or on behalf of a party by an electronic signature.
- 55.2 A party may execute this Contract by signing any counterpart which may be electronically signed or executed in wet ink in any number of counterparts, and that all counterparts, taken together, would constitute one instrument.
- 55.3 This Contract is binding on the parties on exchange of counterparts, which can be exchanged electronically by email. A copy of the counterpart that is electronically scanned and emailed must be treated as an original counterpart, and is sufficient evidence of the execution of the original.
- 55.4 Nothing in this clause 55 prevents or restricts the parties from executing and exchanging physical copies of the Contract.
- 55.5 Where an electronic signature has been used to sign this Contract and any document and notice under or relating to this Contract, the parties warrant that their electronic signature was used to:
  - (a) identify and authenticate the person signing;
  - (b) where the party is an individual, indicate that the person or persons intended to be bound by the terms of this Contract and the document and notice; and
  - (c) where the party is a company, the person or persons intended to bind the company to the terms of this Contract and the document and notice.
- 55.6 Where this Contract and any document and notice under or relating to this Contract is required by law to be in a physical form, the parties agree that a print out of an electronically signed copy of this Contract and any document and notice would satisfy that requirement.
- 55.7 Each party warrants that the placing of their electronic signature in accordance with this Contract constitutes delivery of this Contract by the individual or the company, as applicable.
- 55.8 Each party acknowledges and agrees that it received and reviewed an entire copy of this Contract prior to applying its electronic signature and agrees to be legally bound on the electronic or photocopy of their signature from the date of this Contract.
- 55.9 The parties must not make any claim in respect of any matter contemplated in this clause.

## **56. SPECIAL CONDITIONS TO PREVAIL**

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

## **CONDITIONS OF SALE BY AUCTION**

Regulations made under the Property Stock and Business Agents Act 2002 prescribes a number of conditions applying to sale by auction of land including:

- (1) If the property is or is intended to be sold at auction the following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
  - (c) The highest bidder is the purchaser subject to any reserve price;
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller;
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer;
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for the sale.
- (2) The following conditions, in addition to those prescribed in subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



FOLIO: 12/1273190

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SEARCH DATE	TIME	EDITION NO	DATE
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26/6/2025	2:18 PM	3	18/4/2023

LAND

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LOT 12 IN DEPOSITED PLAN 1273190  
AT BOX HILL  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF NELSON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1273190

FIRST SCHEDULE

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SAID AQIL (T AT15255)

SECOND SCHEDULE (7 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G658562 COVENANT
- 3 DP1273190 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1273190 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT
- 5 DP1273190 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1273190 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 AT15256 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

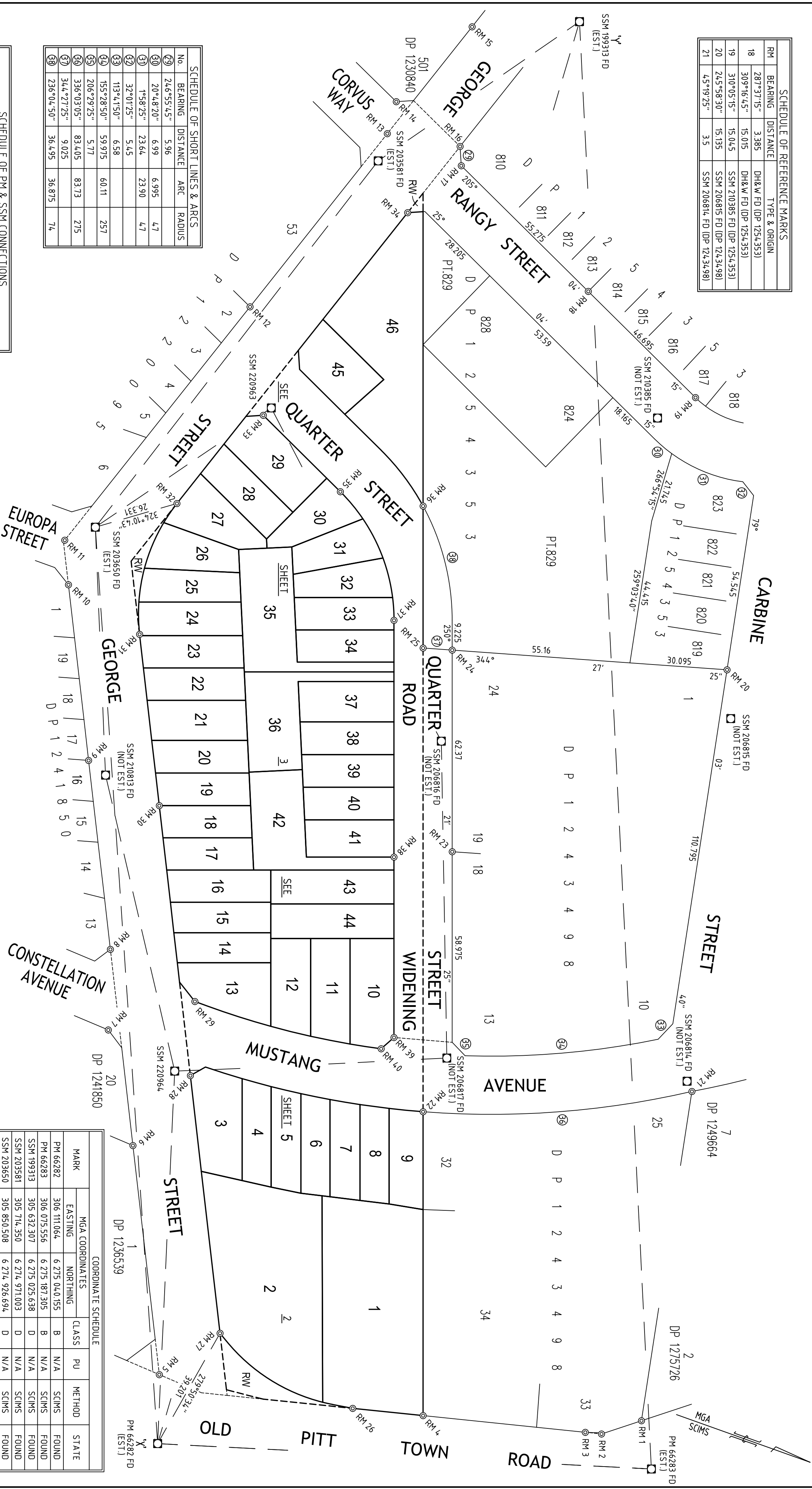
240321- Said Aqil...

PRINTED ON 26/6/2025

SCHEDULE OF REFERENCE MARKS			
RM	BEARING	DISTANCE	TYPE & ORIGIN
18	287°37'15"	3.385	DH&W FD (DP 1254.353)
19	309°16'45"	15.015	DH&W FD (DP 1254.353)
20	310°05'15"	15.045	SSM 210385 FD (DP 1254.353)
21	245°58'30"	15.135	SSM 206815 FD (DP 124.34.981)
21	45°19'25"	3.5	SSM 206814 FD (DP 124.34.981)

SCHEDULE OF SHORT LINES & ARCS			
No.	BEARING	DISTANCE	ARC RADIUS
29	246°55'45"	5.96	
30	20°48'20"	6.99	6.995
31	1°58'25"	23.64	23.90
32	32°01'25"	5.45	
33	113°4'150"	6.58	
34	155°28'50"	59.915	60.11
35	206°29'25"	5.77	257
36	336°03'05"	83.405	83.73
37	344°27'25"	9.025	215
38	236°04'50"	36.495	36.815
39			74

SCHEDULE OF PM & SSM CONNECTIONS			
MARKS		MGA GROUND	SURVEY
PM 66282-SSM 199313	X'-Y'	268°15'47"-4.78.952	268°15'47"-4.78.944
SSM 199313-PM 66283		69°57'47"-4.71.786	69°57'39"-4.71.793
PM 66283-PM 66282		166°26'01"-151.366	166°26'18"-151.368
PM 66282-SSM 203650		246°28'08"-284.173	246°27'27"-284.180
SSM 203650-SSM 203581		288°01'34"-143.179	288°02'59"-143.208
SSM 203581-SSM 199313		303°39'39"-98.565	303°39'30"-98.564
SSM 203650-SSM 220963			
SSM 220963-SSM 206816			
SSM 206816-SSM 206817			
SSM 206817-SSM 220964			
SSM 220964-SSM 210813			
SSM 210813-SSM 203650			
SSM 220964-PM 66282			



HEIGHT SCHEDULE				
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION
PM 66282	64.566	LB	N/A	ADOPTED
PM 66283	64.308	LB	N/A	FROM SCMS-DATUM VALIDATION
SSM 220963	51.179	D	N/A	FOUND
SSM 220964	59.099	D	N/A	PLACED
DATE OF SCMS AHD VALUES:	14.12.2022			HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 66282	PM 66283	-0.254	
PM 66283	SSM 220963	-12.513	TRIGONOMETRIC
SSM 220963	SSM 220964	7.300	HEIGHTING
SSM 220964	PM 66282	5.467	

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 66282	306 111.064	6 275 04.0 155	B	N/A	SCMS	FOUND
PM 66283	306 075.556	6 275 187.305	B	N/A	SCMS	FOUND
SSM 199313	305 632.307	6 275 025.638	D	N/A	SCMS	FOUND
SSM 203581	305 714.350	6 274 971.003	D	N/A	SCMS	FOUND
SSM 203650	305 850.508	6 274 926.694	D	N/A	SCMS	FOUND
SSM 206814	305 950.4	6 275 156.8	E	N/A	SCMS	FOUND
SSM 206815	305 840.2	6 275 131.8	E	N/A	SCMS	FOUND
SSM 206816	305 874.5	6 275 04.8 9	E	N/A	SCMS	FOUND
SSM 206817	305 968.7	6 275 084.4	E	N/A	SCMS	FOUND
SSM 210385	305 761.8	6 275 078.4	E	N/A	SCMS	FOUND
SSM 210813	305 921.7	6 274 955.5	E	N/A	SCMS	FOUND
SSM 220963	305 797.473	6 274 965.552	D	N/A	TRAVERSE	PLACED
SSM 220964	306 000.296	6 275 008.080	D	N/A	TRAVERSE	PLACED
DATE OF SCMS COORDINATES: 14.12.2022			MGA ZONE: 56		MGA DATUM: GDA2020	
COMBINED SCALE FACTOR: 1.000052						

SURVEYOR

DARREN JOHN HORE  
INFOCUS SURVEYORS  
Date: 14.12.2022  
Reference: 2097 EXNZ3/003

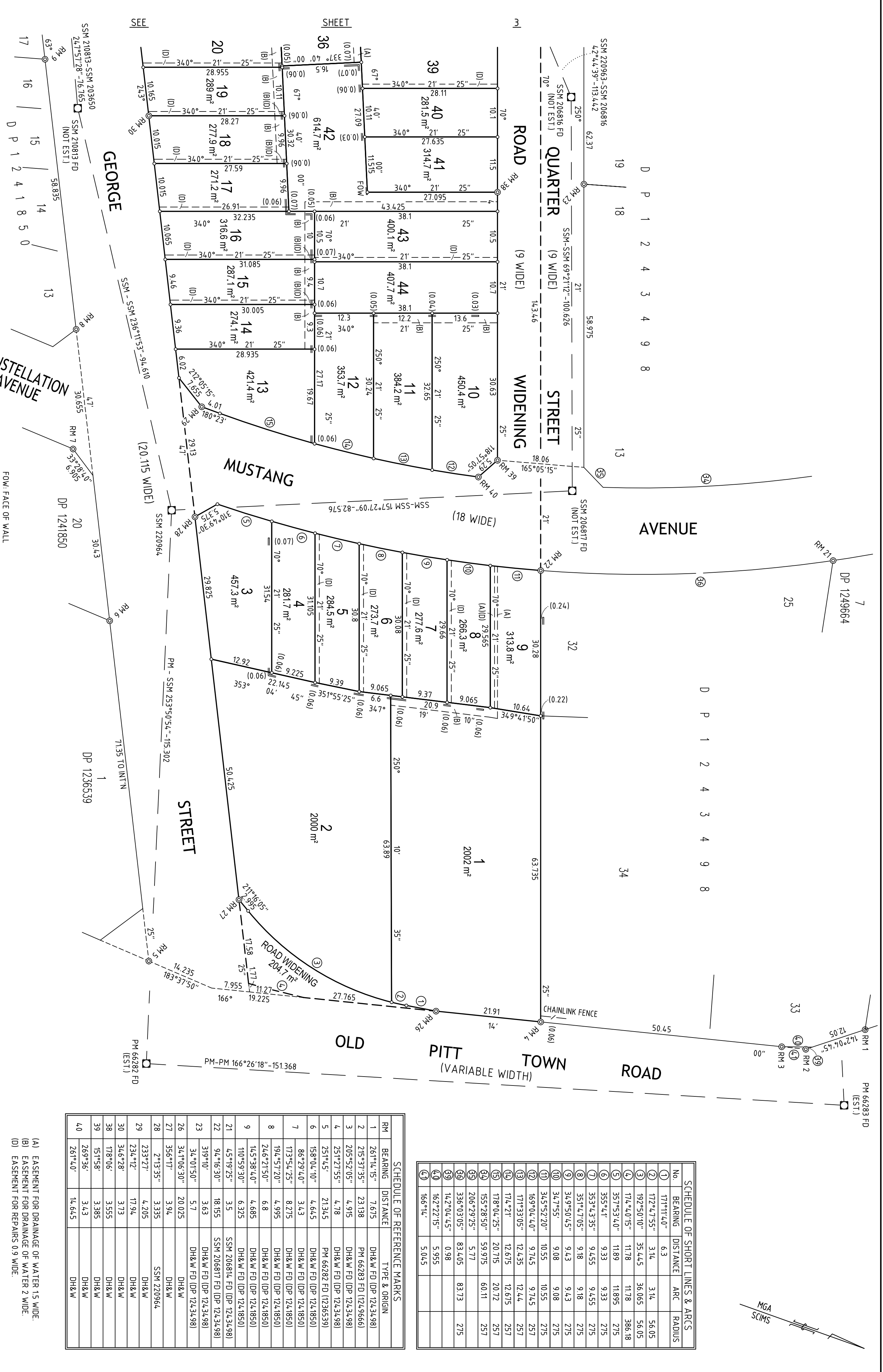
PLAN OF SUBDIVISION OF LOT 151 IN DP 135623

LGA: THE HILLS SHIRE  
Locality: BOX HILL  
Reduction Ratio: 1:800  
Lengths are in metres.

REGISTERED

08/03/2023

DP1273190



SCHEDULE OF SHORT LINES & ARCS				
No.	BEARING	DISTANCE	ARC	RADIUS
①	177°11'40"	6.3	3.14	56.05
②	172°47'55"	3.14	3.14	56.05
③	192°50'10"	35.445	36.065	56.05
④	174°40'15"	11.78	11.78	386.18
⑤	357°53'40"	11.89	11.895	275
⑥	355°41'	9.33	9.33	275
⑦	353°43'35"	9.455	9.455	275
⑧	351°47'05"	9.18	9.18	275
⑨	349°50'45"	9.43	9.43	275
⑩	347°55"	9.08	9.08	275
⑪	345°52'20"	10.55	10.55	275
⑫	169°04'40"	9.745	9.745	257
⑬	177°33'05"	12.435	12.44	257
⑭	174°21'	12.675	12.675	257
⑮	178°04'25"	20.715	20.72	257
⑯	155°28'50"	59.975	60.11	257
⑰	206°29'25"	5.77		257
⑱	336°03'05"	83.405	83.73	275
⑲	142°04'45"	0.98		
⑳	162°22'15"	5.955		
㉑	166°14'	5.045		

SCHEDULE OF REFERENCE MARKS		
RM	BEARING	DISTANCE
1	261°14'15"	7.675
2	215°37'35"	23.138
3	205°52'05"	4.915
4	251°27'55"	4.78
5	251°45'	21.345
6	158°04'10"	4.645
7	86°29'40"	3.43
8	194°57'20"	4.995
9	145°38'40"	4.685
10	110°59'30"	6.325
11	45°54'25"	8.275
12	94°16'30"	18.155
13	319°10'	3.63
14	34°01'50"	5.7
15	34°06'30"	20.025
16	356°17'	3.94
17	2°13'35"	3.335
18	234°12'	17.94
19	346°28'	3.73
20	178°06'	3.555
21	151°58'	3.385
22	269°36'	3.43
23	261°40'	14.645

- (A) EASEMENT FOR DRAINAGE OF WATER 15 WIDE.
- (B) EASEMENT FOR DRAINAGE OF WATER 2 WIDE.
- (D) EASEMENT FOR REPAIRS 0.9 WIDE.

ALL WALLS SHOWN ARE CONCRETE PANEL RETAINING WALLS WITH STEEL I-BEAM POSTS (0.1 WIDE). OFFSETS SHOWN ARE TO THE STEEL POSTS.

SURVEYOR

DARREN JOHN HORE  
INFOCUS SURVEYORS

Date: 14.12.2022

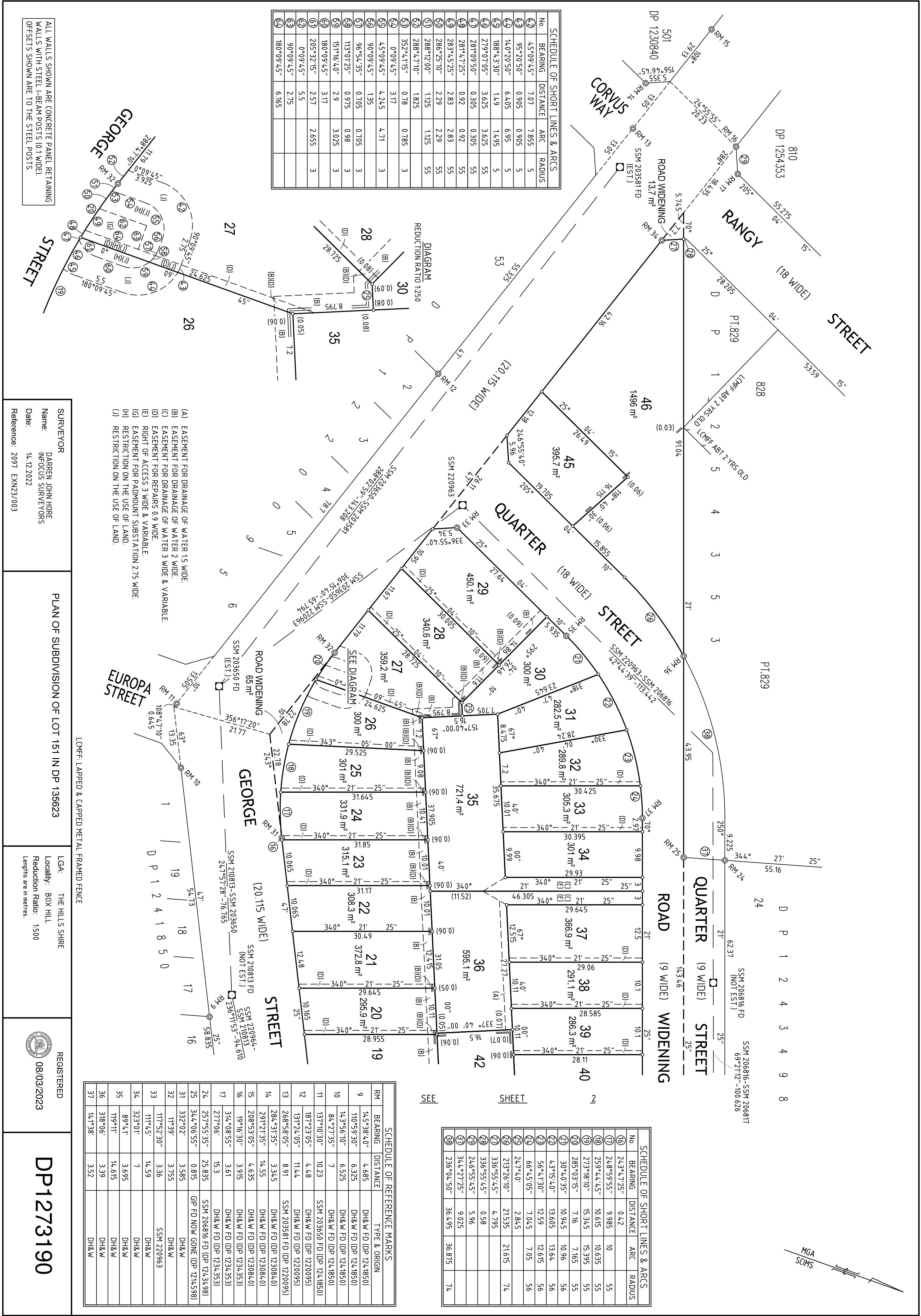
Reference: 2097 EXNZ3/003

PLAN OF SUBDIVISION OF LOT 151 IN DP 135623

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

REGISTERED  
08/03/2023

DP1273190



SCHEDULE OF SHORT LINES & ARCS			
No.	BEARING	DISTANCE	ARC RADIUS
1	45°09'45"	7.07	7.855
2	95°20'50"	0.905	0.905
3	140°20'50"	6.405	6.95
4	188°43'30"	1.49	1.495
5	279°07'05"	3.625	3.625
6	281°09'50"	0.305	0.305
7	283°45'25"	0.92	0.92
8	286°25'10"	2.29	2.29
9	288°12'00"	1.125	1.125
10	288°47'10"	1.825	1.825
11	352°41'15"	0.78	0.785
12	0°09'45"	3.17	4.71
13	45°09'45"	4.245	4.71
14	90°09'45"	1.35	0.705
15	96°54'35"	0.705	0.705
16	113°01'25"	0.975	0.98
17	151°16'40"	2.9	3.025
18	180°09'45"	3.17	3.025
19	205°32'15"	2.57	2.655
20	0°09'45"	5.5	5.5
21	90°09'45"	2.75	2.75
22	180°09'45"	6.165	6.165

DIAGRAM  
REDUCTION RATIO 1:250

- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (B) EASEMENT FOR DRAINAGE OF WATER 2 WIDE.
- (C) EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE.
- (D) EASEMENT FOR REPAIRS 0.9 WIDE.
- (E) RIGHT OF ACCESS 3 WIDE & VARIABLE.
- (F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
- (H) RESTRICTION ON THE USE OF LAND.
- (J) RESTRICTION ON THE USE OF LAND.

SCHEDULE OF SHORT LINES & ARCS			
No.	BEARING	DISTANCE	ARC RADIUS
1	243°47'25"	0.42	55
2	248°59'55"	9.985	10
3	259°44'45"	10.615	10.635
4	273°18'10"	15.345	15.395
5	285°03'15"	7.16	7.165
6	30°40'35"	10.945	10.96
7	43°15'40"	13.605	13.64
8	56°41'30"	12.59	12.615
9	66°45'05"	7.045	7.05
10	247°40"	2.845	74
11	213°26'10"	21.535	21.615
12	336°55'45"	4.795	
13	336°55'45"	0.58	
14	246°55'45"	5.96	
15	344°27'25"	9.025	
16	236°04'50"	36.875	74

SCHEDULE OF REFERENCE MARKS		
RM	BEARING	DISTANCE
1	145°38'40"	4.685
2	110°59'30"	6.325
3	143°56'10"	6.525
4	84°27'35"	7
5	137°10'30"	10.23
6	187°23'05"	4.48
7	137°24'05"	11.44
8	268°58'05"	8.91
9	284°31'35"	3.345
10	291°21'35"	14.55
11	208°53'05"	4.635
12	19°16'30"	3.915
13	314°08'55"	3.61
14	277°06'	15.3
15	257°55'35"	25.835
16	344°06'55"	0.815
17	332°02'	3.585
18	117°39'	3.755
19	117°52'30"	3.36
20	111°45'	14.59
21	323°01'	7
22	89°41'	3.695
23	119°11'	14.615
24	318°06'	3.39
25	141°38'	3.52

ALL WALLS SHOWN ARE CONCRETE PANEL RETAINING WALLS WITH STEEL I-BEAM POSTS (0.1 WIDE). OFFSETS SHOWN ARE TO THE STEEL POSTS.

SURVEYOR

DARREN JOHN HORE  
INFOCUS SURVEYORS  
Date: 14.12.2022  
Reference: 2097 EXNZ3/003


PLAN OF SUBDIVISION OF LOT 151 IN DP 135623

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


REGISTERED  
08/03/2023

DP1273190

PLAN FORM 6 (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 Sheet(s)	
Registered:  08/03/2023		OFFICE USE ONLY		OFFICE USE ONLY	
Title System: TORRENS		DP1273190			
PLAN OF SUBDIVISION OF LOT 151 IN DP 135623		LGA: THE HILLS SHIRE Locality: BOX HILL Parish: NELSON County: CUMBERLAND			
<p align="center"><b>Survey Certificate</b></p> <p>I, DARREN JOHN HORE of INFOCUS SURVEYORS UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>14.12.2022</u>, or</p> <p><del>*(b) The part of the land shown in the plan (*being*<u>excluding</u>*)</del> <del>.....</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, ..... the part not surveyed</del> <del>was compiled in accordance with that Regulation, or</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: ..... 'X' - 'Y' ..... Type: *Urban / *Rural The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature:  Dated: <u>14.12.2022</u> ..... Surveyor Identification No: <u>SU000101</u> ..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*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.</small></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: ..... Date: ..... File Number: ..... Office: .....</p>			
<p align="center"><b>Subdivision Certificate</b></p> <p>I, Ben Hawkins *Authorised Person / *General Manager / *Registered Certifier, certify that the provisions of s.6.15 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.</p> <p>Signature:  ..... Registration Number: <u>N/A</u> ..... Consent Authority: <u>THE HILLS SHIRE COUNCIL</u> ..... Date of Endorsement: <u>01 March 2023</u> ..... Subdivision Certificate Number: <u>12/2023/SC</u> ..... File Number: <u>1036/2021/ZB</u> ..... Electronically signed by me, Ben Hawkins affixed by me on 01/03/23</p> <p align="center">*Strike through if inapplicable</p>					
Plans used in the preparation of survey/ <del>compilation</del> R 33791-1603 DP 1231109 DP 135623 DP 1234353 DP 1214598 DP 1241850 DP 1220095 DP 1243498 DP1230840 DP 1254353 DP 1230841		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE: - THE ROAD WIDENING OF OLD PITT TOWN ROAD, GEORGE STREET, RANGY STREET & QUARTER STREET; - THE EXTENSION OF MUSTANG AVENUE & QUARTER STREET; AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.			
Surveyor's Reference: 2097		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 Sheet(s)																																																																																	
Registered:  08/03/2023		OFFICE USE ONLY		OFFICE USE ONLY																																																																																	
PLAN OF SUBDIVISION OF LOT 151 IN DP 135623				DP1273190																																																																																	
Subdivision Certificate Number: 12/2023/SC				This sheet is for the provision of the following information as required:																																																																																	
Date of Endorsement: 01 March 2023				<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>																																																																																	
<p>PURSUANT TO SEC. 88B. OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"><li>EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (A)</li><li>EASEMENT FOR DRAINAGE OF WATER 2 WIDE. (B)</li><li>EASEMENT FOR DRAINAGE OF WATER 3 WIDE &amp; VARIABLE. (C)</li><li>EASEMENT FOR REPAIRS 0.9 WIDE. (D)</li><li>RIGHT OF ACCESS 3 WIDE &amp; VARIABLE. (E)</li><li>POSITIVE COVENANT.</li><li>RESTRICTION ON THE USE OF LAND.</li><li>RESTRICTION ON THE USE OF LAND.</li><li>RESTRICTION ON THE USE OF LAND.</li><li>EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE. (G)</li><li>RESTRICTION ON THE USE OF LAND. (H)</li><li>RESTRICTION ON THE USE OF LAND. (J)</li><li>RESTRICTION ON THE USE OF LAND.</li></ol>																																																																																					
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PLAN FORM 6A (2019)    DEPOSITED PLAN ADMINISTRATION SHEET    Sheet 3 of 5 Sheet(s)																																																																																																																																																																				
<div>Registered:  08/03/2023</div> <div>PLAN OF SUBDIVISION OF LOT 151 IN DP 135623</div> <div>Subdivision Certificate Number: 12/2023/SC Date of Endorsement: 01 March 2023</div>		<div>OFFICE USE ONLY</div> <div>DP1273190</div> <div>This sheet is for the provision of the following information as required:<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>																																																																																																																																																																		
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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 Sheet(s)

Registered:



08/03/2023

OFFICE USE ONLY

OFFICE USE ONLY

DP1273190

PLAN OF SUBDIVISION OF LOT 151 IN  
DP 135623

Subdivision Certificate Number: 12/2023/SC  
Date of Endorsement: 01 March 2023

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with Section 88B *Conveyancing Act 1919*
- Signatures and Seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONSENT OF OWNERS:

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the Authority specified.

Corporation: LANDEN BOX HILL PTY LTD

ACN: 643 353 146

Authority: Section 127 of the Corporations Act 2001

RASHED PANABIA

Director

DIMITRIOS DIONYSIOS

Director / Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2097

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 Sheet(s)

Registered:



08/03/2023

OFFICE USE ONLY

OFFICE USE ONLY

DP1273190

PLAN OF SUBDIVISION OF LOT 151 IN  
DP 135623


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

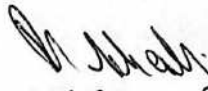
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Subdivision Certificate Number: 12/2023/SC

Date of Endorsement: 01 March 2023


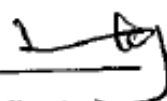
CONSENT OF MORTGAGEE:

  
HELGA SCHEMBER

  
MICHAEL SCHEMBER

Witnessed by Nicholas Michael Sullivan 

69 Hay Street, Ashbury, 2193, NSW

Centaur Property Holdings Pty Ltd (ACN 165705 662)	
	
Signature	Signature
<u>Joshua Rowe</u>	<u>Weisi Lin</u>
Name of Director	Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2097

8 0399-1 W

FEB 23 1957

G 658562

R.P. 6.

New South Wales



FEES:—

£ s. d.

Lodgment ...

Endorsement

Certificate

TOTAL



**MEMORANDUM OF TRANSFER**  
BY MORTGAGEE UNDER POWER OF SALE  
(REAL PROPERTY ACT, 1900.)

WE, AMY GWENDOLINE HALLORAN, Widow, JOYCE and AUDREY HALLORAN  
Spinners, WARREN HALLORAN, Accountant all of Bellevue Hill AND  
LAURENCE HALLORAN Engineer of Cooma

being the Mortgagee under Memorandum of Mortgage No. A427105 dated  
3rd July 1917, from George Alan Terry the registered proprietor of an estate in fee simple<sup>b</sup> in the  
land hereinafter described, subject, however, to such encumbrances, liens, and interests as are  
notified by memorandum underwritten or endorsed hereon in consideration of Two hundred  
and sixty pounds (£ 260.0.0 ) (the  
receipt whereof is hereby acknowledged) paid to us by WIESLAW ANDREW TOMCZAK  
of Mosman, Labourer

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

a Name of Mortgagor.

b If a less estate, strike out "in fee simple," and interline the required alteration.

c Full postal address of transferee must be shown.

d If to two or more, add "as joint tenants" or "as tenants in common."

e If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

f If part only of the land comprised in a certificate or certificates is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision of the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

g A very short note will suffice.

(herein called the transferee) do hereby in exercise of their power of sale as such Mortgagee transfer to the said transferee<sup>d</sup> all the estate and interest of the said Mortgagor or other the registered proprietor of all that land mentioned in the schedule following:—

County.	Parish.	REFERENCE TO TITLE <sup>e</sup>			Description of Land. (If part only.) <sup>f</sup>
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>NELSON</u>	<u>PART</u>	<u>5431</u>	<u>65</u>	being Lot 15 in Deposited Plan No. 10157

And the transferee covenants with the transferor that no fence shall be erected on the said land to divide it from any adjoining land of the Transferor without the consent of the transferor but such consent shall not be withheld if the fence shall be erected without expense to the transferor and in favour of any person dealing with the transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

THE BENEFIT of the foregoing restriction is appurtenant to the adjoining land of the transferor but upon transfer of all such adjoining land the fencing covenant shall become absolutely void.

THE LAND which is subject to the burden of the said restriction is the said land hereby transferred.

THE aforesaid Transferors their heirs executors administrators but not their assigns are the persons or person having the right to release vary or modify the said restriction.

ENCUMBRANCES, &c., REFERRED TO.

Signed at Sydney the 2nd day of January 1957

"Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

"Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere see over.

i Repeat attestation if necessary.

If the Transferee or Transferee since last death, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, 1900.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on the back hereof signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the person taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

52463

G658562

LODGED BY W. M. Adams & Co  
185 Elizabeth St, Dep

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 50619 & 52722 Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

<sup>1</sup> Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Sydney the second day of January 1957

Signed in the presence of W. M. Adams & Co Sydney

CERTIFICATE OF REGISTRAR-GENERAL, J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.<sup>k</sup>

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_, the attesting witness to this instrument, the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

<sup>k</sup> To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED.	MEMORANDUM OF TRANSFER.	DOCUMENTS LODGED HEREWITH.
	<u>Subj to Covenant.</u>	To be filled in by person lodging dealing.
		1. _____ Received Docs.
		2. _____
		3. _____ Nos.
		4. _____
		5. _____ Receiving Clerk.
		6. _____
		7. _____

Checked by	Particulars entered in Register Book.
<u>G.B.</u>	Volume <u>5431</u> Folio <u>65</u>

Passed (in S.D.B.) by	
<u>[Signature]</u>	the <u>5th</u> day of <u>June</u> 19 <u>57</u>
	at <u>12</u> minutes past <u>2</u> o'clock in the
Signed by	<u>after</u> noon.

[Signature] Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<u>[Signature]</u>	<u>22/2</u>
Draft written	<u>[Signature]</u>	<u>12/2</u>
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers	<u>[Signature]</u>	<u>6/6/57</u>
Cancellation Clerk		
Vol.	<u>7301</u>	Fol. <u>51</u>

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom the parties should sign or acknowledge before the Mayor or Chief Officer of any corporation or a Notary Public.

Where the instrument is executed in any foreign country, then the parties should sign or acknowledge before a British Consular Officer or Australian Consular Officer (as defined in Section 168 of the Conveyancing Act 1919-1933) exercising his functions in that country, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1 10s., if accompanied by the relevant title or evidence of production thereof, (b) £1 15s. otherwise. This fee includes endorsement on the first Certificate. In addition, the following fees are payable:—(a) 5s. for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 2s. 6d. for each additional folio where the Certificate exceeds fifteen folios, (d) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram, (e) 10s. where the Transfer contains a covenant purporting to affect the user of any land, (f) 10s. where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

G711382 to follow

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

(Lengths are in metres)

(Sheet 1 of 13 sheets)

**PLAN: DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

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

Landen Box Hill Pty Ltd  
21 Solent Circuit  
Norwest NSW 2153

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide. (A)	9 36	1 & 2 42
2	Easement for Drainage of Water 2 Wide. (B)	1 10 11 14 15 16 18 19 20 21 22 23 24 25 26 27 28 29 42	2 11 & 12 12 13 13 & 14 13, 14 & 15 17 17 & 18 17, 18 & 19 17 – 20 inclusive 17 – 21 inclusive 17 – 22 inclusive 17 – 23 inclusive 17 – 24 inclusive 17 – 25 inclusive 17 – 26 inclusive & 35 17 – 27 inclusive & 35 17 – 28 inclusive & 35 13 – 16 inclusive
3	Easement for Drainage of Water 3 Wide & Variable. (C)	35 36	36 & 42 35 & 42

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council .....

  
Authorised Officer

(Lengths are in metres)

(Sheet 2 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
 covered by Council's Certificate No. 12/2023/SC  
 Dated: 01/03/2023

4	Easement for Repairs 0.9 Wide. (D)	5	4
		6	5
		7	6
		8	7
		9	8
		15	14
		16	15
		17	16
		18	17
		19	18
		20	19
		21	20
		23	22
		24	23
		25	24
		26	25
		27	26
		28	27
		29	28
		32	33
		33	34
		37	38
		38	39
		39	40
		43	44
5	Right of Access 3 Wide & Variable. (E)	35 36	36 35
6	Positive Covenant.	35 36	36 35
7	Restriction on the Use of Land.	1 - 45 inclusive	The Hills Shire Council
8	Restriction on the Use of Land.	Each lot 1 – 45 inclusive	Every other lot 1 – 45 inclusive
9	Restriction on the Use of Land.	Each lot 1 – 45 inclusive	Every other lot 1 – 45 inclusive

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
 Authorised Officer

(Lengths are in metres)

(Sheet 3 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

10	Easement for Padmount Substation 2.75 Wide. (G)	27	Epsilon Distribution Ministerial Holding Corporation
11	Restriction on the Use of Land.	Pt 26 & Pt 27 designated (H)	Epsilon Distribution Ministerial Holding Corporation
12	Restriction on the Use of Land.	Pt 26 & Pt 27 designated (J)	Epsilon Distribution Ministerial Holding Corporation
13	Restriction on the Use of Land.	4 - 8 inclusive, 14, 15, 17-20 inclusive, 31, 32, 38, 39 & 40	The Hills Shire Council

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
.....  
Authorised Officer



(Lengths are in metres)

(Sheet 4 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

## **PART 2 (Terms)**

### **Terms of Easements numbered 1, 2 & 3 in the abovementioned plan:**

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended.

### **Terms of Easement numbered 4 in the abovementioned plan:**

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

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

### **Terms of Easement numbered 5 in the abovementioned plan:**

A Right of Access as set out in Schedule 8, Part 14 of the Conveyancing Act 1919, as amended.

### **Terms of Positive Covenant numbered 6 in the abovementioned plan:**

The registered proprietor of the lot(s) hereby burdened will in respect of the Right of Access (E) referred to in the above plan:

1. Maintain the driveway surface and any associated drainage system in reasonable working condition.
2. Repair and/ or restore the driveway surface and associated drainage system as nearly as practicable to its former condition.
3. Share the costs of the above works equally (or proportionally to usage) with all other registered proprietors of other lots similarly burdened by this covenant.
4. Allow the placement and maintenance of a letterbox for any and all of the lots serviced by the right of access within the right of access at a location on either side of the driveway at the front of the site facing the road alignment.

### **Terms of Restriction numbered 7 in the abovementioned plan:**

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

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
.....  
Authorised Officer

(Lengths are in metres)

(Sheet 5 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

**Terms of Restriction numbered 8 in the abovementioned plan:**

1. In this restriction on the use of land, the following expressions have the following meaning:
  - (a) Landen means Landen Box Hill Pty Ltd and each of its successors and assigns excluding purchasers on sale.
2. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Landen, its successors and assigns other than purchasers on sale.
3. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
4. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
5. No noxious, noisome, or offensive occupation, trade, business, manufacturing, or home industry shall be conducted or carried out on any lot burdened.
6. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
7. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Landen having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Landen but nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale if:
  - 7.1. any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
    - (a) any such sign is painted and/or decorated in its entirety by a professional Signwriter.
8. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two and a half (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
9. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
10. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
Authorised Officer

(Lengths are in metres)

(Sheet 6 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

11. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:
  - (a) not visible from any public road and/or place; or is
  - (b) screened from any public road and/or place in a manner approved by Landen.
12. No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
13. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
14. No waste storage bins shall be permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
15. No landscaping shall be made between the building line and the common boundary of the Public Road and the Lot Burdened UNLESS the landscaping is made with a combination of grass turf and garden beds including plants and trees.
16. No fencing shall be erected between the building line of the burdened lot and the Public Road(s) the said burdened lot fronts. No fence shall be erected on the remaining side and rear boundaries UNLESS the fence is timber, lapped and capped in style, a maximum height of 1.8 metres and returns from the side boundary to the corner of the building.
17. No retaining wall shall be constructed between the building line and the common boundary of the Public Road and the Lot Burdened UNLESS the retaining wall is constructed with masonry materials consistent with the materials and colour of the dwelling erected on the lot burdened.

**Terms of Restriction numbered 9 in the abovementioned plan:**

1. No dwelling is to be erected or is to remain erected on the burdened lot unless the design of such dwelling complies with the 'Box Hill by Landen Property Design Guidelines'.
2. No Development Application for the erection of a dwelling on the lot burdened is to be submitted to The Hills Shire Council unless accompanied by a letter from Landen Box Hill Pty Ltd confirming that the design of such dwelling complies with the 'Box Hill by Landen Property Design Guidelines'.
3. No Complying Development Certificate for the erection of a dwelling on the lot burdened is to be issued unless accompanied by a letter Landen Box Hill Pty Ltd confirming that the design of such dwelling complies with the 'Box Hill by Landen Property Design Guidelines'.
4. These Restrictions shall cease to have effect when a dwelling has been erected on all of the burdened lots.

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
Authorised Officer

(Lengths are in metres)

(Sheet 7 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

**Terms of Easement numbered 10 in the abovementioned plan:**

The terms set out in Section 1 of Memorandum No. AR578978S are incorporated into this document.

**Terms of Restriction numbered 11 in the abovementioned plan:**

- 1.0 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 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.6 **restriction site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land.
- 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 prescribed authority with an engineer's certificate to this effect.
- 3.0 The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

Approved by Council .....

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

  
Authorised Officer

(Lengths are in metres)

(Sheet 8 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

- 5.2 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 the prescribed authority.

**Terms of Restriction numbered 12 in the abovementioned plan:**

**1.0 Definitions**

- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **owner** means the registered proprietor of the lot or Torrens Title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.3 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **restriction site** means that part of the lot or Torrens Title land that is affected by the restriction on the use of land.

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

**3.0 Electricity Network Assets (Authorised Transactions) Act 2015**

- 3.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 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 the prescribed authority.

**Terms of Restriction numbered 13 in the abovementioned plan:**

No development shall be permitted be on the lot(s) hereby burdened except for development in accordance with the building envelope plan prepared by Orion Consulting Project No. 20-0177, Set No. 01, Plan 001, Revision 01 dated 15/12/2020 approved by The Hills Shire Council.

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
Authorised Officer

(Lengths are in metres)

(Sheet 9 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

Name of Person or Authority whose consent is required to release, vary or modify

Easements numbered: 1, 2, 3, 4 & 5

in the abovementioned plan is The Registered Proprietor of the benefited lots.

Name of Authority whose consent is required to release, vary or modify

Restrictions numbered: 7 & 13

Positive Covenant numbered: 6

in the abovementioned plan is The Hills Shire Council.

Name of Person or Authority whose consent is required to release, vary or modify

Restrictions numbered: 8 & 9

in the abovementioned plan is Landen Box Hill Pty Ltd for such period as it is the Registered Proprietor of any land benefited by these restrictions.

Name of Authority whose consent is required to release, vary or modify

Easement numbered: 10

Restrictions numbered: 11 & 12

in the abovementioned plan is Epsilon Distribution Ministerial Holding Corporation  
(ABN 59 253 130 878)

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
Authorised Officer

(Lengths are in metres)

(Sheet 10 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 14.12.2022 01/03/2023

**SIGNATURES**

**Consent of Owners:**

**Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the Authority specified.**

Corporation: LANDEN BOX HILL PTY LTD

ACN: 643 353 146

Authority: **Section 127 of the Corporations Act 2001**

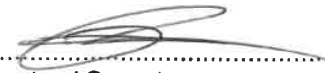
RASHED PANABIG

Director



DIMITRIOS DIONYSATOS

Director / Secretary



Approved by Council .....  
Authorised Officer

(Lengths are in metres)

(Sheet 11 of 13 sheets)

PLAN: **DP1273190**


Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023


**SIGNATURES**

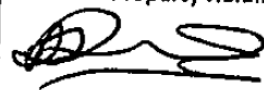
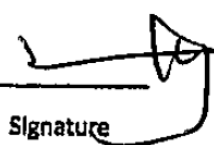
**Consent of Mortgagee:**



HGLGN SCHEMBRI

  
MICHAEL SCHEMBRI

Witnessed by Nicholas Michael Sullivan   
69 Hay Street, Ashbury, 2193, NSW

Centaur Property Holdings Pty Ltd (ACN 165705 662)	
	
Signature	Signature
<u>Joshua Rowe</u>	<u>Weisi Liu</u>
Name of Director	Name of <del>Director</del> /Secretary

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
Authorised Officer



(Lengths are in metres)

(Sheet 12 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

**SIGNATURES**

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

Signature of witness:



Digitally signed by  
Natasha Issac  
Date: 2022.10.20  
10:36:52 +11'00'

Name of witness:

Natasha Issac

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

This document was signed in counterpart  
and witnessed over audio visual link in  
accordance with Section 14G of the  
Electronic Transactions Act 2000.

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 attorney:



Digitally signed by  
Simon Lawton  
Date: 2022.10.20  
10:32:46 +11'00'

Name and position of attorney:

Simon Lawton  
Strategic Property Manager

Power of attorney:

Book 4793 No 57

Signing on behalf of:

Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:

URS25616

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

Approved by Council

  
.....  
Authorised Officer

(Lengths are in metres)

(Sheet 13 of 13 sheets)

PLAN: **DP1273190**

Plan of Subdivision of Lot 151 in DP 135623  
covered by Council's Certificate No. 12/2023/SC  
Dated: 01/03/2023

**SIGNATURES**

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



Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

.....  
Signature of Delegate

Ben Hawkins  
Manager – Subdivision and Development Certification  
.....

Name of Delegate

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



Electronically signed by me, Lalana Chulatunga affixed by me on 01/03/23

.....  
Signature of Witness

Lalana Chulatunga  
.....

Name of Witness

C/- The Hills Shire Council, 3 Columbia Court, Norwest  
.....  
.....  
.....

Address of Witness

Electronically signed by me, Ben Hawkins affixed by me on 01/03/23

REGISTERED:



08/03/2023

Approved by Council



.....  
Authorised Officer

Lodger Details

Lodger Code 500001  
Name NATIONAL AUSTRALIA BANK LIMITED  
Address L 8, 700 BOURKE ST  
MELBOURNE 3008  
Lodger Box 45A  
Email PEXA.NOTIFICATIONS@NAB.COM.AU  
Reference BROKER CM TEAM

For Office Use Only

AT15256

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
12/1273190		

Mortgagor

Given Name(s)	SAID
Family Name	AQIL

Mortgagee

Name	NATIONAL AUSTRALIA BANK LIMITED
ACN	004044937
Australian credit licence	230686

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	AP597410
(b) Additional terms and conditions	Nil

Mortgage Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.  
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.  
The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:  
(a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and  
(b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	NATIONAL AUSTRALIA BANK LIMITED
Signer Name	VIHARAGEDARA JAYASINGHE
Signer Organisation	NATIONAL AUSTRALIA BANK LIMITED
Signer Role	EMPLOYEE CERTIFIER
Execution Date	17/04/2023

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **SAID AQIL**  
Purchaser:  
Property: **109 MUSTANG AVE BOX HILL NSW 2765**  
Dated: **01 July 2025**

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy 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 or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. 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.
15.
  - (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*.
16. 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?

17. 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?
- 18.
- (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 dividing 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**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. 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?
- 22.
- (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?
23. 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**

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

**Requisitions and transfer**

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.



Our Ref: 240321-SAID AQIL  
Your Ref:

**01/07/2025**

Dear Sir/Madam,

**Re: 240321-SAID AQIL**

**Purchaser:**

**Property: 109 MUSTANG AVE BOX HILL NSW 2765**

We refer to the above matter and note the requestions shared by your office for us to respond to. As such as are instructed to reply to those requisitions on title as follows:

1. Noted.
2. No.
3. (a)-(f) Not applicable.
4. No.
5. (a)-(b) Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. Purchaser to rely on their own enquiries.
10. No.
11. Noted.
12. See the s 47 certificate already provided/attached.
13. Purchaser to rely on their own enquiry.
14. No.
15. (a) As far as vendor is aware yes.
  - (b) No.
  - (c) No.
  - (d) No.
  - (e) Not applicable.



0402 766 427 | 0435 849 082



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[www.lexglobalpartners.com.au](http://www.lexglobalpartners.com.au)



Garnet Street, Sydney, NSW, Australia





16. No.
17. There is no swimming pool.
18. (a) Purchaser is to rely on their own enquiry.  
(b) Purchaser is to rely on their own enquiry.  
(c) Not Applicable.  
(d) Not as far as the vendor is aware.  
(c) Not as far as the vendor is aware.  
(e) Not as far as the vendor is aware.
19. Not as far as the vendor is aware.
20. (a) –(c) - The vendor is not aware.
21. (a) – (f) - The vendor is not aware. Purchaser must rely on their own enquiry.
22. (a) – yes  
(b) – (c) - The vendor is not aware. Purchaser must rely on their own enquiry.
23. The vendor is not aware.
24. Not Applicable.
25. Not Applicable.
26. Noted
27. Noted!
28. Not accepted!
29. Noted! Subject to Contract.

Yours faithfully

**Lex Law Australia**

Shahrnaz Rafi



0402 766 427 | 0435 849 082



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Garnet Street, Sydney, NSW, Australia





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

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **136249**  
Reference: 240321- SAID AQIL:284001  
Issue Date: 26 June 2025  
Receipt No: 7878915  
Fee Paid: \$ 67.00

ADDRESS: 109 Mustang Avenue, BOX HILL NSW 2765  
DESCRIPTION: Lot 12 DP 1273190

The land is zoned:

**Zone R2 Low Density Residential**

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

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

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



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

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

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

#### **Local Environmental Plans**

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

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

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

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

Chapter 3 Hazardous and offensive development  
Chapter 4 Remediation of land

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

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

**SEPP (Precincts-Central River City) 2021** – Including but not limited to  
Chapter 2 State significant precincts  
Chapter 3 Sydney Region Growth Centres

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

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

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

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

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

**SEPP (Housing) 2021**

**SEPP (Sustainable Buildings) 2022**

## **Development Control Plans**

### **The Hills Development Control Plan 2012**

#### **Box Hill Development Control Plan**

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

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

#### **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

No Proposed State Environmental Planning Policies apply to the land.

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

#### **Proposed Development Control Plans**

No Proposed Development Control Plans apply to the land.

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

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

(4) In this section—

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

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

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

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

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan) identifies the land to be:

**Zone R2 Low Density Residential**

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

**Refer Attachment 2(b)**

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

**NO**

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**YES**

Part 4 Principal development standards of State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 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 proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

**NO**

**3 Contributions**

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

**15 - BOX HILL (KILLARNEY CHAIN OF PONDS)**

**THE HILLS SECTION 7.12**

**DRAFT 15 - BOX HILL**

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

(a) the name of the region, and

**NO**

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

**NO**

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

**NO**

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

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

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

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

**4 Complying development**

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

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

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

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

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

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

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

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

**Housing Alterations Code and General Development Code**

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

**Industrial and Business Buildings Code**

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

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

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

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

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

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

## 5 Exempt development

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

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

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

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

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

## 6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

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

**NO**

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

**NO**

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

**NO**

(2) In this section—  
**affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.  
**building product rectification order** has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

## 7 Land reserved for acquisition



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

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

**NO**

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

**NO**

***State Environmental Planning Policy?***

**NO**

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

**NO**

**8 Road widening and road realignment**

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

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

**NO**

(b) an environmental planning instrument, or

**NO**

(c) a resolution of the council.

**NO**

**9 Flood related development controls**

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

**NO**

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

**UNKNOWN**

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

- (3) In this section—

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

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

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

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

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

- (2) In this section—

**adopted policy** means a policy adopted—

(a) by the council, or

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

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

**i. Landslip**

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

**NO**

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

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

**NO**

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

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

**NO**

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

**ii. Bushfire****YES**

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

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

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

**iii. Tidal Inundation****NO**

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

**iv. Subsidence****NO**

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

**v. Acid sulfate soils****NO****vi. Contamination****NO**

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

**vii. Aircraft noise****NO**

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

**viii. Salinity****NO**

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

**ix. Coastal hazards****NO**

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

**x. Sea level rise****NO**

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

**xi. Any other risk, other than flooding****NO**

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

**11 Bush fire prone land**

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

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

**NO**

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

**12 Loose-fill asbestos insulation**

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

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

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

**13 Mine subsidence**

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

**NO****14 Paper subdivision information**

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

**NO DEVELOPMENT PLAN APPLIES**

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

**NO SUBDIVISION ORDER APPLIES**

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

**15 Property vegetation plans**

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

**NO**

**16 Biodiversity stewardship sites**

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

**NO**

Note—

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

**17 Biodiversity certified land**

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

**YES**

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

Note—

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

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

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

**NO**

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

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

**NO**

- (2) In this section—

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

Note—

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

**20 Western Sydney Aerotropolis**

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

**21 Development consent conditions for seniors housing**

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

**NO**

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

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

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

**NO**

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

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

**NO**

(4) In this section—

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

## **23 Water or sewerage services**

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

**NO**

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

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

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

Note—

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

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**THE HILLS SHIRE COUNCIL**

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

Per: 

<p><b>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.</b></p>
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**ATTACHMENT 2(b)  
STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS-CENTRAL RIVER CITY)  
2021, CHAPTER 3 SYDNEY REGION GROWTH CENTRES (APPENDIX 10 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; 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

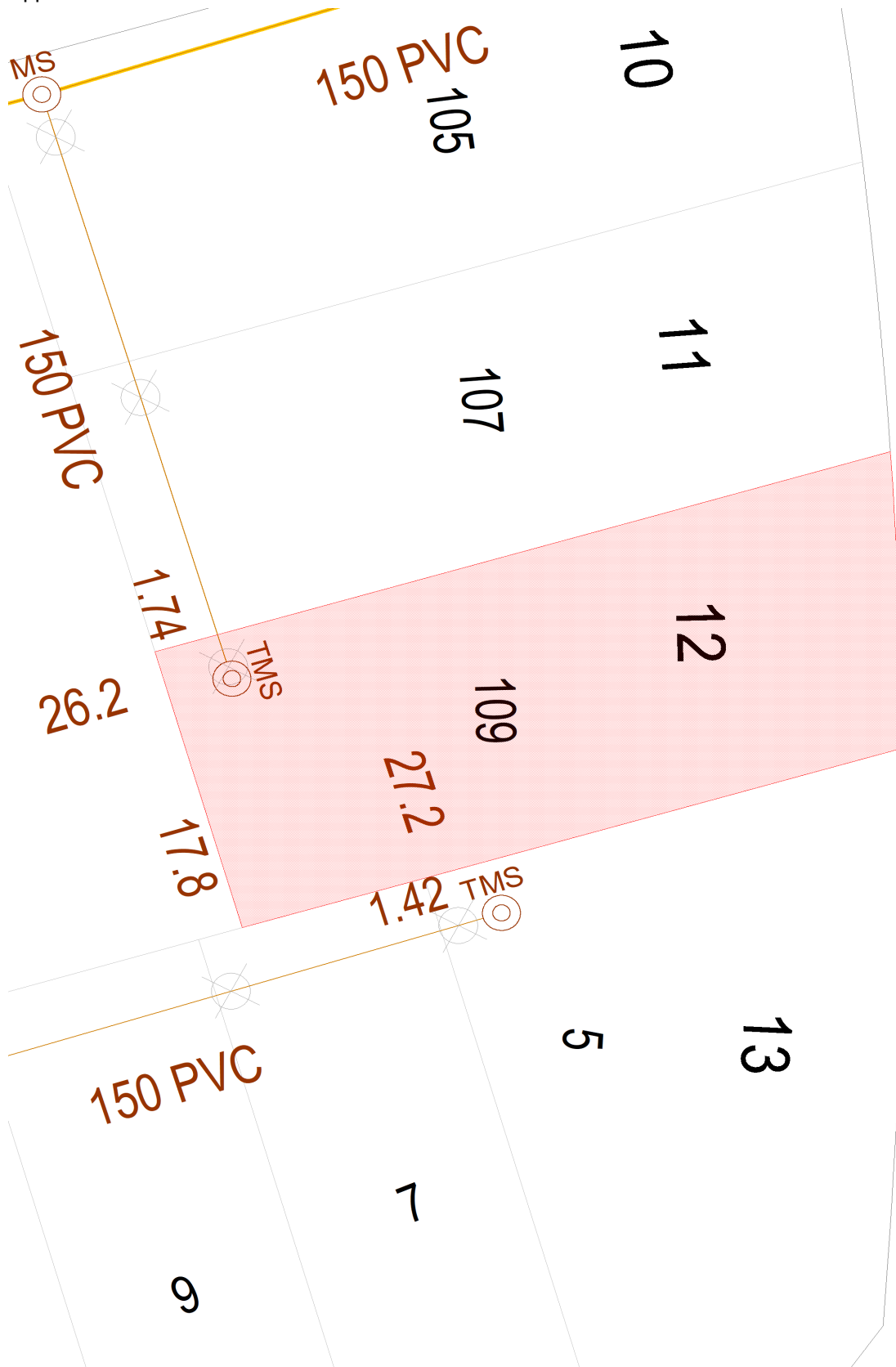
**4 Prohibited**

Any development not specified in item 2 or 3.

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

# Service Location Print

Application Number: 8004411829



Document generated at 26-06-2025 02:40:18 PM

## Disclaimer

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

# Asset Information

## Legend

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

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

26 June 2025

**Infotrack Pty Limited**

**Reference number:** 8004411828

**Property address:** 109 Mustang Ave Box Hill NSW 2765

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**



Revenue

Enquiry ID	4362000
Agent ID	81429403
Issue Date	30 Jun 2025
Correspondence ID	1811451564
Your reference	240321- Said Aqil

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.**

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1273190/12	176 OLD PITT TOWN RD BOX HILL 2765	\$740 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.