

© 2017 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
 You can prepare your own version of pages 1 and 2 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2017

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		Phone: Fax:
co-agent vendor	Goldmate Property Box Hill No 5 Pty Ltd ABN 62 622 099 932 Level 31/2 Park Street, Sydney NSW 2000	
vendor's solicitor	Holding Redlich L65, 19 Martin Place, Sydney NSW 2000	Phone: (02) 8083 0358 Fax: (02) 8083 0399 Ref: Email: albertparksales@holdingredlich.com
date for completion land(address, plan details and title reference)	The day that is 21 days after the vendor serves the Essential Documentation Notice Lot , 19-25 Boundary Road. Albert Park, Box Hill NSW 2765 Unregistered plan: Lot in the Draft Deposited Plan being part lot 2 in DP581645, lot 3 in DP414875 and lot 21 in DP1070858 TBC by client Title: Part folio identifier: 2/581645, 3/414875 and 21/1070858 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	NIL	
attached copies	documents in the List of Documents as marked or 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	There are no inclusions
exclusions	There are no exclusions
purchaser purchaser's solicitor	Phone: Fax: Ref:
guarantor	
price deposit balance	(10% of price)
contract date	(if not stated, the date this contract was made)

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☐ NO ☒ yes
☒ NO ☐ yes

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full

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)

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

List of Documents

General

- ☐ 1 property certificate for the land
☐ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☐ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
☐ 7 section 149(5) information included in that certificate
☐ 8 service location diagram (pipes)
☐ 9 sewerage service diagram (property sewerage diagram)
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 section 88G certificate (positive covenant)
☐ 12 survey report
☐ 13 building certificate given under *legislation*
☐ 14 insurance certificate (Home Building Act 1989)
☐ 15 brochure or warning (Home Building Act 1989)
☐ 16 lease (with every relevant memorandum or variation)
☐ 17 other document relevant to tenancies
☐ 18 old system document
☐ 19 Crown purchase statement of account
☐ 20 building management statement
☐ 21 form of requisitions
☐ 22 clearance certificate
☐ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
☐ 25 evidence of registration
☐ 26 relevant occupation certificate
☐ 27 certificate of non-compliance
☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
☐ 30 plan creating strata common property
☐ 31 strata by-laws not set out in *legislation*
☐ 32 strata development contract or statement
☐ 33 strata management statement
☐ 34 leasehold strata - lease of lot and common property
☐ 35 property certificate for neighbourhood property
☐ 36 plan creating neighbourhood property
☐ 37 neighbourhood development contract
☐ 38 neighbourhood management statement
☐ 39 property certificate for precinct property
☐ 40 plan creating precinct property
☐ 41 precinct development contract
☐ 42 precinct management statement
☐ 43 property certificate for community property
☐ 44 plan creating community property
☐ 45 community development contract
☐ 46 community management statement
☐ 47 document disclosing a change of by-laws
☐ 48 document disclosing a change in a development or management contract or statement
☐ 49 document disclosing a change in boundaries
☐ 50 certificate under Management Act – section 109 (Strata Schemes)
☐ 51 certificate under Management Act – section 26 (Community Land)

Other

- ☐ 52

CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT 1919 (NSW)

I,

of

certify that:

- 1 I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.
- 2 I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919 (NSW)* with reference to a contract for the sale of property being Lot , 19-25 Boundary Road. Albert Park, Box Hill NSW 2765 (**Property**) from Goldmate Property Box Hill No 5 Pty Ltd ABN 62 622 099 932 (**Vendor**) to (**Purchaser**) in order that there will be no cooling off period in relation to the contract.
- 3 I do not act for the Vendor and I am not employed in the legal practice of the solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- 4 I have explained to the Purchaser:
 -) the effect of the contract for the purchase of the Property;
 -) the nature of this certificate; and
 -) that the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the contract.

DATED:

.....
SIGNATURE

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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—SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas authority	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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 may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 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

- 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.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

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

- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the parties to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the parties –
- 30.13.1 normally, the parties must choose that financial settlement not occur; however
- 30.13.2 if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|-----------------------------|--|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

TABLE OF CONTENTS OF ADDITIONAL PROVISIONS

32	AMENDMENT OF PRINTED PROVISIONS	3
33	DEFINITIONS AND INTERPRETATION.....	5
34	VENDOR DISCLOSURES	9
35	CONSTRUCTION CERTIFICATE	12
36	DEVELOPMENT CONSENT.....	12
37	MODIFICATION OF DEVELOPMENT CONSENT	13
38	PURCHASER'S REPRESENTATIONS AND AGREEMENTS	13
39	SELLING AGENT	13
40	INVESTMENT OF DEPOSIT	14
41	GST – MARGIN SCHEME	15
42	GST WITHHOLDING ON NEW RESIDENTIAL LAND	15
43	BANK GUARANTEE	16
44	INTEREST, ADJUSTMENTS AND NOTICE TO COMPLETE	17
45	COUNCIL AND WATER AND SEWERAGE RATES AND LAND TAX.....	18
46	COMPLETION OF THE PURCHASE CONTRACT	19
47	REGISTRATION OF THE ESSENTIAL DOCUMENTATION	20
48	DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS.....	22
49	REPLACEMENT OF DOCUMENTS	23
50	EASEMENTS AND OTHER MATTERS.....	23
51	ENTRIES OR NOTATIONS ON FOLIO IDENTIFIERS.....	25
52	EXERCISE OF CERTAIN RIGHTS TO RESCIND	25
53	CONTRACT NOT SUBJECT TO FIRB APPROVAL.....	25
54	REQUISITIONS.....	26
55	DEVELOPMENT ACTIVITIES.....	26
56	SELLING AND LEASING ACTIVITIES	26
57	ATTACHMENTS.....	27
58	ASSIGNMENT AND NOVATION	27
59	GRANTING OF SECURITY	27
60	ENCUMBRANCES	28

61	CAVEAT BY PURCHASER.....	28
62	TRUSTEE WARRANTIES.....	28
63	GUARANTEE AND INDEMNITY.....	29
64	POSITION OF WATER AND SEWERAGE AUTHORITY'S SEWER AND OTHER SERVICES 31	
65	CONSTRUCTION OF FENCES AND RETAINING WALLS	32
66	STORING AND DUMPING MATERIAL AND WASTE.....	32
67	NO SUBDIVISION OR MULTIPLE OCCUPANCY DWELLINGS	32
68	NO SALE OR TRANSFER WITHOUT VENDOR'S CONSENT.....	32
69	TRANSFeree'S ENTRY INTO DEED	33
70	DEATH, DISABILITY OR INSOLVENCY	33
71	EXECUTION UNDER POWER OF ATTORNEY	34
72	PERSONAL INFORMATION.....	34
73	SERVICE OF DOCUMENTS BY ELECTRONIC MEANS	34
74	CHANGE OF CONTACT PARTICULARS	35
75	GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS	35
76	NO MERGER	35

ADDITIONAL PROVISIONS

32 AMENDMENT OF PRINTED PROVISIONS

The printed provisions of this contract are amended as follows:

- (a) in the heading of **clause 1**, "(a term in italics is a defined term)" is deleted;
- (b) in **clause 1**, the definition of "party" is amended by inserting after "purchaser", "but not the guarantor";
- (c) in **clause 1**, the definition of "serve" is replaced with:
"serve in writing on the other party or any other person specified";
- (d) in **clause 1**, the definition of "depositholder" is replaced with:
"vendor's solicitor";
- (e) **clause 2.9** is deleted;
- (f) **clause 4.3** is replaced with:
"4.3 The vendor is not required to transfer the property to a person (**Subsequent Transferee**) other than the purchaser unless the purchaser delivers to the vendor on or before completion a deed executed by the purchaser and the Subsequent Transferee, in such form as the vendor reasonably requires (at the purchaser's cost) in which the purchaser directs the vendor to transfer the property to the Subsequent Transferee and the Subsequent Transferee agrees to comply with any provisions of this contract intended to have application after completion.";
- (g) **clause 5.1** is replaced with:
"If a form of requisition is attached to this contract, then the purchaser is taken to have made those requisitions on the date that the vendor serves the Essential Documentation Notice"
- (h) in **clause 5.2.1** "within 21 days after the contract date" is deleted and replaced with "within 5 days of the date that the vendor serves the Essential Documentation Notice."
- (i) **clause 7.1.1** is deleted;
- (j) **clause 7.1.3** is replaced with:
"the purchaser does not serve notice waiving the claims within 5 business days after the earlier of the day of that service and the day the vendor serves the Essential Documentation Notice; and";
- (k) in **clause 7.2.2**, "2.9" is replaced with "40.1";

- (l) **clause 10.1** line 1 is replaced with:

“The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of-”;
- (m) in **clauses 10.1.8** and **10.1.9**, “substance” is replaced with “existence”;
- (n) in **clause 13.1**, “clause” is replaced with “contract”;
- (o) in **clause 13.4.3**, “the” is deleted before “completion” and “date” is deleted after “completion”;
- (p) **clauses 14.4, 14.5** and **14.7** are deleted;
- (q) **clause 16.5** is amended by inserting “the document must be in registrable form and” after “registration,” and by deleting “, plus another 20% of that fee”;
- (r) **clause 20.6.5** is replaced with:

“served if it is transmitted by fax:

 - Ñ when the transmission is recorded on the sender’s transmission result report unless:
 - (i) within 24 hours of that time the recipient informs and provides evidence to the sender that the transmission was received in an incomplete or illegible form; or
 - (ii) the transmission result report indicates a faulty or incomplete transmission;
 - Ñ where a party’s solicitor is named in this contract, if the document is transmitted using the solicitor’s fax number stated in this contract or any other fax number which that solicitor has notified to the sender;
 - Ñ where a party’s solicitor named in this contract has changed, if the document is transmitted using that party’s new solicitor’s fax number as notified by that party under **clause 74.1**;
 - Ñ where there is no solicitor named in this contract in respect of a party, if the document is transmitted using the fax number stated in this contract for that party (if any) or any other fax number which that party has notified to the sender; and
 - Ñ on the business day the transmission is received unless it is received after 5pm when the document is taken to have been served at 9.00am on the next business day.”;
- (s) **clause 20.8** is replaced with:

“The provisions of this contract intended to have application after completion continue to apply despite completion.”; and
- (t) **clause 30.1.1** is replaced with:

“the vendor serves a notice that it is an electronic transaction no later than 14 days prior to the completion due date.”;

- (u) without limiting anything contained in **clauses 32(a) to 32(t)** wherever “date for completion” appears in the printed provisions of this contract, they are deleted and replaced with “completion due date”; and
- (v) **clauses 3, 13, 16.6, 19.2.3, 23, 24.3, 25, 28 and 29** are deleted.

33 DEFINITIONS AND INTERPRETATION

33.1 In this contract, unless the context clearly indicates otherwise:

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority.

Bank Guarantee means a bank guarantee for the deposit, or part of the deposit, issued by an issuer satisfactory to the vendor, in its absolute discretion, and in a form satisfactory to the vendor, in its absolute discretion.

Claim means any claim, demand, action, proceeding, judgment, damage, loss, cost, expense or liability however incurred or suffered or made or recovered against any person however arising.

Commissioner means the Commissioner of Taxation;

Conditions Date means 31 December 2018.

Consent Authority means the Minister for Planning, any other Minister, the Planning Assessment Commission, a joint regional planning panel, the Council or other public authority having the function to determine the relevant application, as appropriate.

Construction Certificate means a construction certificate as defined in the *Environmental Planning and Assessment Act 1979* (NSW), as approved by the Development Consent as modified at any time.

Contact Particulars for a person means the person’s address and, if the person has a fax number, that number.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Council means The Hills Shire Council.

Deposited Plan means the deposited plan or combination of deposited plans based on the Draft Deposited Plan registered in respect of all or part of the Development Site to create one or more residential lots.

Deposited Plan Instrument means the instrument based on the Draft Deposited Plan Instrument that is registered with the Deposited Plan.

Development Site means the land contained within lot 2 in DP581645, lot 3 in DP414875 and lot 21 in DP107058 and part lot 1 in DP1231526 plus or minus any land determined by the vendor in its absolute discretion.

Development Activities includes:

- (a) any form of demolition work, excavation work or landscaping work within any part of the Development Site;
- (b) any form of building work or work ancillary to or associated with building work within any part of the Development Site, including the construction or installation of Infrastructure;
- (c) any form of work other than the forms of work referred to in **paragraphs (a) and (b)** of this definition that is considered necessary or desirable by the vendor, including carrying out any other works associated with or ancillary to the development and subdivision of any part of the Development Site;
- (d) placing on, erecting on or attaching to any part of the Development Site, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;
- (e) the subdivision and consolidation of land forming any part of the Development Site; and
- (f) the dedication of land forming any part of the Development Site.

Development Consent means a development consent, or if more than one development consent is required, the development consents granted by a Consent Authority that are necessary to carry out the Development.

Draft Deposited Plan means an unregistered deposited plan or a combination of unregistered deposited plans based on or in or substantially in the form of **Attachment A**.

Draft Deposited Plan Instrument means an unregistered instrument setting out terms of any easements, profits à prendre, restrictions on the use of land and positive covenants intended to be created or released pursuant to the Conveyancing Act on registration of the Deposited Plan based on or in or substantially in the form of **Attachment B**.

Draft Master Plan means an unregistered deposited plan or a combination of unregistered deposited plans based on or in or substantially in the form of **Attachment C**.

Draft Master Plan Instrument means an unregistered instrument setting out terms of any easements, profits à prendre, restrictions on the use of land and positive covenants intended to be created or released pursuant to the Conveyancing Act on registration of the Deposited Plan based on or in or substantially in the form of **Attachment D**.

Energy Authority means the Authority referred to in **Schedule 3**.

Essential Documentation means the Deposited Plan.

Essential Documentation Notice means the notice served by the vendor of the registration of the Essential Documentation.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the regulations made under that Act.

FIRB Approval means the Commonwealth Government's approval under the FIRB Act of the purchaser's proposal to the purchase the property, or other notification by the Commonwealth Government stating that it has no objections to the purchaser's proposal to purchase the property.

FIRB Form means the document, a copy of which is set out in **Attachment F**.

Foreign Person has the meaning given to it in section 4 of the FIRB Act.

Front Page means the cover pages of this contract.

Guaranteed Money means all amounts that, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or that remain unpaid by the purchaser to the vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason.

Guaranteed Obligations means all the purchaser's express or implied obligations to the vendor in connection with this contract or any transaction contemplated by it.

Infrastructure means infrastructure or services to be constructed or installed on the Development Site, as a condition of the Development Consent, a requirement of an Authority or in any other circumstance.

Interest Rate means 10% per annum.

Interim Order means an order issued by the Treasurer under section 68 of the FIRB Act.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Purchaser Warranty means each of the warranties given under **clause 62.2**.

Property Notifications means entries or notations:

- (a) in or substantially in the form set out in **Schedule 2**;
- (b) arising from the registration of documents referred to in **column 2** of **Schedule 8**; and
- (c) required to be registered by the Consent Authority, the Registrar-General or any other Authority.

Registrar-General has the meaning given to it in section 21 of the *Interpretation Act 1987* (NSW).

Replaced Document has the meaning given to it in **clause 48**.

Replacement Document has the meaning given to it in **clause 48**.

Replaced Draft Deposited Plan means a Draft Deposited Plan that is a Replaced Document.

Replacement Draft Deposited Plan means the Draft Deposited Plan that is the Replacement Document for the Replaced Draft Deposited Plan.

Replacement Notice has the meaning given to it in **clause 48**.

Requisitions means the requisitions set out in **Attachment E**.

Selling and Leasing Activities has the meaning given to it in **clause 56**.

Subsequent Transferee has the meaning given to it in **clause 32(f)**.

Sunset Date means the day referred to in **Schedule 5** or any day to which that day is extended under **clause 47.5**.

Taxation Act means the *Taxation Administration Act 1953* (Cth).

Vendor Notice means the notice annexed at **Attachment G**

Water and Sewerage Authority means the Authority referred to in **Schedule 6**.

33.2 Each expression appearing on the Front Page under the heading **term** has the meaning given to it on the Front Page under the heading **meaning of term**.

33.3 In this contract, unless the context clearly indicates otherwise:

- (a) a reference to this contract means this contract and any document that varies, supplements, assigns or novates this contract;
- (b) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (d) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (e) **including** and **includes** are not words of limitation;
- (f) the words **at any time** mean **at any time and from time to time**;
- (g) the word **vary** includes add to, delete from or cancel;
- (h) a word that is derived from a defined word has a corresponding meaning;
- (i) if a party is prevented from making any requisition or claim, delaying completion or rescinding or terminating the contract in connection with a matter disclosed in this contract, this includes any matter contemplated by the matter disclosed in contract;
- (j) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this contract;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this contract;
- (l) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (m) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

- (n) a reference to a company includes its successors and permitted assigns;
- (o) a reference to a document is a reference to a document of any kind including a plan and includes any variation, modification, amendment, supplement or change to that document;
- (p) a reference to an application is a reference to an application of any kind and includes any variation, modification, amendment, supplement or change to that application;
- (q) where this contract refers to a body or authority that no longer exists, unless otherwise prescribed by law, the parties agree to the substitution of a body or authority having substantially the same objects as the named body or authority;
- (r) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (s) a reference to a time is to that time in Sydney;
- (t) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (u) a requirement in this contract to do any thing includes a requirement to ensure that thing is done; and
- (v) the singular includes the plural and vice-versa.

33.4 Headings are inserted for convenience and do not affect the interpretation of this contract.

33.5 The table of contents of the additional provisions is inserted for convenience and no entry in it or the lack of an entry in it or a mistake in an entry in it affects the interpretation of this contract.

33.6 If there is any inconsistency between these additional provisions and **clauses 1 to 31**, these additional provisions prevail.

33.7 Any provision of this contract which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this contract nor affect the validity or enforceability of that provision in any other jurisdiction.

34 VENDOR DISCLOSURES

Subdivision Structure

34.1 The vendor discloses the following about the subdivision structure of the Development Site:

- (a) at the date of this contract, the subdivision, titling and governance structure for the Development Site has not been finalised, and may change from that contemplated and disclosed in this contract;
- (b) it is intended that the part of the Development Site which comprises lot 1 in DP1231526 will be subdivided by a subdivision plan which has been provided with a pre allocated plan number of DP1225042;

- (c) it is intended that the balance of the Development Site including the newly created lot 171 in DP1225042 will then be subdivided by the Draft Master Plan to create lots 1001 to 1037 inclusive in DP1236710;
- (d) it is intended that lot 1036 in DP1236710 and newly created lots 170 and 173 in DP1225042 will subsequently be subdivided by the Draft Deposited Plan to create lots 2001 to 2143 inclusive in DP1236710; and
- (e) it is intended that the Development Site will continue to be subdivided subsequent to the registration of the Deposited Plan.

34.2 The vendor discloses that the vendor intends to register:

- (a) the Draft Master Plan Instrument with the Draft Master Plan;
- (b) the Draft Deposited Plan Instrument with the Draft Deposited Plan; and
- (c) any other document the vendor considers necessary or desirable or which is required by an Authority.

Restriction on Use

34.3 The vendor specifically draws the purchaser's attention to Item 6 in the Draft Deposited Plan Instrument, being a restriction on use which requires a registered proprietor to construct a rainwater tank in accordance with the requirements of the Council, prior to the construction of any dwelling on the property.

Services

34.4 The vendor discloses its arrangements with Authorities providing any service to the Development Site may not have been concluded at the date of this contract.

34.5 The vendor discloses that it will install either before or after completion any services and infrastructure on land adjoining or near to the property (including verges) required to be installed by any consent or approval issued by a relevant Consent Authority in connection with the Development Site.

Water and Sewerage Authority

34.6 The vendor discloses and the purchaser is aware that the position of the Water and Sewerage Authority's sewer on the Development Site at completion may not be as shown in the sewer connection sheet supplied by the Water and Sewerage Authority, a copy of which is attached to this contract, and that a drainage diagram from the Water and Sewerage Authority is not available in the ordinary course of administration.

Easements, etc.

34.7 The vendor discloses that:

- (a) there may be additional easements, profits à prendre, restrictions on use and positive covenants, or entry into leases, substation leases, indemnities and guarantees that may be imposed or required by the Consent Authority or any other Authority or service provider which are not presently disclosed in this contract; and

- (b) if that is the case, changes may be made to the draft documents attached to this contract in order to meet those requirements.

Change of Interest

- 34.8 The vendor discloses that the vendor may at any time assign or novate the vendor's interest in this contract.

Lot references and address of the property

- 34.9 The vendor discloses that:
- (a) the lot number for the property in the Deposited Plan may be different from the lot number for the property in the Draft Deposited Plan referred to on the Front Page;
 - (b) the number of the lot or lots shown as being subdivided in the Draft Deposited Plan may be different from the number of the lot or lots actually subdivided by the Deposited Plan; and
 - (c) the total number of lots shown as being created by the Draft Deposited Plan may be different from the total number of lots actually created by the Deposited Plan.

Consolidation of lots

- 34.10 The vendor discloses and the purchaser is aware that the vendor may, but is not obliged to, consolidate into one lot certain lots in the Deposited Plan.
- 34.11 The purchaser agrees that if the vendor takes the action referred to in **clause 34.10**:
- (a) the action may result in differences between the numbering of lots in the Draft Deposited Plan and the numbering of lots in the Deposited Plan; and
 - (b) the action will not detrimentally affect the property to an extent that is substantial.

Subdivision outline

- 34.12 The vendor discloses and the purchaser is aware that the vendor may, but is not obliged to, procure the registration of one or more deposited plans in connection with the Development Site before lodging the Deposited Plan for registration.

Purchaser's Acknowledgment

- 34.13 The purchaser:
- (a) acknowledges each of the disclosures set out in this **clause 34**;
 - (b) agrees the purchaser may not make any Claim or requisition or rescind or terminate or delay completion because of any matters referred to or stated in this **clause 34**;
 - (c) must, subject to any specific other rights in this contract, execute all documents, which may include the purchaser's consent as owner of the property, necessary or required by the vendor at its absolute discretion to complete the matters referred to or stated in this **clause 34**; and

- (d) must not object to or attempt to delay or restrain any applications for development approvals referred to or stated in this **clause 34**.

35 CONSTRUCTION CERTIFICATE

- 35.1 The vendor discloses and the purchaser acknowledges that the vendor has not obtained a Construction Certificate.
- 35.2 The vendor must use all reasonable endeavours to obtain the Construction Certificate by the Conditions Date.
- 35.3 If the vendor does not for any reason obtain the Construction Certificate by the Conditions Date, the vendor can rescind this contract by serving notice at any time after the Conditions Date up until the date that it receives the Construction Certificate.
- 35.4 Despite **clause 35.3**, the vendor may at any time extend the Conditions Date by serving a notice on the purchaser which states the day to which the Conditions Date is extended.
- 35.5 The aggregate of any extensions to the Conditions Date by the vendor under **clause 35.4** must not exceed 12 months.
- 35.6 The purchaser cannot make any requisition or Claim, delay completion or rescind or terminate because of anything referred to in in this **clause 35**.

36 DEVELOPMENT CONSENT

- 36.1 The vendor discloses and the purchaser acknowledges that the vendor needs to obtain Development Consent.
- 36.2 The vendor must use all reasonable endeavours to obtain the Development Consent by the Conditions Date.
- 36.3 If the vendor does not for any reason obtain the Development Consent by the Conditions Date, the vendor can rescind by serving notice at any time after the Conditions Date up until the date that it receives the Development Consent.
- 36.4 Despite **clause 36.3**, the vendor may at any time extend the Conditions Date by serving a notice on the purchaser which states the day to which the Conditions Date is extended.
- 36.5 The aggregate of any extensions to the Conditions Date by the vendor under **clause 36.4** must not exceed 12 months.
- 36.6 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of anything referred to in this **clause 36**.

37 MODIFICATION OF DEVELOPMENT CONSENT

- 37.1 The vendor discloses and the purchaser is aware that an application or applications may be made to the Consent Authority to modify the Development Consent.
- 37.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any application to modify the Development Consent or the result of any such application unless the result of such application is a difference that detrimentally affects the property to an extent that is substantial, when purchaser can rescind by serving notice within 14 days after the day the vendor serves the Essential Documentation Notice.

38 PURCHASER'S REPRESENTATIONS AND AGREEMENTS

- 38.1 The purchaser represents and agrees that:
- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;
 - (b) in entering into this contract the purchaser has relied entirely on:
 - (i) such inspection of the property as is practicable at the contract date; and
 - (ii) enquiries relating to the property, made by or on the purchaser's behalf;
 - (c) the purchaser has obtained or has been in a position to obtain appropriate independent advice on and is satisfied about:
 - (i) the purchaser's obligations and rights under this contract;
 - (ii) the nature of the property and the purposes for which the property can be lawfully used; and
 - (iii) all things disclosed by the vendor in this contract.
- 38.2 The purchaser agrees that the vendor has entered into this contract on the basis that the representations and agreements contained in **clause 38.1** are true and not misleading.
- 38.3 The purchaser agrees that the purchaser may not make any Claim or requisitions or rescind or terminate or delay completion because of any matters referred to or stated in this **clause 38**.

39 SELLING AGENT

- (a) The purchaser warrants that it was not introduced to the property or the vendor directly or indirectly by any agent other than the vendor's agent referred to on the Front Page (if any).
- (b) The purchaser indemnifies and will keep indemnified the vendor from and against:

- (i) any claim for commission which may be made by an agent as a result of a breach of the purchaser's warranty contained in **clause 39(a)**; and
- (ii) and all costs incurred by the vendor as a result of any such claim for commission.

40 INVESTMENT OF DEPOSIT

40.1 The parties direct the depositholder:

- (a) to invest the deposit with a bank in New South Wales nominated by the vendor in an interest-bearing account at call in the depositholder's name as stakeholder in trust for the vendor and the purchaser with interest to be reinvested;
- (b) when requested by the vendor, to withdraw the deposit and interest earned on the deposit, less any deductions under **clause 40.8**, and reinvest the sum withdrawn with another bank in New South Wales nominated by the vendor;
- (c) when requested by the vendor, to withdraw the deposit and interest earned on the deposit in anticipation of completion;
- (d) to withdraw the deposit and interest earned on the deposit on completion, rescission or termination of this contract (whichever occurs); and
- (e) to pay the interest earned on the deposit, less any deductions under **clause 40.8**, in accordance with this **clause 40**.

40.2 Subject to **clause 40.9**, the vendor and the purchaser are entitled to the interest earned on the deposit, less any deductions under **clause 40.8**, in equal shares.

40.3 Prior to completion and for the purposes of **clause 40.5**, the purchaser must provide the depositholder with the purchaser's bank account details, including the account number, BSB, name of banking institution.

40.4 The parties acknowledge and agree that the depositholder is not required to pay the purchaser's share of interest (if any) into a bank account unless the account is held in the name of the purchaser.

40.5 The depositholder may pay any share of interest to which the purchaser is entitled to:

- (a) the purchaser's solicitor; or
- (b) the purchaser,

and payment may be made by way of a transfer or deposit to a bank account or by way of a cheque.

40.6 The parties direct the depositholder to pay to the vendor the purchaser's share of the interest, if any, earned on the deposit if the purchaser does not comply with **clause 40.3**, including but not not limited to:

- (a) providing incorrect or insufficient account details; or

(b) providing the name of an account not held in the name of the purchaser.

- 40.7 If the purchaser's share of interest is paid to the vendor in accordance with **clause 40.6**, the parties agree that the purchaser has forfeited its right to receive any share of the interest earned on the deposit under this contract and the vendor is entitled to retain all of the interest earned.
- 40.8 Bank charges and government charges, fees and taxes are to be deducted from the interest earned on the deposit before payment is made under this **clause 40**.
- 40.9 The party entitled to the deposit on completion, rescission or termination of this contract (whichever occurs) bears the risk of loss of the deposit.
- 40.10 The party entitled to the deposit in circumstances where this contract is not completed is entitled to any interest earned on the deposit.
- 40.11 The parties must give the depositholder their tax file numbers on or before the date on which the deposit is invested in accordance with this **clause 40**.
- 40.12 The parties, until the party entitled to the deposit is determined, at which time that party solely, must keep the depositholder indemnified from any tax that may become payable on interest accruing on the deposit.
- 40.13 The parties acknowledge and agree that if the depositholder receives the deposit in instalments, the depositholder is not required invest the moneys received until the whole of the deposit has been received by the depositholder.

41 GST – MARGIN SCHEME

- 41.1 In this **clause 41**, **Margin Scheme** and **Taxable Supply** have the same meanings as in the GST Act.
- 41.2 The vendor discloses that the sale of the property is a Taxable Supply and the parties agree that the Margin Scheme is to apply in calculating the GST.
- 41.3 The parties acknowledge that the price is inclusive of GST.

42 GST WITHHOLDING ON NEW RESIDENTIAL LAND

- 42.1 In the event that:
- (a) the contract date is a date before 1 July 2018; and
 - (b) completion occurs before 1 July 2020,
- then the parties acknowledge that **clause 42.2** does not apply to this contract.
- 42.2 The parties acknowledges that:
- (a) the property is classified as new residential land by the Taxation Act;

- (b) the purchaser is obliged to remit part of the purchase price to the Commissioner on completion pursuant to subdivision 14E, schedule 1 of the Taxation Act;
- (c) the purchaser must provide the vendor on completion, with a bank cheque payable to the Commissioner in the amount specified on the Vendor Notice; and
- (d) the vendor has provided the Vendor Notice to the purchaser as required under section 14-255, schedule 1 of the Taxation Act as at the contract date.

43 BANK GUARANTEE

- 43.1 If the vendor accepts a Bank Guarantee this **clause 43** applies.
- 43.2 The purchaser agrees that if the expiry date of the Bank Guarantee is at any time earlier than 2 months after the Sunset Date, the purchaser must, no later than 2 months before the expiry date of the Bank Guarantee, deliver to the vendor a substitute Bank Guarantee with an expiry date no earlier than 2 months after the Sunset Date.
- 43.3 If a substitute Bank Guarantee required to be provided under **clause 43.2** is not delivered within the specified time the purchaser is taken to have not complied with this contract in an essential respect.
- 43.4 On completion the purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque.
- 43.5 If the purchaser complies with **clause 43.4**, the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.
- 43.6 At any time before completion, the purchaser can pay the amount stipulated in the Bank Guarantee to the depositholder by unendorsed bank cheque.
- 43.7 If the purchaser makes a payment under **clause 43.6**:
 - (a) the amount paid is to be treated in all respects as though it was received under **clause 2** as the deposit or part of the deposit, as the case may be, paid to the depositholder before completion; and
 - (b) the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.
- 43.8 If the purchaser does not comply with this contract in an essential respect, or the vendor rescinds or terminates this contract, the vendor can (without limiting any other rights the vendor may have) demand payment from the issuer of the Bank Guarantee of the amount stipulated in the Bank Guarantee.
- 43.9 The purchaser must not obtain or seek to obtain an injunction to prevent the vendor from demanding payment from the issuer of the Bank Guarantee under this **clause 43**.
- 43.10 Without limitation, if for any reason:
 - (a) the Bank Guarantee becomes invalid, void or if a demand on the Bank Guarantee is not immediately honoured; or
 - (b) an Insolvency Event occurs in respect to the issuer of the Bank Guarantee,

the vendor can serve notice on the purchaser requiring the purchaser to deliver to the vendor a substitute Bank Guarantee within 7 days time being of the essence.

44 INTEREST, ADJUSTMENTS AND NOTICE TO COMPLETE

- 44.1 If the purchaser completes this contract but cannot do so on or before the completion date, then on completion:
- (a) the purchaser must pay the vendor interest at the Interest Rate on:
 - (i) the balance of the price;
 - (ii) any other amount payable on completion by the purchaser to the vendor under this contract; and
 - (iii) half of the deposit,from but excluding the completion date to and including the date of completion; and
 - (b) despite **clause 14**, adjustments are to be made as at the earlier of:
 - (i) the completion date; and
 - (ii) the date possession of the property is given to the purchaser.
- 44.2 The purchaser cannot require the vendor to complete this contract unless the interest payable under this **clause 44** is paid to the vendor on completion.
- 44.3 The vendor may, in its absolute discretion, complete this contract without receiving the interest payable under **clause 44**.
- 44.4 If the vendor completes this contract in accordance with **clause 44.3**, then the vendor reserves its rights to claim interest under this **clause 44** after completion and this right will not merge on completion.
- 44.5 If the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete:
- (a) the purchaser need not pay interest under this **clause 44** in respect of the period before the date the vendor can complete; and
 - (b) unless possession of the property has been given to the purchaser, adjustments under **clause 14** are not made as at the adjustment date but as at the date the vendor can complete.
- 44.6 If a party is entitled to serve a notice to complete:
- (a) a period of not less than 14 days after the day on which the notice is served is a reasonable and sufficient period for the purpose of making the time for completion essential;
 - (b) the notice may nominate an hour of the day during business hours by which completion must take place in which event completion at or by the hour of the day specified is essential; and
 - (c) the party serving the notice can withdraw it at any time after it is served.

- 44.7 If a party is entitled to serve a notice to complete and serves such notice, the party receiving the notice must, if requested by the party serving the notice, pay to the solicitor of the party serving the notice, on completion, the sum of \$330 (which includes GST of \$30) which the party receiving the notice agrees is a genuine pre-estimate of the legal costs incurred by the party serving the notice, in connection with the service of the notice to complete and the circumstances which resulted in its service.
- 44.8 If the purchaser makes an appointment for settlement with the vendor and subsequently cancels settlement, then the purchaser must pay to the vendor's solicitor on completion, the sum of \$275 (which includes GST of \$25), which the purchaser agrees is a genuine pre-estimate of the legal costs incurred by the vendor in preparing for the cancelled settlement.

45 COUNCIL AND WATER AND SEWERAGE RATES AND LAND TAX

45.1 If, at completion:

- (a) a separate assessment for council rates in respect of the property for the year current at completion has not been received by the vendor; or
- (b) the purchaser has not served a certificate from the Council showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- (d) on completion the parties must adjust the amount referred to in **part 1 of Schedule 9** under **clause 14**, but subject to **clause 44.1(b)** where applicable.

45.2 If, at completion:

- (a) a separate assessment for water and sewerage rates in respect of the property for the quarter current at completion has not been received by the vendor; or
- (b) the purchaser has not served the vendor with a certificate from the Water and Sewerage Authority showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- (d) on completion the parties must adjust the amount referred to in **part 2 of Schedule 9** under **clause 14** but subject to **clause 44.1(b)** where applicable.

45.3 Before completion, the vendor must pay:

- (a) any assessment for council rates; and
- (b) any assessment for water and sewerage rates and water usage charges,

received by the vendor before completion for any land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for non-payment of rates.

- 45.4 If completion takes place during the land tax year current at the completion date, on completion the parties must adjust the amount referred to in **part 3 of Schedule 9** under **clause 14** but subject to **clause 44.1(b)** where applicable.
- 45.5 If completion does not take place during the land tax year current at the completion date, on completion the purchaser must pay to the vendor the total of:
- (a) the proportion of the amount referred to in **part 3 of Schedule 9** applicable to the period between the completion date and the 31 December first occurring after that date; and
 - (b) the amount referred to in **part 3 of Schedule 9**.
- 45.6 If the purchaser is ready, willing and able to complete and completion cannot take place before the commencement of the land tax year following the land tax year current at the completion date because the vendor cannot complete, the purchaser need not make the payments referred to in **clause 45.5** and the parties must instead adjust the amount referred to in **part 3 of Schedule 9** under **clause 14**, but subject to **clause 44.1(b)**, where applicable.
- 45.7 No regard is to be had to any actual land tax assessment for any land that includes the property or for the property that is received by the vendor for the land tax year current at the completion date or for the following land tax year.
- 45.8 Before completion, the vendor must pay any assessment for land tax received by the vendor before completion for land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.
- 45.9 If the purchaser serves a land tax certificate showing a charge on the property, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the property.
- 45.10 If:
- (a) completion occurs during January, February or March;
 - (b) the land tax for land that includes the property or for the property has been paid for the land tax year before the land tax year current at completion; and
 - (c) at completion no assessment for land tax for the land tax year current at completion has been received by the vendor for land that includes the property or for the property,
- the vendor undertakes to pay the actual assessment if and when it is received and the purchaser:
- (d) cannot make any requisition or claim, delay completion or rescind or terminate because at the date of completion there is a charge for land tax on land that includes the property or for the property; and
 - (e) cannot require the vendor to comply with **clause 45.9**.

46 COMPLETION OF THE PURCHASE CONTRACT

- 46.1 The vendor discloses that as at the contract date the vendor is not the registered proprietor of the land contained within the Development Site.

46.2 This contract is conditional upon the vendor becoming the registered proprietor of the land contained within the Development Site prior to the earlier of:

- (a) completion; or
- (b) the Sunset Date.

46.3 If the vendor does not become the registered proprietor of the land contained within the Development Site on or before completion or the Sunset Date, whichever occurs earlier, then either party can rescind this contract by serving notice and the provisions of **clause 19** will apply.

46.4 A party may not give a rescission notice under **clause 46.3** if:

- (a) it is in material default of an obligation under this contract; or
- (b) the vendor becomes the registered proprietor of the land contained within the Development Site before notice is served under **clause 46.3**.

47 REGISTRATION OF THE ESSENTIAL DOCUMENTATION

47.1 Completion of this contract is conditional upon registration of the Essential Documentation.

47.2 The vendor must use all reasonable endeavours to have the Essential Documentation registered on or before the Sunset Date.

47.3 If the Essential Documentation is not registered on or before the Sunset Date then either party can rescind this contract and the provisions of **clause 19** will apply.

47.4 A party may not give a rescission notice under **clause 47.3** if:

- (a) it is in material default of an obligation under this contract; or
- (b) the Essential Documentation is registered before notice is served under **clause 47.3**.

47.5 Despite **clauses 47.1** and **47.3**, the vendor may at any time extend the Sunset Date by a day for each day that the:

- (a) completion of the construction of the Infrastructure; or
- (b) the registration of the Essential Documentation,

has been delayed because of:

- (c) any delay in the commencement or progressing to completion of construction of the Infrastructure because of:
 - (i) any delay in the vendor becoming the registered proprietor of the land contained in the Development Site;
 - (ii) inclement weather or conditions resulting from inclement weather; or
 - (iii) any civil commotion, combination of workmen strike or lock-out that affects the construction of the Infrastructure or the manufacture or supply of materials for construction of the Infrastructure;

- (d) any delay in the receipt of any approval required in connection with the Development Site from the Consent Authority or any other Authority, which could not reasonably have been foreseen by the vendor;
 - (e) any difficulty in complying with the Development Consent, a Construction Certificate or the approval of any other Authority, which could not reasonably have been foreseen by the vendor;
 - (f) any delay or difficulty obtaining finance to construct the Infrastructure or undertake the development; or
 - (g) any other matter or thing which is beyond the control of the vendor.
- 47.6 In order to extend the Sunset Date because of any of the matters referred to in **clause 47.5**, the vendor must serve a notice which:
- (a) states:
 - (i) the reason(s) for the delay;
 - (ii) the number of days of delay; and
 - (iii) the day to which the Sunset Date is extended; and
 - (b) includes with it a certificate issued by the person referred to in **Schedule 7**, which states that the person:
 - (i) has reviewed the notice; and
 - (ii) certifies that they have determined that:
 - (A) there has been a delay for the number of days specified in the notice; and
 - (B) the delay was due to the reason(s) stated in the notice.
- 47.7 In performing the review and certification referred to in **clause 47.6**, the person referred to in **Schedule 7** acts as an expert not an arbitrator.
- 47.8 A notice under and a certificate referred to in **clause 47.6** are final, conclusive and binding between the parties in the absence of fraud or manifest error.
- 47.9 The vendor can extend the Sunset Date under this **clause 47** on more than one occasion.
- 47.10 If:
- (a) the purchaser receives a notice served by the vendor under **clause 47.6**; and
 - (b) the purchaser is of the opinion that the notice or the certificate included with the notice are defective in any way,
- then the purchaser must notify the vendor in writing of the asserted defect(s) in the notice or the certificate before serving a notice to rescind under **clause 47.3**.
- 47.11 A notice served by the purchaser under **clause 47.10** must be served within 14 days of the date on which the vendor has served a notice under **clause 47.6**, failing which the purchaser is deemed to have not complied with **clause 47.10**.

- 47.12 If the purchaser purports to rescind under **clause 47.3** for reasons including that the notice by the vendor under or the certificate referred to in **clause 47.6** were in any way defective, that rescission is ineffective and the contract remains on foot until the purchaser complies with **clause 47.10**.
- 47.13 Upon receiving a notice under **clause 47.10**, the vendor may, within 14 days of receiving that notice:
- (a) withdraw the notice served under **clause 47.6**;
 - (b) serve a further notice under **clause 47.6**; or
 - (c) inform the purchaser that the vendor relies on the notice served under **clause 47.6** as having extended the Sunset Date in accordance with this contract.
- 47.14 Any notice served by the vendor under **clause 47.13** is to be taken to have been served at the date of the notice it is replacing, even if the Sunset Date it is extending has expired at the time the notice under **clause 47.13** is served.
- 47.15 Unless the vendor serves a further notice under **clause 47.13**, the purchaser can exercise any rights under the notice to which the purchaser's notice under **clause 47.10** related, 14 days after the purchaser serves the notice under **clause 47.10**.
- 47.16 The aggregate of any extensions to the Sunset Date by the vendor under **clause 47.5** must not exceed 12 months.

48 DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS

- 48.1 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because there is a difference between:
- (a) a document referred to in **column 1** of **Schedule 8**; and
 - (b) the document referred to that is next to it in **column 2** of **Schedule 8**,
- unless the difference detrimentally affects the property to an extent that is substantial, when the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.
- 48.2 For the purposes of **clause 48.1**, the purchaser agrees that a difference, by way of reduction, between the area of the property shown in the Draft Deposited Plan as compared to the area of the property shown on the Deposited Plan will not detrimentally affect the property to an extent that is substantial if the difference is equal to or less than 5% of the area of the property shown in the Draft Deposited Plan.

49 REPLACEMENT OF DOCUMENTS

- 49.1 At any time before the vendor serves notice that the Essential Documentation is registered, the vendor can serve notice (**Replacement Notice**) that the vendor wishes to replace a document attached to this contract as identified in that notice (**Replaced Document**) with another document a copy of which is forwarded with that last mentioned notice (**Replacement Document**).
- 49.2 From the day of service of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- 49.3 Subject to **clause 49.4**, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate because, as a result of the Replacement Notice, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- 49.4 Subject to **clause 49.5**, if there is a difference between the Replaced Document and the Replacement Document that detrimentally affects the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Replacement Notice.
- 49.5 For the purposes of **clause 49.4** if the area of the property as shown in the Replacement Draft Deposited Plan is different from the area of the property as shown in the Replaced Draft Deposited Plan the parties agree that difference will only affect the property to an extent that is substantial if the area of the property as shown in the Replacement Draft Deposited Plan is less than the area of the property as shown in the Replaced Draft Deposited Plan by an amount of more than 5%.

50 EASEMENTS AND OTHER MATTERS

- 50.1 The vendor discloses and the purchaser is aware that all:
- (a) the easements, restrictions on use and positive covenants;
 - (b) the leases, agreements and arrangements;
 - (c) the rights and privileges; and
 - (d) the land,
- that the vendor may wish to create, enter into, make, grant, acquire or dispose of, whether by dedication or otherwise, may not have been created, entered into, made, granted, acquired or disposed of as at the contract date or as at completion.
- 50.2 The vendor discloses and the purchaser is aware that the vendor intends on granting easements, or other rights of access, which will burden the land and benefit adjoining lots. As at the date of this contract the easements, or rights of way, which are intended to be created are shown on the Draft Deposited Plan. Nothing in this **clause 50.2** restricts or will act as a waiver or otherwise affect the vendor's rights under **clauses 50.1, 50.3 or 50.4**.
- 50.3 The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to vary:
- (a) easements, restrictions on use or positive covenants;

- (b) leases, agreements or arrangements; or
- (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

50.4 The vendor discloses and the purchaser is aware that the vendor may wish, either before or after the contract date or after completion, to release, surrender or otherwise bring to an end:

- (a) easements, restrictions on use or positive covenants;
- (b) leases, agreements or arrangements; or
- (c) rights or privileges,

or one or more of them created, entered into, made or granted either before or after the contract date or after completion.

50.5 Subject to **clause 50.6**, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate:

- (a) because any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as contemplated by **clause 50.1**;
- (b) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by **clause 50.2**; or
- (c) because any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by **clause 50.4**.

50.6 If:

- (a) any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is acquired or disposed of, as contemplated by **clause 50.1**;
- (b) any easement, restriction on use or positive covenant, any lease, agreement or arrangement, or any right or privilege is varied, as contemplated by **clause 50.2**; or
- (c) any easement, restriction on use or positive covenant, any lease, agreement or arrangement or any right or privilege is released, surrendered or otherwise brought to an end, as contemplated by **clause 50.4**,

before completion:

- (d) which is not disclosed in, or otherwise contemplated by, this contract; and
- (e) the effect of which is to detrimentally affect the property to an extent that is substantial, the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

51 ENTRIES OR NOTATIONS ON FOLIO IDENTIFIERS

51.1 The vendor discloses and the purchaser is aware:

- (a) that Property Notifications together with other entries or notations may be on the folio identifier for the property; and
- (b) of the effect of the Property Notifications and the terms of the documents giving rise to them.

51.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate:

- (a) because of the Property Notifications or because of any departure from or non compliance with the terms of the documents giving rise to them; or
- (b) because of:
 - (i) any entry or notation on the folio identifier for the property that is not one of the Property Notifications; or
 - (ii) any departure from or non compliance with the terms of the document giving rise to the entry or notation referred to,

unless the entry or notation or departure or non compliance, as the case may be, results in a difference that detrimentally affects the property to an extent that is substantial, when the purchaser can rescind by serving notice within 5 business days after the day the vendor serves the Essential Documentation Notice.

52 EXERCISE OF CERTAIN RIGHTS TO RESCIND

If a right to rescind given by a clause referred to in this contract is not exercised within the period specified in the clause for its exercise if applicable, then it cannot be exercised.

53 CONTRACT NOT SUBJECT TO FIRB APPROVAL

53.1 On the contract date, the purchaser must:

- (a) advise the vendor if the purchaser is a Foreign Person;
- (b) give the vendor's solicitor a completed and executed FIRB Form; and
- (c) if the person is a Foreign Person, give the vendor's solicitor a copy of the FIRB Approval.

53.2 In addition to the information provided by the purchaser in the FIRB Form, the purchaser must give the vendor any information regarding the purchaser's residency status and, if applicable, the residency status of the purchaser's directors, shareholders, trustees or beneficiaries (as applicable), within 7 days of receiving a request to do so.

53.3 This **clause 53** is an essential term of the contract.

54 REQUISITIONS

- 54.1 The purchaser agrees that the only form of requisitions that it can make under **clause 5.2.1** is the form of the requisitions attached to contract (**General Form**).
- 54.2 If the purchaser is entitled under this contract to make any requisition other than those set out in the General Form, the purchaser can only do so no later than 3 business days before the date for completion.
- 54.3 The vendor will give responses to all requisitions made by the purchase (subject to the purchaser being entitled to make those requisitions) on or before the completion due date.
- 54.4 The purchaser must not:
- (a) make any Claim;
 - (b) seek to rescind or terminate this contract;
 - (c) seek to delay completion of this contract,
- because of any answers that the vendor gives in response to any requisitions made by the purchaser in connection with this contract.

55 DEVELOPMENT ACTIVITIES

- 55.1 The vendor discloses and the purchaser is aware that Development Activities on the Development Site and nearby land are not completed and that Development Activities will continue to be carried out after the contract date and after completion.
- 55.2 The vendor must use reasonable endeavours to ensure that Development Activities carried out within the Development Site after completion cause the purchaser as little inconvenience as is reasonably practicable.
- 55.3 The purchaser cannot make any claim or requisition, delay completion, rescind or terminate because Development Activities are being carried out within the Development Site.
- 55.4 After completion:
- (a) the vendor must not carry out Development Activities on the property otherwise than at the request of the purchaser; and
 - (b) the purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Development Activities are being carried out or because of the manner in which they are being carried out.

56 SELLING AND LEASING ACTIVITIES

- 56.1 Both before and after completion and until the completion of the sale of all property forming part of the Development Site the vendor and persons authorised by the vendor may:
- (a) conduct selling and leasing activities throughout the Development Site (**Selling and Leasing Activities**);
 - (b) place and maintain throughout the Development Site:

- (i) signs of all kinds in connection with Selling and Leasing Activities; and
 - (ii) display suites, offices and other facilities for people involved in Selling and Leasing Activities;
 - (c) operate a display village within the Development Site; and
 - (d) hold any event or function within the Development Site in connection with Selling and Leasing Activities.
- 56.2 The vendor must use reasonable endeavours to ensure that the conduct of Selling and Leasing Activities causes the purchaser as little inconvenience as is reasonably practicable.
- 56.3 The purchaser must not do anything, including make an objection or application to, or otherwise approach the Consent Authority or any other Authority or commence any proceedings in a court because Selling and Leasing Activities are being conducted or because of the manner in which they are being conducted within the Development Site unless such activities are being conducted in breach of any applicable planning regulations.

57 ATTACHMENTS

The vendor does not warrant the accuracy or completeness of any document referred to in **part 1 of Schedule 1**.

58 ASSIGNMENT AND NOVATION

- 58.1 The vendor discloses and the purchaser is aware that the vendor may assign or novate the vendor's interest in this contract to a purchaser of or successor in title to the Development Site (**Successor**).
- 58.2 The vendor may provide a Successor, or a prospective purchaser of part or all of the Development Site, with a copy of this contract including the name and contact details of the purchaser.
- 58.3 The purchaser must, if requested to do so by the vendor, promptly enter into a deed with the vendor and the vendor's successor in title (at the purchaser's cost) on terms reasonably required by the vendor to give effect to the assignment or novation referred to in **clause 58.1**. The purchaser acknowledges and agrees that such deed may:
- (a) include a release of the vendor from the vendor's obligations under this contract; and
 - (b) provide the vendor, or the Successor, a substitute Bank Guarantee noting the Successor as the vendor within 5 days of being requested to do so.
- 58.4 The purchaser cannot make any requisition or Claim, delay completion or rescind or terminate because of anything referred to in in this **clause 58**.

59 GRANTING OF SECURITY

- 59.1 The vendor discloses and the purchaser is aware that the vendor has granted or may grant a mortgage, charge or other security over the vendor's interest in:
- (a) this contract;

- (b) the deposit paid under this contract; or
- (c) some or all of this contract, and the deposit paid under this contract,

and, if the vendor has done or does do so, the purchaser cannot make any requisition or claim, delay completion or rescind or terminate.

59.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate this contract if in connection with:

- (a) the Development Site, or a part of the the Development Site;
- (b) the vendor; or
- (c) the land set out in **clause 59.2(a)** and the vendor,

a person holding a mortgage over the Development Site, or a part of the Development Site, or security from the vendor becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

60 ENCUMBRANCES

60.1 If a mortgage or caveat is recorded on the folio identifier for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.

60.2 Despite **clause 60.1** if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio identifier for the property the purchaser must complete this contract despite that caveat.

61 CAVEAT BY PURCHASER

61.1 Subject to **clause 61.2** the purchaser must not lodge a caveat for recording on the folio identifier for the Development Site or any part of the Development Site.

61.2 The purchaser can lodge a caveat for recording on the folio identifier for the property after the creation of that folio identifier.

62 TRUSTEE WARRANTIES

62.1 This **clause 62** only applies if the purchaser is entering into the contract in its capacity as trustee of a trust.

62.2 The purchaser warrants and represents to the vendor that:

- (a) it has the power to enter into and perform its obligations under this contract and has obtained all necessary consents to enable it to do so;
- (b) the entry into and performance of its obligations under this contract, does not constitute a breach of any obligation (including without limit, any statutory, contractual or fiduciary obligation) or default under any agreement or undertaking by which the purchaser is bound.

- (c) the purchaser:
 - (i) is the only trustee of the trust;
 - (ii) has a right to be fully indemnified out of the assets of the trust in respect of the obligations incurred by it under this contract and any document contemplated by those documents; and
 - (iii) is not in breach of the trust's trust deed;
- (d) the purchaser has power under the trust deed to, and all action required under the trust deed has been taken to, authorise the purchaser to:
 - (i) execute and deliver this contract and any documents contemplated by those documents;
 - (ii) perform its obligations under this contract and any document contemplated by those documents; and
 - (iii) such execution, delivery and performance does not contravene the trust's trust deed; and
- (e) the trust has not been terminated and no action is pending to terminate the trust.

62.3 The purchaser warrants to the vendor that each Purchaser Warranty:

- (a) is at the date of this contract true, accurate and not misleading; and
- (b) is separate and independent, and except as expressly provided, is not limited by reference to any other Purchaser Warranty or any provision of this contract or any document contemplated by these documents.

62.4 The purchaser must advise the vendor promptly after becoming aware that any Purchaser Warranty is no longer true, accurate or is misleading.

62.5 The purchaser indemnifies the vendor against any claim arising from or incurred in connection with, the breach of any Purchaser Warranty, (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher). A breach of the Purchaser's Warranty is not remedied until any amount payable by the purchaser to the Vendor this **clause 62** in connection with the breach is paid.

63 GUARANTEE AND INDEMNITY

63.1 This **clause 63** only applies if the name of a guarantor has been inserted on the front page.

63.2 In this contract unless the contrary intention appears:

- (a) a reference to guarantor is a reference to all of the persons named as guarantor jointly and each of them severally; and
- (b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.

63.3 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the purchaser and the guarantor. The guarantor

acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

- 63.4 The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.
- 63.5 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor within 14 days of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 63.6 If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations within a reasonable time of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 63.7 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:
- (a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and
 - (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatever.
- 63.8 This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 63.9 The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:
- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (c) any variation, assignment or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- 63.10 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:
- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
 - (b) prove in competition with the vendor if:

- (i) a liquidator, provisional liquidator, administrator, trustee in bankruptcy or other similar functionary is appointed in respect of the purchaser;
 - (ii) the purchaser executes a deed of company arrangement under Part 5.3A of the *Corporations Act 2001* (Cth) or a personal insolvency agreement under Part X of the *Bankruptcy Act 1966* (Cth); or
 - (iii) the purchaser is otherwise unable to pay its debts when they fall due.
- 63.11 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- 63.12 The guarantor agrees to pay interest at the Interest Rate on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise accruing interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The guarantor agrees to pay this amount within 14 days of demand from the vendor. A demand can be made at any time.
- 63.13 The guarantor agrees to promptly enter into any deed required by the vendor under **clause 69** if requested to do so by the vendor at the guarantor's cost.
- 63.14 If for any reason the guarantor named on the front page has not executed this contract, then the purchaser must do all things necessary to procure a guarantee and indemnity from the guarantor on or substantially on the same terms as this **clause 63** within 7 days of a written demand made by the vendor.
- 63.15 Without limiting **clause 63.14**, the vendor can require the purchaser to procure the guarantor to execute any of the following:
 - (a) the contract (as guarantor); or
 - (b) a deed on or substantially on the same terms as this **clause 63**,
within 7 days of a written demand made by the vendor.
- 63.16 This **clause 63** is an essential term of this contract.

64 POSITION OF WATER AND SEWERAGE AUTHORITY'S SEWER AND OTHER SERVICES

- 64.1 The vendor discloses and the purchaser is aware that:
 - (a) the position of the Water and Sewerage Authority's sewer in relation to the property at completion may not be as shown in the diagram supplied by the Water and Sewerage Authority, a copy of which is attached to this contract; and
 - (b) the vendor is not sure what the exact position of the Water and Sewerage Authority's sewer and other services will be in relation to the property at completion.
- 64.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of:

- (a) the position of the Water and Sewerage Authority's sewer or any other services in relation to the property at completion;
- (b) the unavailability from the Water and Sewerage Authority of a current diagram showing the position of the Water and Sewerage Authority's sewer in relation to the property at completion; or
- (c) the matters referred to in **clause 64.1**.

65 CONSTRUCTION OF FENCES AND RETAINING WALLS

The purchaser:

- (a) cannot require a contribution to the cost of any fencing or retaining wall works between the property and the adjoining property if the vendor owns the relevant adjoining property;
- (b) must ensure that any transferee of the property cannot make a claim against the vendor in relation to such costs; and
- (c) acknowledges that the provisions of this **clause 65** will be included in the transferee deed referred to in **clause 69**.

66 STORING AND DUMPING MATERIAL AND WASTE

- 66.1 The purchaser must not, and must ensure that any appointed builder or other agent does not, store or dump any materials or waste on any land outside of the property.
- 66.2 If the purchaser, or the purchaser's builder or other agent, does store or dump any materials or waste on any land outside of the property, the vendor may, at the purchaser's cost, remove the materials or waste. Any costs incurred by the vendor to remove the materials or waste will comprise a debt owed by the purchaser to the vendor.

67 NO SUBDIVISION OR MULTIPLE OCCUPANCY DWELLINGS

Following completion, the purchaser must not:

- (a) subdivide the property; or
- (b) construct a multiple occupancy dwelling on the property,

without the vendor's prior written consent, which may be granted or withheld at the vendor's absolute discretion.

68 NO SALE OR TRANSFER WITHOUT VENDOR'S CONSENT

- 68.1 The purchaser must not transfer, sell, enter into or purport to enter into any agreement to transfer or sell the property, or any interest in the property, to any person at any time on or prior to the date of completion of this contract without the consent of the vendor.
- 68.2 The vendor's consent under **clause 68.1** may be withheld, granted conditionally or granted unconditionally, in the vendor's absolute discretion.

- 68.3 If the vendor gives its consent under **clause 68.1**, the purchaser must:
- (a) comply with **clause 4.3** and **clause 69** (as applicable);
 - (b) provide the vendor with copies of the proposed advertising material for the vendor's written approval;
 - (c) not use any marketing material for the sale of the property which has been used by the vendor;
 - (d) not place any signage on the property by the purchaser or their agents;
 - (e) ensure that the marketing material or sale of the property does not or is not likely to detrimentally affect the vendor's sale of other lots in the Development Site or for the vendor to obtain any finance for the Development Site; and
 - (f) comply with any other conditions set down by the vendor.

68.4 This **clause 68** is an essential term of the contract.

69 TRANSFEREE'S ENTRY INTO DEED

69.1 The purchaser must ensure that:

- (a) a transferee substituted for the purchaser under **clause 4.3**; or
- (b) a transferee of the property from the purchaser,

enters into a deed with the vendor incorporating into that deed such parts of this contract as are necessary so that the vendor obtains the intended benefit of all of the purchaser's obligations that survive completion.

69.2 The purchaser must pay the vendor's legal costs in preparing a deed referred to in **clause 69**.

69.3 The provisions of **clause 69.1** operate at any time during the period:

- (a) commencing from the contract date; and
- (b) ending on the date that is 3 years from the date of completion of this contract.

70 DEATH, DISABILITY OR INSOLVENCY

70.1 If the purchaser, or if the purchaser consists of 2 or more persons, any of those persons:

- (a) dies; or
- (b) is so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held of the vendor, unable to complete this contract on time,

then the vendor can rescind by giving a notice in writing to the purchaser's solicitor at any time before completion.

70.2 If the purchaser is a company and:

- (a) resolves to go into liquidation;

- (b) has a petition for its winding up presented;
- (c) enters into any scheme or arrangement with its creditors under the *Corporations Act 2001* (Cth), or
- (d) has a receiver, administrator or official manager appointed to it, or

then the purchaser is in default of an essential term of this contract.

- 70.3 The provisions of **clause 70.1** and **clause 70.2** do not limit or restrict any rights or remedies which would have been available to the vendor at law or in equity if these clauses had not been included in this contract.

71 EXECUTION UNDER POWER OF ATTORNEY

If this contract is executed by an attorney of a party under a power of attorney, including by an attorney of the vendor under the Vendor's Power of Attorney, that attorney is taken to have declared that he has no notice of the revocation of the power of attorney.

72 PERSONAL INFORMATION

- 72.1 The purchaser is aware that the vendor will obtain Personal Information about the purchaser and their associates during the course of the transaction the subject of this contract.

- 72.2 The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any Related Body Corporate of the vendor and to third parties where such disclosure:

- (a) is in connection with the conduct of the vendor's business; or
- (b) is to an owner of an adjoining property for the purpose of the construction of a dividing fence.

- 72.3 A copy of the vendor's applicable privacy policy is available from the vendor on request.

- 72.4 The purchaser consents to the use of such Personal Information as contemplated by this **clause 72**.

73 SERVICE OF DOCUMENTS BY ELECTRONIC MEANS

Notwithstanding any clause of this contract to the contrary, the purchaser acknowledges and agrees that the vendor may serve a copy of a document under this contract in electronic form, including:

- (a) by email, using the purchaser's solicitor's email address which that solicitor has used when communicating with to the vendor's solicitor; or
- (b) on CD, DVD or USB memory stick, provided that at the time of service the format used is readily accessible.

74 CHANGE OF CONTACT PARTICULARS

74.1 A party must serve notice if:

- (a) its Contact Particulars, or the Contact Particulars of its solicitor, change from its Contact Particulars or the Contact Particulars of its solicitor referred to in this contract or notified to the other party after the contract date; or
- (b) its solicitor changes, advising of the Contact Particulars of its new solicitor, within 14 days of the change occurring.

74.2 Until such time as a notice referred to in **clause 74.1** is served, a party is entitled to serve any document under or relating to this contract by reference to the Contact Particulars of the other party or the other party's solicitor referred to in this contract and such service is sufficient service on the other party.

75 GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

75.1 This contract is governed by the law in force in New South Wales.

75.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

75.3 Any document in an action (including any writ of summons or other originating process or any third or other party notice) can be served by being delivered to or left for that party at that party's solicitor's address.

76 NO MERGER

The clauses in this contract which are expressed or implied to apply after completion will not merge on completion.

SCHEDULES

SCHEDULE 1

Part 1

Copies of the following documents are attached:

- 1 Title search for folio identifier 2/581645
- 2 Title search for folio identifier 3/414875
- 3 Title search for folio identifier 21/1070858
- 4 DP581645
- 5 DP414875
- 6 DP1070858
- 7 Certificates under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for folio identifier 2/581645
- 8 Certificates under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for folio identifier 3/414875
- 9 Certificates under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for folio identifier 21/1070858
- 10 Sewage Connection Diagram 2/581645
- 11 Sewage Connection Diagram 3/414875
- 12 Sewage Connection Diagram 21/1070858

Part 2

Copies of the following documents are attached:

Attachment A Draft Deposited Plan

Attachment B Draft Deposited Plan Instrument

Attachment C Draft Master Plan

Attachment D Draft Master Plan Instrument

Attachment E Requisitions

Attachment F FIRB Form

Attachment G Vendor Notice

SCHEDULE 2

(Clause 33 NOTIFICATIONS)

(Property Notifications)

Interests recorded on folio identifiers 2/581645, 3/414875 and 21/1070858.

SCHEDULE 3

(Clause 33 ENERGY AUTHORITY)

Endeavour Energy

SCHEDULE 4

(Clause 33 ESSENTIAL DOCUMENTATION)

Deposited Plan

SCHEDULE 5

(Clause 33 SUNSET DATE)

31 July 2020

SCHEDULE 6

(CLAUSE 33 WATER AND SEWERAGE AUTHORITY)

Sydney Water

SCHEDULE 7

The vendor's project manager

SCHEDULE 8

(Clause 48 DIFFERENCES BETWEEN DRAFT AND REGISTERED DOCUMENTS)

Column 1

Draft Deposited Plan

Draft Deposited Plan Instrument

Column 2

Deposited Plan

Deposited Plan Instrument

SCHEDULE 9

(Clause 45 COUNCIL RATES, WATER AND SEWERAGE RATES AND LAND TAX)

Part 1

\$1,850 per annum

Part 2

\$350 per quarter

Part 3

\$2,000 per annum

For Marketing Purposes

EXECUTION PAGES

VENDOR

EXECUTED by the vendor in accordance with section 127 of the *Corporations Act 2001* (Cth)

.....
Signature

Director/Secretary

.....
Name

.....
Signature

Director/Secretary

.....
Name

EXECUTED by
as director and duly authorised representative of the
vendor in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

.....
Signature of director and duly authorised
representative

EXECUTED by
as attorney for the vendor under power of attorney
dated and registered
Book No in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

.....
Signature of attorney

PURCHASER

EXECUTED by the purchaser in the presence of: Signature of witness Name of witness Address of witness Occupation of witness Signature of purchaser
--	---------------------------------

EXECUTED by as attorney for the purchaser under power of attorney dated and registered Book No in the presence of: Signature of witness Name of witness Address of witness Occupation of witness Signature of attorney
--	--------------------------------

EXECUTED by the purchaser in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) Signature Director/Secretary Name Signature Director/Secretary Name
---	---

EXECUTED by the purchaser in accordance
with section 127 of the *Corporations Act 2001* (Cth)

.....
Signature

Sole Director and Secretary

.....
Name

GUARANTOR

EXECUTED by the guarantor in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

.....
Signature of guarantor

DOCUMENTS REFERRED TO IN PART 1 OF SCHEDULE 1

For Marketing Purposes



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/581645

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/4/2018	9:55 AM	1	27/2/2007

LAND

LOT 2 IN DEPOSITED PLAN 581645
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP581645

FIRST SCHEDULE

BOUNDARY ROAD PROPERTIES PTY LTD

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: PP DP1236710 PP DP1236712 PP DP1236719
PP DP1236721.

*** END OF SEARCH ***

17990001

PRINTED ON 3/4/2018

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



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/414875

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/4/2018	9:55 AM	1	30/10/2015

LAND

LOT 3 IN DEPOSITED PLAN 414875
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP414875

FIRST SCHEDULE

JUDITH ANN NEWTON (ND AJ915336)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: PP DP1236710 PP DP1236712 PP DP1236719
PP DP1236721.

*** END OF SEARCH ***

17990001

PRINTED ON 3/4/2018

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



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 21/1070858

SEARCH DATE	TIME	EDITION NO	DATE
3/4/2018	9:55 AM	2	30/10/2015

LAND

LOT 21 IN DEPOSITED PLAN 1070858
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1070858

FIRST SCHEDULE

JUDITH ANN NEWTON

(ND AJ915336)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: PP DP1236710 PP DP1236712 PP DP1236719
PP DP1236721.

*** END OF SEARCH ***

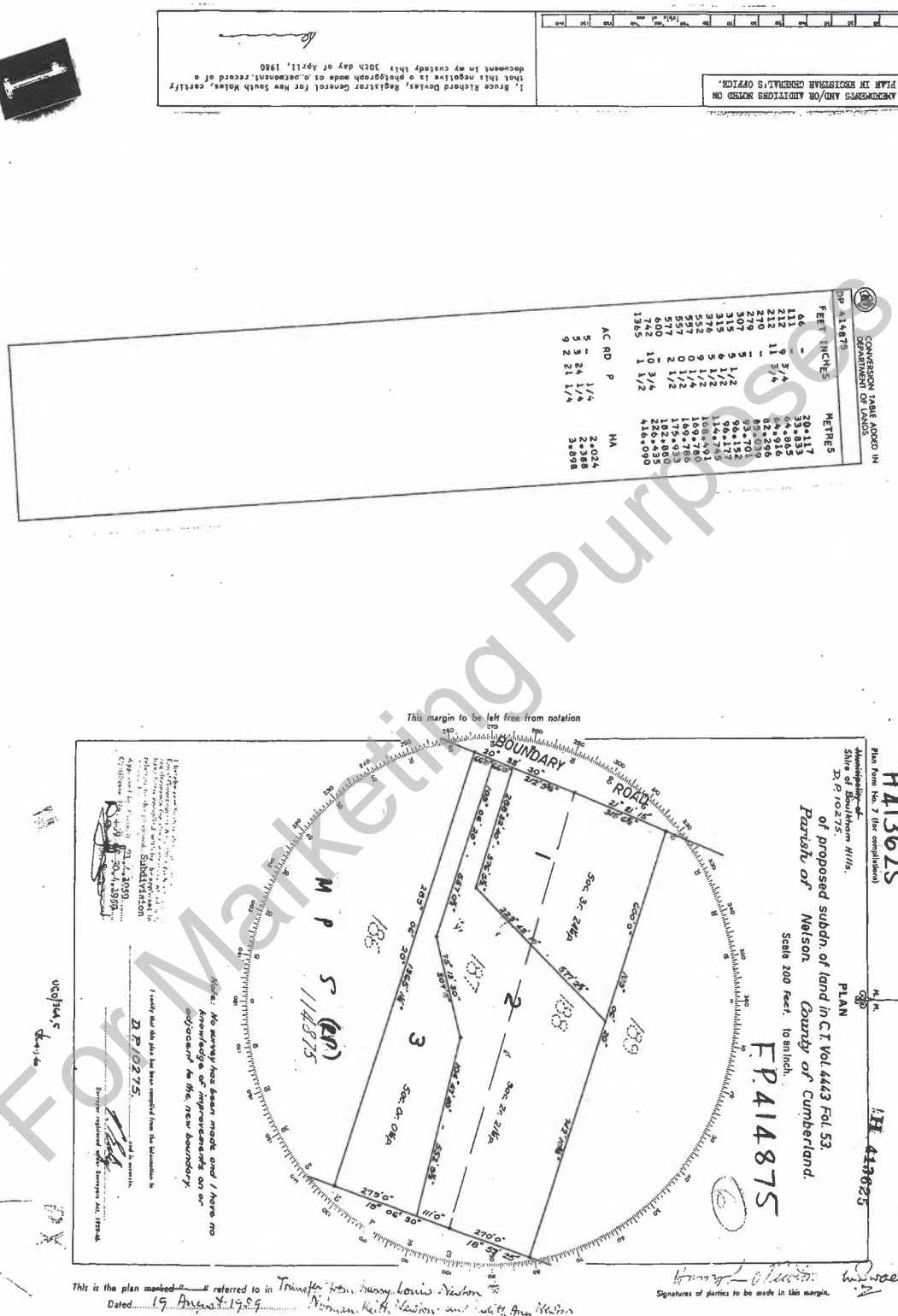
17990001

PRINTED ON 3/4/2018

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

N	O	O	3	A	1	B
---	---	---	---	---	---	---

Req:R370827 /Doc:DP 0414875 P /Rev:29-Dec-1992 /Sts:OK.OK /Pgs:ALL /Prt:03-Apr-2018 09:58 /Seq:1 of 1
Ref:17990001 /Src:M



SURVEILOR'S REFERENCE: 4-3412

[illegible]

THE
HILLS
Sydney's Garden Shire

THE HILLS SHIRE COUNCIL

3 Columbia Court, Baulkham Hills NSW 2153
PO Box 7064, Baulkham Hills BC NSW 2153

Telephone +61 2 9843 0555
Facsimile +61 2 9843 0409

DX 9966 Norwest

Email council@thehills.nsw.gov.au
www.thehills.nsw.gov.au

ABN No. 25 034 494 656

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

Certificate Number: **61725**
Reference: 17990001:111588
Issue Date: 3 April 2018
Receipt No: 5693158
Fee Paid: \$ 133.00

ADDRESS: 25 Boundary Road, BOX HILL NSW 2765
DESCRIPTION: Lot 2 DP 581645

The land is zoned:
Zone R2 Low Density Residential

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

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

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

2018/61725

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2012 does not apply to the carrying out of development on the land.

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas
 SEPP No.21 - Caravan Parks
 SEPP No.30 - Intensive Agriculture
 SEPP No.33 - Hazardous And Offensive Development
 SEPP No.50 - Canal Estate Development
 SEPP No.55 - Remediation Of Land
 SEPP No.62 - Sustainable Aquaculture
 SEPP No.64 - Advertising And Signage
 SEPP No.65 - Design Quality Of Residential Apartment Development
 SEPP No.70 - Affordable Housing (Revised Schemes)
 SEPP (Building Sustainability Index: Basix) 2004
 SEPP (State Significant Precincts) 2005
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007
 SEPP (Miscellaneous Consent Provisions) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011

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

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

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

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

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

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the

2018/61725

proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

Draft Primary Production and Rural Development State Environmental Planning Policy and planning reforms
Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

Refer Attachment 1(2)(B)

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

The Hills Development Control Plan 2012

Box Hill Development Control Plan

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

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

2. Zoning and land use under relevant LEPs

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

- (A) The Hills Local Environmental Plan 2012 applies to the land unless otherwise stated in this certificate and identifies the land to be:

The Hills Local Environmental Plan 2012 does not apply. Refer Part 2A of this Certificate.

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

Refer Attachment 2(B)

2018/61725

Also refer to the applicable instrument for provisions
regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions
regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any Other Planning Proposal?

2018/61725

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
 - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
 - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

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

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

Zone R2 Low Density Residential

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

Zone R2 Low Density Residential

Refer Attachment 1(2)(B)

2018/61725

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

YES

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

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

Refer Attachment 1(2)(B)

2018/61725

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. Complying Development

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

2018/61725

the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code and Rural Housing Code

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

2018/61725

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

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

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

The Hills Local Environmental Plan 2012 - www.thehills.nsw.gov.au
State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) – <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area>

4. Coastal protection

Whether or not the land is affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Finance, Services, and Innovation?

NO**4A. Certain information relating to beaches and coasts**

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO

- (2) In relation to a coastal council:

(a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

(b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO

- (3) (Repealed)

2018/61725

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

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

NO

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

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

- (a) adopted by council, or

2018/61725

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

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

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

(i) Landslip

- a) By The Hills Local Environmental Plan 2012 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 2012 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 Council 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.

Council has adopted the NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2006'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

(iii) Tidal inundation

NO

2018/61725

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls information

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

NO

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

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

NO

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

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

8. Land reserved for acquisition

2018/61725

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

**15 - BOX HILL (KILLARNEY CHAIN OF PONDS)
THE HILLS SECTION 94A**

9A. Biodiversity Certified Land

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

YES

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

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

10. Biodiversity stewardship sites

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

2018/61725

NO

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

10A. Native vegetation clearing set asides

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

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

YES

The land is identified on Council's certified Bush Fire Prone Land map as being partly or wholly bush fire prone land. For details refer to the Bush Fire Prone Land map that can be viewed on Council's website at www.thehills.nsw.gov.au

12. Property vegetation plans

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

NO

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

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

NO

14. Directions under Part 3A

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

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy

2018/61725

(Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

NO

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

NO

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

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

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

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

NO

18. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

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

20. Loose-fill asbestos insulation

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

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

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

21. Affected building notices and building product rectification orders

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

NO

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

NO

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

NO

(3) In this clause:

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

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

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

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

2018/61725

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

2018/61725

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

NOTE: "When information pursuant to Section 10.7 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 10.7 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

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

YES

Clause 5.9 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) and (Appendix 11 The Hills Growth Centre Precinct Plan) contains provisions for the preservation of trees and other vegetation.

Note: Appendix 11 The Hills Growth Centre Precinct Plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- B.** Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2012 Foreshore Building Line map?

NO

- C.** Under the Protection of the Environment Operations Act 1997, is the property subject to a listing on the public register maintained by council with respect to an environmental notice or civil proceedings in the Land and Environment Court, or a prosecution under this Act?

NO

- D.** Is the land affected by any special provisions of Sydney Regional Environmental Plan No 9 – Extractive Industry (No 2 – 1995)?

NO

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

NO

- F.** Is the land within an area where a Special Infrastructure Contribution, as determined by the Minister for Planning and Infrastructure, applies?

YES

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

2018/61725

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

- G.** Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2012 **OR** State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

- H.** Whether Council has adopted a Voluntary Planning Agreement within the meaning of S93F of the Environmental Planning and Assessment Act, 1979, as amended, in relation to the land?

NO

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

NO

- J.** Does the land contain a proposed road as identified within a Development Control Plan under State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

YES

The Box Hill and Box Hill Industrial Development Control Plan, prepared by the Department of Planning and Infrastructure, identifies the land as being affected by a proposed road on the Indicative Layout Plan. Refer <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area/Box-Hill-and-Box-Hill-Industrial>

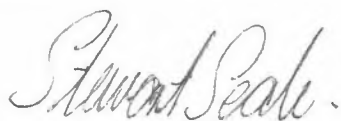
- K.** Has Council been notified by NSW Land and Property Information that the land is affected by a plan of acquisition for railway purposes (Sydney Metro Northwest)?

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per:



2018/61725

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.

For Marketing Purposes

2018/61725

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

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

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

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

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

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

ATTACHMENT 2(B)**STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 11 THE HILLS GROWTH CENTRE PRECINCTS PLAN)**

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

Zone R2 Low Density Residential**1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.

2018/61725

- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3.

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

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

ATTACHMENT 2(B1)

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

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

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

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

2018/61725

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

4 Prohibited

Any development not specified in item 2 or 3.

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

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

For Marketing Purposes

THE HILLS SHIRE COUNCIL

3 Columbia Court, Baulkham Hills NSW 2153
PO Box 7064, Baulkham Hills BC NSW 2153

Telephone +61 2 9843 0555

Facsimile +61 2 9843 0409

DX 9966 Norwest

Email council@thehills.nsw.gov.au

www.thehills.nsw.gov.au

ABN No. 25 034 494 656

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

Certificate Number: **61726**
Reference: 17990001:111592
Issue Date: 3 April 2018
Receipt No: 5693165
Fee Paid: \$ 133.00

ADDRESS: 23 Boundary Road, BOX HILL NSW 2765
DESCRIPTION: Lot 3 DP 414875

The land is zoned:
Zone R2 Low Density Residential

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

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

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

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2012 does not apply to the carrying out of development on the land.

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas
 SEPP No.21 - Caravan Parks
 SEPP No.30 - Intensive Agriculture
 SEPP No.33 - Hazardous And Offensive Development
 SEPP No.50 - Canal Estate Development
 SEPP No.55 - Remediation Of Land
 SEPP No.62 - Sustainable Aquaculture
 SEPP No.64 - Advertising And Signage
 SEPP No.65 - Design Quality Of Residential Apartment Development
 SEPP No.70 - Affordable Housing (Revised Schemes)
 SEPP (Building Sustainability Index: Basix) 2004
 SEPP (State Significant Precincts) 2005
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007
 SEPP (Miscellaneous Consent Provisions) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011

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

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

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

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

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

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the

proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

Draft Primary Production and Rural Development State Environmental Planning Policy and planning reforms
Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

Refer Attachment 1(2)(B)

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

The Hills Development Control Plan 2012

Box Hill Development Control Plan

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

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

2. Zoning and land use under relevant LEPs

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

- (A) The Hills Local Environmental Plan 2012 applies to the land unless otherwise stated in this certificate and identifies the land to be:

The Hills Local Environmental Plan 2012 does not apply. Refer Part 2A of this Certificate.

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

Refer Attachment 2(B)

2018/61726

Also refer to the applicable instrument for provisions
regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions
regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
 - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
 - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

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

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

Zone R2 Low Density Residential

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

Zone R2 Low Density Residential

Refer Attachment 1(2)(B)

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

YES

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

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

Refer Attachment 1(2)(B)

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. **Complying Development**

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

2018/61726

the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code and Rural Housing Code

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

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

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

The Hills Local Environmental Plan 2012 - www.thehills.nsw.gov.au
State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) – <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area>

4. Coastal protection

Whether or not the land is affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Finance, Services, and Innovation?

NO

4A. Certain information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO

- (2) In relation to a coastal council:
- (a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO

- (3) (Repealed)

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

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

NO

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

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

- (a) adopted by council, or

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

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

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

(i) Landslip

- a) By The Hills Local Environmental Plan 2012 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 2012 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 Council 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.

Council has adopted the NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2006'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

(iii) Tidal inundation

NO

2018/61726

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls information

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

NO

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

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

NO

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

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

8. Land reserved for acquisition

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

**15 - BOX HILL (KILLARNEY CHAIN OF PONDS)
THE HILLS SECTION 94A**

9A. Biodiversity Certified Land

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

YES

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

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

10. Biodiversity stewardship sites

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

NO

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

10A. Native vegetation clearing set asides

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

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

YES

The land is identified on Council's certified Bush Fire Prone Land map as being partly or wholly bush fire prone land. For details refer to the Bush Fire Prone Land map that can be viewed on Council's website at www.thehills.nsw.gov.au

12. Property vegetation plans

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

NO

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

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

NO

14. Directions under Part 3A

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

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy

(Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

NO

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

NO

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

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

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

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

NO

18. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

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

20. Loose-fill asbestos insulation

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

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

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

21. Affected building notices and building product rectification orders

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

NO

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

NO

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

NO

(3) In this clause:

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

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

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

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

2018/61726

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

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

NOTE: "When information pursuant to Section 10.7 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 10.7 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

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

YES

Clause 5.9 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) and (Appendix 11 The Hills Growth Centre Precinct Plan) contains provisions for the preservation of trees and other vegetation.

Note: Appendix 11 The Hills Growth Centre Precinct Plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- B.** Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2012 Foreshore Building Line map?

NO

- C.** Under the Protection of the Environment Operations Act 1997, is the property subject to a listing on the public register maintained by council with respect to an environmental notice or civil proceedings in the Land and Environment Court, or a prosecution under this Act?

NO

- D.** Is the land affected by any special provisions of Sydney Regional Environmental Plan No 9 – Extractive Industry (No 2 – 1995)?

NO

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

NO

- F.** Is the land within an area where a Special Infrastructure Contribution, as determined by the Minister for Planning and Infrastructure, applies?

YES

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

2018/61726

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

- G.** Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2012 **OR** State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

- H.** Whether Council has adopted a Voluntary Planning Agreement within the meaning of S93F of the Environmental Planning and Assessment Act, 1979, as amended, in relation to the land?

NO

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

NO

- J.** Does the land contain a proposed road as identified within a Development Control Plan under State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

YES

The Box Hill and Box Hill Industrial Development Control Plan, prepared by the Department of Planning and Infrastructure, identifies the land as being affected by a proposed road on the Indicative Layout Plan. Refer <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area/Box-Hill-and-Box-Hill-Industrial>

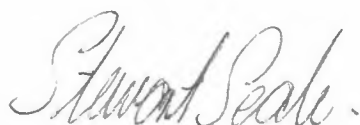
- K.** Has Council been notified by NSW Land and Property Information that the land is affected by a plan of acquisition for railway purposes (Sydney Metro Northwest)?

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per:



2018/61726

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.

For Marketing Purposes

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

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

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

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

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

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

ATTACHMENT 2(B)**STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 11 THE HILLS GROWTH CENTRE PRECINCTS PLAN)**

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

Zone R2 Low Density Residential**1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.

- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3.

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

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

ATTACHMENT 2(B1)

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

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

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

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3.

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

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

For Marketing Purposes

THE
HILLS
Sydney's Garden Shire

THE HILLS SHIRE COUNCIL

3 Columbia Court, Baulkham Hills NSW 2153
PO Box 7064, Baulkham Hills BC NSW 2153

Telephone +61 2 9843 0555
Facsimile +61 2 9843 0409

DX 9966 Norwest

Email council@thehills.nsw.gov.au
www.thehills.nsw.gov.au

ABN No. 25 034 494 656

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

Certificate Number: **61727**
Reference: 17990001:111597
Issue Date: 3 April 2018
Receipt No: 5693170
Fee Paid: \$ 133.00

ADDRESS: 19-21 Boundary Road, BOX HILL NSW 2765
DESCRIPTION: Lot 21 DP 1070858

The land is zoned:
Zone R2 Low Density Residential
Zone RE1 Public Recreation

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

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

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

2018/61727

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2012 does not apply to the carrying out of development on the land.

State Environmental Planning Policies

SEPP No.19 - Bushland In Urban Areas
 SEPP No.21 - Caravan Parks
 SEPP No.30 - Intensive Agriculture
 SEPP No.33 - Hazardous And Offensive Development
 SEPP No.50 - Canal Estate Development
 SEPP No.55 - Remediation Of Land
 SEPP No.62 - Sustainable Aquaculture
 SEPP No.64 - Advertising And Signage
 SEPP No.65 - Design Quality Of Residential Apartment Development
 SEPP No.70 - Affordable Housing (Revised Schemes)
 SEPP (Building Sustainability Index: Basix) 2004
 SEPP (State Significant Precincts) 2005
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007
 SEPP (Miscellaneous Consent Provisions) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011

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

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

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

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

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

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the

2018/61727

proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

Draft Primary Production and Rural Development State Environmental Planning Policy and planning reforms
Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

Refer Attachment 1(2)(B)

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

The Hills Development Control Plan 2012

Box Hill Development Control Plan

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

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

2. Zoning and land use under relevant LEPs

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

- (A) The Hills Local Environmental Plan 2012 applies to the land unless otherwise stated in this certificate and identifies the land to be:

The Hills Local Environmental Plan 2012 does not apply. Refer Part 2A of this Certificate.

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

Refer Attachment 2(B)

2018/61727

Also refer to the applicable instrument for provisions
regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions
regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2012?

NO

Any Other Planning Proposal?

2018/61727

NO

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
 - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
 - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

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

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

Zone R2 Low Density Residential

Zone RE1 Public Recreation

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

**Zone R2 Low Density Residential
Zone RE1 Public Recreation**

Refer Attachment 1(2)(B)

2018/61727

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

YES

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

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

2018/61727

Refer Attachment 1(2)(B)

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

2018/61727

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

Housing Code and Rural Housing Code

Complying development under the Housing Code and Rural Housing Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

2018/61727

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

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

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

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

The Hills Local Environmental Plan 2012 - www.thehills.nsw.gov.au
State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) - <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area>

4. Coastal protection

Whether or not the land is affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Finance, Services, and Innovation?

NO

4A. Certain information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO

- (2) In relation to a coastal council:

2018/61727

(a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

(b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO

(3) (Repealed)

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

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

NO

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

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

NO

6. Road widening and road realignment

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

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

NO

(B) any environmental planning instrument; or

NO

(C) any resolution of council?

a) The Hills Development Control Plan 2012?

2018/61727

NO

b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

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

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

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

(i) Landslip

a) By The Hills Local Environmental Plan 2012 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 2012 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 Council 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.

Council has adopted the NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2006'. Development subject to bushfire risk will be

2018/61727

required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

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

(iii) **Tidal inundation**

NO

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

(iv) **Subsidence**

NO

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

(v) **Acid sulphate soils**

NO

(vi) **Land contamination**

NO

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

(vii) **Any other risk**

NO

7A. Flood related development controls information

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

NO

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

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

NO

2018/61727

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

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

8. Land reserved for acquisition

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

The Hills Local Environmental Plan 2012?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

YES

Clause 5.1 State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precinct Plan) provides for the acquisition of land identified on the North West Growth Centre Land Reservation Acquisition Map. Refer <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area/Box-Hill-and-Box-Hill-Industrial>

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

**15 - BOX HILL (KILLARNEY CHAIN OF PONDS)
THE HILLS SECTION 94A**

9A. Biodiversity Certified Land

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

2018/61727

YES

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

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

10. Biodiversity stewardship sites

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

NO

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

10A. Native vegetation clearing set asides

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

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

YES

The land is identified on Council's certified Bush Fire Prone Land map as being partly or wholly bush fire prone land. For details refer to the Bush Fire Prone Land map that can be viewed on Council's website at www.thehills.nsw.gov.au

12. Property vegetation plans

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

NO

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

2018/61727

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

NO

14. Directions under Part 3A

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

NO

15. Site compatibility certificates and conditions for seniors housing

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

NO

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

NO

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

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

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

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

NO

18. Paper subdivision information

2018/61727

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

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

20. Loose-fill asbestos insulation

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

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

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

21. Affected building notices and building product rectification orders

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

NO

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

NO

2018/61727

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

NO

(3) In this clause:

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

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

Note.

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

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

NO

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

NO

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

NO

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

NO

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

NO

2018/61727

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

NOTE: "When information pursuant to Section 10.7 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 10.7 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

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

YES

Clause 5.9 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) and (Appendix 11 The Hills Growth Centre Precinct Plan) contains provisions for the preservation of trees and other vegetation.

Note: Appendix 11 The Hills Growth Centre Precinct Plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- B.** Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2012 Foreshore Building Line map?

NO

- C.** Under the Protection of the Environment Operations Act 1997, is the property subject to a listing on the public register maintained by council with respect to an environmental notice or civil proceedings in the Land and Environment Court, or a prosecution under this Act?

NO

- D.** Is the land affected by any special provisions of Sydney Regional Environmental Plan No 9 – Extractive Industry (No 2 – 1995)?

NO

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

NO

- F.** Is the land within an area where a Special Infrastructure Contribution, as determined by the Minister for Planning and Infrastructure, applies?

YES

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

2018/61727

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

- G.** Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2012 **OR** State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

NO

- H.** Whether Council has adopted a Voluntary Planning Agreement within the meaning of S93F of the Environmental Planning and Assessment Act, 1979, as amended, in relation to the land?

NO

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

NO

- J.** Does the land contain a proposed road as identified within a Development Control Plan under State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

YES

The Box Hill and Box Hill Industrial Development Control Plan, prepared by the Department of Planning and Infrastructure, identifies the land as being affected by a proposed road on the Indicative Layout Plan. Refer <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area/Box-Hill-and-Box-Hill-Industrial>

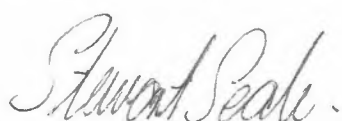
- K.** Has Council been notified by NSW Land and Property Information that the land is affected by a plan of acquisition for railway purposes (Sydney Metro Northwest)?

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per:



2018/61727

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.

For Marketing Purposes

2018/61727

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

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

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

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

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

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

ATTACHMENT 2(B)**STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 11 THE HILLS GROWTH CENTRE PRECINCTS PLAN)**

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

Zone R2 Low Density Residential**1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.

2018/61727

- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3.

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

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

ATTACHMENT 2(B)

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

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

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Emergency services facilities; Environmental facilities; Information and education facilities; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Take away food and drink premises; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

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

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

ATTACHMENT 2(B1)

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

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

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

Zone R2 Low Density Residential**1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3.

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

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

2018/61727

ATTACHMENT 2(B1)

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

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

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

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Emergency services facilities; Environmental facilities; Information and education facilities; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Take away food and drink premises; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

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

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

Application No. 9859233

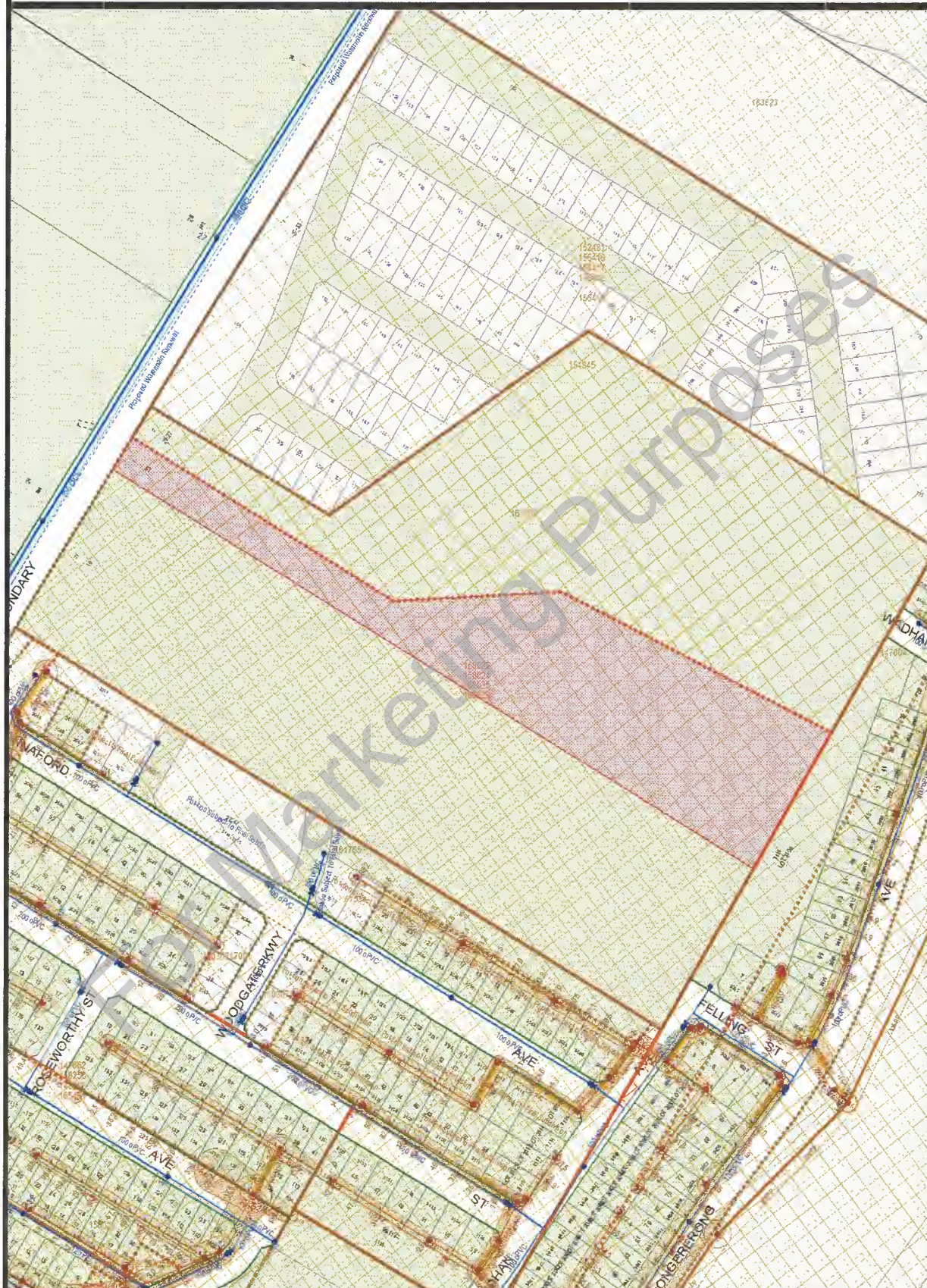
Created on Apr 3, 2018 9:59:16 AM



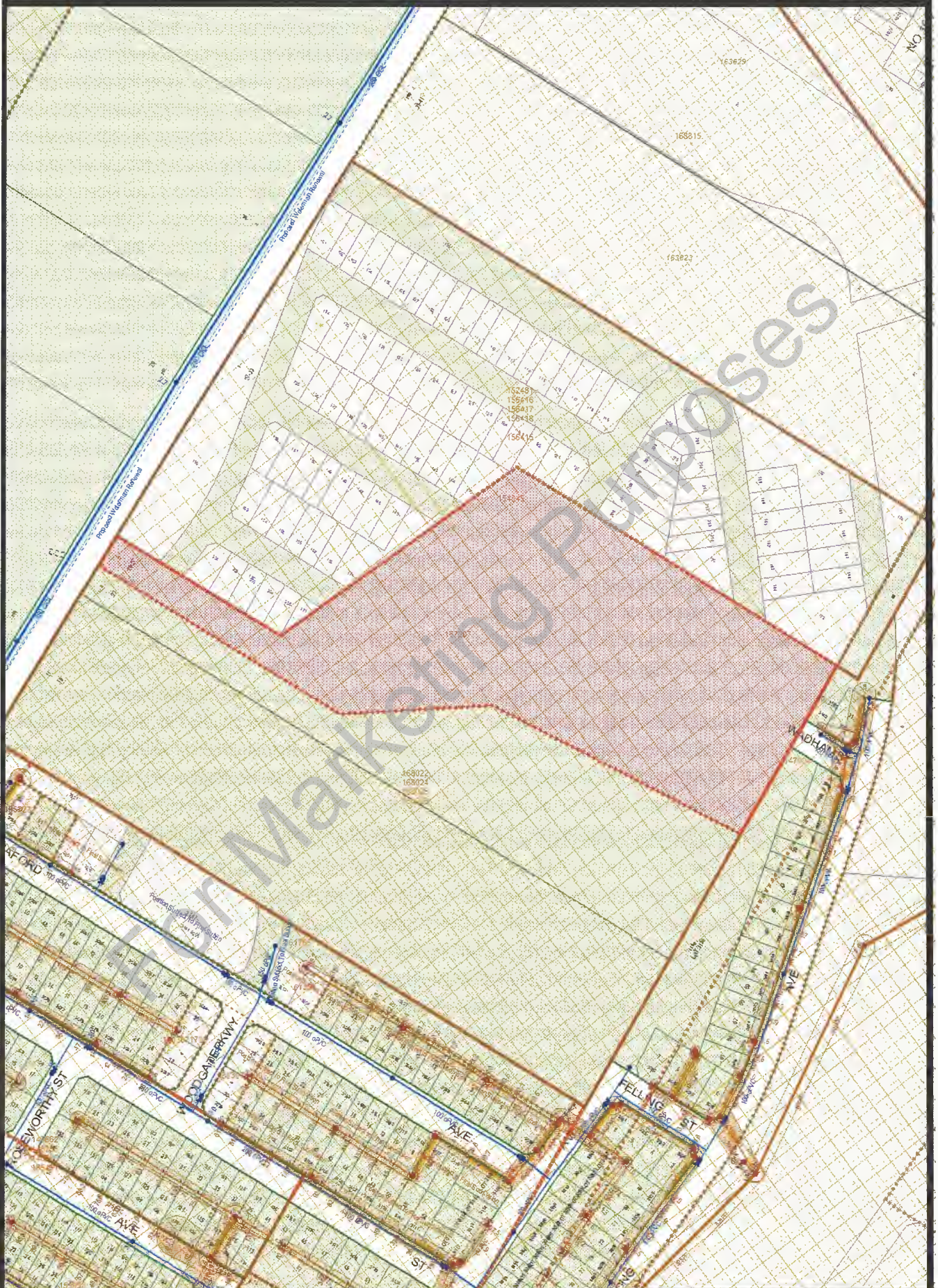
NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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

Application No. 9859229

Created on Apr 3, 2018 9:58:47 AM



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



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

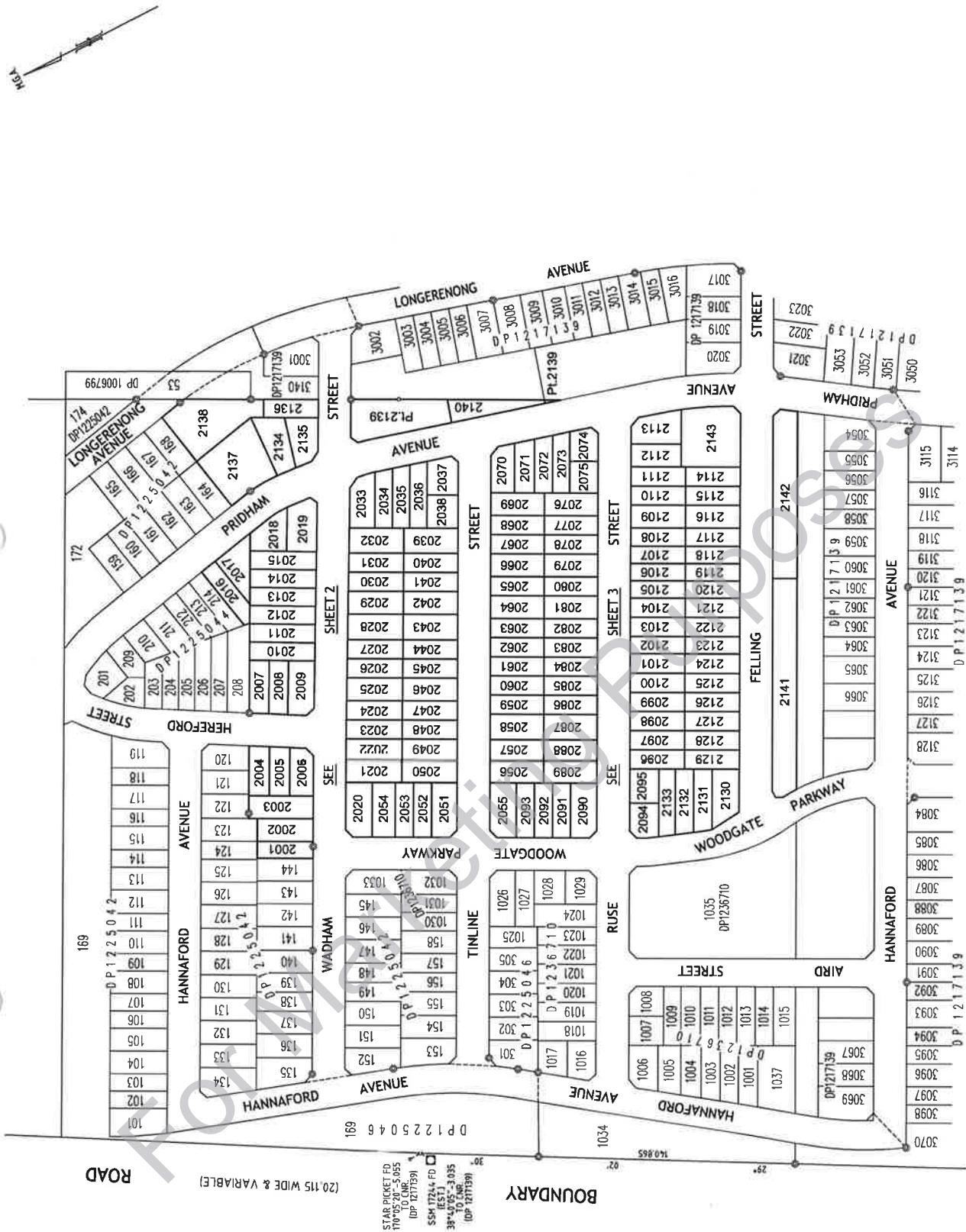
DOCUMENTS REFERRED TO IN PART 2 OF SCHEDULE 1

For Marketing Purposes

ATTACHMENT A
DRAFT DEPOSITED PLAN

For Marketing Purposes

PRELIMINARY PLAN ONLY.
NOT SUITABLE FOR LODGEMENT AT NSW LRS.
LOT SUBDIVISIONS ARE SUBJECT TO
FINAL SURVEY REGISTRATION AT NSW LRS.
EASEMENT WIDTHS AND LOCATIONS ARE
SUBJECT TO FINAL DESIGN COUNCIL
APPROVAL & REGISTRATION AT NSW LRS.



SURVEYOR
Name: ALESH MARY MACGILLICUDDY
Date: 2018
Reference: B57

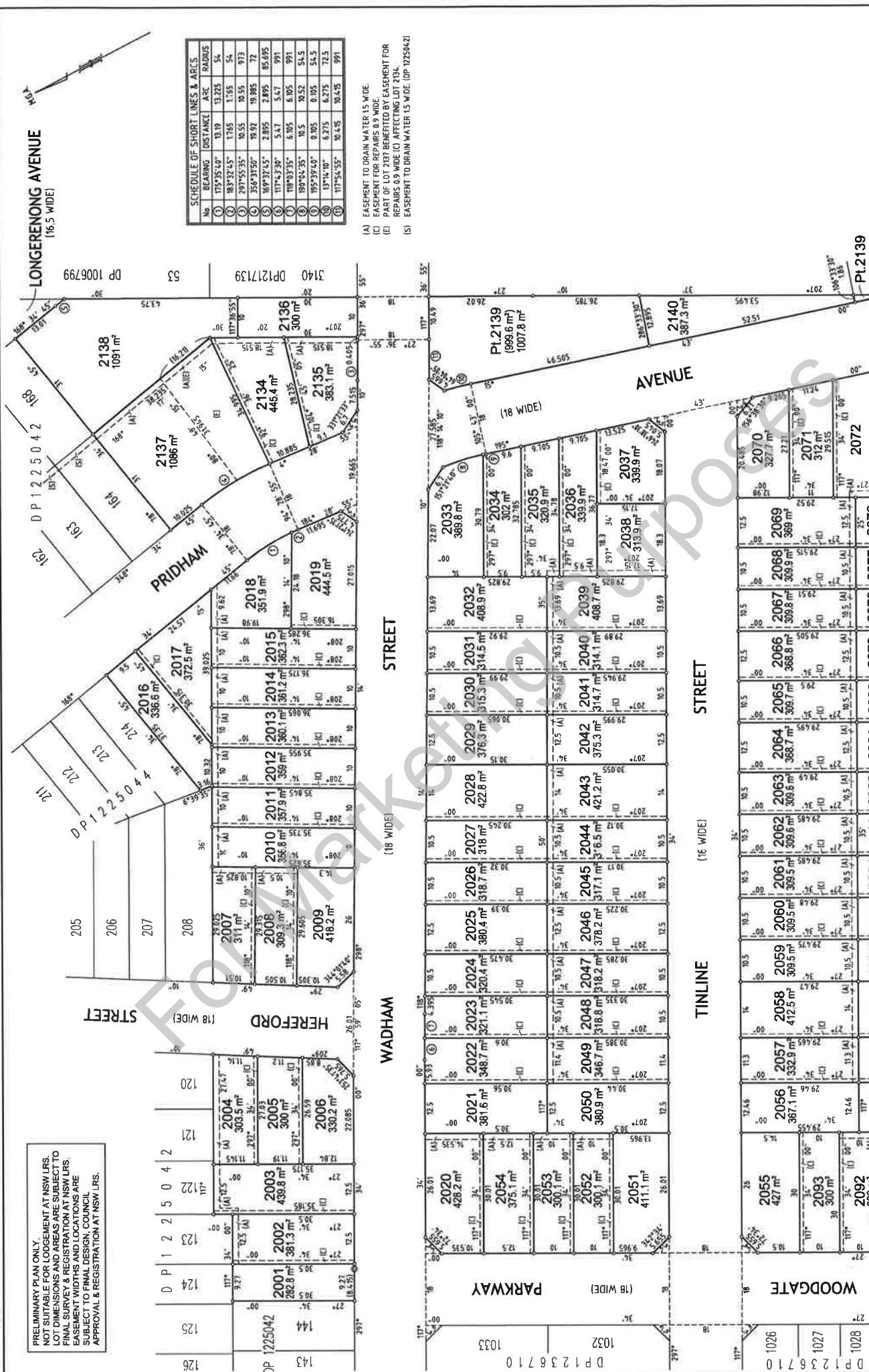
PLAN OF SUBDIVISION OF LOT 136 IN DP 1236710,
LOT 170 & 173 IN DP 1225042.

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

REGISTERED

PPN DP 1236712

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



No	Bearing	Distance	ARC	RADIUS
1	175°35'40"	13.39	13.225	54
2	83°32'45"	1.765	1.765	54
3	297°55'35"	10.55	10.55	973
4	356°31'50"	19.92	19.985	72
5	169°32'45"	2.895	2.895	85.695
6	117°43'30"	5.47	5.47	991
7	118°03'35"	6.105	6.105	991
8	190°04'35"	10.05	10.52	54.5
9	195°39'40"	0.105	0.105	54.5
10	137°14'00"	6.275	6.275	72.5
11	117°54'55"	10.45	10.45	991

- (A) EASEMENT TO DRAIN WATER 15 WIDE
- (B) EASEMENT FOR REPAIRS 0.9 WIDE
- (C) PART OF LOT 2137 BENEFITED BY EASEMENT FOR REPAIRS 0.9 WIDE (C) AFFECTING LOT 2134
- (D) EASEMENT TO DRAIN WATER 15 WIDE (DP 1225042)

PPN DP 1236712

REGISTERED
LGA: THE HILLS SHIRE
Locality: BOX HILL
Reduction Ratio: 1:400
Lengths are in metres.

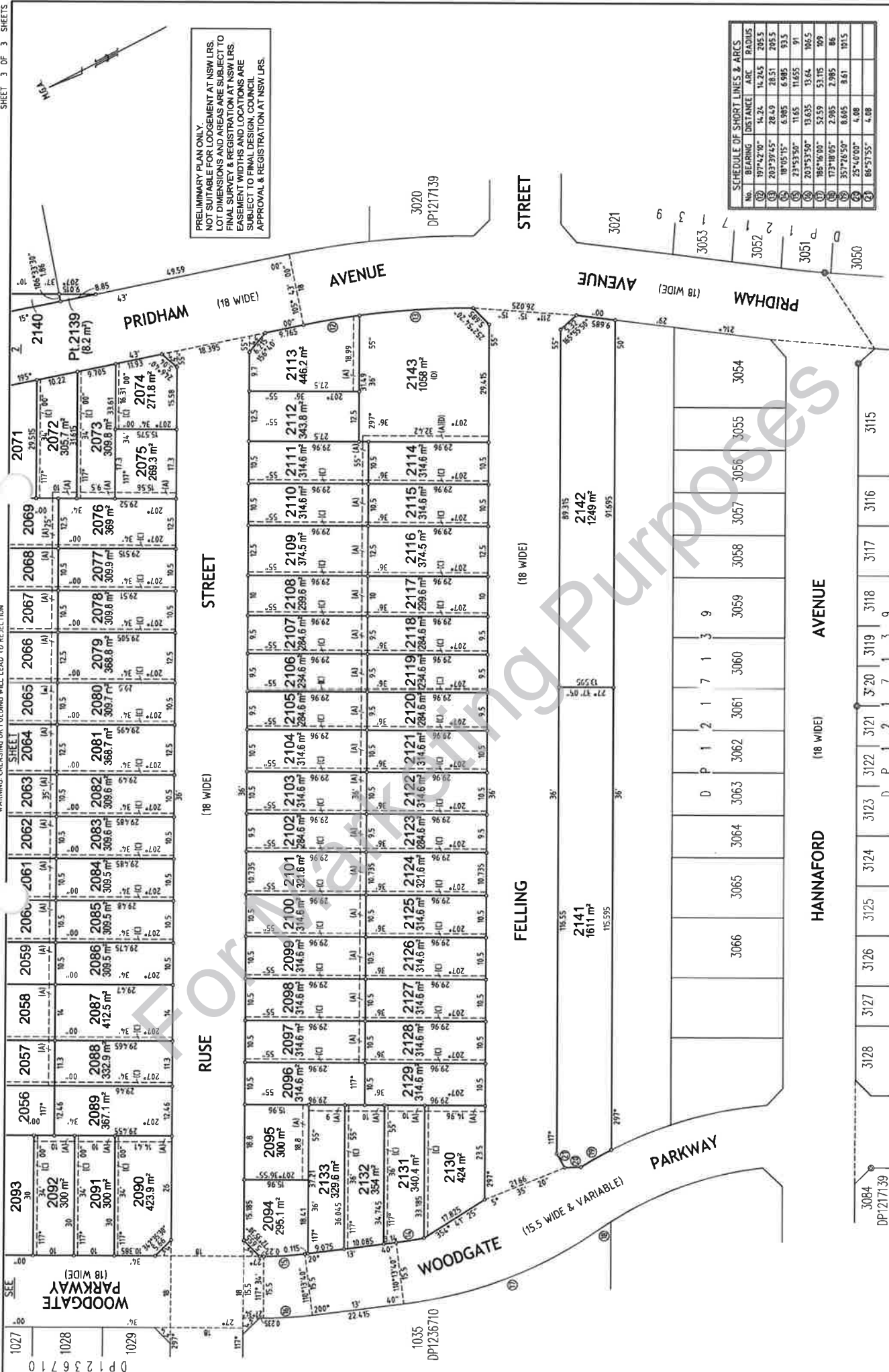
PLAN OF SUBDIVISION OF LOT 1036 IN DP 1236710,
LOT 170 & 173 IN DP 1225042.

SURVEYOR
Name: ALESH MARY MALGOLICUDDY
Date: 2018
Reference: 7

3

SHEET

SEE



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

SCHEDULE OF SHORT LINES & ARCS			
NO.	BEARING	DISTANCE	ARC RADIUS
01	197°42'30"	14.74	14.245
02	203°29'05"	28.49	28.51
03	18°05'15"	6.985	6.985
04	23°53'50"	13.635	13.64
05	98°16'00"	52.59	53.115
06	173°18'05"	2.985	2.985
07	357°26'50"	8.605	8.61
08	25°46'00"	4.68	
09	86°53'55"	4.68	

(A) EASEMENT TO DRAIN WATER 15 WIDE.
(C) EASEMENT FOR REPAIRS 0.9 WIDE.
(D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.

SURVEYOR
Name: AILESH MARY MCGILLICUDDY
Date: 2018
Reference: 1597

PLAN OF SUBDIVISION OF LOT 1036 IN DP 1236710,
LOT 170 & 173 IN DP 1225042.

LGA: THE HILLS SHIRE
Locality: BOX HILL
Reduction Ratio: 1:600
Lengths are in metres.

REGISTERED

PPN DP 1236712

ATTACHMENT B

DRAFT DEPOSITED PLAN INSTRUMENT

For Marketing Purposes

**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 9 sheets)

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
Lot 170 & 173 in DP 1225042
covered by Council's Certificate No.
Dated:

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

GMR Boxhill 02 Pty Ltd
Level 18, Citygroup Centre
2 Park Street, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 Wide. (A)	2002 2003 2004 2007 2008 2010 2011 2012 2013 2014 2015 2018 2020 2035 2036 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2052 2053 2054	2001 2001 & 2002 2001-2003 inclusive 2008 & 2009 2009 2007-2009 inclusive 2007-2010 inclusive 2007-2011 inclusive 2007-2012 inclusive 2007-2013 inclusive 2007-2014 inclusive 2007-2015 inclusive 2051-2054 inclusive 2039-2050 inclusive 2039-2050 inclusive 2039-2050 inclusive 2040-2050 inclusive 2041-2050 inclusive 2042-2050 inclusive 2043-2050 inclusive 2044-2050 inclusive 2045-2050 inclusive 2046-2050 inclusive 2047-2050 inclusive 2048-2050 inclusive 2049 & 2050 2050 2051 2051 & 2052 2051-2053 inclusive

Approved by Council

.....
Authorised Officer

(Lengths are in metres)

(Sheet 2 of 9 sheets)

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
 Lot 170 & 173 in DP 1225042
 covered by Council's Certificate No.
 Dated:

1 continued	Easement to Drain Water 1.5 Wide. (A)	2057	2056
		2058	2056 & 2057
		2059	2056-2058 inclusive
		2060	2056-2059 inclusive
		2061	2056-2060 inclusive
		2062	2056-2061 inclusive
		2063	2056-2062 inclusive
		2064	2056-2063 inclusive
		2065	2056-2064 inclusive
		2066	2056-2065 inclusive
		2067	2056-2066 inclusive
		2068	2056-2067 inclusive
		2069	2056-2068 inclusive
		2072	2056-2069 inclusive
		2073	2056-2069 inclusive
		2075	2056-2069 inclusive
		2090	2091-2093 inclusive
		2091	2092 & 2093
		2092	2093
		2095	2094
		2097	2096
		2098	2096 & 2097
		2099	2096-2098 inclusive
		2100	2096-2099 inclusive
		2101	2096-2100 inclusive
		2102	2096-2101 inclusive
		2103	2096-2102 inclusive
		2104	2096-2103 inclusive
		2105	2096-2104 inclusive
		2106	2096-2105 inclusive
		2107	2096-2106 inclusive
		2108	2096-2107 inclusive
		2109	2096-2108 inclusive
		2110	2096-2109 inclusive
		2111	2096-2110 inclusive
		2113	2112
		2130	2094, 2095 & 2131-2133 inclusive
		2131	2094, 2095, 2132 & 2133
		2132	2094, 2095 & 2133
		2133	2094 & 2095

Approved by Council

 Authorised Officer

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
 Lot 170 & 173 in DP 1225042
 covered by Council's Certificate No.
 Dated:

1 continued	Easement to Drain Water 1.5 Wide. (A)	2134	2136, 2137, Pt.172 in DP 1225042 Designated (F) in DP 1225042 & 159-164 inclusive in DP1225042
		2135	2134, 2136, 2137, Pt.172 in DP 1225042 Designated (F) in DP 1225042 & 159-164 inclusive in DP1225042
		2137	Pt.172 in DP 1225042 Designated (F) in DP 1225042 & 159-164 inclusive in DP1225042
		2143	2096-2111 inclusive
2	Easement for Repairs 0.9 Wide. (C)	2002	2001
		2003	2002
		2004	2005
		2005	2006
		2007	2008
		2008	2009
		2011	2010
		2012	2011
		2013	2012
		2014	2013
		2015	2014
		2017	2016
		2019	2015
		2020	2054
		2022	2021
		2023	2022
		2024	2023
		2025	2024
		2026	2025
		2027	2026
		2028	2027
		2030	2029
		2031	2030
		2032	2031
		2034	2033
		2035	2034
		2036	2035
		2037	2036
		2039	2040
		2040	2041
		2041	2042

(Lengths are in metres)

(Sheet 4 of 9 sheets)

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
 Lot 170 & 173 in DP 1225042
 covered by Council's Certificate No.
 Dated:

2 continued	Easement for Repairs 0.9 Wide. (C)	2043	2044
		2044	2045
		2045	2046
		2046	2047
		2047	2048
		2048	2049
		2049	2050
		2052	2051
		2053	2052
		2054	2053
		2057	2056
		2058	2057
		2060	2059
		2061	2060
		2062	2061
		2063	2062
		2064	2063
		2065	2064
		2066	2065
		2067	2066
		2068	2067
		2069	2068
		2071	2070
		2072	2071
		2073	2072
		2074	2073
		2076	2077
		2077	2078
		2078	2079
		2079	2080
		2080	2081
		2081	2082
		2082	2083
		2083	2084
		2084	2085
		2085	2086
		2087	2088
		2088	2089
		2090	2091
		2091	2092
		2092	2093
		2093	2055
		2097	2096
		2098	2097
		2099	2098
		2100	2099

Approved by Council

 Authorised Officer

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
 Lot 170 & 173 in DP 1225042
 covered by Council's Certificate No.
 Dated:

2 continued	Easement for Repairs 0.9 Wide. (C)	2101	2100
		2102	2101
		2103	2102
		2104	2103
		2105	2104
		2106	2105
		2107	2106
		2108	2107
		2109	2108
		2110	2109
		2111	2110
		2112	2111
		2114	2115
		2115	2116
		2116	2117
		2117	2118
		2118	2119
		2119	2120
		2120	2121
		2121	2122
		2122	2123
		2123	2124
		2124	2125
		2125	2126
		2126	2127
		2127	2128
		2128	2129
		2130	2131
		2131	2132
		2132	2133
		2134	Pt. 2137 designated (E)
		2135	2134
3	Easement for Drainage of Water Variable Width. (D)	2143	The Hills Shire Council
4	Restriction on the Use of Land.	2001-2136 inclusive	The Hills Shire Council
5	Restriction on the Use of Land.	2137-2143 inclusive	The Hills Shire Council
6	Restriction on the Use of Land.	2143	The Hills Shire Council
7	Positive Covenant.	2143	The Hills Shire Council

(Lengths are in metres)

(Sheet 6 of 9 sheets)

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
Lot 170 & 173 in DP 1225042
covered by Council's Certificate No.
Dated:

PART 2 (Terms)**1. Terms of Easement numbered 1 in the abovementioned plan:**

An Easement to Drain Water as set out in Schedule 8, Part 3 of the Conveyancing Act 1919, as amended.

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

2. Terms of Easement numbered 2 in the abovementioned plan:

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

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

Name of Person or Authority whose consent is required to release, vary or modify the Easement numbered 2 in the abovementioned plan is the Registered Proprietor of every Lot benefited by the Easement.

3. Terms of Easement numbered 3 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended.

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

4. Terms of Restriction numbered 4 in the abovementioned plan:

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

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

5. Terms of Restriction numbered 5 in the abovementioned plan:

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

Name of Authority empowered to release, vary or modify the Restriction numbered 5 in the abovementioned plan is The Hills Shire Council.

Approved by Council

.....
Authorised Officer

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
Lot 170 & 173 in DP 1225042
covered by Council's Certificate No.
Dated:

6. Terms of Restriction numbered 6 in the abovementioned plan:

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

This Restriction will be extinguished once the temporary stormwater management measures are no longer required.

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

7. Terms of Positive Covenant numbered 7 in the abovementioned plan:

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

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

This Positive Covenant will be extinguished once the temporary stormwater management measures are no longer required.

Name of Authority empowered to release, vary or modify the Positive Covenant numbered 7 in the abovementioned plan is The Hills Shire Council.

(Lengths are in metres)

(Sheet 8 of 9 sheets)

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
Lot 170 & 173 in DP 1225042
covered by Council's Certificate No.
Dated:

SIGNATURES

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

.....
Signature of Delegate

.....
Name of Delegate

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

Signature of Witness

.....
Name of Witness

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

Approved by Council

.....
Authorised Officer

PLAN:

Plan of Subdivision of Lot 1036 in DP 1236710,
Lot 170 & 173 in DP 1225042
covered by Council's Certificate No.
Dated:

SIGNATURES

**EXECUTED by GMR BOXHILL 02 PTY LTD
(ACN 612 778 882) BY ITS AUTHORISED OFFICER
PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001.**

.....
Ni Buyang
Sole Director/ Sole Secretary

For Marketing Purposes

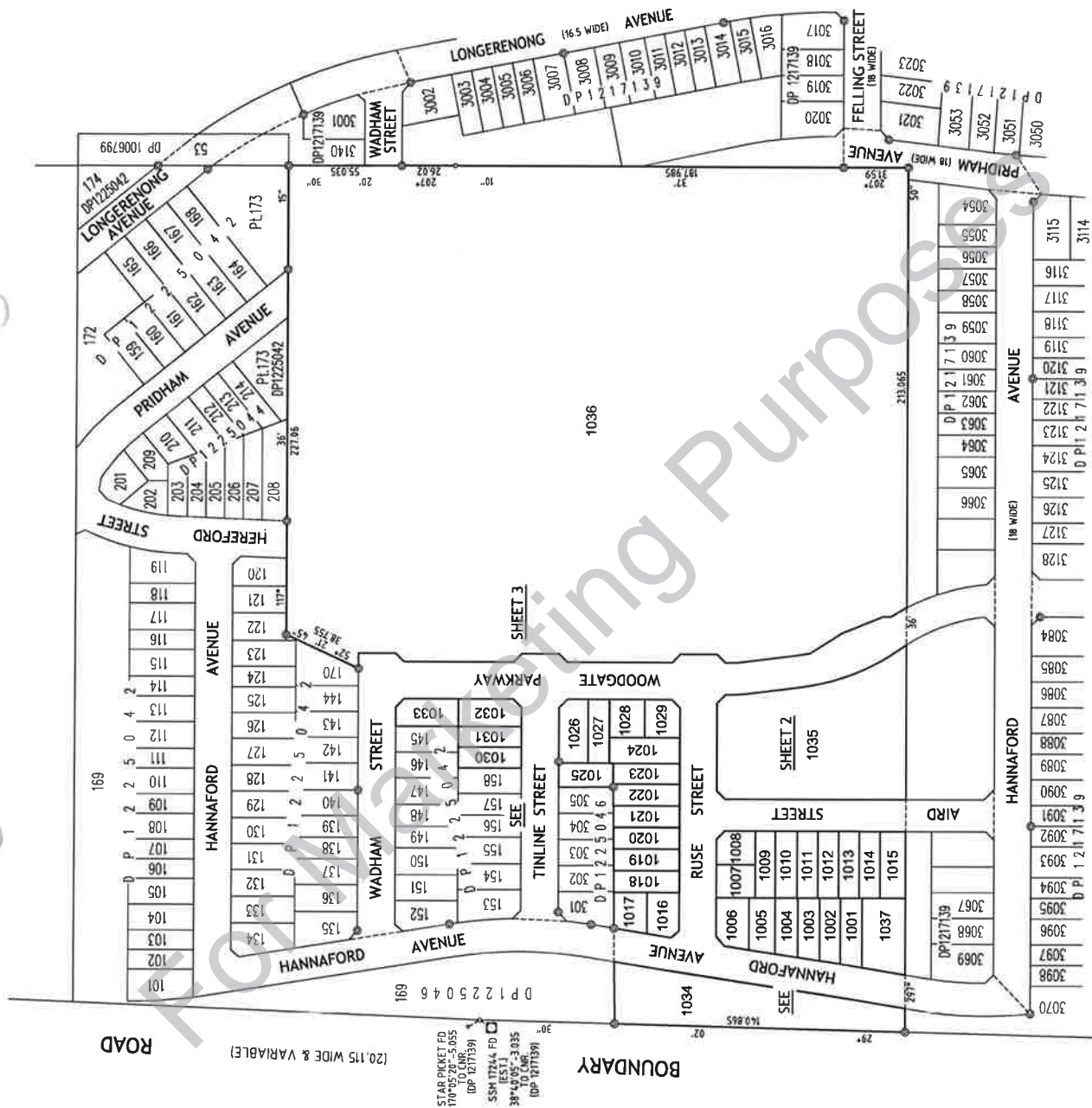
Approved by Council

.....
Authorised Officer

ATTACHMENT C
DRAFT MASTER PLAN

For Marketing Purposes

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



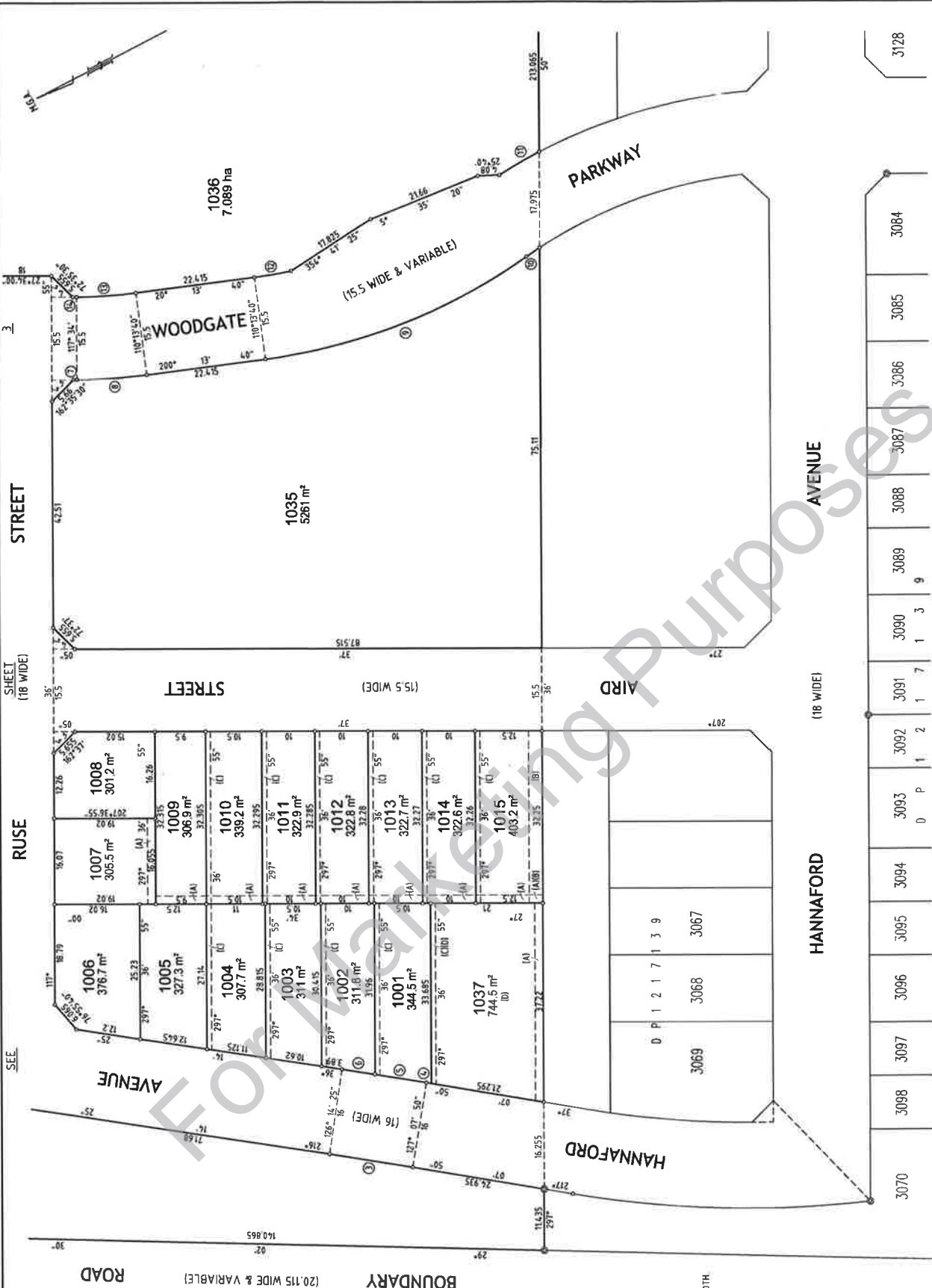
SURVEYOR
Name: ALESH MARY MALCOLLUDDY
D.J. HORE PTY. LIMITED
Date: 2018
Reference: 1597

PLAN OF SUBDIVISION OF LOT 21 IN DP 1070858,
LOT 3 IN DP 4148*5, LOT 2 IN DP 581645 &
LOT 171 IN DP 1225042.

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

REGISTERED

PPN DP 1236710



- (A) EASEMENT TO DRAIN WATER 15 WIDE
(B) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
(C) EASEMENT FOR REPAIRS 0.9 WIDE
(D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH

SCHEDULE OF SHORT LINES & ARCS			
No	BEARING	DISTANCE	ARC RADIUS
1	216°47'05"	15.66	15.665
2	317°07'50"	0.955	
3	36°51'35"	9.68	9.68
4	36°24'50"	6.23	6.23
5	207°34'00"	0.235	
6	203°53'50"	19.635	19.64
7	98°16'00"	52.59	53.195
8	173°18'05"	2.985	2.985
9	357°26'50"	8.605	8.61
10	18°05'15"	6.985	6.985
11	23°53'50"	11.65	11.655
12	217°34'00"	0.22	

PRELIMINARY PLAN ONLY.
NOT SUITABLE FOR LOBBING AT NSW LRS.
FINAL SURVEY AND AREAS ARE SUBJECT TO
FINAL SURVEY & REGISTRATION AT NSW LRS.
EASEMENT WIDTHS AND LOCATIONS ARE
SUBJECT TO FINAL DESIGN, COUNCIL
APPROVAL & REGISTRATION AT NSW LRS.

SURVEYOR
Name: AILESH MARY MACGILLICUDDY
Date: 2018

PLAN OF SUBDIVISION OF LOT 21 IN DP 1070858,
LOT 3 IN DP 414875, LOT 2 IN DP 581645 &
LOT 171 IN DP 1225042.

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

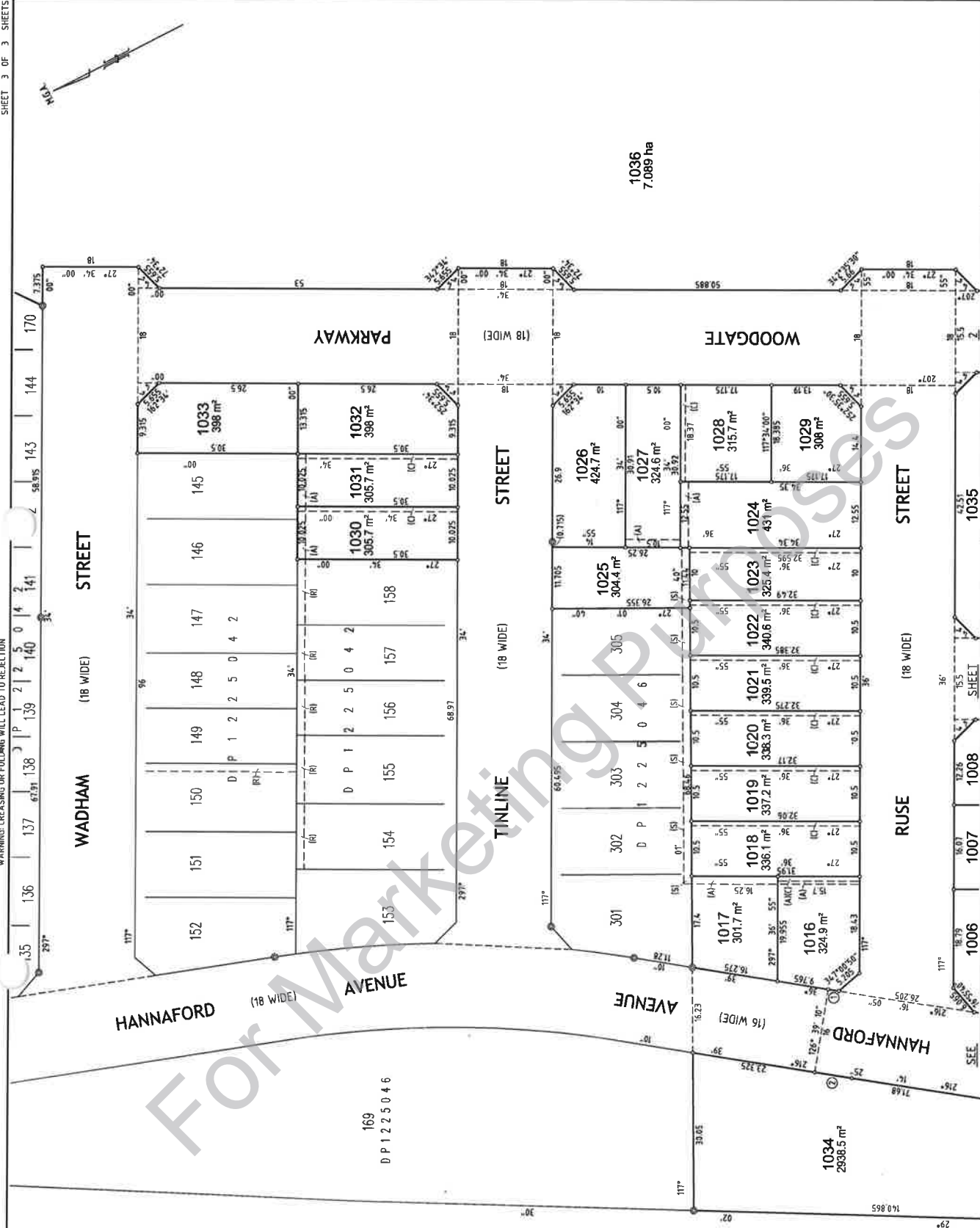
REGISTERED

PPN DP 1236710

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

SCHEDULE OF SHORT LINES & ARCS			
No.	BEARING	DISTANCE	ARC RADIUS
(1)	34°35'25"	2.13	2.13
(2)	28°36'15"	7.25	7.25
(3)			1008

- (A) EASEMENT TO DRAIN WATER 15 WIDE.
(I) EASEMENT FOR REPAIRS 0.9 WIDE.
(R) EASEMENT TO DRAIN WATER 15 WIDE (DP 1225042)
(S) EASEMENT TO DRAIN WATER 15 WIDE (DP 1225046)



SURVEYOR Name: AILESH MARY MACGILLICUDDY Date: 2018 Reference: 957		PLAN OF SUBDIVISION OF LOT 21 IN DP 1070858, LOT 3 IN DP 414875, LOT 2 IN DP 581645 & LOT 171 IN DP 1225042.		LCA: THE HILLS SHIRE Locality: BOX HILL Reduction Ratio: 1500 Lengths are in metres.	REGISTERED
PPN DP 1236710					

ATTACHMENT D

DRAFT MASTER PLAN INSTRUMENT

For Marketing Purposes

**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 6 sheets)

PLAN:

Plan of Subdivision of Lot 21 in DP 1070858,
Lot 3 in DP 414875, Lot 2 in DP 581645 &
Lot 171 in DP 1225042
covered by Council's Certificate No.
Dated:

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

GMR Boxhill 02 Pty Ltd
Level 18, Citygroup Centre
2 Park Street, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 Wide. (A)	1007 1009 1010 1011 1012 1013 1014 1015 1016 1017 1024 1025 1027 1030 1031 1037	1008 1007 & 1008 1007-1009 inclusive 1007-1010 inclusive 1007-1011 inclusive 1007-1012 inclusive 1007-1013 inclusive 1007-1014 inclusive 1017, 1025-1028 inclusive & 301-305 inclusive in DP 1225046 1025-1028 inclusive & 301-305 inclusive in DP 1225046 1026-1028 inclusive 1026-1028 inclusive 1026 1031 & 1032 1032 1007-1015 inclusive
2	Easement for Drainage of Water 2.5 Wide. (B)	1015	The Hills Shire Council

Approved by Council

.....
Authorised Officer

(Lengths are in metres)

(Sheet 2 of 6 sheets)

PLAN:

Plan of Subdivision of Lot 21 in DP 1070858,
 Lot 3 in DP 414875, Lot 2 in DP 581645 &
 Lot 171 in DP 1225042
 covered by Council's Certificate No.
 Dated:

3	Easement for Repairs 0.9 Wide. (C)	1001	1002
		1002	1003
		1003	1004
		1004	1005
		1010	1009
		1011	1010
		1012	1011
		1013	1012
		1014	1013
		1015	1014
		1016	1018
		1018	1019
		1019	1020
		1020	1021
		1021	1022
		1022	1023
		1023	1024
		1028	1027
		1030	1031
		1031	1032
		1037	1001
4	Easement for Drainage of Water Variable Width. (D)	1037	The Hills Shire Council
5	Restriction on the Use of Land.	1001-1033 inclusive	The Hills Shire Council
6	Restriction on the Use of Land.	1034, 1036 & 1037	The Hills Shire Council
7	Restriction on the Use of Land.	1037	The Hills Shire Council
8	Positive Covenant.	1037	The Hills Shire Council

Approved by Council

.....

Authorised Officer

(Lengths are in metres)

(Sheet 3 of 6 sheets)

PLAN:

Plan of Subdivision of Lot 21 in DP 1070858,
Lot 3 in DP 414875, Lot 2 in DP 581645 &
Lot 171 in DP 1225042
covered by Council's Certificate No.
Dated:

PART 2 (Terms)**1. Terms of Easement numbered 1 in the abovementioned plan:**

An Easement to Drain Water as set out in Schedule 8, Part 3 of the Conveyancing Act 1919, as amended.

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

2. Terms of Easement numbered 2 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended.

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

3. Terms of Easement numbered 3 in the abovementioned plan:

An Easement for Repairs as set out in Schedule 8, Part 5 of the Conveyancing Act 1919, as amended.

Name of Person or Authority whose consent is required to release, vary or modify the Easement numbered 3 in the abovementioned plan is the Registered Proprietor of every Lot benefited by the Easement.

4. Terms of Easement numbered 4 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended.

Name of Authority empowered to release, vary or modify the Easement numbered 4 in the abovementioned plan is The Hills Shire Council.

5. Terms of Restriction numbered 5 in the abovementioned plan:

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

Name of Authority empowered to release, vary or modify the Restriction numbered 5 in the abovementioned plan is The Hills Shire Council.

6. Terms of Restriction numbered 6 in the abovementioned plan:

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

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

Approved by Council

.....
Authorised Officer

(Lengths are in metres)

(Sheet 4 of 6 sheets)

PLAN:

Plan of Subdivision of Lot 21 in DP 1070858,
Lot 3 in DP 414875, Lot 2 in DP 581645 &
Lot 171 in DP 1225042
covered by Council's Certificate No.
Dated:

7. Terms of Restriction numbered 7 in the abovementioned plan:

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

This Restriction will be extinguished once the temporary stormwater management measures are no longer required.

Name of Authority empowered to release, vary or modify the Restriction numbered 7 in the abovementioned plan is The Hills Shire Council.

8. Terms of Positive Covenant numbered 8 in the abovementioned plan:

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

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

This Positive Covenant will be extinguished once the temporary stormwater management measures are no longer required.

Name of Authority empowered to release, vary or modify the Positive Covenant numbered 8 in the abovementioned plan is The Hills Shire Council.

Approved by Council

.....
Authorised Officer

(Lengths are in metres)

(Sheet 5 of 6 sheets)

PLAN:

Plan of Subdivision of Lot 21 in DP 1070858,
Lot 3 in DP 414875, Lot 2 in DP 581645 &
Lot 171 in DP 1225042
covered by Council's Certificate No.
Dated:

SIGNATURES

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

.....
Signature of Delegate

.....
Name of Delegate

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

Signature of Witness

.....
Name of Witness

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

Approved by Council

.....
Authorised Officer

(Lengths are in metres)

(Sheet 6 of 6 sheets)

PLAN:

Plan of Subdivision of Lot 21 in DP 1070858,
Lot 3 in DP 414875, Lot 2 in DP 581645 &
Lot 171 in DP 1225042
covered by Council's Certificate No.
Dated:

SIGNATURES

**EXECUTED by GMR BOXHILL 02 PTY LTD
(ACN 612 778 882) BY ITS AUTHORISED OFFICER
PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001.**

.....
Ni Buyang
Sole Director/ Sole Secretary

For Marketing Purposes

Approved by Council

.....
Authorised Officer

ATTACHMENT E
REQUISITIONS

For Marketing Purposes

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

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

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 sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(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 including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 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 not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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.

ATTACHMENT F

FIRB FORM

For Marketing Purposes

**INFORMATION TO BE PROVIDED UNDER THE
FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975**

Purchaser's Name:

Lot No: Lot [XX], 19-25 Boundary Road, Albert Park, Box Hill NSW 2765

Please only fill out one section below depending on whether the purchaser is a natural person, corporation or trustee of a trust.

Note: Foreign Person means a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

THE PURCHASER IS A NATURAL PERSON

Is the purchaser a Foreign Person: YES ☐ NO ☐

Address of purchaser _____

Tax File Number of purchaser (if applicable) _____

The above mentioned information is correct to the best of my knowledge.

Signed by _____ Date _____

[Solicitor for the purchaser/purchaser]

THE PURCHASER IS A TRUSTEE OF A TRUST/SUPERANNUATION FUND

Is the purchaser a Foreign Person: YES ☐ NO ☐

Please supply the names and addresses and residency status for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* of each beneficiary of the trust/superannuation fund:

Name of Beneficiary	Address	Foreign Person
		YES/NO
		YES/NO
		YES/NO

Please supply the names, addresses and residency status of each natural person who has a controlling interest in the trust as defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*:

Name of Natural Person with Controlling Interest	Address	Foreign Person
		YES/NO
		YES/NO
		YES/NO

The abovementioned information is correct to the best of my knowledge. I acknowledge that the vendor may require further information regarding whether the purchaser is a Foreign Person and I will assist in satisfying any such request.

Signed by _____ Date _____

[Solicitor for the purchaser/purchaser]

THE PURCHASER IS A CORPORATION

Is the purchaser a Foreign Person:

YES ☐ NO ☐

If the Purchaser is a corporation, please supply the names, addresses and residency status for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* of each shareholder, director and secretary of the corporation below:

Name of Director/Secretary	Address	Foreign Person*
		YES/NO
		YES/NO
		YES/NO

Name of Shareholder	Address	Foreign Person*
		YES/NO
		YES/NO
		YES/NO

Please supply the names, addresses and residency status of each natural person who has a controlling interest in the company as defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*:

Name of Natural Person with Controlling Interest	Address	Foreign Person
		YES/NO
		YES/NO
		YES/NO

The abovementioned information is correct to the best of my knowledge. I acknowledge that the vendor may require further information regarding whether the purchaser is a Foreign Person and I will assist in satisfying any such request.

Signed by _____ Date _____

[Solicitor for the purchaser/purchaser]

ATTACHMENT G

VENDOR NOTICE

For Marketing Purposes

Vendor Notice

pursuant to Section 14-255, Schedule 1 of the *Tax Administration Act 1953* (Cth)

Vendor: Goldmate Property Box Hill No 5 Pty Ltd ABN 62 622 099 932
Purchaser: [To be inserted]
Property: Lot [XX], 19-25 Boundary Road, Box Hill, 2765

The vendor gives the purchaser notice of the following:

1. the Property is classified as new residential land under the *Tax Administration Act 1953* (Cth).
2. the Purchaser is required to make a payment under section 14-250, Schedule 1 of the *Tax Administration Act 1953* (Cth) in relation to the purchase of new residential land;
3. the Vendor and the Purchaser acknowledge and agree that the margin scheme is to be applied to the supply;
4. the Purchaser is required to pay 7% of the contract price to the Commissioner of Taxation; and
5. the Purchaser must provide the Vendor with a cheque in the sum of \$XXXX payable to the Commissioner of Taxation on completion.