
127 Old Pitt Town Road, Box Hill NSW 2765

Call Option Deed

BHSF Pty Ltd ACN 129 976 521 (Vendor)

ESG Fiduciaries Pty Ltd ACN 640 006 453 as trustee for the Regis Property Trust
(Purchaser)

Date This Deed is made on the date noted on page 17 of this document.

Parties BHSF Pty Ltd ACN 129 976 521 of c/- KWL Lawyers, Suite 16.03,
Level 16, 55 Clarence Street, Sydney NSW 2000

(Vendor)

and

ESG Fiduciaries Pty Ltd ACN 640 006 453 as trustee for the Regis
Property Trust of c/- McMahon Clarke, Level 7, 100 Creek Street,
Brisbane QLD 4000

(Purchaser)

Introduction A. The Vendor grants to the Purchaser a call option to require
the Vendor to sell the Property to the Purchaser on the
terms of this Deed.

B. The terms of this Deed follow.

Schedules The following Schedules form part of this Deed:

A. Schedule 1—Reference Schedule.

B. Schedule 2—Dictionary.

C. Schedule 3—Rules for interpretation.

D. Schedule 4—Call Option Notice.

E. Schedule 5—Consent Letter.

F. Schedule 6—Prescribed warning and cooling off period
notice.

G. Schedule 7—Contract.

H. Schedule 8—Prescribed Documents (Part 4 Conveyancing
Act 1919).

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THE PARTIES AGREE

1. Call Option

1.1 *Grant of Call Option*

In consideration of the payment of the First Call Option Fee and if applicable, payment of the Second Call Option Fee, the Third Call Option Fee, the Fourth Call Option Fee, the Fifth Call Option Fee, the Sixth Call Option Fee, and the Seventh Call Option Fee the Vendor grants the Purchaser an option to require the Vendor to sell the Property to the Purchaser or its Nominee on the terms set out in the Contract.

1.2 *Payment of Call Option Fee*

- (a) The Purchaser must pay the Call Option Fee to the Vendor as follows:
- (i) The First Call Option Fee to the Vendor on the First Call Option Fee Payment Date.
 - (ii) The Second Call Option Fee to the Vendor on the Second Call Option Fee Payment Date.
 - (iii) The Third Call Option Fee to the Vendor on the Third Call Option Fee Payment Date.
 - (iv) The Fourth Call Option Fee to the Vendor on the Fourth Call Option Fee Payment Date.
 - (v) The Fifth Call Option Fee to the Vendor on the Fifth Call Option Fee Payment Date.
 - (vi) The Sixth Call Option Fee to the Vendor on the Sixth Call Option Fee Payment Date.
 - (vii) The Seventh Call Option Fee to the Vendor on the Seventh Call Option Fee Payment Date.
- (b) Notwithstanding any other provision of this Deed:
- (i) if the Call Option is exercised prior to a due date for payment of any part of the Call Option Fee, any unpaid part of the Call Option Fee is not payable by the Purchaser, and
 - (ii) if any part of the Call Option Fee is not paid by the Purchaser on the relevant due date for payment, then the Vendor may by Notice to the Purchaser terminate this Deed, in which event—
 - A. this Deed will be at an end from the date the Vendor gives the termination Notice to the Purchaser

- B. exercise by the Vendor of its right termination is in full and final satisfaction of any Claim the Vendor may have for a breach by the Purchaser of its obligation to pay the Call Option Fee, and
- C. neither party will have any Claim against the other in respect to this Deed, except for Claims which accrued prior to termination, and
- D. any part of the Call Option Fee paid prior to the date of termination remains unconditionally released to the Vendor.

For clarity, the Vendor's rights under clause 1.2(b)(ii) are the Vendor's only rights against the Purchaser for a failure by the Purchaser to pay any part of the Call Option Fee by the relevant due date for payment in accordance with this Deed.

- (c) Subject to clause 1.2(d), the Call Option Fee is non-refundable.
- (d) The Vendor must repay the Call Option Fee to the Purchaser in full if the Purchaser has terminated this Deed as a result of a breach by the Vendor of the Vendor's Obligations under this Deed.
- (e) If the Call Option is exercised, then the Call Option Fee (or any part of it paid) is credited toward the Deposit.

1.3 Purchaser's Nominee

- (a) Subject to clause 1.3(b), the Purchaser may on exercising the Call Option nominate another person to enter into the Contract instead of the Purchaser by nominating the other person as the Purchaser in the Call Option Notice and otherwise complying with clause 1.5.
- (b) The Purchaser's Obligations under this Deed are not affected by the Purchaser nominating a Nominee to enter into the Contract.

1.4 Exercise of Call Option – no Nominee

If the Purchaser does not wish to exercise the Purchaser's right to nominate another person to enter into the Contract pursuant to clause 1.3, then the Purchaser may exercise the Call Option during the Call Option Period by serving on the Vendor—

- (a) the Call Option Notice signed and dated by the Purchaser, and
- (b) the Contract (in duplicate) signed by the Purchaser with the Purchaser's details appropriately inserted as the purchaser under the Contract.

1.5 Exercise of Call Option - Purchaser's nominee

If the Purchaser wishes to exercise the Purchaser's right to nominate another person to enter into the Contract pursuant to clause 1.3, then the Purchaser may exercise the Call Option during the Call Option Period by serving on the Vendor—

- (a) the Call Option Notice signed and dated by the Purchaser, and
- (b) the Contract (in duplicate) signed by the Purchaser's Nominee with Nominee's details appropriately inserted as the purchaser under the Contract.

1.6 *If exercised*

- (a) If the Call Option is exercised in accordance with this clause 1, then—
 - (i) the Contract is deemed to have been formed between the Vendor and the Purchaser or its Nominee (as the case may be) on the date the Call Option Notice is served
 - (ii) the Call Option Fee (or any part of it paid) is credited toward the Deposit, and
 - (iii) the Purchaser must, on the date the Call Option is exercised, pay the Vendor an amount equal to the Deposit less the amount of Call Option Fees paid to the Vendor as at the date the Call Option is exercised. Payment must be made by bank cheque or other immediately available electronic funds transfer to the Vendor.
- (b) Notwithstanding clause 1.6(a)(i), the Vendor must within five Business Days counter-sign the Contracts and provide the Purchaser or the Nominee (as the case may be) with an original fully signed copy.

1.7 *Ineffective exercise of Call Option*

- (a) Clause 1.7(b) applies if—
 - (i) the Purchaser has purported to exercise the Call Option, and
 - (ii) the Vendor is of the opinion that the Purchaser has not validly exercised the Call Option.
- (b) If this clause 1.7(b) applies—
 - (i) the Vendor must as soon as practicable after the Vendor has formed an opinion that the Purchaser has not validly exercised the Call Option, give the Purchaser a Notice (Non-Compliance Notice) that sets out in detail the basis for which the Vendor considers that the Call Option has not been validly exercised
 - (ii) and the Call Option has expired, in further consideration of payment of the Call Option Fee by the Purchaser, the Call Option Period is extended or the Call Option is re-instated so that it expires 5.00pm on the date 5 Business Days after the Non-Compliance Notice is received by the Purchaser, and
 - (iii) the Purchaser is entitled to continue to exercise all Rights under this Deed.

1.8 *If not exercised*

If the Call Option is not exercised during the Call Option Period in accordance with this clause, then the Call Option will expire worthless.

1.9 *Irrevocable offer*

The Call Option constitutes an irrevocable offer by the Vendor to sell the Property and does not give rise to a conditional contract for the sale of the Property.

2. Not used

3. Due Diligence

3.1 *Due diligence condition*

This Deed is subject to the Purchaser conducting and being satisfied (in the Purchaser's sole discretion) with its Due Diligence Investigations on or before the Due Diligence Date.

3.2 *Vendor to assist*

- (a) The Vendor must co-operate with and take all reasonable steps necessary to assist the Purchaser to carry out its Due Diligence Investigations.
- (b) Without limiting clause 3.2(a), the Vendor—
 - (i) authorises the Purchaser to inspect all records relating to the Property held by the relevant Council or other body maintaining any relevant records and will, if requested by the Purchaser, sign an appropriate authority to the Council or other body for the purposes of this clause 3, and
 - (ii) agrees to—
 - A. provide the Purchaser with any assistance or documents and information reasonably requested by the Purchaser in respect to its Due Diligence Investigations, and
 - B. allow access to the Property to the Purchaser and the Purchaser's Consultants for the purposes of inspecting, undertaking surveys and measurements of the Property subject to making an appointment for such inspection with the Vendor or the Vendor's Agent, and
 - (iii) warrants and represents to the Purchaser that all disclosure materials and responses to due diligence requests in respect of the Property or the transaction contemplated by this Deed are accurate and complete, and do not contain false or misleading information or intentionally omit information.
- (c) In exercising its rights under clause 3.2(b)(ii)B, the Purchaser—

- (i) enters the Property at its own risk
- (ii) must make good any damage to the Property by the Purchaser or the Purchaser's Consultants and shall also indemnify the Vendor for any damages or losses caused to the Property and the Vendor's tenants during the course of such inspections, and
- (iii) must use reasonable endeavours to minimise any disturbance to any person occupying any part of the Property.

3.3 Notice in relation to Due Diligence Investigations

The Purchaser must give Notice to the Vendor on or before the Due Diligence Date that either—

- (a) the Due Diligence Condition is satisfied or waived and this Deed is proceeding, or
- (b) the Due Diligence Condition is not satisfied and this Deed is terminated, in which case—
 - (i) this Deed will be at an end from the date the Purchaser gives the termination Notice to the Vendor, and
 - (ii) neither party will have any Claim against the other in respect to this Deed, except for Claims which accrued prior to termination.

3.4 No notice

- (a) If the Purchaser does not give the Vendor a Notice under clause 3.3 by the Due Diligence Date, then the Vendor may terminate this Deed by giving Notice to the Purchaser.
- (b) This is the Vendor's only remedy for the failure by the Purchaser to give a Notice under clause 3.3. The Vendor's right under clause 3.4(a) is subject to the Purchaser's continuing right to give Notice to the Vendor pursuant to clause 3.3.

3.5 No merger

The parties agree the provisions of this clause 2 do not merge on exercise of the Call Option and remain in full force and effect.

4. Development Approval

4.1 Application for development approval

- (a) The Vendor consents to the Purchaser lodging an application for the Development Approval with the Council.
- (b) The Vendor must if requested by the Purchaser sign the Consent Letter within 7 Business Days of being requested in writing to do so.

4.2 Vendor to provide assistance

The Vendor agrees to provide all reasonable assistance to the Purchaser to enable the Purchaser to apply for and obtain the Development Approval including—

- (a) signing any documents (as the registered owner of the Property)
- (b) giving the Purchaser and the Purchaser's consultants access to or copies of any relevant records held by the Vendor in relation to the Property
- (c) authorising the Purchaser to inspect any records held by any Authority in connection with the Property, and
- (d) granting the Purchaser and the Purchaser's consultants, on reasonable prior notice to the Vendor, access to Property for the purpose of—
 - (i) conducting any investigations, inspections, surveys and tests it wishes to make in connection with applying for and obtaining the Development Approval, and
 - (ii) erecting signage on the Property.

4.3 Terms of access

Access under clause 4.2(d) is granted by the Vendor to the Purchaser and the Purchaser's consultants on the terms and conditions of clause 3.2(b)(ii)B and clause 3.2(c).

4.4 Vendor's consent to signage

The Vendor consents to the erection on the Property of any notice required in connection with any Development Application and such signage reasonably required by the Purchaser to advertise the Purchaser's proposed development of the Property.

4.5 No negative Submission

The Vendor must not submit a negative Submission with respect to any Development Application.

4.6 Commencement of works

Subject to the Purchaser obtaining a Development Approval, the Vendor grants the Purchaser and its consultants and contractors a licence to access to the Property for the purposes of commencing its intended development of the Property, and consents to all necessary works including site preparation and clearing, erection of fencing, operational and civil works, installation of services and building and other construction works, as permitted under the Development Approval. The Vendor must not obstruct, interfere or frustrate the exercise of the Purchaser's rights under this clause.

4.7 No merger

The parties agree the provisions of this clause 4 do not merge on exercise of the Call Option and remain in full force and effect.

5. Vendor's additional obligations

5.1 Obligations

The Vendor—

- (a) must use the Property reasonably until exercise of the Call Option, and
- (b) must not deal with the Property in any way that will prevent the Vendor from providing vacant possession as required under the Contract.

5.2 Risk

The Property is at the Vendor's risk until settlement of the Contract.

5.3 No merger

This clause 5 does not merge on exercise of the Call Option and remains in full force and effect.

6. Death, mental illness or insolvency

6.1 Death or mental incapacity

- (a) If the Vendor is a natural person and dies or becomes mentally ill, the Purchaser may give the Vendor Notice terminating this Deed in which case—
 - (i) this Deed is terminated with immediate effect
 - (ii) this Deed is deemed to be terminated due a default by the Vendor
 - (iii) the Call Option Fees paid must be dealt with in accordance with clause 1.2(d), and
 - (iv) neither party will have any further Claim against the other except for Claims which arose prior to termination.
- (b) If the Vendor is a natural person, the Vendor acknowledges and agrees that if the Vendor dies or becomes mentally ill then it is its intention that the Vendor's executors or authorised representatives should be bound by this Deed and if there is any such occurrence the Vendor (or its successors or assigns) will not be entitled to terminate or rescind this Deed.

6.2 Financial incapacity of Vendor

- (a) The Vendor warrants to the Purchaser and continues to warrant to the Purchaser while this Deed is in force that an Insolvency Event has not occurred in relation to the Vendor.
- (b) If an Insolvency Event occurs in connection in relation to the Vendor—
 - (i) the Vendor is in breach of an essential obligation of this Deed, and
 - (ii) the Purchaser may terminate by serving a Notice to the Vendor, and clauses 6.1(a)(i) to 6.1(a)(iv) inclusive apply.

6.3 No merger

The provisions of this clause 6 do not merge on exercise of the Call Option and remain in full force and effect until settlement of the Contract in accordance with its terms.

7. Declaration under Withholding Law

7.1 Declaration

Pursuant to clause 14-225(1) of the Withholding Law, the Vendor hereby warrants and declares that, during the Specified Period, the Vendor is and will be an Australian Resident.

7.2 Acknowledgement

- (a) The Vendor acknowledges the Purchaser has relied on the truth and accuracy of the Vendor's declaration in clause 7.1 for the purposes of complying with its obligations under the Withholding Law.
- (b) The Vendor indemnifies and holds the Purchaser indemnified against any loss or Claim the Purchaser may suffer as a result of the Vendor's declaration in clause 7.1 not being accurate.

7.3 Vendor's further obligations

- (a) The Vendor hereby indemnifies and must keep the Purchaser indemnified against any liability to pay a CGT Withholding Amount in connection with this Deed or the transaction to which it relates.
- (b) If the Purchaser receives a notice from the ATO requiring payment of any CGT Withholding Amount in connection with this Deed (Payment Notice), then the Purchaser must promptly give the Vendor Notice of the Payment Notice (Reimbursement Notice).
- (c) Within 10 Business Days of the Vendor receiving a Reimbursement Notice, the Vendor must pay the amount stated on the Payment Notice to the Purchaser.

- (d) If the Vendor fails to comply with its obligations under clause 7.3(c), then the Vendor agrees the Purchaser may comply with the Payment Notice and recover the amount stated on the Payment Notice (in addition to interest of 8 percent per annum on that amount) by way of an adjustment in favour of the Purchaser (or its Nominee) at settlement of the Contract.

7.4 No merger

The provisions of this clause 7 do not merge on exercise of the Call Option and remain in full force and effect until the later of:

- (a) the date Call Option expires worthless, and
- (b) any contract formed pursuant to the exercise of the Call Option is either completed, terminated or rescinded.

8. Costs

8.1 Each party's costs

Each party must pay its own costs of the negotiation, preparation and execution of this Deed and all documents required to give effect to this Deed.

8.2 Transfer duty

The Purchaser is responsible for any transfer duty assessed on this Deed.

9. Notices

9.1 Form of Notices

Notices given under this Deed must be—

- (a) in writing
- (b) signed by the party giving the Notice or its Authorised Representative
- (c) addressed to the Notice Address of the person to whom it is to be given, and
- (d) in the English language and legible.

9.2 Method and address for giving Notices

Notices must be given or served to or at the Notice Address of the person receiving the Notice by—

- (a) delivery by hand
- (b) posting by registered post or receipted delivery, or
- (c) sending by email, or any other electronic means.

9.3 Notices by hand

If, after 8.30am and before 5.00pm local time on a Business Day in the place of delivery, a party delivers a Notice by hand, then the Notice will be taken as given on the day of delivery. If delivery is made before 8.30am, but after 12.00am on that same day, then the delivery is taken to have occurred at 8.30am on that day so long as it is a Business Day. If any delivery is made after 5.00pm on the Business Day, then delivery is taken to have occurred on the next Business Day.

9.4 Notices by post

If a party gives notice by post, then the Notice will be taken as given on the sixth Business Day after the Notice is posted.

9.5 Notices by email

- (a) If a party gives notice by email before 5.00pm on a Business Day, then the Notice will be taken as given on the day the email is sent. Otherwise, the Notice will be taken to be given on the next Business Day following the day the email is sent.
- (b) Without limiting clause 9.5(a) above, a delivery receipt received by the party giving notice is sufficient evidence of the giving of the Notice.
- (c) If the party receiving the Notice by email sends a read receipt to the party giving the Notice, then the read receipt is sufficient evidence of the giving of the Notice but is not evidence of the time the email is sent.
- (d) If the party giving the notice by email receives a notification that for any reason the email was not received by the recipient, then that party may not rely on this clause 9.5 as evidence of the giving of the Notice.

9.6 Signatures

A Notice is taken to be signed pursuant to clause 9.1(b) above, if the following appears:

- (a) The signature of the party giving the Notice or its Authorised Representative.
- (b) The name of the party giving the Notice or its Authorised Representative.

10. Legal

10.1 Choice of law

This Deed is governed by and construed in accordance with the laws of New South Wales.

10.2 Jurisdiction

Actions, suits or proceedings relating in any way to this Deed or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in New South Wales, and each party irrevocably submits to

the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

11. Representations and warranties

11.1 Representations and warranties

The parties represent and warrant to each other that—

- (a) they have been duly constituted, are validly existing under relevant law and have power and authority to carry on their business as they are now being conducted
- (b) they have power to enter into and observe their Obligations under this Deed
- (c) they have in full force and effect the authorisations and qualifications necessary to enter into this Deed, observe Obligations under them and allow them to be enforced
- (d) their Obligations under this Deed are valid and binding and are enforceable against them in accordance with its terms
- (e) this Deed and the arrangements under it do not contravene their constituent documents or any law, regulation or official directive or contractual restrictions
- (f) they have, and will during the currency of this Deed maintain, sufficient resources to fully discharge their Obligations under this Deed
- (g) they and their appointees are competent to perform their Obligations under this Deed
- (h) no fact or circumstance exists that may materially affect their ability or willingness to perform this Deed, other than facts or circumstances fully disclosed to the other parties, and
- (i) all work to be carried out by them under this Deed does not infringe any intellectual property Rights belonging to any third party.

11.2 Continuation

These representations and warranties are also taken to be made and given on each day that this Deed continues.

12. Goods and Services Tax

- (a) Unless otherwise specified, any amount to be paid by a party (the recipient) to the other party (the supplier) pursuant to this Deed is exclusive of any goods and services tax (GST) in which case the provisions of this clause 12 apply. This clause does not apply if a payment is expressly stated to include GST.

- (b) If any supply, as that term is defined in the GST Act, made by the supplier to the recipient under this Deed or any variation to it, is a taxable supply for the purposes of the GST Act, then in addition to any amount or consideration expressed as payable to the supplier elsewhere in this Deed, but subject to issuing a valid tax invoice, the supplier will be entitled to recover from the recipient an additional amount on account of GST. This additional amount must be equal to the amount of the supplier's GST remittance liability in respect of each supply and will be recoverable at the same time as the amount of consideration is payable for each supply.

13. Confidentiality

13.1 *Non-disclosure*

The parties must not disclose to any person or entity any matters whatsoever connected with the subject matter or the terms of this Deed, except—

- (a) as required by law
- (b) to an investor or potential investor
- (c) to an advisor for an investor or potential investor
- (d) for the purposes of obtaining legal or financial advice, or
- (e) with the written agreement of the other party.

13.2 *Confidential information*

The parties will refrain from disclosing any information to third parties that they have learned or will learn in the course of their business dealings with each other.

13.3 *Employees and agents*

The parties will use their best endeavours to ensure that their respective employees and agents comply with the Obligations imposed in clauses 13.1 and 13.2.

14. Limitation of Liability

14.1 *Entry into Deed*

The Vendor acknowledges and agrees the Purchaser enters into this Deed only in its capacity as trustee of the Trust and in no other capacity.

14.2 *Limitation of liability*

- (a) A liability arising under or in connection with this Deed is limited to and can be enforced against the Purchaser only to the extent to which it can be satisfied out of the property of the Trust out of which the Purchaser is actually indemnified for the liability.

- (b) This limitation of the Purchaser's liability applies despite any other provision of this Deed and extends to all Obligations of the Purchaser in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.

14.3 No right of action against Vendor as trustee

- (a) The Vendor may not sue the Purchaser in any capacity other than as trustee of the Trust, including seeking the appointment of—
 - (i) a receiver (except in relation to property of the Trust)
 - (ii) a liquidator
 - (iii) an administrator, or
 - (iv) any similar person to the Purchaser to prove in any liquidation, administration or arrangement of or affecting the Purchaser (except in relation to the property of the Trust).
- (b) The provisions of this clause 14 do not apply to any Obligation of the Purchaser to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the Purchaser's indemnification out of the assets of the Trust as a result of the Purchaser's fraud, gross negligence or breach of trust.

15. General provisions

15.1 Variations

No variation of this Deed nor consent to a departure by a party from a provision will be of effect unless it is in writing, signed by the parties (or their Authorised Representative) or, in the case of a waiver, by the party giving it (or its Authorised Representative). Any such variation or consent will be effective only to the extent to or for which it may be made or given.

15.2 Waiver

The non-exercise of or delay in exercising a Right of a party will not operate as a waiver of that Right, nor does a single exercise of a Right preclude another exercise of it or the exercise of other Rights. A Right may only be waived by Notice, signed by the party (or its Authorised Representative) to be bound by the waiver.

15.3 Further assurances

Each party to this Deed will do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by Notice from another party to carry out and give effect to the terms and intentions of this Deed and to perfect, protect and preserve the Rights of the other parties to this Deed.

15.4 Liability of parties

If a party consists of more than one person, then—

- (a) an Obligation of those parties is a joint Obligation of all of them and a several Obligation of each of them
- (b) a Right given to those parties is a Right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly, and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

15.5 Counterparts

- (a) This Deed may be executed in one or more counterparts and all counterparts taken together constitute one agreement.
- (b) The parties further agree communication of execution of this Deed by a party may, as an alternative to any other lawful method, be completed by successfully sending an attachment to an email (provided the sender has not received a notification that, for any reason, the email and attachment were not received by the recipient) of this Deed bearing execution by that party to all other parties.

15.6 Severability

This Deed will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable, then—

- (a) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation, or
- (b) if the provision or part of it cannot effectively be read down, then that provision or part of it will be deemed to be void and severable and the remaining provisions of this Deed will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

15.7 Delivery as a deed

Subject to express provisions in this Deed to the contrary, each party by signing or executing this Deed is deemed to unconditionally sign, seal and deliver this Deed as a deed, with the intention of being immediately legally bound by this Deed.

15.8 Parties bound

This Deed binds each of the parties to the full extent provided in this Deed even though—

- (a) one or more persons named in this Deed has not or does not sign or execute this Deed, or
- (b) the signature or execution of this Deed by any of the parties (other than the party sought to be made liable) is or may become void or voidable.

15.9 *Entire agreement*

The parties acknowledge that—

- (a) this Deed comprises the whole of the agreement between the parties in relation to the subject matter of it, and
- (b) no further or other covenants are implied or arise between the parties by way of collateral or other agreement or by reason of any alleged promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this Deed and the existence of any implied, collateral or other agreement is negated.

15.10 *Assignment*

Neither party may assign or subcontract any of its Rights, duties or Obligations under this Deed without the consent of the other party.

15.11 *Remedies cumulative*

The Rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the Rights, powers or remedies provided by law independently of this Deed.

15.12 *Time is of the essence*

Time is of the essence of the Obligations of the parties under this Deed.

15.13 *Caveat*

The Purchaser may on execution of this Deed, lodge or cause to be lodged a caveat against the Land which will continue to have effect during the Call Option Period.

15.14 *Trusts*

If the Vendor is selling the Property as a trustee of any trust, whether or not the Purchaser has notice of the trust, the Vendor warrants—

- (a) despite the existence of the trust, the Vendor will be personally liable for the performance of all the Vendor Obligations contained in this Deed
- (b) the Vendor (as trustee) will use its best endeavours to ensure the assets of the trust are available to rectify any breach under this Deed
- (c) the Vendor has full complete and valid authority under the trust deed to enter this Deed and the consent of the beneficiaries is not required or if required, has been obtained, and

(d) the Vendor has a Right of indemnity under the trust.

15.15 Documents required

The Purchaser acknowledges for the purpose of Part 4 of the *Conveyancing Act 1919* (NSW) and any instrument or regulation under that Act, the Vendor has attached in Schedule 7—Contract or Schedule 8—Prescribed Documents (Part 4 Conveyancing Act 1919) or included in this Deed the relevant documents required to be included or attached in this Deed.

Executed by the Vendor as a Deed.

This Deed is made this 11TH day of MAY 2020.

Executed by BHSF Pty Ltd ACN 129
976 521 in accordance with section 127
of the Corporations Act by

Secretary/Director

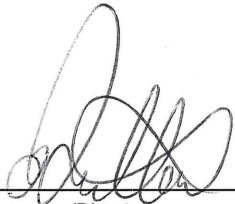
Director

Name (please print)

Name (please print)

Executed by the Purchaser as a Deed.

Signed, sealed and delivered by ESG
Fiduciaries Pty Ltd ACN 640 006 453 as
trustee for the Regis Property Trust in
accordance with section 127 of the
Corporations Act by:



Sole Secretary/Director

LEE RUSHTON

Name (please print)

Schedule 1—Reference Schedule

Item	Reference	Information
Item 1.	Vendor details:	BHSF Pty Ltd ACN 129 976 521 Service address: KWL Lawyers, Suite 16.03, Level 16, 55 Clarence Street, Sydney NSW 2000 Email: timothy@kwllawyers.com.au Attention: Se-Yoon (Timothy) Kim
Item 2.	Purchaser details	ESG Fiduciaries Pty Ltd ACN 640 006 453 as trustee for the Regis Property Trust Service address: c/- McMahon Clarke Level 7, 100 Creek Street, Brisbane QLD 4000 Email: nicholas.stevens @mcmahonclarke.com Attention: Nicholas Stevens
Item 3.	Due Diligence Date	5.00pm on the date 30 days from the date of this Deed.
Item 4.	Not used	Not used
Item 5.	Call Option Commencement Date	The next Business Day 43 days after the date of this Deed.
Item 6.	Call Option Expiry Date	5.00pm on the date 18 months after the date of this Deed.
Item 7.	Call Option Fee Payment Dates	(a) First Call Option Fee Payment Date – 5.00pm on the date two (2) Business Days after the date of this Deed. (b) Second Call Option Fee Payment Date– 5.00pm on the date two (2) Business Days after the Due Diligence Condition is satisfied or waived in accordance with clause 3.3(a). (c) Third Call Option Fee Payment Date – 5.00pm on the date 60 days after the Second Call Option Fee Payment Date. (d) Fourth Call Option Fee Payment Date – 5.00pm on the date 12 months after the date of this Deed.

Item	Reference	Information
		<ul style="list-style-type: none"> (e) Fifth Call Option Fee Payment Date – 5.00pm on the date 15 months after the date of this Deed. (f) Sixth Call Option Fee Payment Date – 5.00pm on the date 16 months after the date of this Deed. (g) Seventh Call Option Fee Payment Date – 5.00pm on the date 17 months after the date of this Deed.
Item 8.	Call Option Fee	<ul style="list-style-type: none"> (a) First Call Option Fee - \$10,000.00. (b) Second Call Option Fee - \$40,000.00. (c) Third Call Option Fee - \$200,000.00. (d) Fourth Call Option Fee - \$200,000.00. (e) Fifth Call Option Fee - \$30,000.00. (f) Sixth Call Option Fee - \$30,000.00. (g) Seventh Call Option Fee - \$30,000.00.

Schedule 2—Dictionary

ATO	Australian Tax Office.
Authority	Any person, body, authority or corporation (municipal, government, statutory or non-statutory) that has authority over the Property.
Australian Resident	Has the same meaning as that term is defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth).
Authorised Representative	In respect of each party, a solicitor of that party or a person nominated by Notice to the other party as an authorised representative, and in respect of a party which is a corporation— <ul style="list-style-type: none"> (a) a company secretary or director, or any officer of the corporation whose title or office includes the words “manager” or “director”, or (b) a person acting with the title or in the office of manager or director.
Business Day	Any day other than a Saturday, Sunday or public holiday in Brisbane or Sydney or a day in the period 27 December to 31 December (inclusive).
Call Option	The call option granted under clause 1.1.
Call Option Commencement Date	See Item 5 of the Reference Schedule.
Call Option Expiry Date	See Item 6 of the Reference Schedule.
Call Option Fee	See Item 8 of the Reference Schedule, being the First Call Option Fee, the Second Call Option Fee, the Third Call Option Fee, and the Fourth Call Option Fee, the Fifth Call Option Fee, the Sixth Call Option Fee and the Seventh Call Option Fee, and includes either one or all of them or any part of it paid, where the context requires.
Call Option Notice	A notice in the form set out in Schedule 4—Call Option Notice.
Call Option Period	The period commencing on the Call Option Commencement Date and ending on the Call Option Expiry Date.
CGT Withholding Amount	An amount determined under section 14-200(3)(a) of the Withholding Law including any penalties and interest applied pursuant to the Withholding Law arising in connection with this Deed or a transaction to which it relates.

Claim	Any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Consent Letter	A letter in the form contained in Schedule 5—Consent Letter.
Contract	The contract contemplated under this Deed, the terms of which are set out in Schedule 7—Contract.
Deed	This Deed including all of its annexures, schedules and recitals.
Deposit	The deposit payable under the Contract.
Deposit Holder	The party named as deposit holder in the Contract, or if no party is named, then the Vendor’s lawyer (to be held in their trust account).
Development Application	A development application to the Council for consent under Part 4 of the EP&A Act to carry out the Purchaser’s proposed development of the Property in its discretion.
Development Approval	A development permit for the reconfiguration and change of use of the Property which takes effect pursuant to the EP&A Act approving development of the Property in accordance with the Purchaser’s proposed development on conditions acceptable to the Purchaser (in the Purchaser’s absolute discretion), and includes any approvals, consents, permits, contribution allowances and agreements with Council or the New South Wales State Government (by Ministerial Infrastructure Designation under SEPP, SAP or otherwise) necessary for the Purchaser to undertake its intended development of the Property in its absolute discretion.
Due Diligence Condition	The condition in clause 3.1.
Due Diligence Date	See Item 3 of the Reference Schedule.
Due Diligence Investigations	Any investigations the Purchaser wishes to make in relation to the Property, including but not limited to— <ul style="list-style-type: none"> (a) the Vendor’s title to the Property (b) the services available to the Land (c) all approvals required or issued by an authority in relation to the Property and the use of the Land (d) the surveyed boundaries of the Land in relation to any fixed improvements on the Land (e) a valuation for the Land (f) details of any leases over the Land, and

	(g) standard property searches from the local council, statutory authorities and service providers in relation to the Property.
EP&A Act	The <i>Environmental Planning and Assessment Act 1979</i> (NSW).
First Call Option Fee	See Item 8(a) of the Reference Schedule.
First Call Option Fee Payment Date	See Item 7(a) of the Reference Schedule.
Fifth Call Option Fee	See Item 8(e) of the Reference Schedule.
Fifth Call Option Fee Payment Date	See Item 7(e) of the Reference Schedule.
Seventh Call Option Fee	See Item 8(g)(g) of the Reference Schedule.
Seventh Call Option Fee Payment Date	See Item 7(g) of the Reference Schedule.
Sixth Call Option Fee	See Item 8(f) of the Reference Schedule.
Sixth Call Option Fee Payment Date	See Item 7(f) of the Reference Schedule.
GST	A tax, impost or duty on goods, services or other things imposed by any fiscal, national, state, territory or local authority or entity and whether presently imposed or novel, together with interest or penalties either before or after the date of this Deed.
GST Act	<i>A New Tax System (Goods & Services Tax) Act 1999</i> (Cth) and any associated legislation or regulations.
Item	An item in Schedule 1—Reference Schedule.
Insolvency Event	Any of the following: <ul style="list-style-type: none"> (a) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation (b) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a person (c) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days

- (d) a receiver or receiver and manager is appointed in respect of any property of a corporation
- (e) a corporation is deregistered under the Corporations Act or notice of its proposed deregistration is given to the corporation
- (f) a distress, attachment or execution is levied or becomes enforceable against any property of a person, or
- (g) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them.

Council	The Hills Shire Council.
Nominee	A person nominated by the Purchaser to enter into the Contract under clause 1.3.
Notice	A written notice, consent, approval, direction, order or other communication.
Notice Address	<ul style="list-style-type: none"> (a) For the Vendor see Item 1 of the Reference Schedule. (b) For the Purchaser see Item 2 of the Reference Schedule. (c) Or where a party gives Notice to all other parties of another address, number or email address, the last address, number or email address so notified.
Obligations	Any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.
Property	Has the same meaning in this Deed as it has in the Contract.
Reference Schedule	The schedule set out in Schedule 1—Reference Schedule.
Right	Includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.
Second Call Option Fee	See Item 8(b) of the Reference Schedule.
Second Call Option Fee Payment Date	See Item 7(b) of the Reference Schedule.
Seventh Call Option Fee	See Item 8(g) of the Reference Schedule.

Seventh Call Option Fee Payment Date	See Item 7(g) of the Reference Schedule.
Specified Period	The period commencing on the date of this Deed and ending six months after the date of this Deed.
Third Call Option Fee	See Item 8(c) of the Reference Schedule.
Third Call Option Fee Payment Date	See Item 7(c) of the Reference Schedule.
Trust	The Regis Property Trust.
Withholding Law	Schedule 1 of the <i>Tax Administration Act 1953</i> (Cth).

Schedule 3—Rules for interpretation

In this Deed unless the context indicates a contrary intention—

- (a) the definitions set out in the Contract will apply to this Deed
- (b) words denoting any gender include both genders
- (c) the singular number includes the plural and vice versa
- (d) references to any legislation includes any legislation which amends or replaces that legislation and any subordinate legislation
- (e) a person includes their executors, administrators, successors, substitutes (*for example, persons taking by novation*) and assigns
- (f) a person includes companies and corporations and vice versa
- (g) except in the dictionary, headings do not affect the interpretation of this Deed
- (h) the construction least favourable to the party responsible for drafting the Deed will not be adopted against that party merely because that party put forward the first draft of this Deed
- (i) words in italics (other than clause or sub-clause headings) provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause
- (j) amounts of money are expressed in Australian dollars
- (k) a reference to a document includes any variation or replacement of it
- (l) a reference to any thing includes the whole or each part of it
- (m) words defined in the *Corporations Act 2001* (Cth) have the same meaning when used in this Deed
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, then the obligation must be performed or the event must occur on or by the next Business Day
- (o) where time is to be calculated by reference to a day or event, then that day or event is excluded
- (p) the defined terms in Schedules 1 and 2 have the meaning given them in those schedules, and
- (q) specifying anything in this Deed after the words 'includes' or 'for example' or similar expressions does not limit what else is included.

Schedule 4—Call Option Notice

A notice in the following form:

Call Option Notice

To: BHSF Pty Ltd ACN 129 976 521 (Vendor)

From: ESG Fiduciaries Pty Ltd ACN 640 006 453 as trustee for the Regis Property Trust (Purchaser)

Subject: Exercise of Call Option under Call Option Deed dated #[insert date of deed] (the Deed)

Property: 127 Old Pitt Town Road, Box Hill NSW 2765 (Property)

1. Take notice that the Purchaser exercises the Call Option under the Deed to purchase the Property for the price and on the terms set out in the Deed and the contract (Contract) referred to in the Deed.
2. The purchaser under the Contract will be #[insert Purchaser or Nominee as appropriate].
3. The Contract (in duplicate) signed by #[insert Purchaser or Nominee as appropriate] is enclosed with this Call Option Notice.

Dated: #[insert date]

Signed for and on behalf of the Purchaser:

Signature:

Name:

Position:

Schedule 5—Consent Letter

The Hills Shire Council
PO Box 7064
NORWEST 2153

Dear Sirs

**Re: ESG Fiduciaries Pty Ltd ACN 640 006 453 as trustee for the Regis Property Trust
Purchase from BHSF Pty Ltd ACN 129 976 521**

Property: 127 Old Pitt Town Road, Box Hill NSW 2765

We, BHSF Pty Ltd ACN 129 976 521, are the registered owner of the land at 127 Old Pitt Town Road, Box Hill NSW 2765, being the land described as Lot 70 on Deposited Plan 1034652 (Land).

We consent to ESG Fiduciaries Pty Ltd ACN 640 006 453 as trustee for the Regis Property Trust or its nominee lodging a Development Application with the Council for the development of the Land.

We consent to the submission and to authorised Council representatives and agents entering the Land to carry out inspections necessary for the purpose of assessing and determining the Development Application and for Council to make copies of all documents for the purpose of determining the application, to provide copies of all documents for the purpose of determining the application, to provide copies to persons who may be affected by the proposal or obtain access under *Government Information (Public Access) Act 2009* and make available any document on Council's website.

Yours faithfully

Director

Director/Secretary

Date

Schedule 6—Prescribed warning and cooling off period notice

Form 2 Cooling off period (purchaser's rights)

1. This is the statement required by section 66ZH of the *Conveyancing Act 1919* and applies to an option to purchase residential property.
2. The purchaser may rescind the option at any time before 5 pm on the fifth business day after the day on which the option was granted, **EXCEPT** in the circumstances listed in paragraph 3.
3. There is **NO COOLING OFF PERIOD:**
 - (a) if, at or before the time the option is granted, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66ZF of the Act, or
 - (b) if the option is granted on the same day as the property was offered for sale by public auction but passed in.
4. A purchaser exercising the right to cool off by rescinding the option 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 in relation to the option or from any deposit paid in relation to the purchase of the property and the purchaser is entitled to a refund of any balance.

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 1970*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Schedule 7—Contract

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 68171268	NSW DAN:
vendor's agent	Peppercorn Property Solutions Level 5, 4 Columbia Court, Norwest NSW 2153		Phone: (02) 8860 6588 Fax:
co-agent	Not applicable		Ref: Darren Roots
vendor	BHSF PTY LIMITED (ACN 129 976 521) 168-174 Euston Road, Alexandria NSW 2015		
vendor's solicitor	KWL Lawyers Suite 16.03, Level 16, 55 Clarence Street, Sydney NSW 2000		Phone: (02) 9384 0100 Fax: (02) 8583 3373 Ref: TK:BC:P2656/2020
date for completion	90 days after the contract date	(clause 15)	Email: benjamin@kwllawyers.com.au
land	127 Old Pitt Town Road, Box Hill NSW 2765 (Address, plan details and title reference) Lot 70 in Deposited Plan 1034652 70/1034652		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:	
exclusions		
purchaser's solicitor	McMahon Clarke Level 7, 100 Creek Street, Brisbane QLD 4000	Phone: (07) 3239 2916 Fax: (07) 3239 2990 Ref: Nicholas Stevens Email: nicholas.stevens@mcmahonclarke.com (10% of the price, unless otherwise stated)
price	\$ 20,000,000.00	
deposit	\$ 2,000,000.00	
balance	\$ 18,000,000.00	
contract date		(if not stated, the date this contract was made)

buyer's agent Not applicable.

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

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

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

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes(if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier’s name:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

Supplier’s proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

32. Alterations to Printed Form

- (a) Clause 6.2 is deleted;
- (b) Clause 7.1.1 is amended by replacing "5% of the price" with \$500.00;
- (c) In Clause 7.2.1 "10% of the price" is deleted and "\$1,000.00" is substituted;
- (d) Insert a new clause 7.3 as follows "This clause 7 does not apply to any claims the Purchaser makes in connection with a default by the Vendor of its obligations relating to completion of this Contract".
- (e) In Clause 8.1.1 the words "on reasonable grounds" is deleted;
- (f) In Clause 8.1.2 the words "and those grounds" is deleted;
- (g) Insert a new clause 8.3 as follows "This clause 8 does not apply to any requisitions the Purchaser makes in connection with a default by the Vendor of its obligations relating to completion of this Contract".
- (h) In Clause 10.1.8 and 10.1.9, "substance" is deleted and "existence" is substituted;
- (i) In Clause 13, definition of GST includes any penalty and interest charges;
- (j) Clause 13.4.3 at the beginning of clause 13.4.3, add "the purchaser must serve the vendor a certificate of registration for GST at least 14 days before completion date, otherwise Clause 38 Late Completion applies.";
- (k) Clause 16.8 is deleted;
- (l) In Clause 16.5 the words "plus another 20% of that fee" is deleted;
- (m) Clause 18.8 is inserted as "Except in respect of any of the Vendor's obligations relating to completion, The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- (n) Clause 23.6 is deleted;
- (o) Clause 23.13 and 23.14 are replaced with "the purchaser is to obtain the Section 184 Certificate. See special condition 52 for the vendor's authority.";
- (p) Clause 24.3.3 is deleted;
- (q) Clause 30.7 is amended by replacing "7 days" with "5 days";
- (r) Clause 30.7.2 is amended by inserting the words "and ensure that the transfer is prepared and able to be signed by the vendor at least 14 days prior to settlement" at the end of the sentence; and
- (s) Clause 30.9.2 is amended by deleting the words "at least 1 business day before the date for completion" and inserting in its place "at least 2 hours prior to the completion time".

33. Intentionally deleted

34. Notice to complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to
-

serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this period is considered reasonable by both parties. For this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

- (b) In the event the vendor issues a Notice to Complete pursuant to this Clause, the Purchaser must allow an adjustment of \$330.00 in favour of the Vendor on Completion as the vendor's additional costs and service fees.

35. Purchaser acknowledgements

- (a) The purchaser acknowledges that they are purchasing the property:
 - (i) In its present condition and state of repair;
 - (ii) Subject to all defects latent and patent;
 - (iii) Subject to any infestations and dilapidation;
 - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

- (b) The purchaser is not entitled to make objections, requisitions or claims in respect to the condition of the property.
- (c) The purchaser shall not require the vendor to carry out any work or expenditure of any money in respect of the property or improvements after exchange of contracts.

36. Purchaser's acknowledgement

The purchaser acknowledges that he/she does not rely upon any warranty or representations by the vendor or anyone else on behalf of the vendor, except as expressly provided in this contract. The purchaser acknowledges that he/she has relied entirely upon his/her own enquiries and inspections before entering this contract.

37. Intentionally deleted

38. Insolvency

- (a) The Vendor and Purchaser warrants to the other and continues to warrant to the other while this Contract is in force that an Insolvency Event has not occurred in relation to the other.
- (b) If an Insolvency Event occurs in connection in relation to the Vendor or Purchaser (Insolvent Party)—
 - (i) the Insolvent Party is in breach of an essential obligation of this Contract, and
 - (ii) the other party may terminate by serving a written notice to the

Insolvent Party.

- (c) If clause 38(b)(ii) applies, then:
 - (i) this Contract is terminated with immediate effect
 - (ii) this Contract is deemed to be terminated due a default by the Insolvent Party
 - (iii) if the Vendor is the Insolvent Party, the Deposit must be refunded in full to the Purchaser
 - (iv) if the Purchaser is the Insolvent Party, the Deposit remains released in full to the Vendor, and
 - (v) neither party will have any further claim against the other except for claim which arose prior to termination.
- (d) In this clause 38, “Insolvency Event” means any of the following:
 - (i) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation
 - (ii) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a person
 - (iii) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days
 - (iv) a receiver or receiver and manager is appointed in respect of any property of a corporation
 - (v) a corporation is deregistered under the Corporations Act or notice of its proposed deregistration is given to the corporation
 - (vi) a distress, attachment or execution is levied or becomes enforceable against any property of a person, or
 - (vii) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person’s creditors or members or a moratorium involving any of them.

39. Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completion for any reason, other than the vendor’s default, on or before completion date then in addition to any other right which the vendor may have under this contract or otherwise, the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 12% per annum calculated daily on the balance of the purchase price,

commencing on the Completion date and continuing until and including the actual day of completion.

40. Rescheduled settlements

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser shall pay to the vendor on completion the sum of \$330 plus GST for each cancellation and unreasonable rescheduled settlement. The purchaser accepts that this is a genuine estimation of the vendor's costs.

41. Swimming Pool

If there is a swimming pool, the purchaser cannot make a claim or requisition or rescind or terminate if the swimming pool on the property does not comply with the requirements of the Swimming Pools Act 1992.

42. Deposit

The parties acknowledge and agree the Deposit has been paid by the Purchaser directly to the Vendor and is non-refundable to the Purchaser except in the event the Contract is terminated or rescinded for a default by the Vendor or rescinded by the Vendor under clause 7 or clause 8, in which case the Vendor must repay the Deposit to the Purchaser in full within 30 days after termination or rescission of this Contract. This clause 42 does not merge on termination or rescission of this Contract.

43. GST

- (a) This clause shall apply notwithstanding anything else herein contained notwithstanding that the "GST information" boxes appearing on pages 1 and 2 of the printed form of the contract have been marked or not.
- (b) The purchase price does not include any Goods and Services Tax ("GST").
- (c) If the property referred to herein represents a taxable supply in respect of which the Vendor will be liable to pay GST, then in addition to the purchase price hereinbefore mentioned, the Purchaser shall on completion, pay to the vendor that additional sum which is equal to the amount of GST payable by the Vendor as a result of the terms of this contract together with any accrued interest and penalties. The Vendor will deliver to the Purchaser a tax invoice in respect of this additional amount.
- (d) Notwithstanding anything else contained herein or to the fact that settlement has taken place, if the Vendor serves on the Purchaser, a letter from the Australian Tax Office (ATO) stating that the Vendor has to pay GST on the sale or under this contract, the purchaser agrees to indemnify the vendor and the purchaser must pay on demand to the vendor the sum which is equivalent to the amount of GST payable and all accrued interest and penalties.
- (e) This clause shall not merge on completion.

44. Release of Deposit

The Purchaser agrees and acknowledges that the Vendor may use part or all of the deposit as a deposit on a purchase of real property (future purchase) and/or stamp duty on the future purchase by the Vendor or a related entity or related party of the

Vendor. The Vendor warrants that the deposit used in the future purchase will be held in trust in an agent or solicitor's trust account and will not be further released. The Vendor will give the Purchaser all details in relation to the future purchase as the Purchaser may request..

45. Stamp Duties

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection to this contract and the purchaser indemnifies against any liabilities which result from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties.

46. Errors in Adjustments

It is agreed by the Vendor and the Purchaser that on completion should an error be made in calculating the rating and other required adjustments pursuant to the Contract then such error shall be corrected when requested by a party and in accordance with the correct calculations the party owing the amount shall pay such amount due to the other party. The obligations contained in this clause are essential and shall not merge on completion.

47. FIRB

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

48. Discharge of Mortgage

The purchaser shall not be entitled to require the vendor prior to settlement to register a Discharge of any Mortgage or withdrawal of any Caveats affecting the subject land but will accept on settlement a properly executed Discharge of any such Mortgage or Withdrawal of any such Caveat together with the appropriate registration fees therefore.

49. Conflicts of Conditions

Should there be any discrepancies or conflict between the standard printed conditions and these special conditions, then these special conditions shall prevail to the extent of the inconsistency.

50. Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

51. Section 184 Certificate

The vendor authorises the purchaser to obtain the certificate under Section 184 Strata Schemes Management Act 2015 or section 26 Community Land Management Act 1989 in relation to the lot.

52. Transfer

The purchaser shall serve the transfer on the vendor in accordance with this contract. If the purchaser does not serve the transfer at least 14 days before the completion date, the purchaser shall on completion allow to the vendor the sum of \$330.00 to cover expenses involved in late execution.

53. Warning: Smoke Alarms

- (a) If the subject of this property does not have smoke alarms and is required to under the Environmental Planning and Assessment Act 1979 or its regulations, or has smoke alarms that do not comply with this Act or its regulations, the purchaser cannot make a claim or requisition, rescind or terminate.
- (b) The owners of certain types of buildings and strata lot must have smoke 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.

54. Requisitions

- (a) The Purchaser agrees that the only form of requisition on title which the Purchaser may make under clause 5 of the Standard Conditions are the requisitions which are attached to this contract.
- (b) The Purchaser is satisfied with the attached Replies to Requisitions and is not entitled to make any other requisitions or objections.

55. Limitation of Liability

- (a) This clause 55 applies if the Purchaser is described in the Reference Schedule as being a trustee of a trust (Trust).
 - (b) The Purchaser enters into this Contract only in its capacity as trustee of the Trust and in no other capacity.
 - (c) A liability arising under or in connection with this Contract is limited to and can be enforced against the Purchaser only to the extent to which it can be satisfied out of the property of the Trust out of which the Purchaser is actually indemnified for the liability.
 - (d) This limitation of the Purchaser's liability applies despite any other provision of this Contract and extends to all liabilities and obligations of the Purchaser in any way connected with any representation warranty conduct omission agreement or transaction related to this Contract.
 - (e) The Vendor may not sue the Purchaser in any capacity other than as trustee of the Trust, including seeking the appointment of—
 - (i) a receiver (except in relation to property of the Trust)
-

-
- (ii) a liquidator
 - (iii) an administrator, or
 - (iv) any similar person to the Purchaser to prove in any liquidation, administration or arrangement of or affecting the Purchaser (except in relation to the property of the Trust).
- (f) The provisions of this clause 55 do not apply to any obligation or liability of the Purchaser to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the Purchaser's indemnification out of the assets of the Trust as a result of the Purchaser's fraud, negligence or breach of trust.
-

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 70/1034652

SEARCH DATE	TIME	EDITION NO	DATE
1/5/2020	10:34 AM	5	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 70 IN DEPOSITED PLAN 1034652
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1034652

FIRST SCHEDULE

BHSF PTY LIMITED (T AE352449)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 344680 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOT 2 IN DP103338
- 3 AE352450 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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.

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Received: 01/05/2020 10:34:25

PLAN FORM 2

SIGNATURE AND SEALS ONLY:

SIGNED for and on behalf of
 Warrupac Existing Corporation
 A/Secn 037 457 141
 Under Power of Attorney No. **Book**
 by **KATEEN SCOTT**
 Office N.S.W. Loan Centre
 * Supervisor

I, the duly constituted Attorney who is personally
 known to me:

Crown Lands Office Approval
 PLAN APPROVED _____
 Authorised Officer _____
 Land District _____
 Paper No. _____
 Field Book _____ pages

Subdivision Certificate
 certify that the provisions of s.199(1) of the Environmental Planning
 and Assessment Act, 1979, have been satisfied in relation to the
 proposed _____
 (Insert Subdivision _____) set out herein
 * Authorised Person/Consent-Manager/Proceedures-Centres
 Consent Authority: **Baulkham Hills Shire Council**

Date of Endorsement: **29.3.2001**
 Subdivision Certificate no.: **94/8**
 The no.: **Doc No 36C969**

Note:
 When the plan is to be lodged electronically in the Land Titles
 Office, it should include a signature in an electronic or digital
 format approved by the Registrar-General.
 *Delete whichever is inapplicable.
 SURVEYORS REFERENCE: 50 900 CHECKLIST *APPROVAL No 2000-134 COMPILED RESUME*

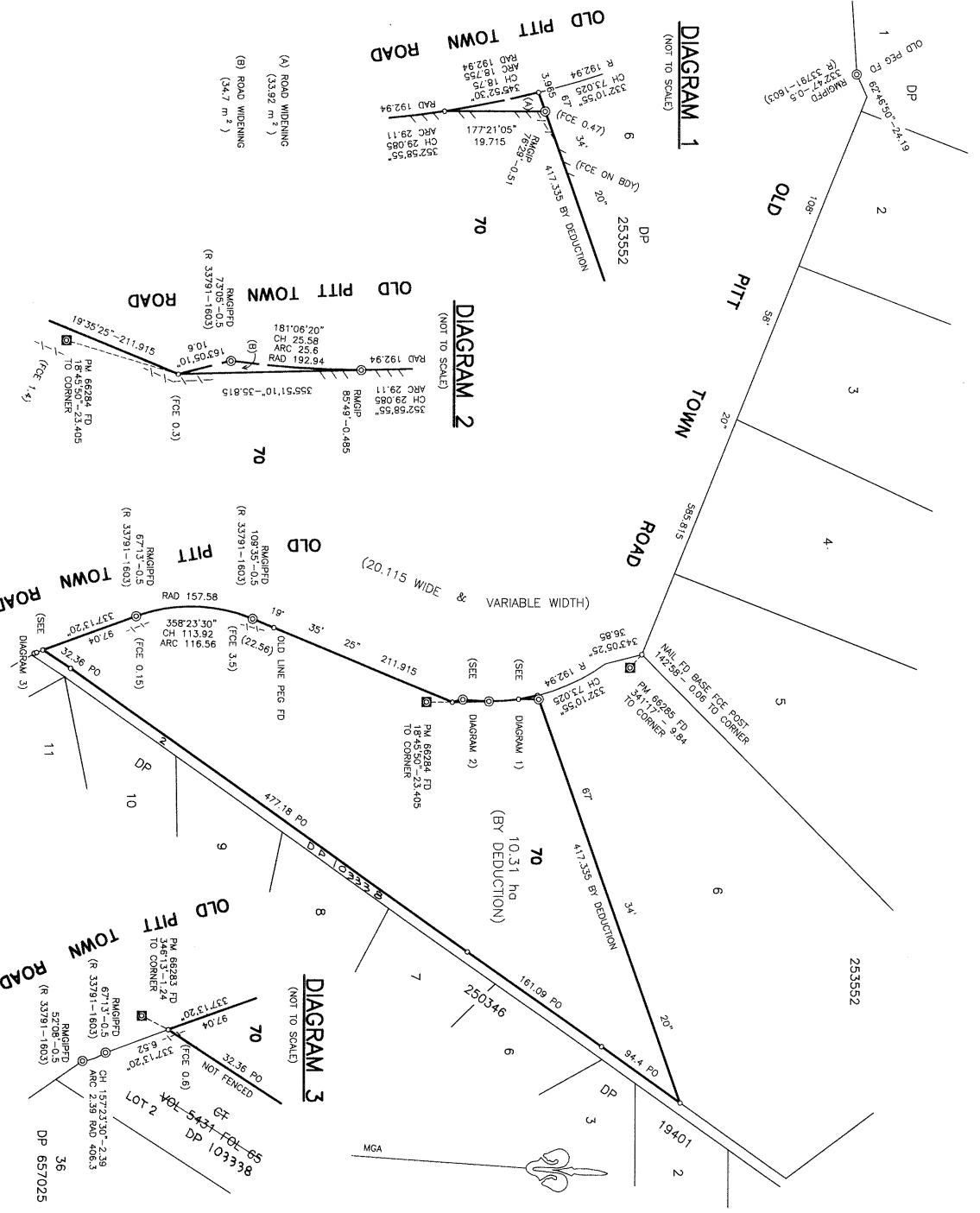
SCHEDULE OF BEARINGS & DISTANCES BETWEEN STATE SURVEY MARKS

FROM	TO	BEARING	DISTANCE	ORIGIN
PM 66283	PM 66284	37°1'53"	382.700	GROUND BY COORDS
PM 66284	PM 66283	37°1'53"	382.702	BY SURVEY
PM 66284	PM 66285	34°05'07"	200.518	GROUND BY COORDS
PM 66284	PM 66285	34°04'54"	200.528	BY SURVEY

SURVEY PRACTICE REGULATIONS 1996 CLAUSE 32(2)

MARK	MGA COORDINATES		ZONE	CLASS
	EASTING	NORTHING		
PM 66283	306075.097	6273155.871	56	B
PM 66284	306097.559	6273567.935	56	B
PM 66284	306052.740	6275763.393	56	B

SOURCE OF MGA COORDINATES: CONVERSION OF ISG COORDINATES
 FROM SCAMS DATED 13-12-1999 USING "GEOID" SOFTWARE
 COMBINED SEA LEVEL AND LINE SCALE FACTOR: 1.000064



Plan Drawing only to appear in this space

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1034652

Registered: **12/10/2001**
 C.A. SEE CERTIFICATE
 Title System: **TORRENS**
 Purpose: **SUBDIVISION AND ROAD WIDENING**
 Ref. Map: **V 9175-7**
 Last Plan: **DP 253552**

PLAN OF SUBDIVISION OF LOT 7 DP 253552 FOR ROAD WIDENING PURPOSES

LGA: **BAULKHAM HILLS**
 Suburb/Locality: **BOX HILL**
 Parish: **NELSON**
 County: **CUMBERLAND**

This is sheet 1 of my plan in _____ sheets.
 (Delete if inapplicable)
 Surveyors (Practice) Regulation 1996
 I, **IAN DAVID COLLIER**
 of **BAULKHAM HILLS SHIRE COUNCIL**
 a surveyor registered under the Surveyors Act 1978, hereby certify
 that the survey represented in this plan is accurate, has been made
 in accordance with the Surveyors Act 1978 and the Regulations
 thereunder and was completed on **LAND FRONTING OLD PITT TOWN**
 ROAD ONLY.
 The survey shall be in accordance with the Surveyors Act 1978
 and the Regulations thereunder.
 (Insert the date when the plan was made)
 Down Line: **PM 66284 / PM 66283**
 Date: **29/03/2001**
 Done: **IAN DAVID COLLIER**
 (Signature) Surveyor registered under the Surveyors Act 1978

Plans used in preparation of Survey/Compilation:
 DP 253552
 DP 250346
 DP 657025

IT IS INTENDED TO DEDICATE THE LAND MARKED AS ROAD WIDENING TO THE PUBLIC AS NEW PUBLIC ROADS

NOTE: FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Form 1

OFFICE USE ONLY

PLAN OF PART POR 120

DP 103338 (E)

Copy of Plan formerly recorded as

Plan in T344680

~~Mun. Shire City~~ Baulkham Hills

Town or Locality

Parish Nelson

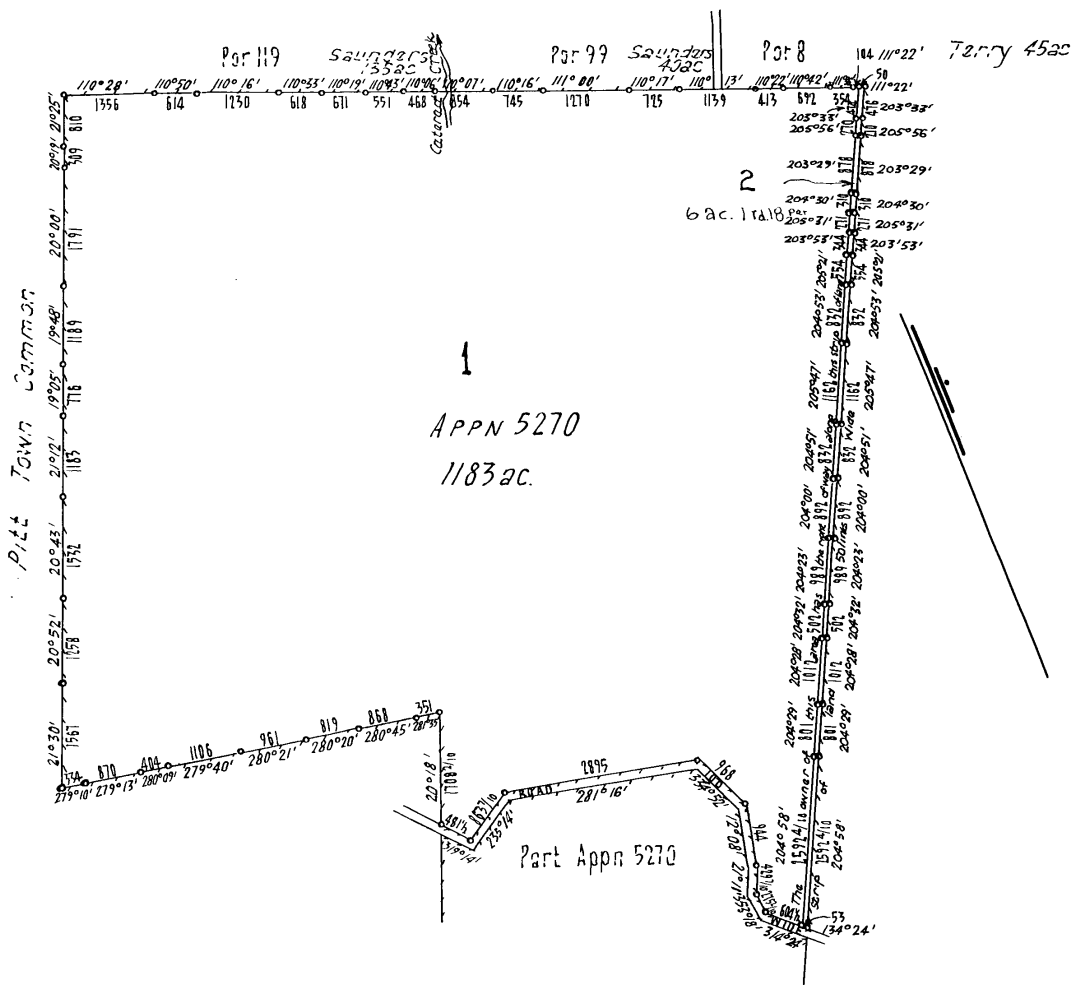
County Cumberland

Scale 20 chains to one inch

C.A.:

Charting Map: Ph Nelson Co Cumberland

Ref. Map:

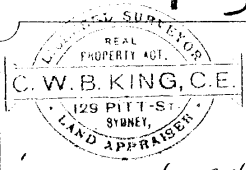


Surveyor: C.W.B. King
 Date: 8/4/1902

Standard Tracing Prepared in
 Registrar General's Dept.: J.L.S. 20/4/65
 Exmd.: AB 22/4/65

T 344680 Plan 2

FP 103338
 5 (E) 5



PLAN OF

part of the land comprised in Application 5270 Certificate of Title
 Volume 1361 folio 76

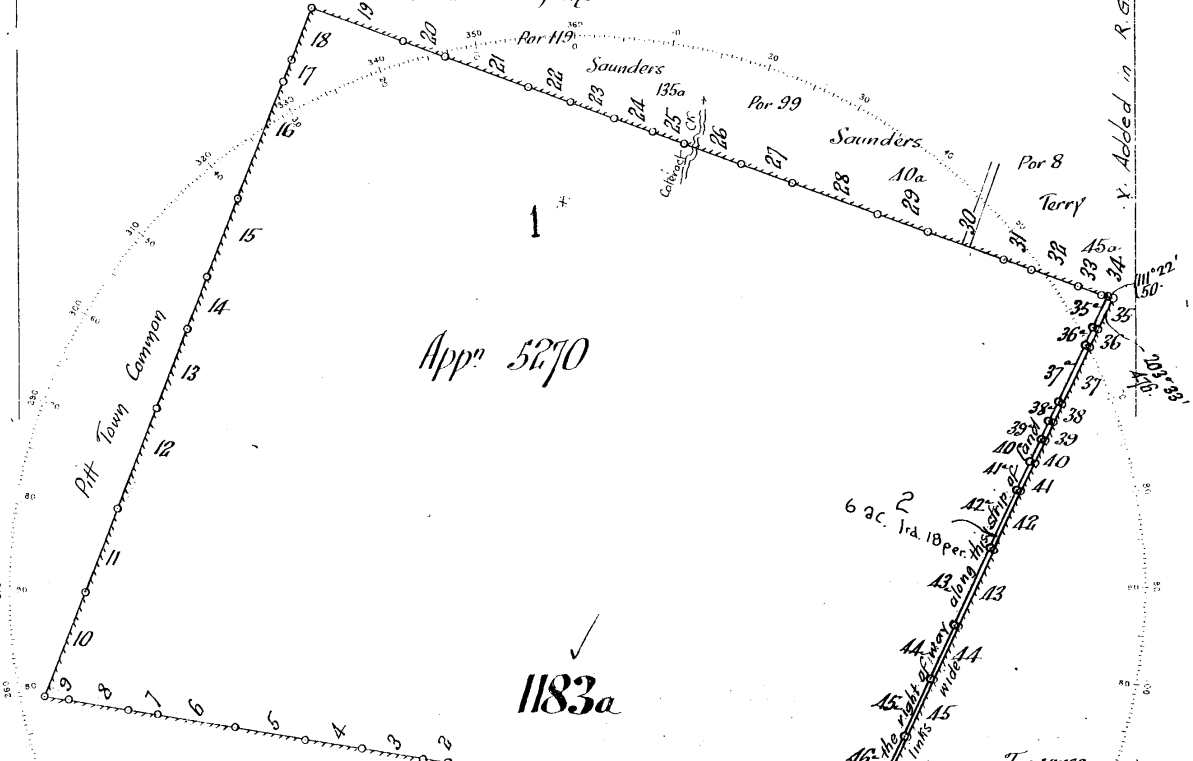
Parish of Nelson County of Cumberland

Scale 20 chains to an Inch.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANES

LINKS	METRES
50	10.059
55	10.662
72.5	14.589
74	14.886
89.8	17.059
106	20.921
123	24.744
210	54.312
271	54.517
275.2	55.361
309	62.161
310	62.362
334	67.190
344	69.202
351	70.610
354	71.213
404	81.272
413	83.082
429.1	86.442
468	94.147
476	95.756
476	95.756
481.5	96.862
502	100.980
551	110.447
554	111.606
604.5	121.606
614	123.517
618	124.322
671	134.988
692	139.208
725	145.647
745	149.870
776	155.106
801	161.130
810	162.946
819	164.757
832	167.372
854	171.794
868	174.614
870	175.016
878	176.626
892	179.642
944	189.903
961	193.322
968	194.731
989	199.955
1012	204.582
1106	222.492
1139	229.130
1162	234.757
1183	237.982
1189	239.187
1230	247.437
1258	253.069
1270	255.885
1356	272.784
1532	308.189
1567	312.230
1708.2	343.635
1791	360.292
2592.4	521.508
2610	525.048
2895	582.381

AC MD P	HA
6 1 1P	2.575
40 - -	16.19
45 - -	18.21
135 - -	55.63
1183 - -	478.7



Appⁿ 5270

1183a

Traverse

Line	Bearing	Distance
23	110 09	671
24	110 43	551
25	110 06	468
26	110 07	864
27	110 16	745
28	111 00	1270
29	110 17	775
30	110.13	1139
31	110 22	413
32	110 42	692
33	111 36	354
34	111 22	104
35	203 33	474
36	205 56	670
37	203 29	878
38	204 30	310

Traverse

Line	Bearing	Distance
39	205 31	271
40	203 58	344
41	205 21	554
42	204 53	832
43	205 47	1162
44	204 51	832
45	204 00	892
46	204 33	989
47	204 32	502
48	204 28	1012
49	204 29	801
50	204 58	2592.4
51	314 24	6045
52	353 18	675.2
53	171 11	429.7
54	18 08	344
55	334 52	968
56	281 16	2895
57	235 14	863.7
58	319 14	481.5

Reference to Traverse.

Line	Bearing	Distance	Line	Bearing	Distance
1	20 18	1708.2	12	20 43	15.32
2	281 35	351	13	21 12	1183
3	230 45	868	14	19 05	776
4	230 20	819	15	19 48	1189
5	230 21	961	16	20 00	1791
6	279 40	1106	17	20 19	309
7	230 09	404	18	21 25	810
8	279 13	870	19	10 28	1356
9	279 10	334	20	10 50	614
10	21 30	1567	21	110 46	1230
11	20 52	1258	22	110 33	618

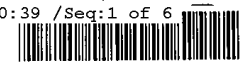
This is the plan referred to in
 C W B King's declaration made
 before me this 12th day of April 1902

Thereby certify that the dimensions and Areas shown on
 this Plan are correct for the purposes of the Real Property Act.

C. W. B. King
 Licensed Surveyor
 Date April 10th 1902

George A. Terry
Jas. H. Currier

Date of Survey April 8th 1902



Endorsement
Certificate



MEMORANDUM OF TRANSFER

344680B

(REAL PROPERTY ACT, 1900.)
24-4-02

344680



Dower should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferor be married, and, if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

Simple
3 steps

a Name, residence, occupation, or other designation, in full, of Transferor.
George Adam Terry of Box Hill House Hill in the State of New South Wales Grazier

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

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All subsisting encumbrances must be noted hereon. (See page 3.)

underwritten or endorsed hereon,—in consideration of Three thousand three hundred pounds

d If the consideration be not pecuniary, alter accordingly.

(£ 3300.00)

e Name, residence, occupation, or other designation of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

paid to me by James Henry Currier of Rivistone, Grazier

the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said James Henry Currier

g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing eleven hundred and eighty three Acres

h Parish or town, county.

situate in the Parish of Nelson County of Cumberland

i "The whole" or "part," as the case may be.

being portion of the land comprised in Certificate of Title

j "Crown Grant," or "Certificate of Title."

dated 24 July 1901 registered volume No. 13611

k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required and may be inserted or annexed with this prefix:—"as delineated in the plan hereon [or annexed hereto] and described as follows," viz.:

folio 70 and being the land shown on the plan endorsed hereon & edged red.

~~Together with a right of way over the land shown on the said plan and edged red.~~

Together with a right of way over the road shown on the said plan and colored brown

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

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

Plan now D. P. 103330

2

S: 111

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over or explained to him, and that he appeared fully to understand the same."

n Repeat attestation for additional parties if required.
o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

In witness whereof, I have hereunto subscribed my name, at Sydney
the seventeenth day of April in the year
of our Lord one thousand nine hundred and two.

Signed in my presence by the said

George Allan Perry

WHO IS PERSONALLY KNOWN TO ME

J. Ernest Green
Signed

George A. Terry
Transferrer.*

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

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

Signed in my presence by the said

James Henry Currier

WHO IS PERSONALLY KNOWN TO ME

J. H. Currier
Sydney

Jas. H. Currier
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin. N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.)

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

13



Declaration by Licensed Surveyor.

(REAL PROPERTY ACT, No. 25 of 1900, Sec. 113.)



I, *Charles William Bray King*
of *129 Pitt Street Sydney*

Licensed Surveyor, specially Licensed under the Real Property Act,

do hereby solemnly and sincerely declare that the boundaries and

Block

measurements shown on the plan of *118³ acres Area*

part of land comprised in Application

No 5240 hereto annexed, and marked "A,"

situate at Russeton, Parish of Nelson

County of Cumberland

are correct for the purposes of the said Act, and that the said plan

and the survey of the land to which the same relates have been pre-

pared and made by me, or under my immediate supervision; and I

make this solemn declaration, conscientiously believing the same to be

true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and declared at
Sydney this
twelfth (12th) day of
April 190*2*,

before me
J. Ernest Green J.P.

* Name. † Residence and Occupation. ‡ Particulars of the Estate—Title and Situation.



5

See note "c," page 1.
This, when filled up,
could be signed by
the Transferrer.
A very short note of
the particulars will
be sufficient.

10

Transferrer.
(See note p.)

2610
15660
172200
126.60
1596
3000
1700
1200

FORM OF DECLARATION BY ATTESTING WITNESS.

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

May be made before
either Registrar-
General, Deputy
Registrar-General, a
Notary Public, J.P.,
Commissioner for
Affidavits.
Not required if the
instrument itself be
made or acknowledged
before one of these
officers.
Name of witness and
residence.
Name of Transferrer.
Name of Transferrer.

Registrar-General,
Deputy, Notary Public,
J.P., or Commissioner
for Affidavits.

1183 ac of Nelson Co
of Cumberland
together with a right of way

Lodged by

51 3121

(Name)

(Address)



G. A. Terry

Transferor

James Henry Courier

Transferee

Particulars entered in the Register Book, Vol. 1364

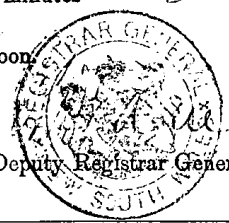
Folio 70

the 1st day of July, 1902

at minutes o'clock

in the afternoon

Inds
Smith



Deputy Registrar General

SEARCHED	
INDEXED	
CLASSIFIED	
RETURNED TO RECORDS	
RETURNED FROM RECORDS	
CERTIFICATE ENGROSSED	
DIAGRAM COMPLETE	
CERTIFICATE EXAMINED	
ACCOUNTANT	
DEPUTY REGISTRAR GENERAL	

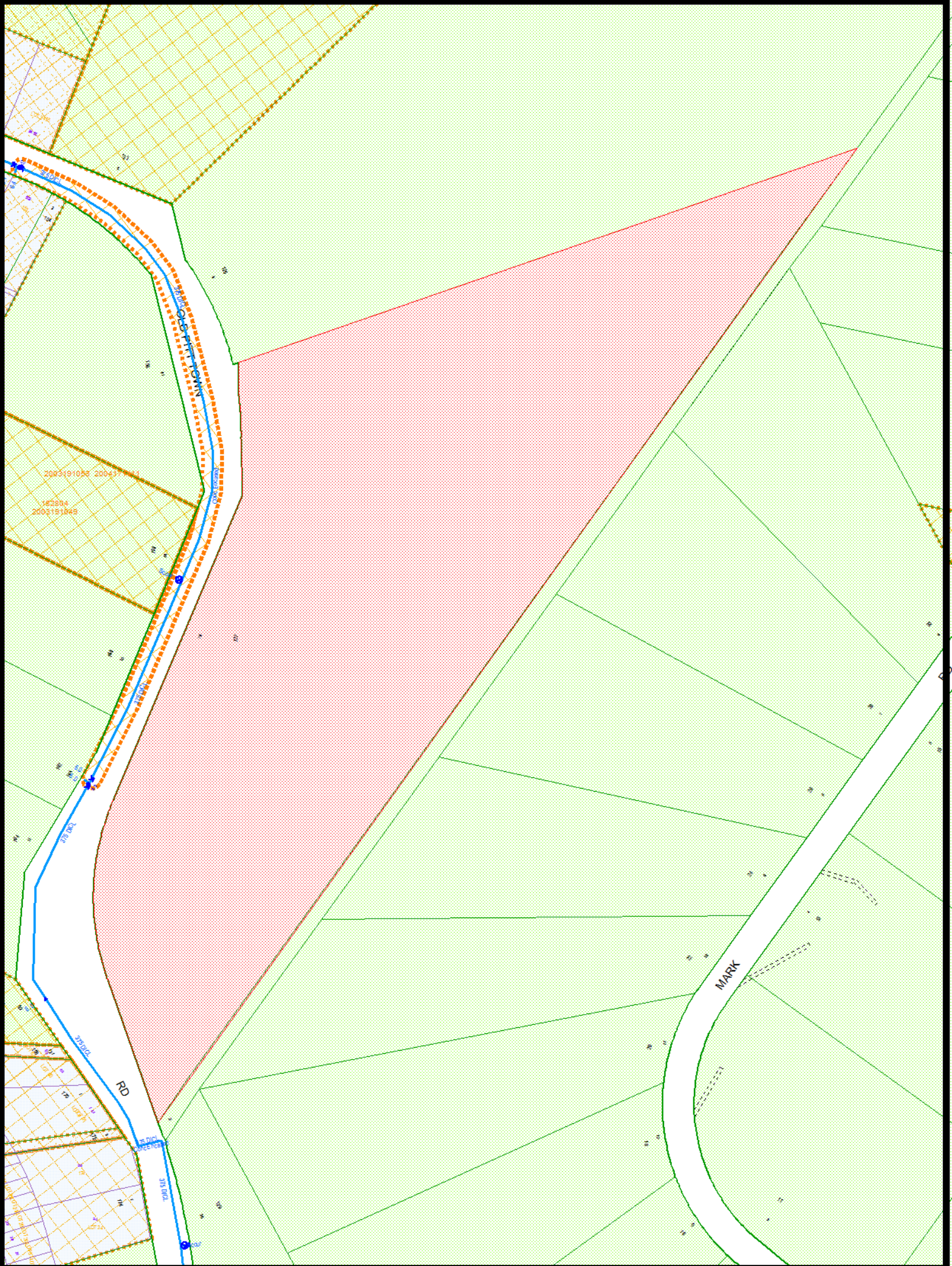
JUN 6 1902

VOL 1413 FOL 10

5 2/10 of copy 1904

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but so as to avoid expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



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.



PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **105694**
Reference: TK:BC:P2656/2020:163997
Issue Date: 1 May 2020
Receipt No: 6264658
Fee Paid: \$ 53.00

ADDRESS: 127 Old Pitt Town Road, BOX HILL NSW 2765
DESCRIPTION: Lot 70 DP 1034652

The land is zoned:
Zone RU6 Transition

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

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

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

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2019, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

State Environmental Planning Policies

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

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

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

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

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

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

(A) **Proposed Local Environmental Plans**

Proposed The Hills Local Environmental Plan 2019 (Amendment No.) applies to this land.

Refer Attachment 1(2)(A)

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

Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Draft Activation Precincts State Environmental Policy

- (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

Note: the land is within The Hills Development Control Plan 2012 Part B map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

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

2. Zoning and land use under relevant LEPs

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

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

Zone RU6 Transition

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2019?

YES

Clause 4.2A of The Hills Local Environmental Plan 2019 provides minimum land dimensions for the erection of a dwelling house on the following zones:

RU1 Primary Production, RU2 Rural Landscape, RU6 Transition, E3 Environmental Management and E4 Environmental Living.

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

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

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

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

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. Complying Development

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

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

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

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

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

4, 4A (Repealed)

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

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

NO

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

5. Mine subsidence

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

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

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

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

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

(i) Landslip

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

NO

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

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

NO

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

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

NO

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

(ii) Bushfire

YES

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

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

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

(iii) Tidal inundation

NO

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls information

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

NO

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

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

NO

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

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

8. Land reserved for acquisition

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

THE HILLS SECTION 7.12

9A. Biodiversity certified land

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

NO

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,

NO

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

NO

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

NO

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

NO

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

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

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

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

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

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

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

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

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building' menu bar, then 'Application Tracking'.

ATTACHMENT 2(B)**Zone RU6 Transition****1 Objectives of zone**

- To protect and maintain land that provides a transition between rural and other land uses of varying intensities or environmental sensitivities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage innovative and sustainable tourist development, sustainable agriculture and the provision of farm produce directly to the public.

2 Permitted without consent

Bed and breakfast accommodation; Extensive agriculture; Home occupations

3 Permitted with consent

Agricultural produce industries; Building identification signs; Business identification signs; Cemeteries; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Garden centres; Home-based child care; Home businesses; Home industries; Information and education facilities; Intensive plant agriculture; Landscaping material supplies; Oyster aquaculture; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafés; Roads; Roadside stalls; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals; Water supply systems

4 Prohibited

Pond-based aquaculture, Any other 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 The Hills LEP 2019 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: 10429181
Your Ref: TK:BC:P2656

04 May 2020

Property details: **127 Old Pitt Town Rd Box Hill NSW 2765**
LOT 70 DP 1034652

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

Schedule 8—Prescribed Documents (Part 4 Conveyancing Act 1919)

3473-6313-0383, v. 8



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 70/1034652

SEARCH DATE	TIME	EDITION NO	DATE
1/5/2020	10:34 AM	5	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 70 IN DEPOSITED PLAN 1034652
AT BOX HILL
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF NELSON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1034652

FIRST SCHEDULE

BHSF PTY LIMITED (T AE352449)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 344680 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOT 2 IN DP103338
- 3 AE352450 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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.

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Received: 01/05/2020 10:34:25

PLAN FORM 2

SIGNATURE AND SEALS ONLY:

SIGNED for and on behalf of
 Warrupac Estimating Corporation
 AFSN 037 457 141
 Under Power of Attorney No. _____ Book _____
 by *KAREN SCOTT*
 Office N.S.W. Loan Centre
 * Supervisor

I, the Clerk, registered Attorney who is personally
 known to me:
KAREN SCOTT
 25/10/2001

Crown Lands Office Approval
 PLAN APPROVED: _____
 Land District: _____
 Paper No.: _____
 Field Book: _____
 pages: _____

Subdivision Certificate
 certify that the provisions of s.109A of the Environmental Planning
 and Assessment Act, 1979, have been satisfied in relation to the
 proposed:
 * Subdivision (s.109A)
 * (Insert Subdivision Year road) set out herein
 * Authorised Person: *General Manager, Planning and Assessment Centre*
 Consent Authority: *Baulkham Hills Shire Council*
 Date of Endorsement: *29.3.2001*
 Subdivision Certificate no.: *94/8*
 The no.: *Doc No 36C969*

SCHEDULE OF BEARINGS & DISTANCES BETWEEN STATE SURVEY MARKS

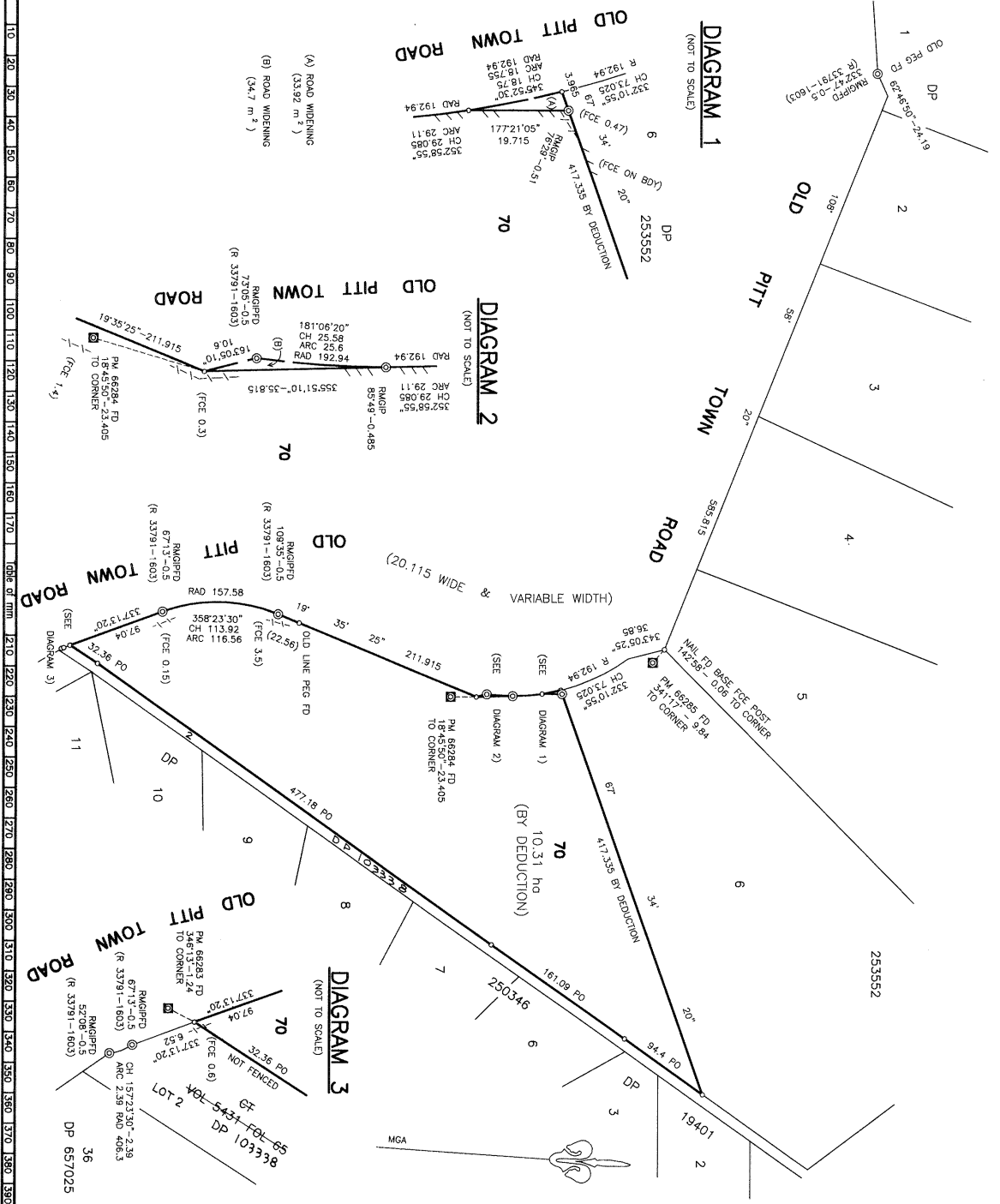
FROM	TO	BEARING	DISTANCE	ORIGIN
PM 66283	PM 66284	S 71° 53' E	382.700	GROUND BY COORDS
PM 66284	PM 66285	S 71° 53' E	382.702	BY SURVEY
PM 66284	PM 66285	S 47° 05' 07" E	200.518	GROUND BY COORDS
PM 66284	PM 66285	S 47° 04' 54" E	200.528	BY SURVEY

SURVEY PRACTICE REGULATIONS 1996 CLAUSE 32(2)

MARK	MGA COORDINATES		ZONE	CLASS
	EASTING	NORTHING		
PM 66283	306075.097	6273155.871	56	B
PM 66284	306097.559	6273567.935	56	B
PM 66284	306052.740	6275763.393	56	B

SOURCE OF MGA COORDINATES: CONVERSION OF ISG COORDINATES FROM SCAMS DATED 13-12-1999 USING "GEOID" SOFTWARE
 COMBINED SEA LEVEL AND LINE SCALE FACTOR: 1.000064

Plan Drawing only to appear in this space



DP1034652

Registered: *12.10.2001*

C.A. SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION FOR ROAD WIDENING

Ref. Map: U 9175-7

Last Plan: DP 253552

PLAN OF SUBDIVISION OF LOT 7 DP 253552 FOR ROAD WIDENING PURPOSES

LGA: BAULKHAM HILLS
 Parish: NELSON
 County: CUMBERLAND

Lengths are in metres. Reduction Ratio 1:3000

Surveyors (Practice) Regulation 1996
 IAN DAVID COLLIER
 of BAULKHAM HILLS SHIRE COUNCIL
 a Surveyor registered under the Survey Act 1978, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Act 1978, and that the same was completed on LAND FRONTING OLD PITT TOWN ROAD ONLY.

(Insert the date actually surveyed, or specify any land shown in the plan that is not the subject of the survey)
 Down Line: PM 66284 7 PM 66283
 Date: 25/10/2001
 Done by: Ian David Collier
 (Signature) Surveyor registered under the Survey Act 1978

Plans used in preparation of Survey/Compilation
 DP 253552
 DP 250346
 DP 657025

IT IS INTENDED TO DEDICATE THE LAND MARKED AS ROAD WIDENING TO THE PUBLIC AS NEW PUBLIC ROADS

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Form 1

OFFICE USE ONLY

PLAN OF PART POR 120

DP 103338 (E)

Copy of Plan formerly recorded as

Plan in T344680

~~Mun. Shire City~~ Baulkham Hills

Town or Locality

Parish Nelson

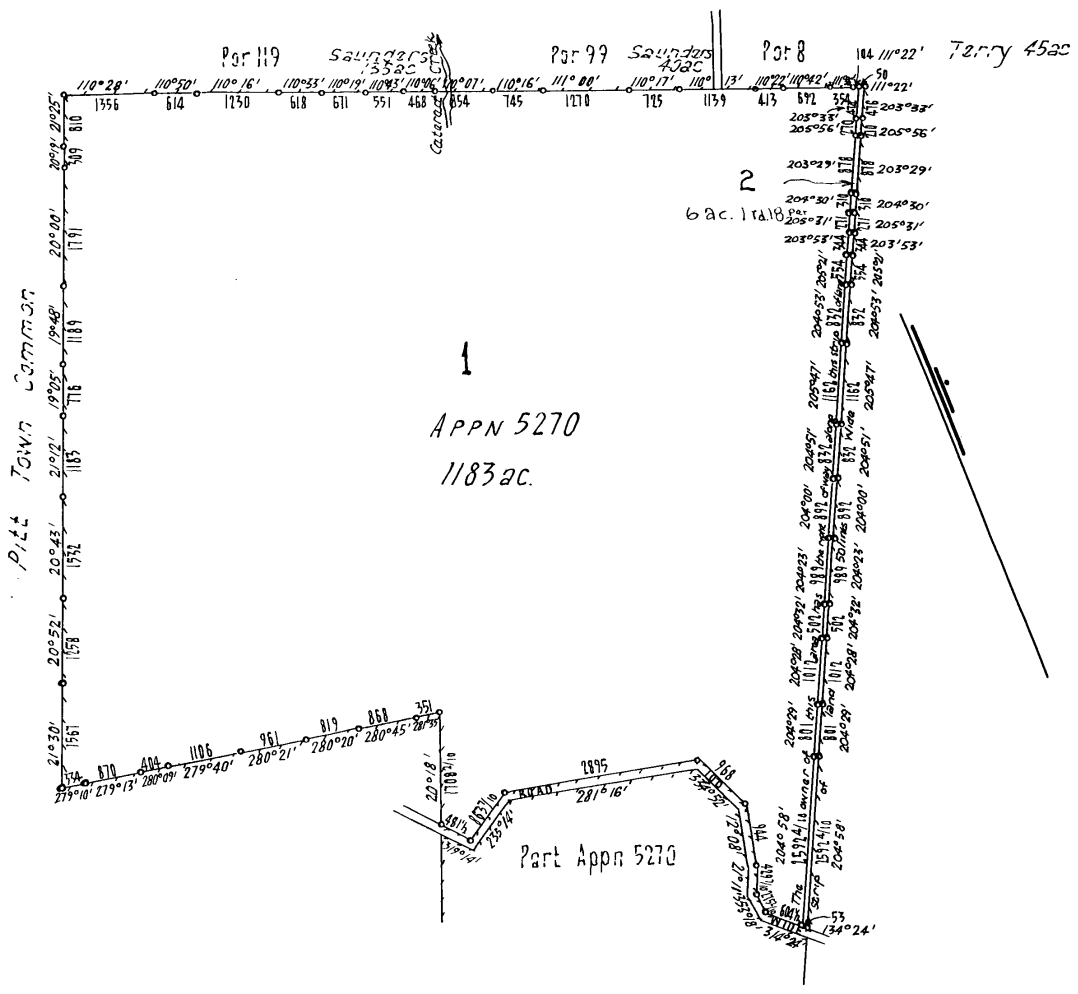
County Cumberland

Scale 20 chains to one inch

C.A.:

Charting Map: Ph Nelson Co Cumberland

Ref. Map:

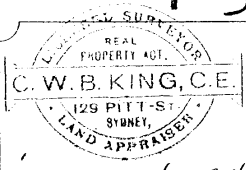


Surveyor: C.W.B. King
Date: 8/4/1902

Standard Tracing Prepared in
Registrar General's Dept.: J.L.S. 20/4/65
Exmd.: AB 22/4/65

T 344680 Plan 2

FP 1033338
 5 (E) 5



PLAN OF

part of the land comprised in Application 5270 Certificate of Title
 Volume 1361 folio 76

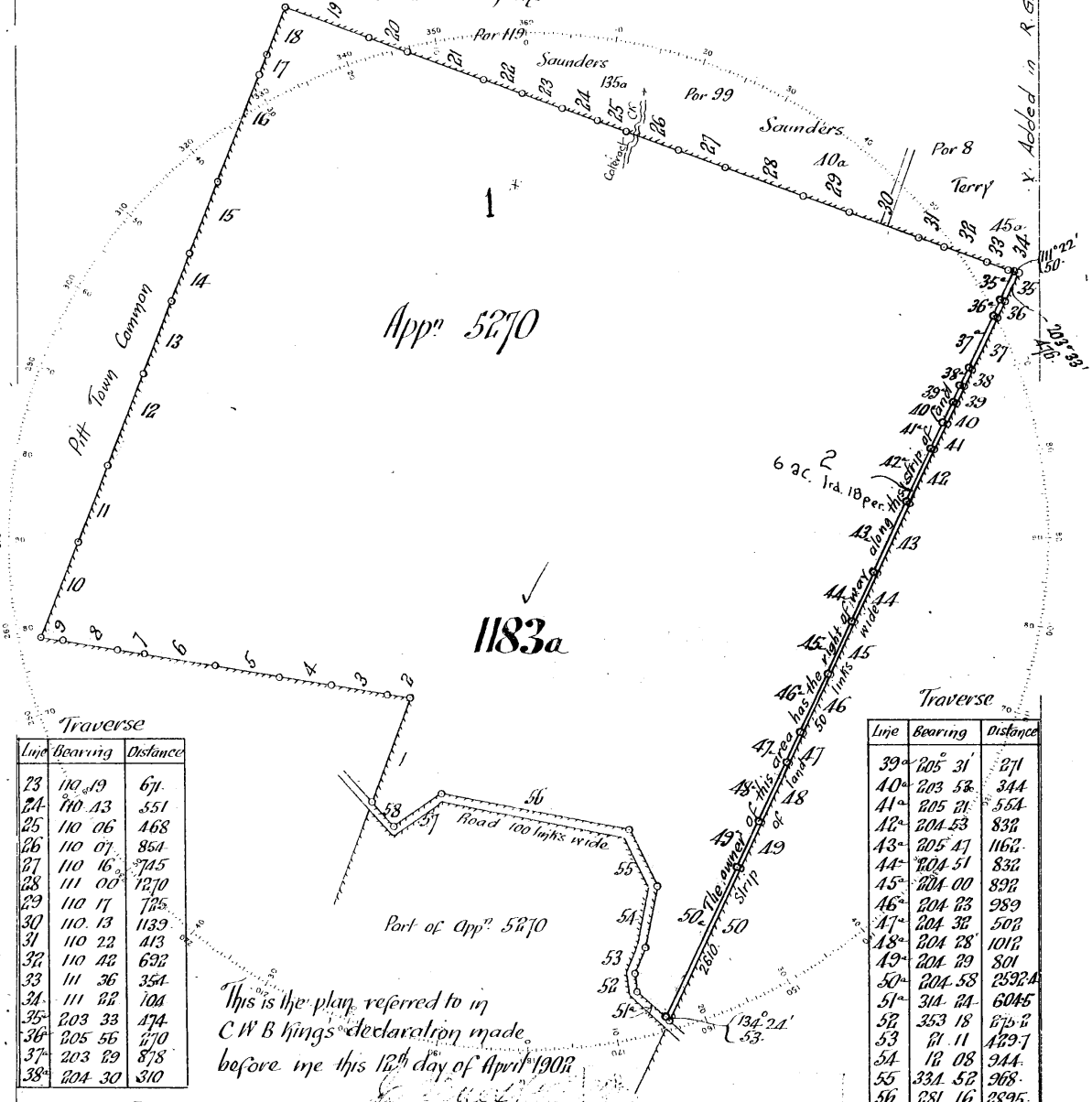
Parish of Nelson County of Cumberland

Scale 20 chains to an Inch.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANES

LINKS	METRES
50	10.059
55	10.662
72.5	14.589
74	14.886
89.8	17.059
104	20.921
123	24.744
210	54.312
271	54.511
275.2	55.361
309	62.161
310	62.362
334	67.190
344	69.202
351	70.610
354	71.213
404	81.272
413	83.082
429.1	86.442
468	94.141
476	95.756
476	95.756
481.5	96.862
502	100.980
551	110.844
554	111.447
604.5	121.606
614	123.517
618	124.322
671	134.988
692	139.208
725	145.647
745	149.870
776	155.106
801	161.130
810	162.946
819	164.757
832	167.372
854	171.791
868	174.614
870	175.016
878	176.626
892	179.642
944	189.903
961	193.322
968	194.731
989	199.055
1012	204.582
1106	222.492
1139	229.130
1162	234.751
1183	237.982
1189	239.187
1230	247.437
1258	253.069
1270	255.885
1356	274.784
1532	308.189
1567	312.230
1708.2	343.635
1791	360.292
2292.4	457.508
2610	525.048
2895	582.381

AC MD P	HA
6 1 1P	2.575
40 - -	16.19
45 - -	18.21
135 - -	55.63
1183 - -	478.7



Traverse

Line	Bearing	Distance
23	110 09	671
24	110 43	551
25	110 06	468
26	110 07	864
27	110 16	745
28	111 00	1270
29	110 17	775
30	110 13	1139
31	110 22	413
32	110 42	692
33	111 36	354
34	111 22	104
35	203 33	474
36	205 55	770
37	203 29	878
38	204 30	310

Traverse

Line	Bearing	Distance
39	205 31	271
40	203 58	344
41	205 21	554
42	204 53	832
43	205 47	1162
44	204 51	832
45	204 00	892
46	204 33	989
47	204 32	502
48	204 28	1012
49	204 29	801
50	204 58	2592.4
51	314 24	6045
52	353 18	675.2
53	71 11	429.7
54	12 08	344
55	334 52	968
56	281 16	2825
57	235 14	863.7
58	319 14	481.5

Reference to Traverse.

Line	Bearing	Distance	Line	Bearing	Distance
1	20 18	1708.2	12	20 43	1532
2	281 35	351	13	71 12	1183
3	230 45	868	14	19 05	776
4	230 20	819	15	19 48	1189
5	230 21	961	16	20 00	1791
6	279 40	1106	17	20 19	309
7	250 09	404	18	21 25	810
8	279 13	870	19	10 28	1356
9	279 10	334	20	10 50	614
10	21 30	1567	21	110 46	1230
11	20 52	1258	22	110 33	618

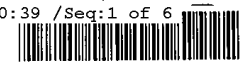
This is the plan referred to in
 C W B King's declaration made
 before me this 12th day of April 1902

Thereby certify that the dimensions and Areas shown on
 this Plan are correct for the purposes of the Real Property Act.

C. W. B. King
 Licensed Surveyor
 Date April 10th 1902

George A. Turner
Jas. H. Currier

Date of Survey April 8th 1902



Endorsement
Certificate



MEMORANDUM OF TRANSFER

344680B

(REAL PROPERTY ACT, 1900.)
24-4-02
N

344680



Dower should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferor be married, and, if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

SEE SIMPLE
3 steps
1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100

Name, residence, occupation, or other designation, in full, of Transferor.

I, George Adam Terry of Box Hill House Hill in the State of New South Wales Grazier

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

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All subsisting encumbrances must be noted hereon. (See page 3.)

underwritten or endorsed hereon,—in consideration of Three thousand three hundred pounds

d If the consideration be not pecuniary, alter accordingly.

(£ 3300.00)

e Name, residence, occupation, or other designation of transferee.

paid to me by James Henry Currier of Riverview, Grazier

the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said James Henry Currier

g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing eleven hundred and eighty three Acres

h Parish or town, county.

situate in the Parish of Nelson County of Cumberland

i "The whole" or "part," as the case may be.

being portion of the land comprised in Certificate of Title

j "Crown Grant," or "Certificate of Title."

dated 24 July 1901 registered volume No. 13611

k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred.

folio 70 and being the land shown on the plan endorsed hereon & and edged red.

~~Together with a right of way over the land shown on the said plan and edged red.~~

Together with a right of way over the road shown on the said plan and colored brown

prefix:—"as delineated in the plan hereon [or annexed hereto] and described as follows, viz:— Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

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

Plan non D. P. 103330

2

S: 111

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over or explained to him, and that he appeared fully to understand the same."

n Repeat attestation for additional parties if required.
o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

In witness whereof, I have hereunto subscribed my name, at Sydney
the seventeenth day of April in the year
of our Lord one thousand nine hundred and two.

Signed in my presence by the said

George Allan Perry

WHO IS PERSONALLY KNOWN TO ME

J. Ernest Green
Signed

George A. Terry
Transferrer.*

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

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

Signed in my presence by the said

James Henry Currier

WHO IS PERSONALLY KNOWN TO ME

J. H. Currier
Sydney

Jas. H. Currier
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin. N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.)

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

13



Declaration by Licensed Surveyor.

(REAL PROPERTY ACT, No. 25 of 1900, Sec. 113.)



I, *Charles William Bray King*
of *129 Pitt Street Sydney*

Licensed Surveyor, specially Licensed under the Real Property Act,

do hereby solemnly and sincerely declare that the boundaries and

Block

measurements shown on the plan of *118³ acres approx*

part of land comprised in Application

No 5240 hereto annexed, and marked "A,"

situate at Russeton, Parish of Nelson

County of Cumberland

are correct for the purposes of the said Act, and that the said plan

and the survey of the land to which the same relates have been pre-

pared and made by me, or under my immediate supervision; and I

make this solemn declaration, conscientiously believing the same to be

true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and declared at

Sydney this
twelfth (12th) day of
April 190*2*,

before me

J. Ernest Green J.P.

* Name. † Residence and Occupation. ‡ Particulars of the Estate—Title and Situation.



5

See note "c," page 1.
This, when filled up,
could be signed by
the Transferrer.
A very short note of
the particulars will
suffice.

Transferrer.
(See note p.)

2610
15660
172200
126.60
1596
3000
1700
2300

FORM OF DECLARATION BY ATTESTING WITNESS.

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

May be made before
either Registrar-
General, Deputy
Registrar-General, a
Notary Public, J.P.,
Commissioner for
Affidavits.
Not required if the
instrument itself be
made or acknowledged
before one of these
officers.
Name of witness and
residence.
Name of Transferrer.
Name of Transferrer.

Registrar-General,
Deputy, Notary Public,
J.P., or Commissioner
for Affidavits.

1183 ac of Nelson Co
of Cumberland
together with a right of way

Lodged by

51 3121

(Name)

(Address)



G. A. Terry

Transferor

James Henry Currier

Transferee

Particulars entered in the Register Book, Vol. 1364

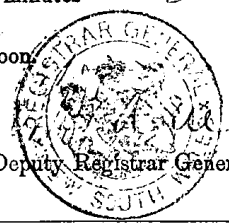
Folio 70

the 1st day of July, 1902

at minutes o'clock

in the afternoon

Inds
Smith



Deputy Registrar General

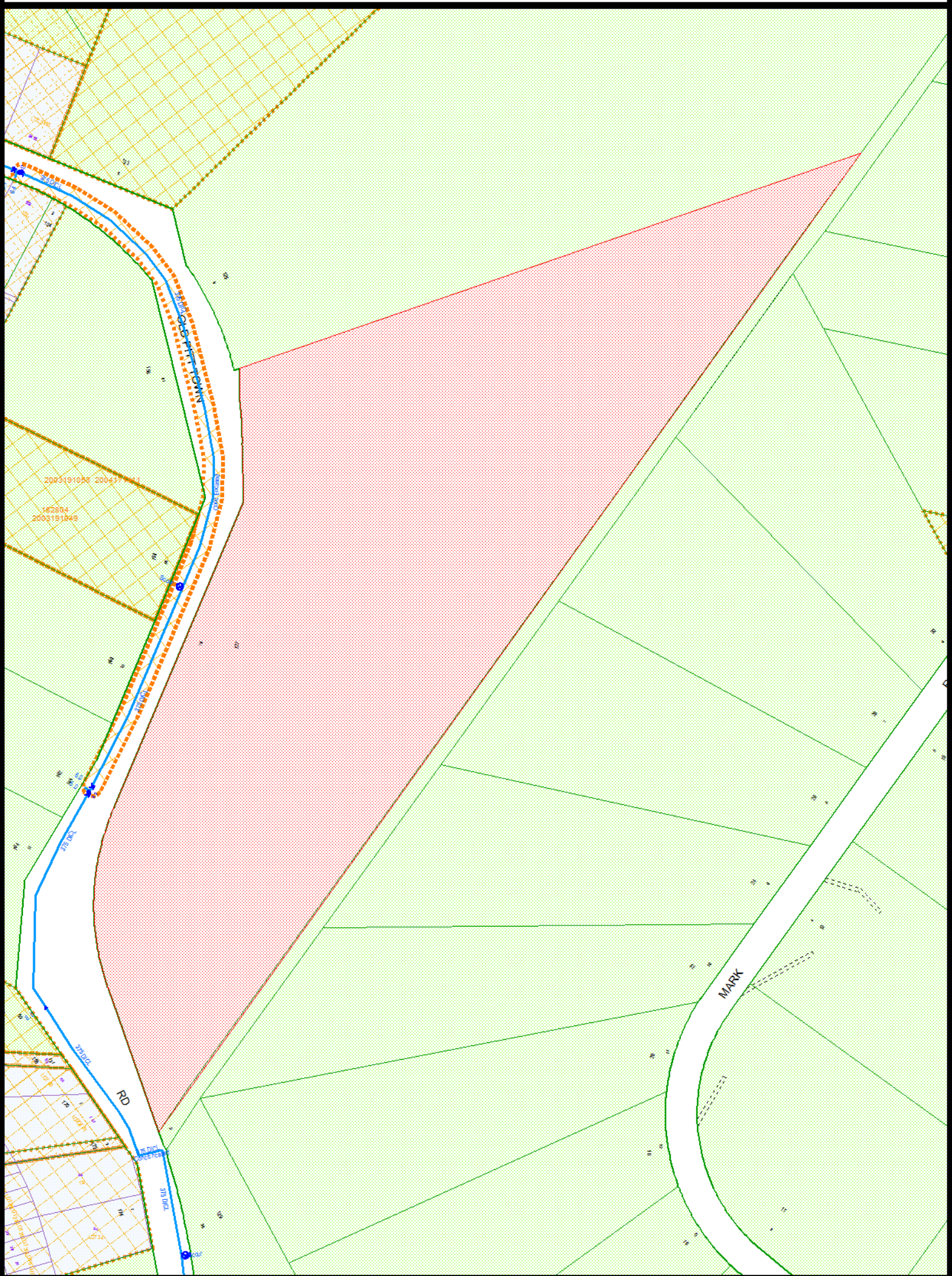
SEARCHED	JUN 6 1902
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ACCOUNTANT	
DEPUTY REGISTRAR GENERAL	

VOL 1413 FOL 10

5 2/10 of copy 1904

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but so as to avoid expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



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.



PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **105694**
Reference: TK:BC:P2656/2020:163997
Issue Date: 1 May 2020
Receipt No: 6264658
Fee Paid: \$ 53.00

ADDRESS: 127 Old Pitt Town Road, BOX HILL NSW 2765
DESCRIPTION: Lot 70 DP 1034652

The land is zoned:
Zone RU6 Transition

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

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

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

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2019, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

State Environmental Planning Policies

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

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

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

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

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

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

(A) **Proposed Local Environmental Plans**

Proposed The Hills Local Environmental Plan 2019 (Amendment No.) applies to this land.

Refer Attachment 1(2)(A)

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

Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Draft Activation Precincts State Environmental Policy

- (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

Note: the land is within The Hills Development Control Plan 2012 Part B map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

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

2. Zoning and land use under relevant LEPs

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

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

Zone RU6 Transition

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2019?

YES

Clause 4.2A of The Hills Local Environmental Plan 2019 provides minimum land dimensions for the erection of a dwelling house on the following zones:

RU1 Primary Production, RU2 Rural Landscape, RU6 Transition, E3 Environmental Management and E4 Environmental Living.

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

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

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

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

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.

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

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

Refer Attachment 2(B)

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

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

NO

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

NO

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

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

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

NO

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

NO

3. Complying Development

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

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

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

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

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

4, 4A (Repealed)

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

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

NO

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

5. Mine subsidence

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

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

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

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

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

(i) Landslip

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

NO

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

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

NO

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

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

NO

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

(ii) Bushfire

YES

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

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

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

(iii) Tidal inundation

NO

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls information

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

NO

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

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

NO

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

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

8. Land reserved for acquisition

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

State Environmental Planning Policy?

NO

Proposed State Environmental Planning Policy?

NO

9. Contributions plans

The name of each contributions plan applying to the land:

THE HILLS SECTION 7.12

9A. Biodiversity certified land

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

NO

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,

NO

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

NO

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

NO

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


NO

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

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

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

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

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

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

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

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

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website www.thehills.nsw.gov.au under the 'Building' menu bar, then 'Application Tracking'.

ATTACHMENT 2(B)**Zone RU6 Transition****1 Objectives of zone**

- To protect and maintain land that provides a transition between rural and other land uses of varying intensities or environmental sensitivities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage innovative and sustainable tourist development, sustainable agriculture and the provision of farm produce directly to the public.

2 Permitted without consent

Bed and breakfast accommodation; Extensive agriculture; Home occupations

3 Permitted with consent

Agricultural produce industries; Building identification signs; Business identification signs; Cemeteries; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Garden centres; Home-based child care; Home businesses; Home industries; Information and education facilities; Intensive plant agriculture; Landscaping material supplies; Oyster aquaculture; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafés; Roads; Roadside stalls; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals; Water supply systems

4 Prohibited

Pond-based aquaculture, Any other 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 The Hills LEP 2019 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: 10429181
Your Ref: TK:BC:P2656

04 May 2020

Property details: **127 Old Pitt Town Rd Box Hill NSW 2765**
LOT 70 DP 1034652

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services