

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Opes RE Suite 609, "Atlas", 2-8 Brookhollow Avenue, Norwest NSW 2153	Phone: 8881 9907 Ref: Corie
vendor	Christopher Michael Brennan 11 Gipps Road, Greystanes, NSW 2145	
vendor's solicitor	Network Conveyancing NSW Suite 603, 2-8 Brookhollow Avenue, Baulkham Hills NSW 2153 Email: networkconvey@optusnet.com.au	Phone: 8677 1611 Ref: JM:21-9248
date for completion land (address, plan details and title reference)	28 days after the contract date 5 Warrumbungle Close, North Kellyville, New South Wales 2155 Registered Plan: Lot 604 Plan DP 1200567 Folio Identifier 604/1200567	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: Vacant land	
attached copies	<input 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	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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 **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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



Network Conveyancing

MAKING PROPERTY TRANSFER EASY

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

Special Conditions

32. Interpretation & Inconsistency

Headings are for ease of reference only and do not affect the interpretation of this Contract. In the event of any inconsistency between these special conditions and the printed form of this Contract where it is not crossed out, these special condition shall prevail to the extent of inconsistency.

33. Incapacity

Without in any manner negating limited or restriction any rights or remedies which would have been available at law or in equity has this clause not been included here in, should a party hereto or any one of the prior to completion:

- (a) Die or become mentally ill; or
- (b) Being a company resolve to go into liquidation, have a winding up petition presented against it, enter into any scheme or arrangement with its creditors have a liquidator, receiver, administer or official manager appointed.

Then the other party may rescind this Contract by notice in writing served on the other party and thereupon the provision of Clause 19 shall apply.

34. General Condition Amendments

- (a) Clause 1 deposit bond to be amended replacing “from an issuer” with “issued by QBE Insurance (Australia) Limited.
- (b) Clause 1 serve to be amended by inserted the words ‘including service by email’ after the word party;

- (c) Clause 7.1. by deletion of 5% and the insertion of 1% in lieu thereof;
- (d) Clause 7.2.1 is to be amended by replacing 10% with 1%;
- (e) Clause 8.1 is to be amended by deleting the words 'on reasonable grounds'.
- (f) Clause 10.1. insert words 'or delay or completion' between the words 'or existence' after the word 'substance'
- (g) Clause 10.1.4 insert the words 'and or mechanical breakdown' after the word "tear".
- (h) Clauses 10.1.8 and 10.1.9 is to be amended by adding the 'words or' 'existence' after the word substance;
- (i) Clause 14.2.2 is to be deleted;
- (j) Clause 16.5 by deletion of 'plus another 20% of that fee.
- (k) Clause 16.8 is deleted;
- (l) Clause 16.12 is the deleted;
- (m) Clause 18 amended by adding the following words;
 - a. 'clause 18.8 the purchase can not make any objection, requisition, claim or delay settlement after entering into possession of the property.
- (n) Clause 18.9, should the purchaser take possession, no tenancy whatsoever shall be deemed to be or have been created.

35. Condition of property

- (a) The purchaser acknowledges having inspected the Property and all services and installation provided to it and shall accepted the same in its present state of repair and condition and subject to all and any defects (whether latent or patent) as regards design, construction, state of repair or otherwise and no objection or requestion or claim for compensation shall be made by the Purchase in respect of any of these matters.
- (b) The Purchasers acknowledges that it does not rely on this Contract upon any warrant or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has been relied upon its own enquiries relating to the inspection of the Property and all services and installation provided to it.

36. Notice to complete

1. (a) The settlement shall take place on or before the completion date noted on front page of this Contract. In the event that completion does not take place within this time, the vendor being himself ready, willing and able to complete may (without prejudice to any other right or remedy of the vendor against the purchaser) issue a Notice to Complete in writing, requiring completion to take place within 14 days of the date the Notice is served on the purchaser.
- (b) Should an Electronic Workspace have been established, the party serving the Notice to Complete must nominate a specified hour on the last day as the time for completion.

(c) The purchaser agrees to pay, by way of adjustment on settlement, the sum of \$330.00 representing the legal costs incurred by the Vendor for the addition instruction, communication, attendances, drafting, and serving the Notice.

37. Late Completion & Penalty Interest

In the event that the Contract of Sale is not completed by the date due to delay on the part of the purchaser, then from that date (provided the vendor is ready, willing and able to complete) and up to an including the date of completion the purchase shall pay to the vendor interest on the balance of the purchaser price at the rate of six percent (6%) per annum.

38. Express Provisions

The purchaser acknowledges that the provisions of the Contract of Sale constitutes the full and complete agreement and understanding, defining or otherwise relating to the provisions of this Contract for Sale or binding on the parties hereto with respect of any of the matters to which this Contract for Sale relates.

39. Introducing Agent

The purchase warrants that the Purchaser was not introduced to the vendor or the property by any real estate agent except the agent (if any) named on the front page of this Contract of sale, and the Purchaser identified the Vendors (and if more than one each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty. It is agreed that this indemnity should be continuing indemnity not merging on completion of this Contract.

40. Deposit

Notwithstanding the amount shown for the “deposit” on the front page of this Contract is less than 10% of the Price, the parties agree that the deposit to be paid by the purchaser as consideration for the vendor entering into the Contract is 10% of the price.

If the Vendor accept on the date of this Contract an amount that is less than 10% of the price as part payment thereof then the balance of the 10% Deposit must be paid as an essential condition of this Contract on completion or on the date that the Vendor otherwise become entitle to keep or recover the Deposit.

The deposit shall be released, if required, for the vendor’s use for payment of rental bond and/ or rent on a property within Australia, as an ingoing contribution or administration bond for a retirement village or aged care facility within Australia; as a deposit for the purchase of an alternate property in Australia; or for the payment of stamp duty in respect of such property. The execution of this Contract shall be full and irremovable authority to the deposit holder names herein to release such deposit and no further authority shall be required.

41. Condition of the property

The purchase acknowledges that they are purchasing the property in its present condition and state of repair, including any holes or marks as a result of the removal by the vendors of picture frame, painting, hanging mirrors, television brackets, dryer brackets, etc and subject to any infestation and dilapidation and whether or not any of the improvement upon the property are subject to, or insured under, the Home Building Act 1989 or the Building Services Corporation Act 1989, or holding council approvals on any of the structures of the property, and the purchasers will raise no objection, requisition or claim for compensation in respect of such matters.

42. S47 Certificate

On settlement the purchaser will adjust \$56.00 in favour of the vendors for the s47 certificate.

43. Settlement in PEXA being delayed

If the settlement shall fail or be delayed, with no fault to the vendors, the purchasers will adjust \$330.00 in the vendors favour for the re scheduling of the settlement.

44. Occupation and Non Compliance Certificate swimming pool

This Contract is conditional upon the vendor supplying to the Purchaser and Occupation Certificate on or before completion. If the Occupations Certificate is not served on the purchaser at least three days before the Completion date, the completion date is changed to the date being three days after the occupation and the non-compliance certificate is served on the Purchaser provided that the Completion date will not be earlier than the Completion date nominated on the particulars page of this Contract.

Special condition No 45.

The vendor/s and the purchaser/s agree that the following special condition be annexed to and form part of the attached contract.

A	<p>b. Notwithstanding the deposit referred to on the front page of this contract, the deposit payable herein shall be paid as follows;</p> <ol style="list-style-type: none">1. As to \$ (0.25% of the purchase price) on or before the date hereof;2. As to \$ (being the balance of the purchase of 5% or 10% as agreed between the parties) on or before 5:00pm on the expiration of the cooling – off period as agreed between the parties.3. Where clause a. (2) above requires payment of the balance of 5% deposit only, the purchaser agrees to pay the balance of 10%, being an amount of \$ on or prior to settlement. <p>c. The balance of the 10% deposit shown on the front page of this contract will be payable on prior to completion or on prior default by the purchaser/s in observing any of the terms and conditions of the Contract.</p> <p>d. On default by the Purchaser/s as aforesaid the balance of the deposit herein referred to shall immediately become payable notwithstanding that the contract may be terminated as a consequence of the Purchaser/s Default.</p> <p>e. The Vendor agrees to indemnify Agency Central against any action, claim, Suit, demand, cost, damages or expenses which may arise from the purchaser's failure to pay the balance of the agreed deposit as Indicated in (a.2) above prior to the expiry of the cooling – off period.</p>
B	<p>The Completion date referred to herein is extended from Days todays after the date of this contract.</p>
C	<p>The cooling – off period referred to herein is to be extended from five (5) business days to() business days.</p>
D.	



LAND REGISTRY SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 604/1200567

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2021	12:08 PM	4	12/8/2019

LAND

LOT 604 IN DEPOSITED PLAN 1200567
AT KELLYVILLE
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1200567

FIRST SCHEDULE

CHRISTOPHER MICHAEL BRENNAN (T AP456247)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1191177 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 3 DP1191177 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 4 DP1200566 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1200566 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1200566 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1200567 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1200567 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1200567 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 10 DP1200567 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 11 DP1200567 POSITIVE COVENANT
- 12 DP1200567 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 13 DP1200567 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 14 DP1200567 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

21-9248

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 604/1200567

PAGE 2

NOTATIONS

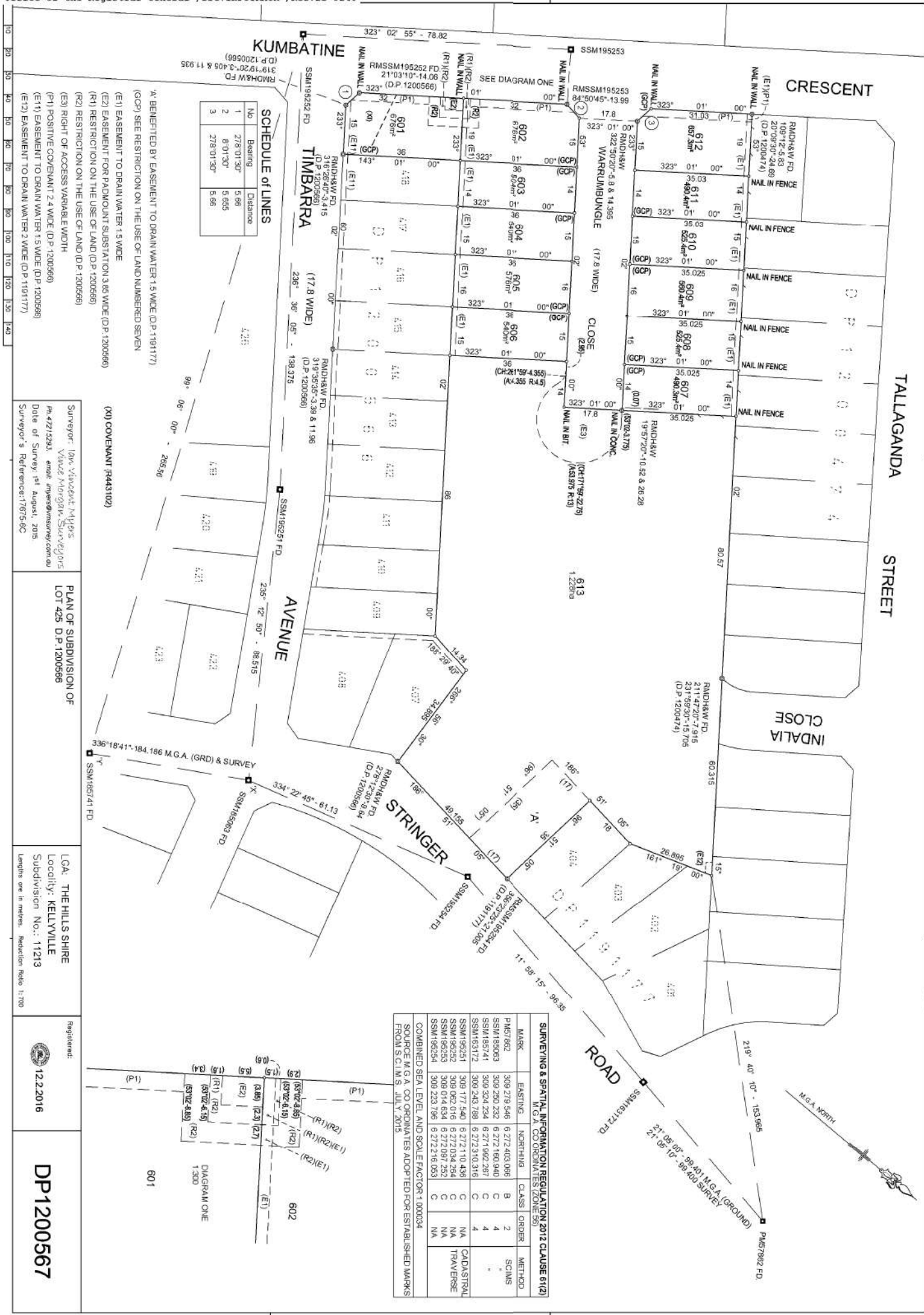
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21-9248

PRINTED ON 22/10/2021

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



SCHEDULE of LINES

No	Bearing	Distance
1	275°01'30"	5.66
2	8°01'30"	5.665
3	278°01'30"	5.66

- (A) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1191177)
(GCP) SEE RESTRICTION ON THE USE OF LAND NUMBERED SEVEN
(E1) EASEMENT TO DRAIN WATER 1.5 WIDE
(E2) EASEMENT FOR PADMOUNT SUBSTATION 3.65 WIDE (D.P. 1200566)
(R1) RESTRICTION ON THE USE OF LAND (D.P. 1200566)
(R2) RESTRICTION ON THE USE OF LAND (D.P. 1200566)
(E3) RIGHT OF ACCESS VARIABLE WIDTH
(P1) POSITIVE COVENANT 2.4 WIDE (D.P. 1200566)
(E11) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1200566)
(E12) EASEMENT TO DRAIN WATER 2 WIDE (D.P. 1191177)

(X1) COVENANT (P443102)

Surveyor: Ian Vincent Myles
Vice President, Surveyors
PA 4215393, email: ian@ianmylessurvey.com.au
Date of Survey: 1st August, 2015
Surveyor's Reference: 1767540

PLAN OF SUBDIVISION OF
LOT 425 D.P. 1200566

LCA: THE HILLS SHIRE
Locality: KELLYVILLE
Subdivision No.: 11213
Lengths are in metres. Reduction Ratio: 1:700

Registered:
12.2.2016

DP1200567

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 6(12)
M.O.A. CO-ORDINATES (2011 M.S.)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
PM57662	309 279 548	6 272 403 096	B	2	SCINS
SSM185063	309 280 232	6 272 160 940	C	4	"
SSM165741	309 324 234	6 271 692 287	C	4	"
SSM163172	309 243 788	6 272 310 316	C	4	"
SSM192521	309 177 540	6 272 110 436	C	4	"
SSM192522	309 092 016	6 272 034 264	C	4	"
SSM192523	309 014 634	6 272 087 252	C	4	"
SSM192524	309 223 766	6 272 216 053	C	4	"



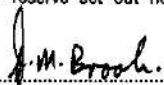
COMBINED SEA LEVEL AND SCALE FACTOR 1.000334
SOURCE M.G.A. CO-ORDINATES ADOPTED FOR ESTABLISHED MARKS
FROM S.C.I.M.S. JULY 2015



PLAN FORM 6(2013) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

Registered:  12.2.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1200567</h1>
PLAN OF SUBDIVISION OF LOT 425 D.P.1200566	L G A: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I,in approving this plan certify Authorised Officer that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature Date:..... File No: Office:.....	<h3 style="text-align: center;">Survey Certificate</h3> I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293, email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 1 st August, 2015. (b) The part of the land shown in the plan being (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. (c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012. Signature:  Dated: 1 st August, 2015. Surveyor ID: 1682 Datum Line: (X'-Y') SSM185063 TO SSM185741 Type: URBAN The terrain is level-undulating * Strike through if inapplicable. ~ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<h3 style="text-align: center;">Subdivision Certificate</h3> I, <u>ANDREW BROOKS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein Signature:  Accreditation Number..... Consent Authority <u>The Hills Shire Council</u> Date of endorsement <u>18.1.16</u> Subdivision Certificate Number <u>11213</u> File Number <u>1298/2012/ZB/ Stage 1, 11.16. SC</u> * strike through if inapplicable	Plans used:- D.P.1205007 D.P.1191177 D.P.1200566 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE WARRUMBUNGL CLOSE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A SURVEYOR'S REFERENCE:17675-6C

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  12.2.2016

Office Use Only

Office Use Only

DP1200567

PLAN OF SUBDIVISION OF
LOT 425 D.P.1200566

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

A schedule of lots and addresses – See 60(c) SSI Regulation 2012

Statements of intention to create and release affecting interests in
accordance with section 88B Conveyancing Act, 1919.

Signatures and seals – See 195D Conveyancing Act, 1919.


Any information which cannot fit in the appropriate panel
of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 11213

Date of Endorsement: 18.1.16.

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AS
AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (E1)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND.
8. RESTRICTION ON THE USE OF LAND.
9. RIGHT OF ACCESS VARIABLE WIDTH (E3)

Property Advisory Pty. Ltd
ABN 63 135 985 732

 Ross Blacato
 Sole Director/ Secretary

SCHEDULE OF STREET ADDRESSES

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
601	2	TIMBARRA	AVENUE	KELLYVILLE
602	1	WARRUMBUNGLE	CLOSE	KELLYVILLE
603	3	WARRUMBUNGLE	CLOSE	KELLYVILLE
604	5	WARRUMBUNGLE	CLOSE	KELLYVILLE
605	7	WARRUMBUNGLE	CLOSE	KELLYVILLE
606	9	WARRUMBUNGLE	CLOSE	KELLYVILLE
607	12	WARRUMBUNGLE	CLOSE	KELLYVILLE
608	10	WARRUMBUNGLE	CLOSE	KELLYVILLE
609	8	WARRUMBUNGLE	CLOSE	KELLYVILLE
610	6	WARRUMBUNGLE	CLOSE	KELLYVILLE
611	4	WARRUMBUNGLE	CLOSE	KELLYVILLE
612	2	WARRUMBUNGLE	CLOSE	KELLYVILLE
613	6	STRINGER	ROAD	KELLYVILLE

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

Plan: DP1200567

Plan of subdivision of lot 425 DP1200566
 covered by Subdivision Certificate No. 11213, 12.1.16
 Dated: 18 January 2016

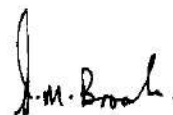
**Full name and address
 of the owner of the land:**

Property Advisory Pty Ltd
 6 Stringer Road
 Kellyville 2155

(Sheet 1 of 7 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 1.5 wide (E1)	606 605 604 603 602 607 608 609 610 611 612	613 606 & 613 605,606 & 613 604-606 incl. & 613 603-606 incl. & 613 613 607 & 613 607,608 & 613 607-609 incl. & 613 607-610 incl. & 613 607-611 incl. & 613
2.	Restriction on the use of land	601-612 incl.	The Hills Shire Council
3.	Restriction on the use of land	601-612 incl.	The Hills Shire Council
4.	Positive Covenant	601-612 incl.	The Hills Shire Council
5.	Restriction on the use of land	Each lot	Every other lot



.....
 Authorised Person
 The Hills Shire Council

Plan: **DP1200567**

Plan of subdivision of lot 425 DP1200566
covered by Subdivision Certificate No. 11213, 18.1.16
Dated: 18 January 2016

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 2 of 7 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
6.	Restriction on the use of land	Each lot	Every other lot
7.	Restriction on the use of land	Each lot except 613	Every other lot except 613
8.	Restriction on the use of land	601, 602 & 612	The Hills Shire Council
9.	Right of access variable width (E3)	613	The Hills Shire Council



.....
Authorised Person
The Hills Shire Council

Plan: **DP1200567**

Plan of subdivision of lot 425 DP1200566
covered by Subdivision Certificate No. 11213, 18.1.16
Dated: 18 January 2016

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

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 3 of 7 Sheets)

Part 2 (Terms)

1. Terms of Restriction on the use of Land secondly referred to in the abovementioned plan

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

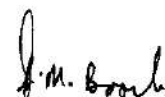
- 1.1 Be provided with a potable water trickle top-up with a back flow prevention device complying with the requirements of Sydney Water.
- 1.2 Be plumbed specifically for washing machine use.

2. Terms of Restriction on the use of Land thirdly referred to in the abovementioned plan

- 2.1 The registered proprietor shall not make or permit or suffer the making of any alterations to any rain garden which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

The expression "rain garden" is defined as the pipes connecting from the downpipes, rainwater tank and surface inlet pits, inlet surcharge pit, surface storage volume, surface treatment including landscaping and vegetation, filter media, subsurface drainage and outlet pipe constructed in accordance with the design, construction and/ or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.

- 2.2 The registered proprietor(s) of the lot(s) 601-612 inclusive shall not erect or suffer the erection of any dwelling house or other structure on the lots hereby burdened unless the registered proprietor has constructed, or made provision for the construction of, a rain garden with a storage volume of 1.083 cubic metres and an element surface area of 7.364 square metres based on the requirements of Section 6.1 from the North Kellyville DCP. A copy of the standard rain garden design is available from The Hills Shire Council.



.....
Authorised Person
The Hills Shire Council

Plan: **DP1200567**

Plan of subdivision of lot 425 DP1200566
covered by Subdivision Certificate No. 11213, 18.1.16

Dated: 18 January 2016

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

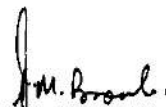
Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 4 of 7 Sheets)

Part 2 (Terms)

3. Terms of Positive Covenant fourthly referred to in the abovementioned plan

- 3.1 The registered proprietor(s) covenant as follows with the Council benefited in respect to the rain garden constructed and/ or installed on the lots(s), that they will:
- (a) Keep the rain garden clean and free from silt, rubbish and debris;
 - (b) Maintain and repair the stormwater rain garden in accordance with the Rain Gardens Maintenance and Operations Plan prepared by The Hills Shire Council at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner.
 - (c) For the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the rain garden and the state of construction, maintenance or repair of the rain garden, for compliance with the requirements of this covenant.
 - (d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the rain garden and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.
- 3.2 Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and
 - (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:



Authorised Person
The Hills Shire Council

Plan: **DP1200567**

Plan of subdivision of lot 425 DP1200566
covered by Subdivision Certificate No. 11213, 18.1.16
Dated: 18 January 2016

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 5 of 7 Sheets)

Part 2 (Terms)

- (i) Any expense reasonably incurred by it in exercising its powers under sub- paragraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

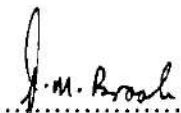
This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

4. Terms of Restriction on the use of Land fifthly referred to in the abovementioned plan

No fence shall be erected on any lot without the prior written consent of Property Advisory Pty. Ltd. but such consent shall be deemed to be given in respect of any fence which is erected without expense to Property Advisory Pty. Ltd. Property Advisory Pty. Ltd. may however, at its absolute discretion, choose to erect certain sections of fencing for security, safety or presentation purposes.

5. Terms of Restriction on the use of Land sixthly referred to in the abovementioned plan

No fence shall be erected on any lot hereby burdened, except a lapped and capped paling fence with galvanized metal frame, where the frame is similar in colour to Dulux Weather Shield- Woodland Grey (low sheen) Bright Base BR1400240 that will be used to paint the timber palings immediately upon completion of construction of the fence.



.....
Authorised Person
The Hills Shire Council

Plan: **DP1200567**

Plan of subdivision of lot 425 DP1200566
covered by Subdivision Certificate No. **11213, 12.1.16**
Dated: 18 January 2016

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 6 of 7 Sheets)

Part 2 (Terms)

6. Terms of Restriction on the use of Land seventhly referred to in the abovementioned plan

If a Residence is to be connected to gas no residence shall be erected or permitted to remain on the lot(s) hereby burdened unless the gas is connected at the gas connection point adjacent to the boundary corner designated (GCP) on the abovementioned plan.

7. Terms of Right of access variable width (E3) ^{ninthly} ~~eighthly~~ referred to in the abovementioned plan

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

7.1 The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act, 1993 for the purposes of providing access across the easement site.

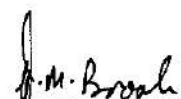
7.2 The Easement site is made accessible to the public.

7.3 The easement is a temporary right which must be removed upon extension of the public road to which it relates.

7.4 The dominant tenement will raise no objection to the release of this easement upon the extension of the public road to which it relates

8. Terms of Restriction on the use of Land eighthly referred to in the abovementioned plan

8.1 No part of a dwelling or other habitable building may be constructed or allowed to remain within the asset protection zone delineated (P1) on the plan complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.



Authorised Person
The Hills Shire Council

Plan: **DP1200567**

Plan of subdivision of lot 425 DP1200566
covered by Subdivision Certificate No. 11213, 12.1.16
Dated: 18 January 2016

Full name and address
of the owner of the land:

Property Advisory Pty. Ltd.
6 Stringer Road
Kellyville 2155

(Sheet 7 of 7 Sheets)

Name of Authority whose consent is required to release, vary or modify Easements, Restrictions and Positive Covenants numbered two, three, four, eight and nine in the abovementioned plan

The Hills Shire Council

Name of the person whose consent is required to release, vary or modify Restrictions numbered five, six and seven in the abovementioned plan

Property Advisory Pty. Ltd. for such period as it is the registered proprietor of any land in the plan or for the period of five years from the date of registration of the plan, whichever is the longer.

Property Advisory Pty. Ltd.
ABN 63 135 985 732

.....
Ross Blancato
Sole Director / Secretary.

REGISTERED



12.2.2016

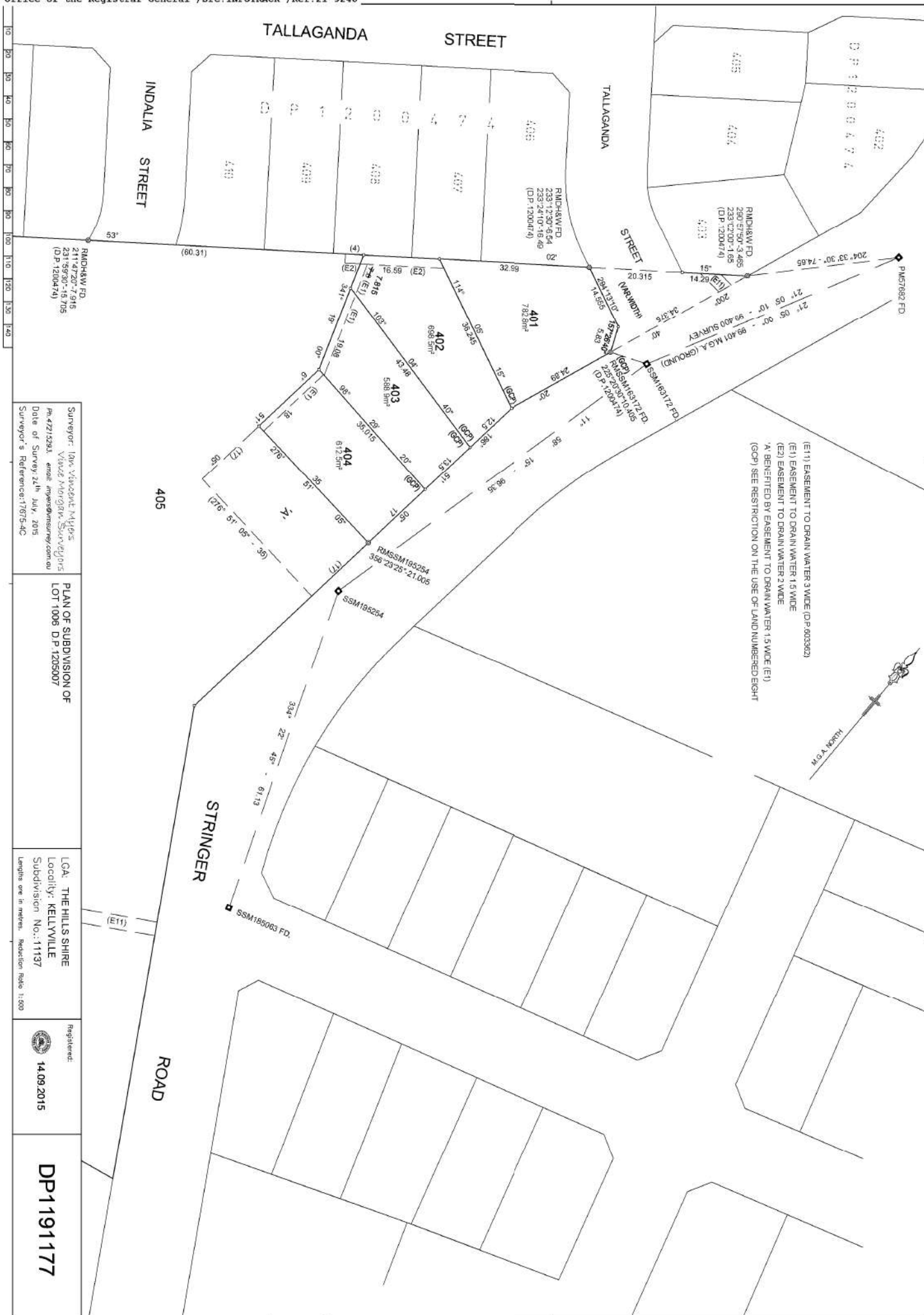
.....
J.M. Brook
Authorised Person
The Hills Shire Council



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets



Surveyor: Ian Vincent Myers
 P.47215593, email: myers@myerssurvey.com.au
 Date of Survey: 24th July, 2015
 Surveyor's Reference: 17675-AC

PLAN OF SUBDIVISION OF
 LOT 1006 D.P. 1205007

LGA: THE HILLS SHIRE
 Locality: KELLYVILLE
 Subdivision No.: 11137
 Lengths are in metres. Reduction Ratio 1:500



14.09.2015

DP1191177

PLAN FORM 6(2013) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

Registered:  14.09.2015

Office Use Only

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

DP1191177

PLAN OF SUBDIVISION OF
LOT 1006 D.P.1205007

L G A: THE HILLS SHIRE

Locality: KELLYVILLE

Parish: CASTLE HILL

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I,in approving this plan certify
 Authorised Officer
 that all necessary approvals in regard to the allocation of the
 land shown hereon have been given.

Signature

Date:

File No:

Office:

Survey Certificate

I, IAN VINCENT MYERS
 of VINCE MORGAN SURVEYORS PTY.LTD.
 Ph.47215293. email: imyers@vmsurvey.com.au
 a surveyor registered under the Surveying & Spatial Information Act, 2002
 certify that:

(a) The land shown in the plan was surveyed in accordance with the
 Surveying and Spatial Information Regulation, 2012, is accurate and
 the survey was completed on 24th July, 2015.

~~(b) The part of the land shown in the plan being (*being/excluding*)~~

~~was surveyed in accordance with the Surveying and Spatial
 Information Regulation, 2012, is accurate and the survey was
 completed on the part not surveyed was compiled
 in accordance with that Regulation.~~

~~(c) The land shown in the plan was compiled in accordance with the
 Surveying and Spatial Information Regulation, 2012.~~

Signature:  Dated: 24th July, 2015.

Surveyor ID: 1682

Datum Line: ('X'-Y') SSM185063 TO SSM185741

Type: URBAN

The terrain is level-undulating

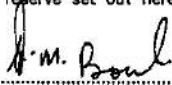
* Strike through if inapplicable.

^ Specify the land actually surveyed or specify any land shown in the plan that
 is not the subject of the survey.

Subdivision Certificate

I, ANDEEL BROOKS.

*Authorised Person/*General Manager/*Accredited Certifier, certify that
 the provisions of s.109J of the Environmental Planning and
 Assessment Act, 1979 have been satisfied in relation to the proposed
 subdivision, new road or reserve set out herein

Signature: 

Accreditation Number:

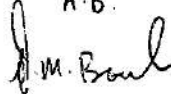
Consent Authority The Hills Shire CouncilDate of endorsement 18.8.15Subdivision Certificate Number 11137File Number 1297/2012/ZB/ Stage 1, 9.16.15

* strike through if inapplicable

Statements of intention to dedicate public roads,
 public reserves and drainage reserves.
 IT IS INTENDED TO DEDICATE THE EXTENSION OF
 TALLAGANDA STREET AND THE SPLAY CORNERS
 TO THE PUBLIC AS PUBLIC ROAD.

* SUBJECT TO EASEMENT TO DRAIN
 WATER 3 WIDE D.P. 603363

A.B.



Plans used:-

D.P.1205007

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should
appear on PLAN FORM 6A

SURVEYOR'S REFERENCE: 17675-4C

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  14.09.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOT 1006 D.P.1205007

DP1191177

Subdivision Certificate No.: 11137

Date of Endorsement: 13.8.15

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

A schedule of lots and addresses - See 60(c) SSI Regulation 2012
Statements of intention to create and release affecting interests in
accordance with section 88B Conveyancing Act, 1919.

Signatures and seals - See 195D Conveyancing Act, 1919.

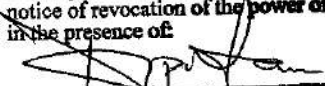
Any information which cannot fit in the appropriate panel
of sheet 1 of the Administration sheets.PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AS
AMENDED IT IS INTENDED TO CREATE:-

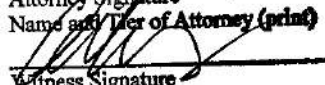
1. EASEMENT TO DRAIN WATER 1.5 WIDE (E1)
2. EASEMENT TO DRAIN WATER 2 WIDE (E2)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND.
8. RESTRICTION ON THE USE OF LAND.

RELEASE:-


1. EASEMENT FOR SERVICES & RIGHT OF ACCESS VARIABLE WIDTH (D.P.1197474)
(AI 580657)

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s), under Power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of:


Attorney Signature
Name and Title of Attorney (print)


Witness Signature
Name and Address of Witness (print)
SHEN WEN
LEVELS, 2-N MEREDITH ST
BANKSTOWN NSW 2200

Property Advisory Pty. Ltd
ABN 63 135 985 732


Ross Blancato
Sole Director/ Secretary

STREET ADDRESSES NOT AVAILABLE

SURVEYOR'S REFERENCE: 17675-4C

ePlan

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

Plan:

DP1191177

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

Plan of subdivision of Lot 1006 DP1205007

covered by Subdivision Certificate No. 11137, 18.8.15

Property Advisory Pty Ltd
6 Stringer Road
Kellyville 2155



(Sheet 1 of 7 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water 1.5 wide (E1)	402 403 404	403, 404 & area 'A' within 405, 404 & area 'A' with 405 area 'A' with 405
2.	Easement to Drain Water 2 wide (E2)	402 405	401 401-404 incl.
3.	Restriction on the use of land	401-404 incl.	The Hills Shire Council
4.	Restriction on the use of land	401-404 incl.	The Hills Shire Council
5.	Positive Covenant	401-404 incl.	The Hills Shire Council
6.	Restriction on the use of land	Each lot	Every other lot
7.	Restriction on the use of land	Each lot	Every other lot
8.	Restriction on the use of land	Each lot except 405	Every other lot except 405



.....
 Authorised Person
 The Hills Shire Council

Ref: B17675-4C
 DP1191177



ePlan

Plan:

DP1191177

Full name and address
of the owner of the land:

Plan of subdivision of Lot 1006 DP1205007
covered by Subdivision Certificate No. 11137, 18.8.15

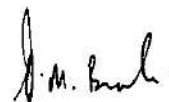
Property Advisory Pty Ltd
6 Stringer Road
Kellyville 2155



(Sheet 2 of 7 Sheets)

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement for services & right of access variable width (DP1197474) (A1580657)	1006/1205007	The Hills Shire Council



.....
Authorised Person
The Hills Shire Council



ePlan

Plan:

DP1191177

Full name and address
of the owner of the land:

Plan of subdivision of Lot 1006 DP1205007
covered by Subdivision Certificate No. 11137,18.8.15

Property Advisory Pty Ltd
6 Stringer Road
Kellyville 2155



(Sheet 3 of 7 Sheets)

Part 2 (Terms)

1. Terms of Restriction on the use of Land thirdly referred to in the abovementioned plan

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

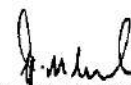
- 1.1 be provided with a potable water trickle top-up with a back flow prevention device complying with the requirements of Sydney Water;
- 1.2 be plumbed specifically for washing machine use.

2. Terms of Restriction on the use of Land fourthly referred to in the abovementioned plan

- 2.1 The registered proprietor shall not make or permit or suffer the making of any alterations to any rain garden which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

The expression "rain garden" is defined as the pipes connecting from the downpipes, rainwater tank and surface inlet pits, inlet surcharge pit, surface storage volume, surface treatment including landscaping and vegetation, filter media, subsurface drainage and outlet pipe constructed in accordance with the design, construction and/ or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.

- 2.2 The registered proprietor(s) of the lot(s) 401-404 inclusive shall not erect or suffer the erection of any dwelling house or other structure on the lots hereby burdened unless the registered proprietor has constructed, or made provision for the construction of, a rain garden with a storage volume of 1.186 cubic metres and an element surface area of 8.067 square metres based on the requirements of Section 6.1 from the North Kellyville DCP. A copy of the standard rain garden design is available from The Hills Shire Council.



.....
Authorised Person
The Hills Shire Council



ePlan

Plan:

DP1191177

Full name and address
of the owner of the land:

Plan of subdivision of Lot 1006 DP1205007
covered by Subdivision Certificate No. 11137, 12.8.15

Property Advisory Pty Ltd
6 Stringer Road
Kellyville 2155

(Sheet 4 of 7 Sheets)

Part 2 (Terms)

3. Terms of Positive Covenant fifthly referred to in the abovementioned plan

3.1 The registered proprietor(s) covenant as follows with the Council benefited in respect to the rain garden constructed and/ or installed on the lots(s), that they will:

- (a) keep the rain garden clean and free from silt, rubbish and debris;
- (b) maintain and repair the stormwater rain garden in accordance with the Rain Gardens Maintenance and Operations Plan prepared by The Hills Shire Council at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner;
- (c) for the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the rain garden and the state of construction, maintenance or repair of the rain garden, for compliance with the requirements of this covenant;
- (d) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the rain garden and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.

3.2 Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and

Authorised Person
The Hills Shire Council

ePlan

Plan:

DP1191177

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

Plan of subdivision of Lot 1006 DP1205007

covered by Subdivision Certificate No. 11137, 18.8.15

Property Advisory Pty Ltd
6 Stringer Road
Kellyville 2155



(Sheet 5 of 7 Sheets)

Part 2 (Terms)

- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
- (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

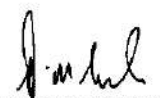
This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

4. Terms of Restriction on the use of Land sixthly referred to in the abovementioned plan

No fence shall be erected on any lot without the prior written consent of Property Advisory Pty Ltd but such consent shall be deemed to be given in respect of any fence which is erected without expense to Property Advisory Pty Ltd. Property Advisory Pty Ltd may however, at its absolute discretion, choose to erect certain sections of fencing for security, safety or presentation purposes.



Ref: B17675-4C
DP1191177



Authorised Person
The Hills Shire Council

ePlan

Plan:

DP1191177

Full name and address
of the owner of the land:

Plan of subdivision of Lot 1006 DP1205007

covered by Subdivision Certificate No. 11137, 18.8.15

Property Advisory Pty Ltd

6 Stringer Road
Kellyville 2155



(Sheet 6 of 7 Sheets)

Part 2 (Terms)

5. Terms of Restriction on the use of Land seventhly referred to in the abovementioned plan

No fence shall be erected on any lot hereby burdened, except a lapped and capped paling fence with galvanized metal frame, where the frame is similar in colour to Dulux Weather Shield- Woodland Grey (low sheen) Bright Base BR1400240 that will be used to paint the timber palings immediately upon completion of construction of the fence.

6. Terms of Restriction on the use of Land eighthly referred to in the abovementioned plan

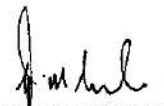
If a residence is to be connected to gas, no residence shall be erected or permitted to remain on the lot(s) hereby burdened unless the gas is connected at the gas connection point adjacent to the boundary corner designated (GCP) on the abovementioned plan.

Name of Authority whose consent is required to release, vary or modify Restrictions and Positive Covenants numbered three, four and five in the abovementioned plan

The Hills Shire Council.

Name of person whose consent is required to release, vary or modify Restrictions numbered six, seven and eight in the abovementioned plan

Property Advisory Pty Ltd for such period as it is the registered proprietor of any land in the plan or for the period of five years from the date of registration of the plan, whichever is the longer.



.....
Authorised Person
The Hills Shire Council



ePlan

Plan:

DP1191177

Full name and address
of the owner of the land:

Plan of subdivision of Lot 1006 DP1205007

covered by Subdivision Certificate No. 11137, 18.8.15

Property Advisory Pty Ltd

6 Stringer Road

Kellyville 2155

(Sheet 7 of 7 Sheets)

Property Advisory Pty Ltd

ABN 63 135 985 732

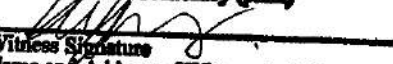

.....
Ross Blancato

Sole Director / Secretary

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s), under Power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of:


.....
Attorney Signature

Name and Title of Attorney (print)


.....
Witness Signature

Name and Address of Witness (print)

SHEILA WENH
LEVEL 5, 2-14 MELBODITH ST
BANKSTOWN NSW 2200

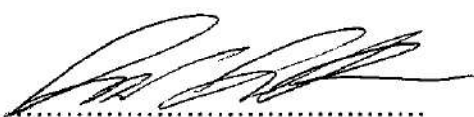
The Common Seal of The Hills Shire Council

was hereunto affixed on the 19 August 2015
pursuant to a resolution passed on 14 April 2015




.....
General Manager

Dave Walker


.....
Mayor


Clr. Andrew Jefferies

Ref: B17675-4C
DP1191177

REGISTERED



14.09.2015


.....
Authorised Person
The Hills Shire Council
ANDREW BROOKS.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets



- (E11) EASEMENT TO DRAIN WATER 2 WIDE (D.P.1191177)
 'A' BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (E1) (D.P.1191177)
 (P1) POSITIVE COVENANT 2.4 WIDE
 (X) R443102 COVENANT

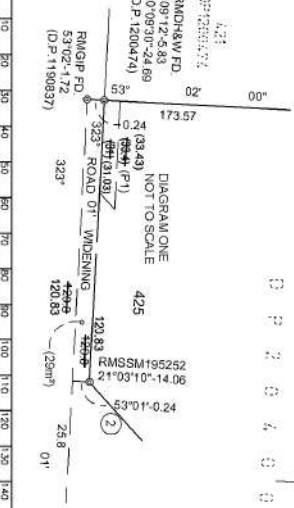
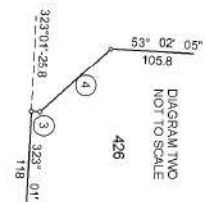
SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 81(2)					
M.G.A. CO-ORDINATES (ZONE 56)					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
PM57862	308 279.546	6 272 403.069	B	2	SCIMS
SSM185063	308 250.232	6 272 160.940	C	4	"
SSM185741	308 324.234	6 271 992.267	C	4	"
SSM185172	309 243.788	6 272 310.316	C	4	"
SSM185251	308 177.540	6 272 110.436	C	NA	CAASTRAL
SSM185252	308 062.016	6 272 034.254	C	NA	TRVERSE
SSM185254	309 223.786	6 272 216.053	C	NA	"

COMBINED SEA LEVEL AND SCALE FACTOR 1.00034
 SOURCE M.G.A. CO-ORDINATES ADOPTED FOR ESTABLISHED MARKS FROM S.C.I.M.S. JULY 2015.



SCHEDULE of LINES

No	Bearing	Distance
1	233°02'00"	15
2	278°01'30"	5.66
3	53°01'00"	0.24
4	8°01'00"	5.665



Surveyor: Ian Vincent Myers
 Licence No: 1191177
 Date of Survey: 1st August, 2015
 Surveyor's Reference: 17675-422

PLAN OF SUBDIVISION OF
 LOT 405 D.P. 1191177 AND
 LOT 1007 D.P. 1205007

LOCALITY: THE HILLS SHIRE
 Subdivision No.: 11138
 Lengths are in metres. Reduction Ratio 1:1000

Registered:
 15/9/2015

DP1200566

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets

SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	237°06'00"	10.96	10.965	117.8
2	233°44'45"	2.93	2.93	117.8
3	54°46'10"	6.065	6.06	100
4	58°07'25"	5.05	5.05	100

SCHEDULE OF LINES

No	Bearing	Distance
5	184°45'20"	5.66
6	104°45'40"	5.655
7	278°01'30"	5.66
8	53°01'00"	0.24
9	8°01'00"	5.655

(E1) EASEMENT TO DRAIN WATER 1.5 WIDE

(X) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (E1) (C.P. 1191177)

(GCP) SEE RESTRICTION ON THE USE OF LAND NUMBERED EIGHT

(E2) EASEMENT FOR PUMP/OUT SUBSTATION 3.95 WIDE

(R1) RESTRICTION ON THE USE OF LAND

(R2) RESTRICTION ON THE USE OF LAND

(P1) POSITIVE COVENANT 2.4 WIDE

(X) R443102 - COVENANT

425

CRESCENT

TIMBARRA

TIMBARRA AVENUE

STRINGER

AVENUE

ROAD

DIAGRAM THREE
1:300

Surveyor: Ian Vincent Myles
Vide: 1191177, 1191177, 1191177
P: 471 5593, email: myles@msurvey.com.au
Date of Survey: 1st August, 2015
Surveyor's Reference: 17675-4C2

PLAN OF SUBDIVISION OF
LOT 405 D.P. 1191177 AND
LOT 1007 D.P. 1205007


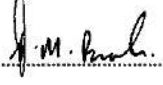
LGA: THE HILLS SHIRE
Locality: KELLYVILLE
Subdivision No.: 11138
Lengths are in metres. Reduction Ratio 1:300

Registered:
15.9.2015

DP1200566


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

Registered:  15.9.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">D.P.1200566</h1>
PLAN OF SUBDIVISION OF LOT 405 D.P.1191177 AND LOT 1007 D.P.1205007	L G A: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I,in approving this plan certify Authorised Officer that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature Date:..... File No: Office:.....	<h3 style="text-align: center;">Survey Certificate</h3> I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293, email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 1 st August, 2015. (b) The part of the land shown in the plan being (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. (c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012. Signature:  Dated: 1 st August, 2015. Surveyor ID: 1682 Datum Line: (X'-Y') SSM185063 TO SSM185741 Type: URBAN The terrain is level-undulating * Strike through if Inapplicable. ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<h3 style="text-align: center;">Subdivision Certificate</h3> I, <u>ANDREW BROOKS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein Signature:  Accreditation Number..... Consent Authority <u>The Hills Shire Council</u> Date of endorsement <u>20.8.15</u> Subdivision Certificate Number <u>11138</u> File Number <u>1297/2012/ZB/STAGE 2, 10.16.SC</u> * strike through if Inapplicable	Plans used:- D.P.1205007 D.P.1191177 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	SURVEYOR'S REFERENCE:17675-4C2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  15.9.2015 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOT 405 D.P.1191177 AND
LOT 1007 D.P.1205007

D.P.1200566

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

A schedule of lots and addresses - See 60(c) SSI Regulation 2012
Statements of intention to create and release affecting interests in
accordance with section 88B Conveyancing Act, 1919.

Signatures and seals - See 195D Conveyancing Act, 1919.

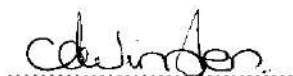
Any information which cannot fit in the appropriate panel
of sheet 1 of the Administration sheets.

Subdivision Certificate No.: 11138.


Date of Endorsement: 20.8.15

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AS
AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (E1)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. POSITIVE COVENANT 2.4 WIDE (P1)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND.
9. EASEMENT FOR PADMOUNT SUBSTATION 3.85 WIDE (E2)
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND



AMANDA MARY RUTH WINSTON

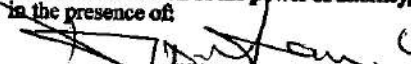


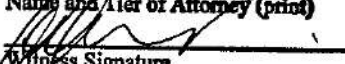
GREGORY PETER WINSTON

RELEASE :-

1. EASEMENT TO DRAIN WATER 3 WIDE (D.P.603362)

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s), under Power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of:


Attorney Signature Dipin Saini
Name and Tier of Attorney (print)


Witness Signature
Name and Address of Witness (print)

SHEN NENG
LEVELS, 2-14 MEREDITH ST BANKSTOWN NSW 2200.

Property Advisory Pty. Ltd
ABN 68 135 985 732


Ross Blacato
Sole Director/ Secretary

STREET ADDRESSES NOT AVAILABLE

SURVEYOR'S REFERENCE: 17675-4C2

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

Plan:

DP1200566

Plan of subdivision of Lot 405 DP1191177
 and Lot 1007 DP1205007

covered by Subdivision Certificate No.11138,

20.8.15

Full name and address
 of the owner of the land:

Property Advisory Pty Ltd
 6 Stringer Road
 KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
 4 Stringer Road
 KELLYVILLE NSW 2155

(Sheet 1 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water 1.5 wide (E1)	407 408 410 411 412 413 414 415 416 417 418 423 422 420 419 425	425 407 & 425 409 409 & 410 409-411 incl. 409-412 incl. 409-413 incl. 409-414 incl. 409-415 incl. 409-416 incl. 409-417 incl. 424 423 & 424 421 420 & 421 409-418 incl.
2.	Restriction on the use of land	407-424 incl.	The Hills Shire Council
3.	Restriction on the use of land	407-424 incl.	The Hills Shire Council
4.	Positive Covenant	407-424 incl.	The Hills Shire Council
5.	Positive Covenant 2.4 wide (P1)	Pt.425 designated (P1)	The Hills Shire Council
6.	Restriction on the use of land	Each lot	Every other lot

.....
 Authorised Person
 The Hills Shire Council

Plan:

DP1200566

Full name and address
of the owner of the land:

Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007
covered by Subdivision Certificate No. 11138,
20.8.15

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 2 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
7.	Restriction on the use of land	Each lot	Every other lot
8.	Restriction on the use of land	Each lot except 425 & 426	Every other lot except 425 & 426
9.	Easement for padmount substation 3.85 wide (E2)	425	Endeavour Energy
10.	Restriction on the use of land	Pt.425 designated (R1)	Endeavour Energy
11.	Restriction on the use of land	Pt.425 designated (R2)	Endeavour Energy

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 3 wide (DP603362)	405/1191177	The Hills Shire Council

Plan:

DP1200566

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

ePlan
Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007
covered by Subdivision Certificate No. 11138,
20.8.15

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 3 of 13 Sheets)

Part 2 (Terms)

1. Terms of Restriction on the use of Land secondly referred to in the abovementioned plan

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

- 1.1 be provided with a potable water trickle top-up with a back flow prevention device complying with the requirements of Sydney Water;
- 1.2 be plumbed specifically for washing machine use.

2. Terms of Restriction on the use of Land thirdly referred to in the abovementioned plan

- 2.1 The registered proprietor shall not make or permit or suffer the making of any alterations to any rain garden which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of The Hills Shire Council.

The expression "rain garden" is defined as the pipes connecting from the downpipes, rainwater tank and surface inlet pits, inlet surcharge pit, surface storage volume, surface treatment including landscaping and vegetation, filter media, subsurface drainage and outlet pipe constructed in accordance with the design, construction and/ or provision requirements of The Hills Shire Council and to the satisfaction of The Hills Shire Council.



.....
Authorised Person
The Hills Shire Council



Plan:
DP1200566

ePlan
Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007
covered by Subdivision Certificate No. 11138,
20.8.15

Full name and address
of the owner of the land:

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 4 of 13 Sheets)

Part 2 (Terms)

- 2.2 The registered proprietor(s) of the lot(s) 407-424 inclusive shall not erect or suffer the erection of any dwelling house or other structure on the lots hereby burdened unless the registered proprietor has constructed, or made provision for the construction of, a rain garden with a storage volume of 1.186 cubic metres and an element surface area of 8.067 square metres based on the requirements of Section 6.1 from the North Kellyville DCP. A copy of the standard rain garden design is available from The Hills Shire Council.

3. Terms Positive Covenant fourthly referred to in the abovementioned plan

- 3.1 The registered proprietor(s) covenant as follows with the Council benefited in respect to the rain garden constructed and/ or installed on the lots(s), that they will:
- (a) keep the rain garden clean and free from silt, rubbish and debris;
 - (b) maintain and repair the stormwater rain garden in accordance with the Rain Gardens Maintenance and Operations Plan prepared by The Hills Shire Council at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner;
 - (c) for the purposes of ensuring observance of this covenant, permit The Hills Shire Council to enter the land and inspect the condition of the rain garden and the state of construction, maintenance or repair of the rain garden, for compliance with the requirements of this covenant;
 - (d) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the rain garden and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.

Plan:

DP1200566

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

Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007

covered by Subdivision Certificate No. 11138,

20.8.15



Property Advisory Pty Ltd

6 Stringer Road

KELLYVILLE NSW 2155

Amanda Mary Ruth Winston

Gregory Peter Winston

4 Stringer Road

KELLYVILLE NSW 2155

(Sheet 5 of 13 Sheets)


Part 2 (Terms)

3.2 Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and
- (b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under sub- paragraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.




.....
Authorised Person
The Hills Shire Council

Plan:

DP1200566

Full name and address
of the owner of the land:

ePlan
Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007
covered by Subdivision Certificate No. 11138,
20.8.15

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 6 of 13 Sheets)

Part 2 (Terms)

4. Terms of Positive Covenant 2.4 wide (P1) fifthly referred to in the abovementioned plan

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietors the whole of the asset protection zone delineated (P1) on the plan, including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or improvements, complying with the requirements of The Hills Shire Council and the NSW Rural Fire Service relevant and applicable at the time.


5. Terms of Restriction on the use of Land sixthly referred to in the abovementioned plan

No fence shall be erected on any lot without the prior written consent of Property Advisory Pty Ltd but such consent shall be deemed to be given in respect of any fence which is erected without expense to Property Advisory Pty Ltd. Property Advisory Pty Ltd may however, at its absolute discretion, choose to erect certain sections of fencing for security, safety or presentation purposes.

6. Terms of Restriction on the use of Land seventhly referred to in the abovementioned plan

No fence shall be erected on any lot hereby burdened, except a lapped and capped paling fence with galvanized metal frame, where the frame is similar in colour to Dulux Weather Shield- Woodland Grey (low sheen) Bright Base BR1400240 that will be used to paint the timber palings immediately upon completion of construction of the fence.




.....
Authorised Person
The Hills Shire Council

Plan:

DP1200566

Full name and address
of the owner of the land:

Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007

covered by Subdivision Certificate No. 11138,

20.8.15

Property Advisory Pty Ltd

6 Stringer Road

KELLYVILLE NSW 2155

Amanda Mary Ruth Winston

Gregory Peter Winston

4 Stringer Road

KELLYVILLE NSW 2155

(Sheet 7 of 13 Sheets)

Part 2 (Terms)

7. Terms of Restriction on the use of Land eighthly referred to in the abovementioned plan

If a residence is to be connected to gas, no residence shall be erected or permitted to remain on the lot(s) hereby burdened unless the gas is connected at the gas connection point adjacent to the boundary corner designated (GCP) on the abovementioned plan.

8. Terms of Easement for Padmount Substation 3.85 wide (E2) ninthly referred to in the abovementioned plan

An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1 of the Memorandum).

9. Terms of Restriction on the Use of Land (R1) tenthly referred to in the abovementioned plan

9.1 No building shall be erected or permitted to remain within the restriction site unless:

9.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and

9.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

.....


Authorised Person
The Hills Shire Council



Plan:

DP1200566

Full name and address
of the owner of the land:

Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007
covered by Subdivision Certificate No. 11138,
20.8.15

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 8 of 13 Sheets)

Part 2 (Terms)

9.2 The fire ratings mentioned in clause 9.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

9.3 Definitions:

9.3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530

9.3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls

9.3.3 **"erect"** includes construct, install, build and maintain

9.3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

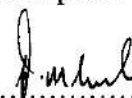
10. Terms of Restriction on the Use of Land (R2) eleventhly referred to in the abovementioned plan

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

10.1 Definitions:

10.1.1 **"erect"** includes construct, install, build and maintain

10.1.2 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.



Authorised Person
The Hills Shire Council



Plan:

DP1200566

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

ePlan
Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007
covered by Subdivision Certificate No. 11138,
20.8.15

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 9 of 13 Sheets)

**Name of Authority whose consent is required to release, vary or modify Easement and
Restrictions numbered nine, ten and eleven in the abovementioned plan**

Endeavour Energy.

**Name of Authority whose consent is required to release, vary or modify Restrictions and
Positive Covenants numbered two, three, four and five in the abovementioned plan**

The Hills Shire Council.

**Name of person or Authority whose consent is required to release, vary or modify
Restrictions numbered six, seven and eight in the abovementioned plan**

Property Advisory Pty Ltd for such period as it is the registered proprietor of any land in the
plan or for the period of five years from the date of registration of the plan, whichever is the
longer.

.....
Authorised Person
The Hills Shire Council

Plan:

DP1200566

Full name and address
of the owner of the land:

ePlan
Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007
covered by Subdivision Certificate No. 11138,
20.8.15

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 10 of 13 Sheets)

Property Advisory Pty Ltd
ABN 63 135 985 732

.....
Ross Blancato

Sole Director / Secretary

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s), under Power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of

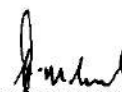
.....
Attorney Signature

Name and Title of Attorney (print)

.....
Witness Signature

Name and Address of Witness (print)

SHENG WENH
LEVELS, 2-14 MIDRED ST
BANKSTOWN NSW 2200

.....


Authorised Person
The Hills Shire Council

Ref: B17675-4C2
DP1200566



Plan:

DP1200566

Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007

covered by Subdivision Certificate No.11138,
20.8.15



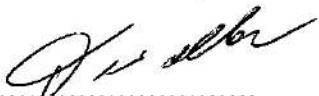
**Full name and address
of the owner of the land:**

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 11 of 13 Sheets)

The Common Seal of The Hills Shire Council
was affixed on the 19 August, 2015
pursuant to a resolution passed on 14 April, 2015



General Manager
Dave Walker



Mayor
Clr. Andrew Jefferies



Authorised Person
The Hills Shire Council

Plan:

DP1200566

Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007

covered by Subdivision Certificate No. 11138, 20.8.15

ePlan



Full name and address
of the owner of the land:

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

(Sheet 12 of 13 Sheets)

Signed on behalf of Endeavour Energy

ABN 59 253 130 878

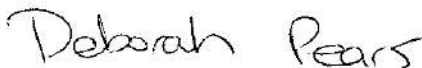
by its Attorney pursuant to Power of Attorney Book 4677

Nº 686

in the presence of:

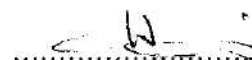


Signature of Witness



Name of Witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148



Signature of Attorney

Name: Helen Smith

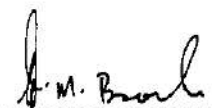
Position: Manager Property &
Fleet

10 August 2015

Date of Execution

Reference: URS15874

Ref: B17675-4C2
DP1200566



Authorised Person
The Hills Shire Council

Plan:

DP1200566

ePlan

Plan of subdivision of Lot 405 DP1191177
and Lot 1007 DP1205007

covered by Subdivision Certificate No. 11138, 20.8.15

Full name and address
of the owner of the land:

Property Advisory Pty Ltd
6 Stringer Road
KELLYVILLE NSW 2155

Amanda Mary Ruth Winston
Gregory Peter Winston
4 Stringer Road
KELLYVILLE NSW 2155

cdwinston

(Sheet 13 of 13 Sheets)

Signed in my presence by **Amanda Mary Ruth Winston**
who is personally known to me
on

[Signature]

Signature of Witness

DAVID THOMAS

Name of Witness

1055 EAST KURRAJONG ROAD, EAST KURRAJONG

Address of Witness

[Signature]

Signed in my presence by **Gregory Peter Winston**
who is personally known to me
on

[Signature]

Signature of Witness

DAVID THOMAS

Name of Witness

1055 EAST KURRAJONG ROAD, EAST KURRAJONG

Address of Witness

15.9.2015



REGISTERED

[Signature]

[Signature]

Authorised Person
The Hills Shire Council

ANDREW BROOKS



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

Certificate Number: **114702**
Reference: 21-9248:204562
Issue Date: 22 October 2021
Receipt No: 6702608
Fee Paid: \$ 53.00

ADDRESS: 5 Warrumbungle Close, NORTH KELLYVILLE NSW 2155
DESCRIPTION: Lot 604 DP 1200567

The land is zoned:
Zone R2 Low Density Residential

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

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

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

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

1. Names of relevant planning instruments and DCPs

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

(A) **Local Environmental Plans**

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

State Environmental Planning Policies

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

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

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

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

SEPP (Western Sydney Aerotropolis) 2020

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

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

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

(A) **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

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

Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Draft Activation Precincts State Environmental Planning Policy
Draft Housing Diversity State Environmental Planning Policy
Draft State Environmental Planning Policy (Housing) 2021
Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

Refer Attachment 1(2)(B)

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

The Hills Development Control Plan 2012

North Kellyville Development Control Plan
(<http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area/North-Kellyville>)

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

2. Zoning and land use under relevant LEPs

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

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

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

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Exempt Development

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

Refer Attachment 2(B)

Also refer to the applicable instrument for provisions regarding Complying Development

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

Refer Attachment 2(B)

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any Other Planning Proposal?

NO

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

The Hills Local Environmental Plan 2019?

NO

Any other Planning Proposal?

NO

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

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

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

Zone R2 Low Density Residential

Proposed Amendment to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 - North Kellyville Precinct Plan applies to the land and identifies the land to be:

Zone R2 Low Density Residential

Refer Attachment 1(2)(B)

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)?

YES

Part 4 **Principal development standards** of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R1 General Residential, R2 Low Density Residential or R3 Medium Density Residential.

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

Refer Attachment 1(2)(B)

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, Low Rise Housing Diversity Code and Greenfield Housing Code

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

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

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

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

4, 4A (Repealed)

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

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

NO

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

5. Mine subsidence

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

NO

6. Road widening and road realignment

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

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

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

- a) The Hills Development Control Plan 2012?

NO

- b) Any other resolution of council?

NO

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

Whether or not the land is affected by a policy:

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

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

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

(i) Landslip

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

NO

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

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

NO

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

c) By The Hills Development Control Plan 2012 provision?

NO

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

(ii) Bushfire

YES

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

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

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

(iii) Tidal inundation

NO

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

(iv) Subsidence

NO

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

(v) Acid sulphate soils

NO

(vi) Land contamination

NO

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

(vii) Any other risk

NO

7A. Flood related development controls

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

NO

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

NO

- (3) In this clause—
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.**

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 3.15 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:

**13 - NORTH KELLYVILLE
THE HILLS SECTION 7.12**

9A. Biodiversity certified land

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

YES

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

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

10. Biodiversity stewardship sites

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

NO

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

10A. Native vegetation clearing set asides

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

NO

11. Bush fire prone land

Has the land been identified as bush fire prone land?

NO

12. Property vegetation plans

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

NO

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

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

NO

14. Directions under Part 3A

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

NO

15. Site compatibility certificates and conditions for seniors housing

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

NO

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

NO

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

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

NO

17. Site compatibility certificates and conditions for affordable rental housing

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

NO

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

NO

18. Paper subdivision information

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

NO DEVELOPMENT PLAN APPLIES

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

NO SUBDIVISION ORDER APPLIES

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

19. Site verification certificates

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

NO

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

20. Loose-fill asbestos insulation

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

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

22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

For land to which [State Environmental Planning Policy \(Western Sydney Aerotropolis\) 2020](#) applies, whether the land is—

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

NO

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

NO

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

NO

(d) in the “public safety area” on the Public Safety Area Map under that Policy, or

NO

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map under that Policy.

NO

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

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

NO

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

NO

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

NO

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

NO

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

NO

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

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

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

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

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

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

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

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

ATTACHMENT 2(B)**STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 2 NORTH KELLYVILLE PRECINCT)****Zone R2 Low Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

- To provide for a variety of housing types but primarily low density detached housing.
- To support the well being of the community, including educational, recreational, community, religious and other activities if there will be no adverse effect on the amenity of the proposed or existing nearby residential development.

2 Permitted without consent

Home occupations

3 Permitted with consent

Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Information and education facilities; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Water recycling facilities; Waterbodies (artificial).

4 Prohibited

Any development not specified in item 2 or 3.

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

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

ATTACHMENT 2(B1)

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

STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (APPENDIX 2 NORTH KELLYVILLE PRECINCT)

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
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Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Information and education

facilities; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Water recycling facilities; Waterbodies (artificial).

4 Prohibited

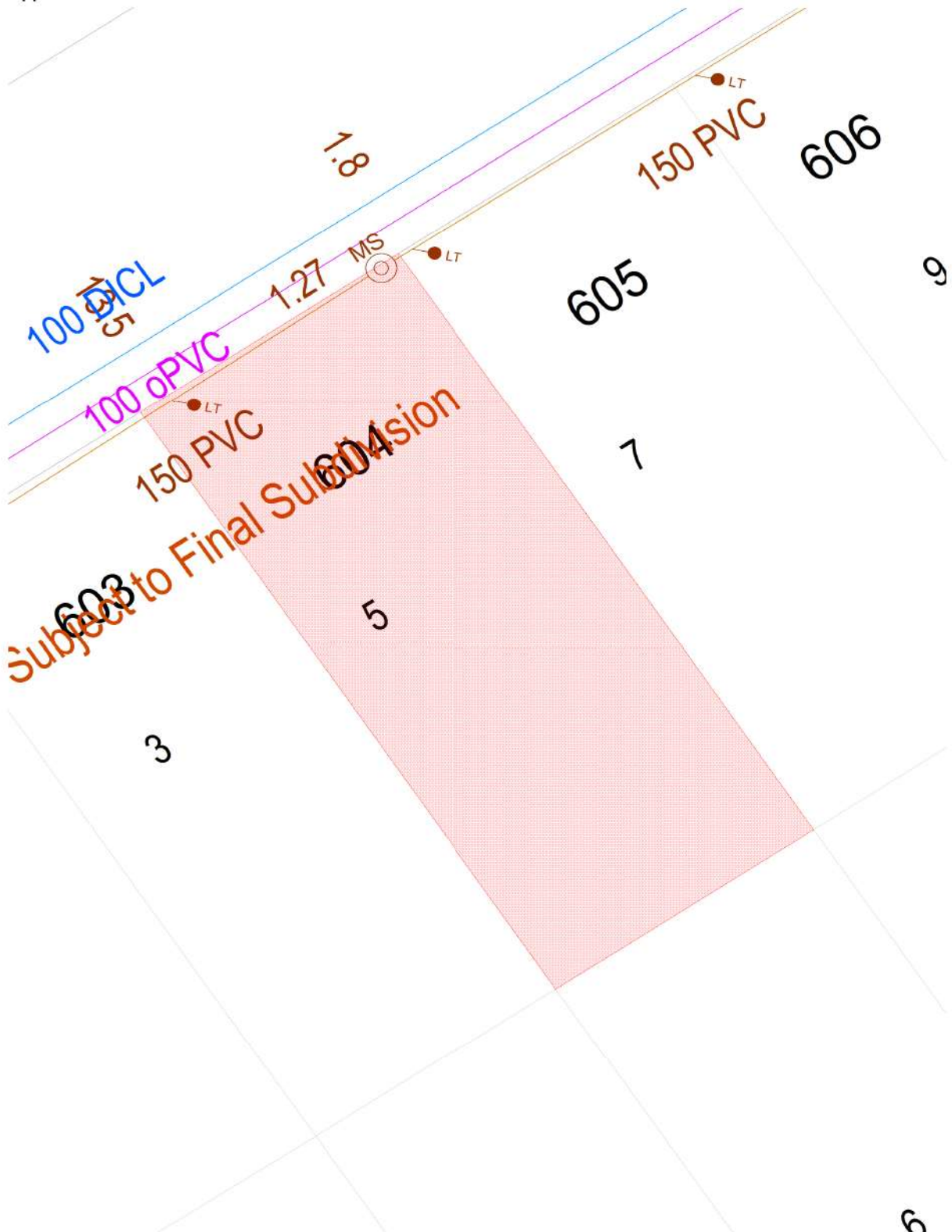
Any development not specified in item 2 or 3.

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

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

Service Location Print

Application Number: 8001164037



Document generated at 22-10-2021 12:20:37 PM

Disclaimer

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

Asset Information

Legend

<p>Sewer</p> <p>Sewer Main (with flow arrow & size type text) 225 PVC</p> <p>Disused Main</p> <p>Rising Main</p> <p>Maintenance Hole (with upstream depth to invert) 1.7</p> <p>Sub-surface chamber</p> <p>Maintenance Hole with Overflow chamber</p> <p>Ventshaft EDUCT</p> <p>Ventshaft INDUCT</p> <p>Property Connection Point (with chainage to downstream MH) 10.01</p> <p>Concrete Encased Section</p> <p>Terminal Maintenance Shaft</p> <p>Maintenance Shaft</p> <p>Rodding Point</p> <p>Lamphole</p> <p>Vertical</p> <p>Pumping Station</p> <p>Sewer Rehabilitation</p>	<p>Property Details</p> <p>Boundary Line</p> <p>Easement Line</p> <p>House Number</p> <p>Lot Number</p> <p>Proposed Land</p> <p>Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)</p>
<p>Pressure Sewer</p> <p>Pressure Sewer Main</p> <p>Pump Unit (Alarm, Electrical Cable, Pump Unit)</p> <p>Property Valve Boundary Assembly</p> <p>Stop Valve</p> <p>Reducer / Taper</p> <p>Flushing Point</p>	<p>Water</p> <p>WaterMain - Potable (with size type text) 200 PVC</p> <p>Disconnected Main - Potable</p> <p>Proposed Main - Potable</p> <p>Water Main - Recycled</p> <p>Special Supply Conditions - Potable</p> <p>Special Supply Conditions - Recycled</p> <p>Restrained Joints - Potable</p> <p>Restrained Joints - Recycled</p> <p>Hydrant</p> <p>Maintenance Hole</p> <p>Stop Valve</p> <p>Stop Valve with By-pass</p> <p>Stop Valve with Tapers</p> <p>Closed Stop Valve</p> <p>Air Valve</p> <p>Valve</p> <p>Scour</p> <p>Reducer / Taper</p> <p>Vertical Bends</p> <p>Reservoir</p> <p>Recycled Water is shown as per Potable above. Colour as indicated</p>
<p>Vacuum Sewer</p> <p>Pressure Sewer Main</p> <p>Division Valve</p> <p>Vacuum Chamber</p> <p>Clean Out Point</p>	<p>Private Mains</p> <p>Potable Water Main</p> <p>Recycled Water Main</p> <p>Sewer Main</p> <p>Symbols for Private Mains shown grey</p>
<p>Stormwater</p> <p>Stormwater Pipe</p> <p>Stormwater Channel</p> <p>Stormwater Gully</p> <p>Stormwater Maintenance Hole</p>	

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Pipe Types

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

Further Information

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

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

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

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