

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	S One Estate Agents Level 1, 77 Rowe Street Eastwood NSW 2122	Phone: 02 9807 3305 E: john.huang@soneagents.com
co-agent vendor	BKC Group Holdings Pty Ltd ACN 641 833 061	
vendor's solicitor	Hyde Park Lawyers Ground Floor 229-231 Macquarie Street Sydney NSW 2000	Tel: 02 7966 4253 Fax: 02 8974 140 Email: czhou@hydeparklawyers.com.au
date for completion	Refer to Additional Clause 33.1 (clause 15)	
land (address, plan details and title reference)	74A Primrose Avenue, Rydalmere NSW 2116 Proposed Lot 1 in unregistered plan of subdivision of the land comprised as at the contract date in Lot 104 in Deposited Plan 36565 Part 104/36565 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex	
improvements	documents in the List of Documents as marked or numbered: other documents:	
attached copies		

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 checked="" type="checkbox"/> other: See Schedule of Finishes		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

See Execution Page

vendor

See Execution Page

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____ PEXA _____

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☐ NO ☒ yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: BKC Group Holdings Pty Ltd

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**: 100%

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): 7% of Contract Price

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 checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document 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 checked="" 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 checked="" 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 checked="" 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

N/A

Purchaser Execution Page

If Individual

SIGNED by **Purchaser 1** in the presence of:

Signature of Witness

Signature of Purchaser 1

Name of Witness (block letters)

(Print) Name of Purchaser 1

SIGNED by **Purchaser 2** in the presence of:

Signature of Witness

Signature of Purchaser 2

Name of Witness (block letters)

(Print) Name of Purchaser 2

SIGNED by **Purchaser 3** in the presence of:

Signature of Witness

Signature of Purchaser 3

Name of Witness (block letters)

(Print) Name of Purchaser 3

If Company

EXECUTED by the Purchaser
in accordance with Section 127 of the
Corporations Act 2001 (Cth):

(Print) Company Name

Signature of Director

Signature of Director/Secretary

Name of Director (*please print*)

Name of Director/Secretary (*please print*)

Vendor Execution Page

EXECUTED by **BKC GROUP HOLDINGS PTY LTD** (ACN 641 833 061) in accordance with Section 127 of the Corporations Act 2001 (Cth):

~~Signature of Director~~

Signature of Sole Director/Secretary

Name of Director *(please print)*

Name of Sole Director/Secretary *(please print)*

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 16.7.1 the price less any:
 • deposit paid;
 • *FRCGW remittance* payable;
 • *GSTRW payment*; and
 • amount payable by the vendor to the purchaser under this contract; and
 16.7.2 any other amount payable by the purchaser under this contract.
 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 16.11.1 if a special completion address is stated in this contract - that address; or
 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

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

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

74 Primrose Avenue, Rydalmere NSW 2116

33. Miscellaneous

33.1 Definitions

The following words have these meanings unless the contrary intention appears,

Building means the building or buildings and any other improvements to be erected on the Land,

Completion Date means the later of:

- (a) 42 days after the Contract Date;
- (b) 14 days after the Vendor's solicitor serves a copy of the Occupation Certificate for the Property on the Purchaser's Solicitor for the Property; and
- (c) 21 days after the Vendor's solicitor serves written notice on the Purchaser's solicitor that the Plan of Subdivision has been registered by the NSW LRS.

Council means City of Parramatta Council (or any successor carrying out its functions).

Date of Completion means the date on which completion takes place.

Defects means any defect or faults due to defective design, faulty materials or workmanship used in the Property, but excluding defects or faults relating to normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks, variations in colour shade, textures, markings or finish attributable to the type of material, and any defect caused by the Purchaser or any person claiming through or under the Purchaser or Major Defect.

Defect Notice means a written notice identifying any Defects or Major Defects in the Property the Purchaser wishes to be rectified.

Defects Liability Period means a period of 3 months after the Date of Completion.

Depositholder means the Vendor's agent.

Development means the development and subdivision of the Land in accordance with the Development Approval and proposed Plan of Subdivision so as to construct the Building and the Property and register the Plan of Subdivision and S 88B instrument.

Development Activities means any type of work associated with building work on the Development Site including without limitation:

- (a) any building, demolition, excavation or landscaping works on the Development Site including the installation of Services; or
- (b) any other works considered ancillary to those works; or
- (c) the subdivision of forming part of the Development Site; or
- (d) placing on the Development Site anything in connection with construction and development works including temporary structures, signs, building materials, fences, cranes and other equipment; and
- (e) the dedication of land forming part of the Development Site.

Development Approval means Complying Development Certificate No. CDC-05856-S8G9 lodged with Council for the demolition of all existing structures and construction of an attached dual occupancy with associated site works and Torrens title subdivision, as varied or modified from time to time by any competent authority (including, without limitation, any other application made by the Vendor).

Development Site means the land contained and described in certificate of title Folio Identifier 104/36565;

Drainage works means water, sewerage and drainage works to be installed in the property of the Building.

Expert means a person nominated by the president of the Royal Australian Institute of Architects NSW Chapter at the request of either the Vendor or the Purchaser.

Interest Rate means eight per cent (8%) per annum.

Major Defects means those Defects which detrimentally affect the structure of the Building, can cause a significant risk of harm to persons in the property or makes the property uninhabitable.

Marketing material means any marketing brochure, DVD marketing material, display suite, brochure, emails, web listings, website, document or other material with respect to the Property prepared by the Vendor, the Vendor's Agent or on its behalf.

NSW LRS means NSW Land Registry Services (or any successor organisation performing the functions of a land title registry of New South Wales).

Occupation Certificate means a partial, interim or final occupation under Section 6.4 of the Environmental Planning and Assessment Act 1979 and issued pursuant to Division 6.3 of the Act.

Plans means the plans relating to the Development including without limitation the draft Plan of Subdivision.

Plan of Subdivision means the proposed deposited plan a copy of which is attached to this contract and if the proposed plan is modified under clauses 40.2(a), 40.2(c) and 40.2(e)-(h) means (except in those sub-clauses) that plan as modified.

Project Manager means the project manager nominated by the Vendor from time to time.

Property means the property described on the front page of this Contract.

Requisitions means the requisitions attached to this Contract.

Relevant Authority means the Council and every other governmental, statutory or other authority whose approval must be obtained to the Plan of Subdivision before the Plan of Subdivision may be lodged for registration at the NSW Land Registry as a deposited plan.

Schedule of Finishes means the schedule of finishes attached to this contract

Service include:

- (a) the supply of water, gas and electricity or artificially heated or cooled air;
- (b) the provision of sewerage and drainage;
- (c) telephone, television and other telecommunications; and
- (d) any other facility, supply or transmission.

Service Providers includes Council, any Government Agency or public authority and any company in the business of supplying Services to the public.

Sunset Date means twelve (12) months from the Contract Date.

33.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The *singular* includes the plural and conversely,

- (b) A *gender* includes all genders
- (c) Where a *word* or *phrase* is defined, its other grammatical forms have a corresponding meaning.
- (d) *Clause, paragraph or sub-clause* means a clause, paragraph or sub-clause, respectively of this contract
- (e) Unless stated otherwise, one provision does not limit the effect of another.
- (f) A reference to *solicitor* includes a party's representative if named in the contract.
- (g) A reference to this *contract* includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this contract.

33.3 Service on non-business day

Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.

33.4 Service by facsimile (replaces clause 20.6.5)

Despite anything in clause 20.6, a document may be served by facsimile in which event it is served by or on party:

- (a) When recorded on the sender's transmission result report unless.
 - (i) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or
 - (ii) the transmission result report indicates a faulty or incomplete transmission;
- (b) Where a solicitor for the party is named in the contract, if it is sent using the solicitor's fax number stated in the contract or any other fax number which that solicitor may have notified to the sender;
- (c) Where there is no solicitor named in the contract in respect of party, if it is sent using the fax number stated in the contract (if any) or any other fax number which that party may have notified to the sender; and
- (d) On the business day on which it is received unless it is received after 5pm in which case it will be taken to have served on the commencement of the next business day.

33.5 Documents attached to contract (Paragraph (b) replaces clause 20.1)

- (a) For the purpose of clause 10, the substance of all material contained in any documents (or copy of any document) attached to this contract is disclosed in this contract whether or not included in the list of documents on page 2.
- (b) If before this contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's solicitor, was attached to this contract by or on behalf of the Purchaser or the Purchaser's solicitor, the person attaching that document or copy did so as the agent of the vendor.

33.6 Severance

Any provision of this contract which is prohibited or enforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions this contract will not be affected.

34. Amendments to printed conditions

The printed conditions (clauses 1 to 32 inclusive) of this contract are amended as follows:

- (a) clause 2.4 is amended by deleting the words “cash (up to \$2,000)) or”;
- (b) clause 2.9 is deleted and replaced by the following:

“2.9 if this contract says that the deposit is to be invested, the deposit holder is to:

2.9.1 invest the deposit (at the risk of the party who becomes entitled to it) with a bank or permanent building society, in an interest-bearing account in NSW payable at call, with interest to be reinvested; and

2.9.2 pay the net interest, after deduction of all proper bank, building society or government charges, fees or taxes to the parties equally if this contract is completed, and otherwise to the party entitled to the deposit.”
- (c) clause 3 is deleted;
- (d) clause 4.1.1 is deleted and replaced by the words “the form of transfer (but not if the parties have agreed that the matter cannot be conducted as an electronic transaction); and”;
- (e) In clause 5.2.1 the words “Within 21 days after the contract date” are deleted and replaced by the words “within 7 days after the day on which the Vendor notifies the Purchaser that the Plan of Subdivision has been registered”;
- (f) In clause 5.2.2, the words “within 21 days after the later of the contract date and that service” are deleted and replaced by the words “within 7 days after the later of the contract date and that service”;
- (g) Clause 5.2.3 is deleted;
- (h) clause 7.1.1 is deleted;
- (i) In clause 7.1.3 the figure “14” is deleted and replaced by the figure “7”
- (j) In clause 7.2.1, the figure “10%” is deleted and replaced by the figure “0.1%”;
- (k) Clause 10.1 line 1 is replaced with:

“The purchase cannot make a claim or requisition, delay completion or rescind or terminate in respect of-”
- (l) In clause 10.1.8 and clause 10.1.9 “substance” is replaced with “existence”;
- (m) Clause 13 is deleted;
- (n) Clause 14.4, 14.5 and 14.7 is deleted;
- (o) Clause 16.8 is deleted;
- (p) Clause 19.2.3 is deleted;
- (q) Clause 23.6.2 after the words *owners’ corporation*, the words *on the common property* are inserted;
- (r) Clause 23.9 is deleted;
- (s) Clause 23.13 deleted the words “at least 7 days” and replace them with the words “at least 3 days”;
- (t) clause 23.14 is deleted;
- (u) clause 23.18 is deleted; and
- (v) clause 24 to 29 are deleted.

35. Breach of statutory warranty by vendor

- (a) If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2005, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.
- (b) If the vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2005, the Vendor may, before completion, serve a notice:
 - (i) specifying the breach;
 - (ii) requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver): and
 - (iii) indicating that the Vendor intends to rescind this contract if the Waiver is not served within 14 days of service of the notice.
- (c) The vendor may rescind if:
 - (i) The vendor serves a notice under paragraph (b); and
 - (ii) The purchaser does not serve the Waiver within the time required under the notice;
- (d) If the Purchaser serves a Waiver before the Vendor rescinds under paragraph (c), the Vendor is no longer entitled to rescind under paragraph (c).
- (e) The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2005 other than the right of rescission conferred by that Regulation.

36. Insolvency, Capacity or Death of a Party

- (a) If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:
 - (i) resolve to enter into liquidation or provisional liquidation;
 - (ii) have a summons presented for its winding-up;
 - (iii) enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or
 - (iv) have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.
- (b) The vendor may rescind this contract, if the purchaser is an individual who and where there is more than one, either purchaser:
 - (i) dies; or
 - (ii) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

- (c) If the purchaser is an individual and is declared bankrupt or enters into any scheme with or makes any assignment of this estate for the benefit of, the purchaser's creditors this will be a breach of an essential term of this contract entitling the vendor, without limiting any other rights the vendor may have arising from the breach, to immediately terminate this contract.
- (d) The purchaser promises that the purchaser has the legal capacity to enter into this contract.

37. Guarantee

If the Purchaser is a corporation (and not listed on any Australian Stock Exchange) it shall ensure that two natural persons who are:

- (a) Over the age of 18 years;
- (b) Directors and /or substantial shareholders of the Purchaser;

execute and deliver to the Vendor's solicitors a guarantee and indemnity in the form required by the Vendor within 10 days from the date on which it is sent to the Purchaser's solicitors. In this respect time is of the essence.

38. Real estate agent

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty by any real estate agent or other person (other than the vendor's agent or co-agent, if any, specified in this contract). The vendor's rights under this clause continue after completion.

39. Purchaser's Representations, warranties and acknowledgements

39.1 The purchaser represents and warrants that:

- (a) The Purchaser was not induced to enter into this Contract by and did not rely on any representations or warranties made by the Vendor, the Vendor's agent or persons on behalf of the Vendor about the subject matter of this Contract (including, without limitation, representations, or warranties about the nature or the fitness or suitability for any purpose of the Property or about any financial return or income to be derived from the Property) except as provided in this Contract and by statutory warranty to the extent such warranty cannot be excluded from this Contract;
- (b) in entering into this Contract, the Purchaser has relied entirely on its own independent investigations and enquiries relating to the Property made by or on the Purchaser's behalf;
- (c) the purchaser has obtained appropriate independent advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract; and
 - (ii) the nature of the Property and the purposes for which the Property may be lawfully used; and
 - (iii) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or

equipment in the Building or in connection with the cost of construction of the Building; and

- (d) this is the entire agreement between the parties and it has not relied on any information, representation, letter, documentation or arrangement or other conduct as adding to or amending this Contract or conferring on the Purchaser any rights or concessions not specifically recited in this Contract and that this Contract constitutes the only agreement between the Vendor and the Purchaser;
- (e) the Purchaser acknowledges that a copy of the Plans were available for inspection at the Vendor's office and that the Purchaser is satisfied with all aspect thereof. The purchaser is not entitled to make any objection, requisitions, claim or delay completion of or rescind or terminate this Contract as a result of, in relation to, or arising out of the Plans.

39.2 The Purchaser acknowledges:

- (a) That the Vendor has entered into this Contract on the basis that the representations and warranties contained in this clause 39.1 are true and not misleading; and
- (b) The floor areas of the property shown in certain Marketing Materials may show approximate gross floor area measurements only which may have been calculated on a different basis to the measurements in the draft Plan of Subdivision. The Purchaser must not make an objection, requisition or claim, delay completion or rescind or terminate this Contract because of any difference between these floor areas and the actual floor areas or those in the draft Plan of Subdivision.

40. Plan of Subdivision

40.1 Contract Conditional

This Contract is subject to and conditional upon:

- (i) each Relevant Authority giving its approval to the Plan of Subdivision; and
- (ii) the registration of the Plan of Subdivision by the NSW LRS.

on or before the Sunset Date.

40.2 Modifications

- (a) The Purchaser acknowledges having inspected the Plan of Subdivision and, despite anything else in the contract cannot make a claim, objection or requestion or rescind or terminate in respect of or in relation to a modification:
 - (i) to the Plan of Subdivision which may be required by:
 - (A) a Relevant Authority to obtain its approval of the Plan of Subdivision; or
 - (B) the NSW LRS to obtain the registration of the Plan of Subdivision;
 - (ii) to correct an error which is evident on the face of the Plan of Subdivision;
 - (iii) which includes land in addition to that to which the Plan of Subdivision presently then relates;
 - (iv) to vary the area and dimensions of the Property;
 - (v) to vary the layout of the interior of the residence which forms part of the Property;
 - (vi) to the Plan of Subdivision which is agreed to in writing by the Purchaser; or
 - (vii) to the Plan of Subdivision which is minor.
- (b) For the purposes of paragraph (a)(vii), the following modifications are minor:
 - (i) any modification to a lot in the Plan of Subdivision other than the Property; and/or

- (ii) any modification to the boundaries of the property the effect of which does not reduce the total area of the property by more than 5%.
- (c) If there is any modification to the Plan of Subdivision which is other than minor, the Vendor shall notify the Purchaser in writing of such modification and the Purchaser shall have 14 days (time being of the essence) from the date of such notification to rescind this contract. If the right of rescission conferred by this sub clause is not exercised within 14 days after the Vendor has notified the Purchaser of such modification, the right of rescission conferred on the Purchaser under this clause shall lapse and this Contract shall remain binding in all respects.
- (d) If there is dispute between the parties as to whether any modification to the Plan of Subdivision is minor then the matter shall be referred by either party to a surveyor nominated by the President for the time being of the Institution of Surveyors NSW Inc. for determination. In relation to that determination:
 - (i) the surveyor acts as an expert and not as an arbitrator;
 - (ii) it is final, conclusive and binding on both parties, and
 - (iii) any costs incurred shall be borne equally by the Vendor and the Purchaser.
- (e) At any time before the Vendor serves notice that the Plan of Subdivision is registered, the Vendor may replace a document or plan attached to this Contract with a replaced document or plan ("Replacement Document").
- (f) If the Vendor replaces a document or plan attached to this Contract under clause 40.2(e) the Vendor may, before the Vendor serves notice that the Plan of Subdivision is registered:
 - (i) serve notice on the Purchaser that it has replaced the document or plan; and
 - (ii) include in the notice a copy of the replacement document.
- (g) From and including the day of service the Notice pursuant to clause 40.2(f), the replacement document or plan is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract.
- (h) Unless otherwise provided for elsewhere in this Contract, the Purchaser may not make any objection, claim or requisition, delay completion, or rescind or terminate because there is a difference between a draft document or plan attached to this Contract and the Replacement Document, or upon registration of the Plan of Subdivision (as the case may be) unless the difference adversely impacts on the Property to a substantial extent, in which case, the Purchaser may, within 14 days after the day a notice of replacement is served rescind by written notice to the Vendor.

40.3 Registration of Plan of Subdivision

- (a) The Vendor use all reasonable endeavours to have the Plan of Subdivision registered on or before the Sunset Date.
- (b) If registration of the Plan of Subdivision is delayed by any of the following:
 - (i) inclement weather or conditions resulting from inclement weather;
 - (ii) in consequence of proceeding being taken or threatened by or disputes with adjoining owners and residents;
 - (iii) any civil commotion or strikes or lockouts (industrial conditions);
 - (iv) any delay by government agencies or private certifiers in giving approval, issuing a certificate or registering any plans or documents contemplated under this Contract including the Plans;
 - (v) any delay arising from an extension of time under the construction contract;

- (vi) any delay arising from construction and procurement of materials;
- (vii) latent conditions of the Development site;
- (viii) any matter, cause or thing beyond the control of the Vendor,

then and in any such case the vendor may, in its absolute discretion, notify the purchaser in writing of any delay occasioned by any of the above events and service notice on the Purchaser to extend the Sunset Date, provided always, that the vendor may not extend the Sunset Date beyond an additional twelve (12) months. If the Plan of Subdivision is not registered by the Sunset Date, or Sunset Date as extended, or such later date as may be extended by mutual agreement of all parties, then either party may rescind this Contract by written notice to the other.

40.4 Rates and Adjustments

- (a) If, at the date of completion, no separate assessment for council rates, water and sewerage rates or land tax has been issued in respect of the Property for the period current at the date of completion, the Purchaser must accept the following amounts as the current assessment for the Property as the amount payable and those amounts must be adjusted on completion in accordance with clause 14:
 - (i) Council Rates are \$1,800.00 per annum;
 - (ii) Water and Sewerage Rates are \$300.00 per quarter
 - (iii) Land Tax are \$1,500.00 per annum.
- (b) An adjustment in accordance with clause 40.4(a) must be on the basis that the amount being adjusted is paid and no regard must be had to the actual assessment or assessments for water and sewerage rates subsequently issued in respect of the Property.
- (c) The Vendor undertakes to pay the Council Rates, Water Rates and Land Tax for the property for the period as adjusted in the settlement figures promptly when the Vendor receives such assessment. This undertaking does not apply to garbage rates, water usage accounts and other charges levied or imposed upon the property by or on behalf of the Purchaser or by any success in title to the Purchaser.

40.5 Not Used

40.6 Particulars of Title/Requisitions/Transfer

- (a) The Vendor shall promptly after the date on which the Plan of Subdivision is lodged for registration at the NSW LRS notify the Purchaser of the relevant Lot and Deposited Plan number to be enable the preparation of the Transfer.
- (b) The Purchaser will be taken to have waived any claim, objection or requisition which has not been made and served on the Vendor within ten (10) days after the day on which the Vendor notifies the Purchaser that the Plan of Subdivision has been registered.
- (c) The Purchaser shall only submit to the Vendor and is deemed to have submitted requisition on title in the form of the requisitions attached to this contract within the time specified in sub-clause (b).

41. Interest and Notice to Complete

41.1. Completion Date

Completion of this Contract shall take places on the Completion Date.

41.2 Interest

If the Purchaser completes this Contract after the Completion Date, then subject to Clause 41.5, on completion the Purchaser must pay the Vendor interest at the Interest Rate on:

- (a) the balance of the price; and
- (b) any other amount payable by the Purchaser to the Vendor under this Contract, from but excluding the Completion Date to the Date of Completion.

41.3 Essential Term of Contract

Payment of interest by the Purchaser in accordance with this clause is an essential term of this Contract. Interest payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss as a result of the purchaser's failure to complete on or before the Completion Date.

41.4 Notice to Complete

- (a) If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.
- (b) If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of \$330.00 inclusive of GST. The payment of such costs is an essential term of this Contract.

41.5 Delay by vendor

The Purchaser need not pay interest under this clause for as long as the Purchaser is ready, willing and able to complete and completion cannot take place because the Vendor cannot complete.

41.6 Re-arranging settlement

Where the Purchaser has booked a date for actual completion with the Vendor and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum of \$330.00 inclusive of GST.

42. Encumbrances and Charges

- 42.1 On completion, the Purchaser must accept a discharge, withdrawal or surrender executed and in registrable form, of any registered encumbrance affecting the title (including a withdrawal of caveat), other than an encumbrance to which this Contract is subject, together with an allowance for the registration fee.

42.2 The Vendor:

- (a) is not obliged to remove any charge on the Property for any rate, tax or outgoings until completion of this Contract is effected;
- (b) is not to be taken to be unable, unready or unwilling to completion this Contract because of the existence of any charge on the Property for any rate, tax, or outgoing; and
- (c) may serve a notice to complete on the Purchaser notwithstanding that at the time the notice is served or at any time after that time there is a charge on the Property for any rate, tax or outgoings.

42.3 The Purchaser must not lodge a caveat against the Property or Development Site at any time.

43. Defects

43.1 Defect Notice

Pursuant to this clause within the Defect Liability Period the Purchaser may serve on the Vendor no more than two (2) Defect Notices.

43.2 Defects

If before the expiration of the Defect Liability Period the Purchaser gives the Vendor a Defects Notice, (whether before or after completion) the Vendor must at the Vendor's expense within a reasonable time after the expiration of the Defects Liability Period in a proper and workmanlike manner, make good the Defects and Major Defects referred to in the Defects Notice. The Vendor is not obligated to make good a Defect (other than a Major Defect) prior to the expiration of the Defects Liability Period.

43.3 Claims

If the purchaser notifies the vendor in writing of any Defects before the completion date, the purchaser is not entitled to raise any requisition or claim, delay completion, rescind or terminate in respect of any matter relating to any Defects (other than a Major Defect).

43.4 Access

The Vendor may at all reasonable times on giving to the Purchaser reasonable notice access the property to make good any Defects.

43.5 Dispute Resolution

Any dispute under this clause shall be referred to an independent architect nominated by the President or other senior office bearer of the Royal Australian Institute of Architects NSW Chapter. That architect shall act as an expert and not as an arbitrator, his decision shall be final and binding on both parties, and his costs shall be borne as he may direct.

43.6 No merger

The provision of this clause shall not merge on completion of this contract.

44. Schedule of finishes

44.1 Before completion the Vendor shall cause the:

- (a) Property to be finished as specified in the Schedule of Finishes (as modified in accordance with clause 44.2); and
- (b) Items specified in the Schedule of Finishes (as modified in accordance with clause 44.2) to be installed in the Property.

44.2 The vendor reserves the rights in its reasonable discretion and without reference to he Purchaser to alter any finish or item specified in the Schedule of Finishes to another finish or item but only of better or equivalent quality.

44.3 If a disagreement under this clause is referred to an Expert:

- (a) the Expert acts an expert and not as an arbitrator;
- (b) the Expert's decision is final and binds the parties; and
- (c) the cost of the decision shall be borne as he may direct and if no direction is made, by the party who requested that the disagreement be referred to an Expert.

45. Selling and leasing activities

45.1 Sale of lots

Both before and after completion and until Vendor completes the sale of all lots in the Plan of Subdivision the Vendor and persons authorised by the Vendor may in its absolute discretion:

- (a) Conduct selling and leasing activities in the Building; and/or
- (b) Place and maintain in, on and about the Building sale signs, an office or other sale facilities.

45.2 No merger

The provisions of this clause shall not merge on completion of this contract.

46. Covenants and easements

46.1 At date of contract

The Purchaser acknowledges that at the date of this contract;

- (a) All easement, restrictive and positive covenants;
- (b) All leases, agreements and arrangements;
- (c) All rights and privileges; and
- (d) All dedication of land

which are desirable or necessary for the Vendor to create, enter into, grant, transfer or dedicate in favour of the Council, the Registrar General, any competent authority or any other person may not have been created entered into, granted, transferred or dedicated.

46.2 Right of Vendor to create easements, etc

If it is necessary or desirable for the vendor to create easements and other matters referred to in clause 46.1, the Vendor may do so and the Purchaser cannot make a claim, objection or requisition in respect of that creation, entering into, grant, transfer, or dedication.

46.3 Notice of creation of easement, etc

The Vendor shall notify the Purchaser in writing of any easement, restrictive or positive covenant being created or any lease, agreement or arrangement being entered into or any right or privilege being grant or any land being dedicated.

46.4 Dispute resolution

If there is a dispute between the parties as to whether any easement, restrictive or positive covenant, lease, agreement, right or privilege created, entered into or granted by the Vendor substantially and detrimentally affects the Purchaser's use and enjoyment of the property then the matter shall be referred to an independent architect nominated by the President or other senior office bearer of the Royal Australian Institute of Architects NSW Chapter. That architect shall act as an expert and not as an arbitrator, his decision shall be final and binding on both parties, and his costs shall be borne as he may direct.

47. Not Used

48. Construction

48.1 Obligations of Vendor

The Vendor must cause the Development Activities to be carried out with all expedition in a proper and workmanlike manner in general accordance with the Development Approval and the Plans.

48.2 Occupation certificate conclusive evidence

The issue of an occupation certificate in respect of the Property or the Building is conclusive evidence that the Property or the Building has no Major Defects and that the Vendor has complied with the Vendor's obligation under clause 48.1.

48.3 Acknowledgement by Purchaser

The Purchaser acknowledges that Development Activities may not be completed and that it may be necessary for the Vendor to continue to carry out Development Activities after the date of completion of this Contract.

48.4 Objections by Purchaser

The Purchaser may not make any objection, requisition or claim, delay completion or rescind or terminate because the Vendor carries out Development Activities after the date of completion of this Contract, nor may the Purchaser claim damages from the Vendor or its Contractors or agents or seek to restrain the Vendor or its Contractors or agents in respect of the carrying out of Development Activities

48.5 Development Activities

The Vendor must cause the Development Activities to be carried out with all due expedition in a proper and workmanlike manner substantially in accordance with the Development Approval and the Plans and in carrying out Development Activities the Vendor must use all reasonable endeavours to ensure that the Purchaser is caused as little inconvenience as is reasonably possible.

49. Services

49.1 Installation and connection of services

- (a) The Purchaser acknowledges that the Vendor has no responsibility for the installation or connection of any services other than those which the Vendor may be required to provide by a Relevant Authority
- (b) The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the installation or connection of any services.

49.2 Drainage Diagram

- (a) The Purchaser acknowledges that at the date of this Contract an accurate diagram for the Land from the appropriate sewerage authority showing where the sewer will affect the Land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out at all times with the approval of the appropriate sewerage authority and this warranty shall not merge on completion.
- (b) The issue of an occupation certificate by council or the vendor's private certifier shall be conclusive evidence that the Vendor has completed with this warranty.
- (c) Completion is not subject to or conditional upon the Vendor providing any updated diagram from the appropriate sewerage authority.

49.3 No merger

The provision of this clause shall not merge on completion of this contract.

50. FIRB Requirements

The Purchaser warrants that if it is a foreign person as defined in the Foreign Acquisitions and Takeover Act 1975 (the "FIRB Act"), it has obtained the consent of FIRB in accordance with the provision of the FIRB Act to its purchaser of the Property. The Purchaser hereby indemnifies the Vendor against all liabilities, loss damage and expenses the Vendor may suffer or incur as a direct or indirect result of a breach of this warranty.

51. Goods and Services Tax

- 51.1 The purchase price of the Property and any consideration to be paid or provided under this Contract is expressed to be on a GST inclusive basis and the Vendor shall not be required to provide the Purchaser with a tax invoice on completion.

- 51.2 The parties agree that the margin scheme will be applied by the Vendor in calculating its GST liability on this sale. The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of the Vendor applying the margin scheme in calculating its GST liability in relation to the sale of the property to the Purchaser.

52. Goods and Services Tax Withholding Obligation

- (a) The parties acknowledge that this clause applies only in the circumstances where the purchaser must make an RW payment.
- (b) The Vendor may at any time 14 days before the date of completion serve on the purchaser details (or amended details) of the RW Payment.
- (c) The Purchaser must:
- (i) at least 10 business days before the date for completion; or
 - (ii) within 2 business days following the issue of any amended details issued under clause 52(b),
- whichever is the later and time being of the essence, serve on the vendor a copy of the duly completed and submitted "GST property settlement withholding notification form" (including a copy of the confirmation screen which displays the lodgement reference number) submitted to the Australian Tax 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.
- (d) Subject to clauses 52(g) and 52(h), the purchaser must on or before Completion:
- (i) hand to the vendor (for the vendor to hold subject to clause 52(f) a bank cheque for the RW payment payable to the Deputy Commissioner of Taxation; and
 - (ii) hand to the Vendor a "GST property settlement date confirmation form" duly completed and capable of submission to the Australian Tax Office.
- (e) The purchaser irrevocably authorises the vendor and its legal representative to complete or amend as the case may be any details on the "GST property settlement date confirmation form" as may be necessary in order to ensure the proper and prompt lodgement and processing by the Australian Taxation Office of payment of the RW Payment.
- (f) The Vendor undertakes to pay the RW Payment received under clause 52(d) promptly to the Australian Taxation Office together with the completed "GST property settlement date confirmation form", and in any event not later than 3 business days following completion.
- (g) The Purchaser may:
- (a) at least 10 business days before the date of completion; or
 - (b) within 2 business days following the issue of any amended details under clause 52(b)
- whichever is later and time being of the essence, pay the RW payment direct to the Australian Taxation Office and submit the "GST property settlement date confirmation form", in which case the purchase must at the same time as payment and lodgement notify the vendor in writing of such payment and submission of the form and provide the vendor with:
- (aa) evidence of receipt of payment from the Australian Taxation Office of the RW Payment;
 - (ab) a copy of the "GST property settlement date confirmation form" duly completed and submitted to the Australian Tax Office; and
 - (ac) a copy of the confirmation screen which displays the ATO receipt ID by the purchaser of the "GST property settlement date confirmation form".

- (h) In the event that the parties settle the matter electronically then the parties acknowledge that payment of the RW Payment under clause 52(d)(i) shall be made through the electronic platform used.

53. Assignment, Novation or Resale

- 53.1 If the purchaser wants to assign, novate, or otherwise dispose of its interest in this contract or the Property prior to completion:
- (a) The Purchaser may only do so if it obtains the Vendor's prior written consent to do so;
 - (b) The Vendor may not withhold its consent if before the transaction takes effect the Purchaser:
 - (i) gives the Vendor particulars of the transaction including the total consideration payable; and
 - (ii) satisfied the vendor the new purchaser has same obligations to the Vendor as the Purchaser under this contract.

54. Home Building Act

- 54.1 The Home Building Act requires residential building work (whether or not done under a contract) to be insured. Section 96A of the Home Building Act 1989 requires a vendor to provide certificate of insurance and explanatory brochure in respect of residential building work to the Purchaser
- 54.2 In the event that the Vendor is not exempt from providing the Purchaser with a certificate of insurance in respect of the residential building work to construct the Building, the Vendor will provide the same to the Purchaser within 14 days of the certificate being issued.

55. Access to the Building Site

- 55.1 The Purchaser acknowledges and agree that they are not entitled to access the building site during construction and prior to completion of the contract unless they are accompanied by a representative of the vendor.

56. Address of Property

- 56.1 The Purchaser acknowledges that the address of the property at completion may be different from the address of the property referred to on the Front Page and the purchaser cannot make any *requisition* or claim, delay completion or rescind or terminate because of any such difference.

57. Booklets and Instructions

- 57.1 On completion, the Vendor shall give the Purchaser all manuals, instruction booklets, warranties, guarantees and other similar documents which the Vendor has in its possession on completion and which relate to the equipment, furnishings and chattels situated at the Property.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	BKC GROUP HOLDINGS PTY LTD
PROPERTY	(Lot 1) 74A Primrose Avenue, Rydalmere NSW 2116

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

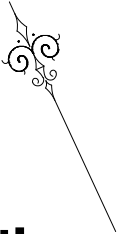
DETAILS					
Completion	21 days after registration of plan of subdivision and OC		Refer to clause(s):	CI 33.1	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	CI 33.1, 40.1, and 40.3
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	CI 41.2 provides of the imposition of interest in the event that the purchaser does not completion on time.		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	CDC-05856-S8G9		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Building Professionals Australia Tel: (02) 9099 0372		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 40.3 provides that either party may rescind if the plan of subdivision is not registered by the sunset date.		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input checked="" type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

Plans are referenced in certificate number
200460 issued by:
Registered Certifier: Peter Shahatit
Registration Reference: BDC3022
BDC Categories: Certifier – Hydraulic (stormwater), Road
and Drainage, Stormwater, Strata & Subdivision
Subdivision Certifiers Pty Ltd
Date: 28/06/2021



PS



LOT 103
DP 36565

LOT 19
DP 35699

LOT 2
AREA 309.6 m² BY CALC

LOT 1
AREA 310.4 m² BY CALC

LOT 105
DP 36565

PRIMROSE AVENUE

(RWT) RAIN WATER TANK

(OSD) ONSITE DETENTION

(A) EASEMENT TO DRAIN WATER 1.0 WIDE

BOUNDARY DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY

GEOFFREY GALLEN

REGISTERED SURVEYOR

No: 1083

SURVEYING AND SPATIAL INFORMATION REGULATION 2020						
MARK	M.G.A CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
SSM 76509	319 274.6	6 256 449.7	B	2	FROM SCIMS	FOUND
SSM 125921	319 706.3	6 255 988.9	B	2	FROM SCIMS	FOUND
SSM 76509	319 274.6	6 256 449.7	B	2	FROM SCIMS	FOUND
DATE OF SCIMS COORDINATES: 06 MAY 2020 MGA ZONE : 56 MGA DATUM : GDA2020 COMBINED SCALE FACTOR = 1.000018 ZONE: 56.						

Surveyor: GEOFFREY FRANCIS GALLEN
Date of Survey : 06.05.2021
Surveyor's Ref : 21/3312 DR SUB

PLAN OF SUBDIVISION OF
LOT 104 IN DP 36565

LGA: CITY OF PARRAMATTA
Locality : RYDALMERE
Subdivision No:
Lengths are in metres. Reduction Ratio 1:100

Registered
DRAFT

DP

PLAN FORM 6_E (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:			DP		
Title System: TORRENS					
PLAN OF SUBDIVISION			LGA: CITY OF PARRAMATTA		
LOT 104 IN DP 36565			Locality: RYDALMERE		
			Parish: FIELD OF MARS		
			County: CUMBERLAND		
<div>Survey Certificate</div> <p>I, GEOFFREY FRANCIS GALLEN of EAST WEST SURVEYORS PTY LTD OFFICE 2, 123 MIDSON ROAD, EPPING 2121 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 06-May-2021</p> <p>(b) Partial Survey</p> <p>(c) Compilation</p> <p>Datum Line: "X"-"Y"</p> <p>Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/></p> <p>Signature: _____ Dated: 13-May-2021</p> <p>Surveyor Identification No: 1083</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p>			<div>Crown Lands NSW/Western Lands Office Approval</div> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p> <div>Subdivision Certificate</div> <p>I, Registered Certifier certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: _____</p> <p>Registration number: _____</p> <p>Consent Authority: _____</p> <p>Date of endorsement: _____</p> <p>Subdivision Certificate number: _____</p> <p>File number: _____</p>		
Plans used in the preparation of survey.			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		
DP 36565					
Surveyor's Reference: 21/3312 DRAFT SUB					
Signatures, Seals and Section 88B Statements should appear on the following sheet(s)					

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION**

LOT 104 IN DP 36565

DP

Subdivision Certificate number:

Date of Endorsement:

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;

CREATE

1.EASEMENT TO DRAIN WATER 1.0 WIDE

2.POSITIVE COVENANT

3.RESTRICTION ON USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21/3312 DRAFT SUB

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION**

LOT 104 IN DP 36565

DP

Subdivision Certificate number:

Date of Endorsement:

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1		74A	PRIMROSE	AVENUE	RYDALMERE
2		74	PRIMROSE	AVENUE	RYDALMERE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21/3312 DRAFT SUB

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION**

LOT 104 IN DP 36565

Subdivision Certificate number:

Date of Endorsement:

DP

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

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

SIGNATURES AND SEALS

BKC GROUP HOLDINGS PTY.LTD.

ABN:

ACN:

.....

Name of Witness

.....

Name of Sole director and Secretary

.....

Signature of Witness

.....

Signature of Sole director and Secretary

.....

Address of Witness

CONSENT OF MORTGAGEE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21/3312 DRAFT SUB

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

Sheet 1 of 6 Sheets

Plan: Plan of Subdivision of Lot 104 in
DP 36565
Covered by subdivision certificate
No:
Dated:

Full name and address **BKC GROUP HOLDINGS PTY.LTD.**

74 Primrose Avenue
Rydalmere

of the owner of the Land: NSW 2116

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 lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to drain water 1.0 wide (A)	Lot 1	Lot 2
2	Positive Covenant	Lot 1 Lot 2	City of Parramatta Council
3.	Restriction on the use of land	Lot 1 Lot 2	City of Parramatta Council

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

Sheet 2 of 6 Sheets

Plan: Plan of Subdivision of Lot 104 in
DP 36565
Covered by subdivision certificate
No:
Dated:

PART 2 (Terms)

1) Terms of Easement to drain water 1.0 wide numbered 1 in the plan

- full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and
- every person authorized by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and
- together with the right for the grantee and every person authorized by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part, and
- for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorized by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Name of the authority empowered to release, vary or modify the easement referred to 1 in the above mentioned plan: The City of Parramatta Council

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

Sheet 3 of 6 Sheets

Plan: Plan of Subdivision of Lot 104 in
DP 36565
Covered by subdivision certificate
No:
Dated:

2) Terms of Positive Covenant numbered 2 in the plan

1. The registered proprietors of the lots hereby burdened will in respect of the system:
 - a) Keep the system clean and free from silt, rubbish and debris.
 - b) Maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner.
 - c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant.
 - d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
 - a) In the event that the registered proprietors fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1 (d) above.
 - b) The Council may recover from the registered proprietors in a Court of competent jurisdiction:
 - i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work
 - ii) Legal cost on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to

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

Sheet 4 of 6 Sheets

Plan: Plan of Subdivision of Lot 104 in
DP 36565
Covered by subdivision certificate
No:
Dated:

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.

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

For the purpose of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plan approved byas Construction Certificate No..... on including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

A copy of this Construction Certificate is held on Council File No.....

**Name of the Authority having the power to release, vary or modify the Positive Covenant
is City of Parramatta Council**

3) Terms of Restriction on the use of land numbered 3 in the plan

The registered proprietor shall not make or permit or suffer-the making of any alterations to any on-site stormwater detention system which is constructed on the lot(s) burdened without the prior consent writing of City of Parramatta Council. The expression "on site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on site stormwater detention system constructed on the lots burdened is hereafter referred to as "the system". The on-site stormwater detention system is detailed on the plans approved byas Construction Certificate No:on.....

A copy of this Construction Certificate is held on Council File No:

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

Sheet 5 of 6 Sheets

Plan:

Plan of Subdivision of Lot 104 in
DP 36565
Covered by subdivision certificate
No:
Dated:

**Name of the Authority having the power to release, vary or modify the Restriction on the
use of land is City of Parramatta Council**

City of Parramatta Council by its authorised delegate pursuant to s.377 Local Government Act
1993

Signature of Delegate

Name of Delegate

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

Signature of Witness

Name of Witness

Address of Witness

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

Sheet 6 of 6 Sheets

Plan: Plan of Subdivision of Lot 104 in
DP 36565
Covered by subdivision certificate
No:
Dated:

SIGNATURES AND SEALS

BKC GROUP HOLDINGS PTY.LTD

ABN:

ACN:

.....
Name of the Witness

.....
Name of the Sole Director and Secretary

.....
Signature of the Witness

.....
Signature of the Sole Director and Secretary

.....
Address of the witness

CONSENT OF MORTGAGEE



Schedule of Finishes

Prepared for BKC Group Holdings Pty Ltd

A New Dual Occupancy Construction

74 & 74A Primrose Avenue Rydalmere NSW 2116

JF Design Studio Pty Ltd T/A JF Group Australia

Suite 404 / 29-31 Lexington Dr Bella Vista NSW 2153

Admin@jfgrouppaustralia.com

Builder Lic # 356951C





External General:

External Wall	James Hardie Axon Wall Cladding and PGH Face Bricks
Roof	Timber roof frame with Metal Sheetting
Screening	Powder coated aluminium framed
Windows	Powder coated aluminium framed and glazed
Sliding Door	Powder coated aluminium framed and glazed
Balustrade	Frameless Glass with Matt Black Top Rail

Internal General:

Internal Door	Finishing coat painted upon Hollow Core door
Ceiling	Finishing coat painted upon plasterboard
Ceiling Fan	Remote Control Ceiling Fan

Floors:

Kitchen	Porcelain Tile
Dining/Living	Porcelain Tile
Laundry	Porcelain Tile
Bathroom	Porcelain Tile
Bedroom	Porcelain Tile and Laminate Timber Floor

Walls:

Party Wall	Double Bricks
Inter Tenancy Wall	Painted Plasterboard
Bathroom	Porcelain Tile
Laundry	Painted Plasterboard with 20mm Stone Splashback

Kitchen:

Joinery	Melamine and Laminate Timber with soft close and Poly Coated Panels
Benchtop	40mm Stone
Splashback	20mm Stone
Oven	Daniella Italy 600mm Oven
Cooktop	Daniella Italy 5 Burners Gas Cooktop
Range hood	Daniella Italy 700mm Integrated Range hood
Dishwasher	Electronic 600mm Dishwasher
Sink	Double Bowls with Drainboard Granite Top mount Sink
Sink Mixer	Pull Out Brush Gold Sink Mixer

Bathroom:

Vanity	Wall Hung Vanity with Stone Top
Toilet Suite	Rimless Back to Wall Toilet
Tap Set	Matt Black Mixer for Shower head, Basin and Bath
Shower Screen	Black Framed Sliding Glass
Bathtub	1700mm Free Standing Bathtub



Alfresco/BBQ:

Joinery	Melamine and Laminex Timber with Soft Close and Matt Black Door Handle
Benchtop	20mm Stone
Splashback	20mm Stone
Cooktop	Daniella Italy 4 Burners Gas Cooktop
Sink	Single Bowl Granite Sink Top Mounted
Sink Mixer	Matt Black Sink Mixer
Ceiling Fan	Electrical Power Generated Ceiling Fan with Switch

Electrical:

Lighting	LED Downlights & Cylinder Lights internally throughout
Intercom	WiFi Integrated Video Intercom System
CCTV	4 Ways Surveillance Camera with Monitor and Storage
Alarm	Bosch Alarm Security System with Screen Control Panel
Entrance Door Lock	Samsung Electrical Digital Door Lock
Garage Door Lock	Remote Control Motorised Door Lock

Air Conditioning:

Air Con	Bulkhead Ducted Reverse Cycle Zoned Air Conditioning
---------	--

Wardrobe:

Joinery Doors	Frosted Glass Sliding Doors
---------------	-----------------------------



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 104/36565

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/9/2021	3:27 PM	6	10/12/2020

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

LAND

LOT 104 IN DEPOSITED PLAN 36565
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP36565

FIRST SCHEDULE

BKC GROUP HOLDINGS PTY LTD (T AQ633566)

SECOND SCHEDULE (1 NOTIFICATION)

1 AQ633567 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

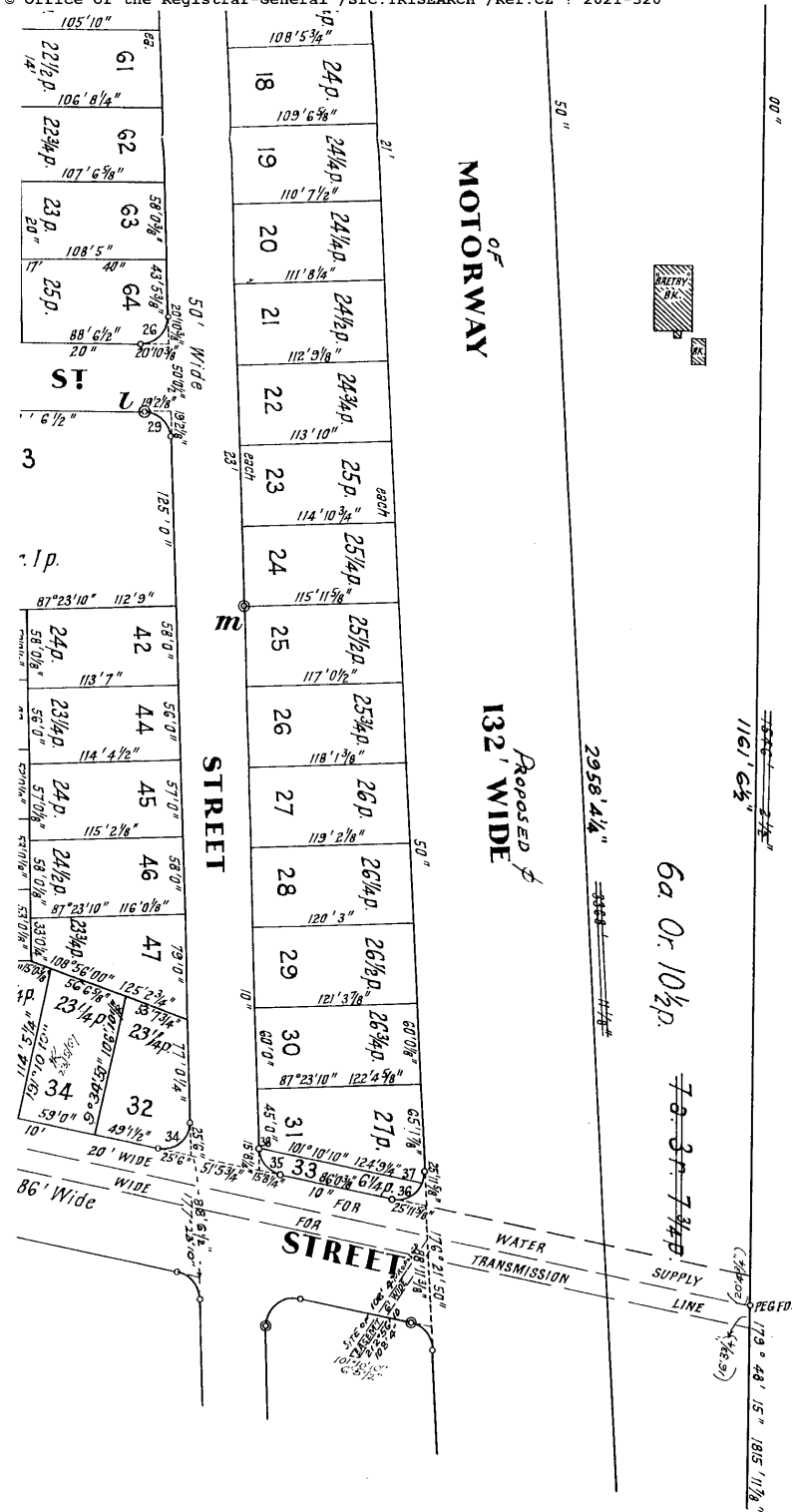
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CZ ! 2021-320

PRINTED ON 24/9/2021

* 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. triSearch 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.



Permanent Marks			
COR.	BEARING	DISTANCE	FROM
b	270° 00' 00"	1' 6"	BLOCK
c	270° 00' 00"	1' 6"	
d	278° 33' 40"	1' 6"	
e	269° 17' 40"	1' 6"	
f	0° 00' 00"	1' 6"	
g	0° 00' 00"	1' 6"	CONCRETE
h	87° 23' 10"	1' 6"	
i	269° 17' 40"	1' 6"	
k	179° 47' 20"	1' 6"	
l	179° 47' 20"	1' 6"	
m	87° 23' 10"	1' 6"	
n	269° 17' 40"	1' 6"	

D.P. 36565 ©

SHT 1/2

I certify that the additions and amendments to lot 86 have been made by me in accordance with Survey Practice Regulations 1933.

P. Raymond
 Registered Surveyor, 21st May, 1958.

I, James Thomas Stephens Ryan, of 182 Phillip St., Sydney, a Surveyor registered under the Surveyor's Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 *~~by me~~ (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on 1st December, 1950, and the reference marks have been placed as shown hereon. Placing of permanent marks has been deferred.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

(Signature) *James Thomas Stephens Ryan*
 Surveyor registered under the Surveyors Act, 1929.

Date of Survey

*Strike out either (1) or (2).

†Insert date of Survey.

Stephens Ryan, of 182 Phillip St., Sydney, declared before me at Strathfield May 1955 that the permanent marks, of the nature shown, have been placed.

James Thomas Stephens Ryan
 Registered Surveyor

Declared before me at Strathfield May 1955

James T. P.
 J.P.

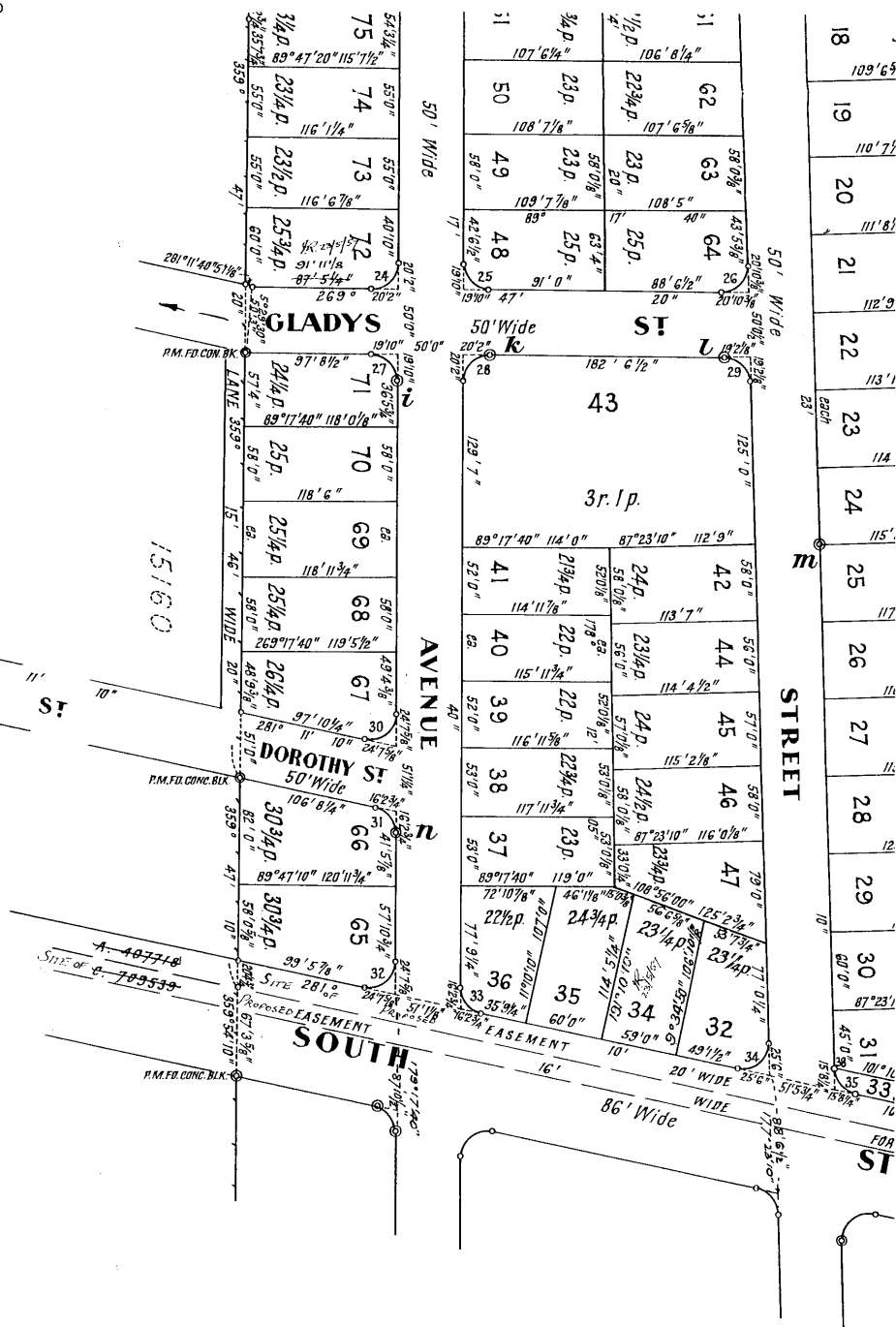
Subscribed and declared before me at Sydney this 30th day of March A.D. 1951

James T. P.
 J.P.

of Vide H.C.A. 3515966 + 3515967

18	341° 32' 30"	50' 0"	50' 3"	
19	354° 25' 25"	15' 0"	15' 0 1/8"	
20	46° 04' 00"	27' 9"	30' 8"	20' 0"
21	101° 31' 15"	38' 0"	38' 3 1/8"	95' 1 1/2"
22	145° 12' 55"	101' 3 1/2"	106' 10"	"
23	0° 42' 43"	39' 8"	39' 8"	801' 8 1/2"
24	224° 32' 30"	28' 4 7/8"	31' 7 1/2"	20' 0"
25	314° 32' 30"	28' 1 7/8"	31' 2 7/8"	"
26	223° 35' 15"	28' 10 1/2"	32' 3"	"
27	134° 32' 30"	28' 1 7/8"	31' 2 7/8"	"
28	44° 32' 30"	28' 4 7/8"	31' 7 1/2"	"
29	133° 35' 15"	27' 0 3/4"	30' 7"	"
30	230° 14' 25"	31' 0 3/4"	35' 6 7/8"	"
31	140° 14' 25"	25' 2 3/4"	27' 3 1/4"	"
32	230° 13' 55"	31' 0 3/4"	35' 6 3/4"	"
33	320° 13' 55"	25' 2 1/2"	27' 3 1/4"	"
34	229° 16' 40"	31' 5 1/2"	36' 2 3/4"	"
35	318° 56' 00"	24' 6"	26' 4 1/2"	"
36	243° 24' 30"	24' 5 1/2"	26' 4 3/8"	"
37	191° 00' 20"	10' 1 3/8"	10' 2 3/8"	"
38	357° 02' 40"	0' 2 7/8"	0' 2 7/8"	"

270 269
 DOROTHY ST
 281° 11' 40" 5 1/8"



NOTE :-

RESTRICTIVE COVENANTS, IF ANY, WILL BE EMBODIED
 IN THE TRANSFERS OF THE LOTS SHOWN HEREON.
 IT IS INTENDED TO DEDICATE PRIMROSE AVE., FALLON ST,
 GLADYS ST, DOROTHY ST, SOUTH ST, ANTOINE ST. AND
 JOHN ST. TO THE PUBLIC.

D.P. 36565 ©

SHT 1/2

I, James Thomas Stephens Ryan, of 182 Phillip St, Sydney,
 a surveyor registered under the Surveyors Act, 1929, do
 hereby declare that the permanent marks, of the nature
 and in the positions shown, have been placed.

James Thomas Stephens Ryan
 Registered Surveyor

Subscribed and declared before me at Strathfield
 this 29th day of May 1955

J. E. Murray, J.P.
 J.P.

Approved by Council & Covered by Council Clerk's Certificate

No. _____ of _____

Council Clerk.

Datum line of Azimuth A-B.

D.P. 36565

1.839-5.44. L.1248, 1249, 1596

PLAN

In 2 Sheets . Sheet 1

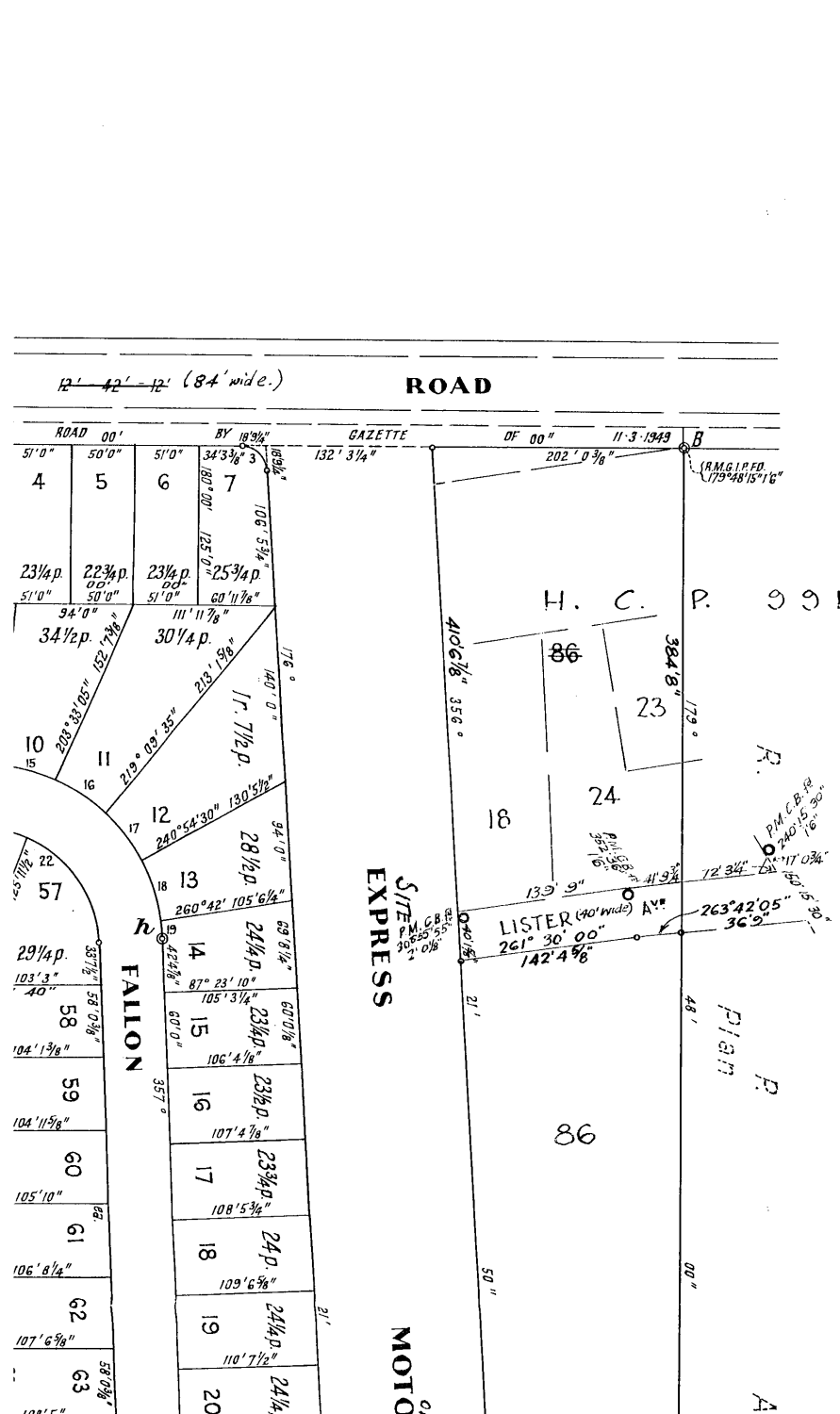
part of Lot 2, Section A, Vineyard Estate

ARS COUNTY OF CUMBERLAND

100 feet to an inch

DP 36565 (E)

FORMERLY
H.C.P. 1565



M.M.

5800125 0086515

Plan Form No. 1 (for Deposited Plan)

Municipality of
Shire of
City of Parramatta

G170685 13-10-54

D.P. 36565 ©

SHT 1/2

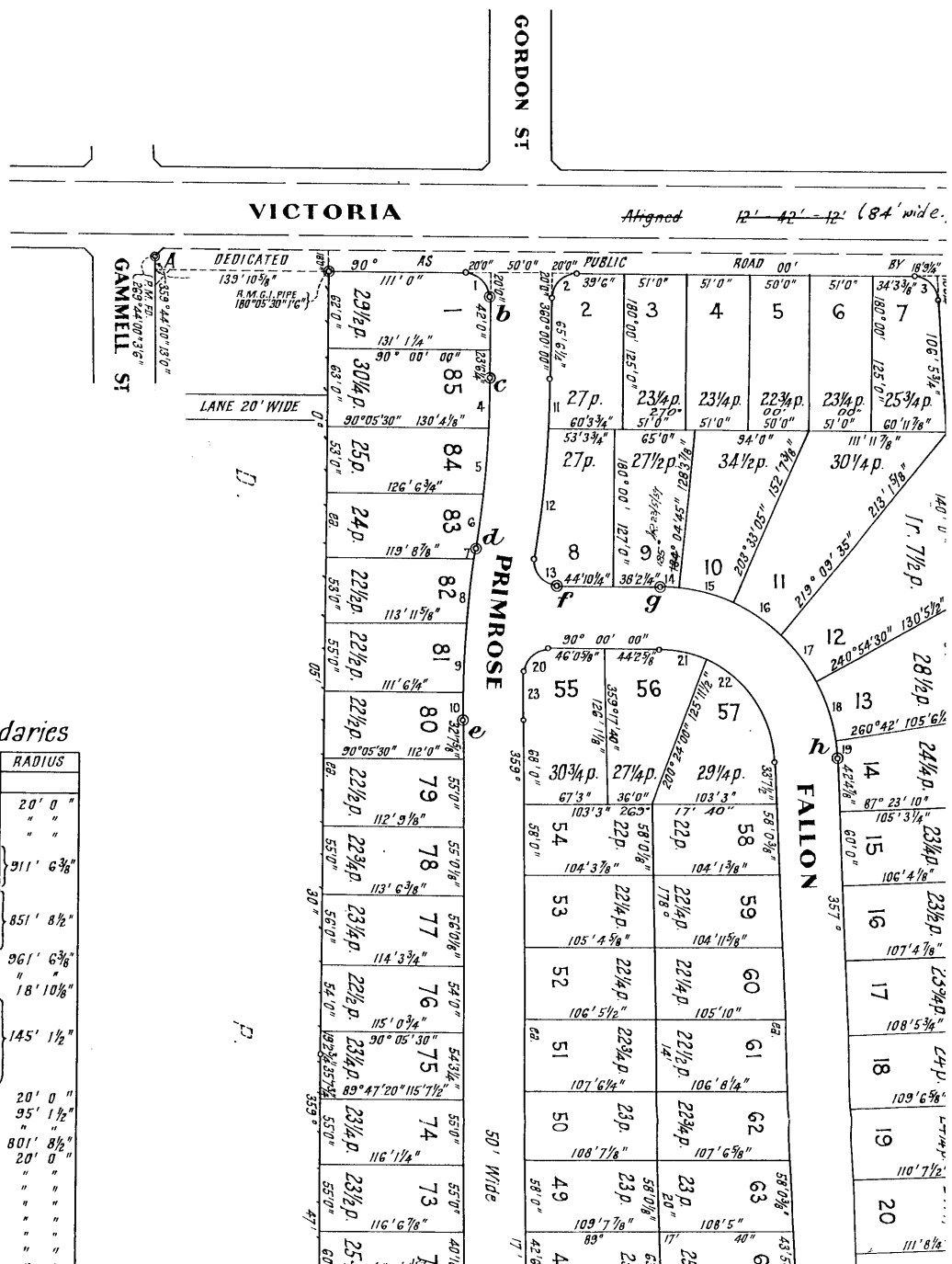
PARISH OF FIELD OF MARS COURT

Scale: 100 feet to an

PLAN

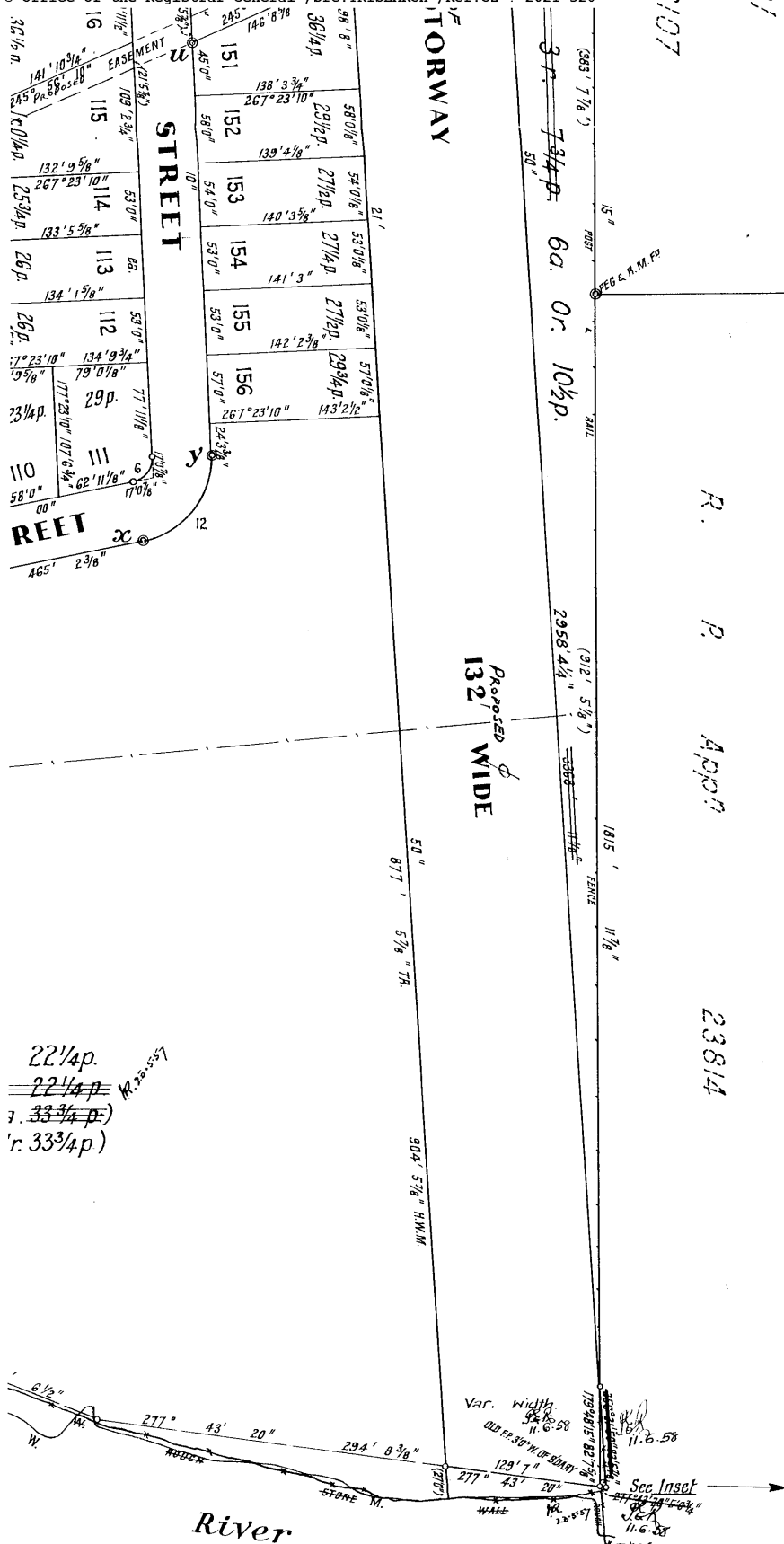
of subdivision of part of Lot 2, Sect

H.C.P.

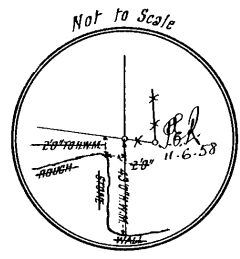


Reference to Curved Boundaries

LINE	BEARING	CHORD	ARC	RADIUS
1	135° 00' 00"	28' 3 3/8"	31' 5"	20' 0"
2	45° 00' 00"	" "	" "	" "
3	133° 10' 55"	27' 4 1/2"	30' 1 3/4"	" "
4	181° 14' 50"	39' 8 3/8"	39' 8 3/8"	" "
5	184° 09' 55"	53' 1 1/2"	53' 1 1/2"	911' 6 3/8"
6	187° 14' 54"	44' 11 3/8"	44' 11 3/8"	" "
7	188° 22' 32"	8' 5 7/8"	8' 5 7/8"	851' 8 1/2"
8	186° 17' 48"	55' 3 3/8"	55' 3 3/8"	" "
9	182° 39' 03"	55' 0 3/8"	55' 0 3/8"	" "
10	180° 02' 48"	22' 4 3/8"	22' 4 3/8"	961' 9 3/8"
11	1° 10' 36"	39' 5 7/8"	39' 5 7/8"	" "
12	5° 30' 26"	105' 9 3/8"	105' 10 1/8"	" "
13	319° 19' 50"	28' 7"	32' 5 1/8"	18' 10 1/8"
14	273° 03' 20"	15' 5 3/8"	15' 5 3/8"	" "
15	285° 13' 46"	46' 0"	46' 2 1/4"	145' 1 1/2"
16	303° 28' 01"	" "	" "	" "
17	322° 06' 15"	48' 0"	48' 2 1/2"	" "
18	341° 32' 30"	50' 0"	50' 3"	" "
19	354° 25' 25"	15' 0"	15' 0 3/8"	20' 0"
20	46° 04' 00"	27' 9"	30' 8"	95' 1 1/2"
21	101° 31' 15"	38' 0"	38' 3 3/8"	801' 8 1/2"
22	145° 12' 55"	101' 3 3/8"	106' 10"	20' 0"
23	0° 42' 43"	39' 8"	39' 8"	" "
24	224° 32' 30"	28' 4 3/8"	31' 7 1/8"	" "
25	314° 32' 30"	28' 1 7/8"	31' 2 7/8"	" "
26	223° 35' 15"	28' 10 1/8"	32' 3"	" "
27	184° 32' 30"	28' 1 7/8"	31' 2 7/8"	" "
28	184° 32' 30"	28' 4 3/8"	31' 7 1/8"	" "
29	12° 35' 15"	27' 8 3/8"	30' 7"	" "
30	14° 14' 25"	31' 0 3/8"	35' 6 7/8"	" "



Permanent Marks			
COR.	BEARING	DISTANCE	FROM
o	191° 10' 10"	1' 6"	BLOCK
p	269° 17' 40"	1' 6"	
q	87° 23' 10"	1' 6"	
r	191° 10' 10"	1' 6"	
s	269° 17' 40"	1' 6"	
t	269° 17' 40"	1' 6"	CONCRETE
u	87° 23' 10"	1' 6"	
v	269° 17' 40"	1' 6"	
w	182° 56' 00"	1' 6 1/2"	
x	168° 21' 00"	1' 6"	
y	87° 23' 10"	1' 6"	



I, a Surveyor registered under the Surveyor's Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 (1) by me (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on 11.6.58 and the reference marks have been placed as shown hereon.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900

Subscribed and declared before me at Sydney
this _____ day of _____ A.D. 19 _____

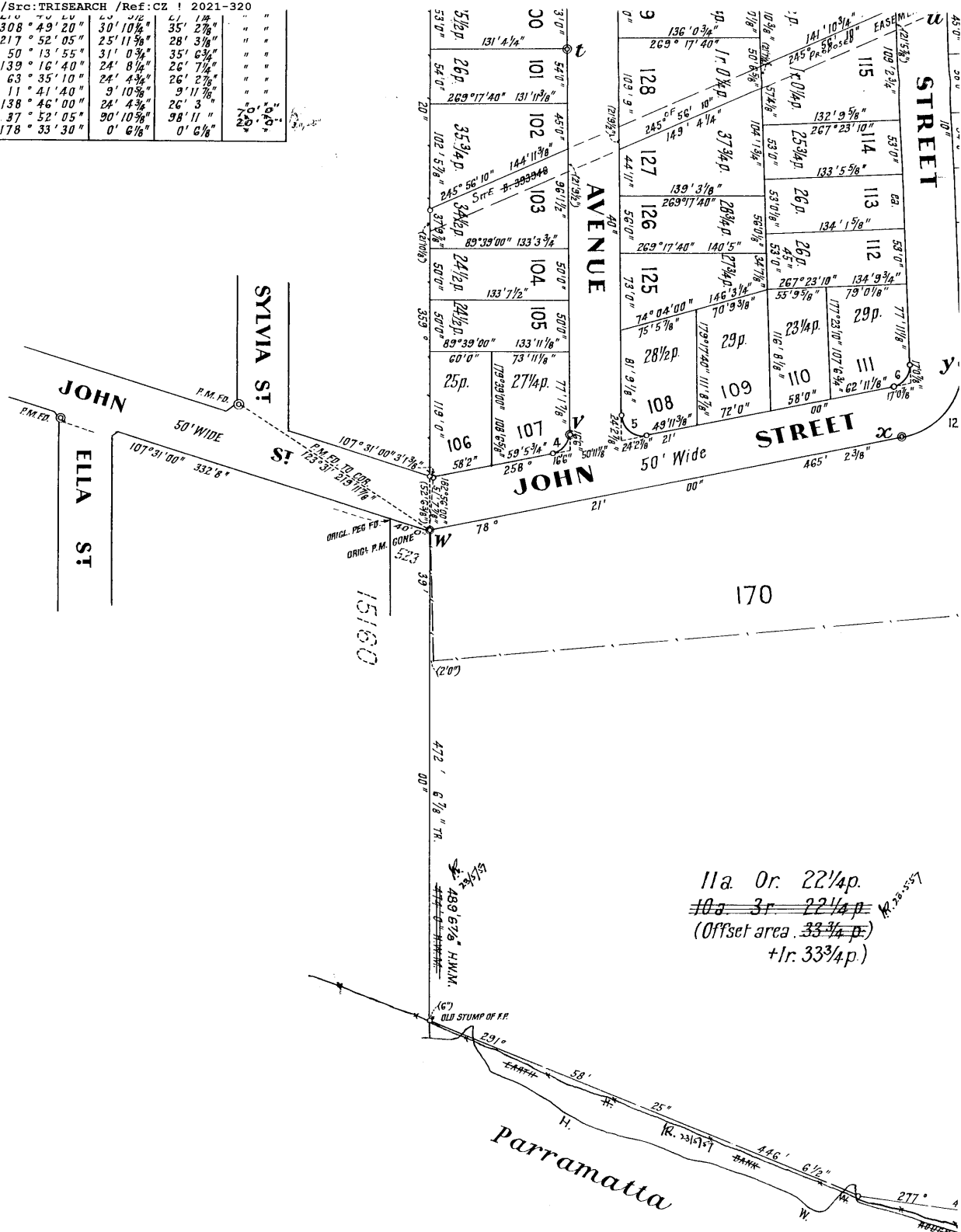
(Signature) _____
Surveyor registered under the Surveyors Act, 1929.

J.P. Date of Survey _____

*Strike out either (1) or (2). |Insert date of Survey.

Q Vide HCA 655986 + G60085

5	308° 49' 20"	30' 10 1/2"	35' 2 1/2"	"	"
6	217° 52' 05"	25' 11 3/8"	28' 3 1/8"	"	"
7	50° 13' 55"	31' 0 3/4"	35' 6 3/8"	"	"
8	139° 16' 40"	24' 8 1/4"	26' 7 1/4"	"	"
9	63° 35' 10"	24' 4 3/4"	26' 2 1/2"	"	"
10	11° 41' 40"	9' 10 3/8"	9' 11 1/8"	"	"
11	138° 46' 00"	24' 4 3/4"	26' 3"	"	"
12	37° 52' 05"	90' 10 3/8"	98' 11"	"	"
13	178° 33' 30"	0' 6 1/8"	0' 6 1/8"	"	"



11a Or. 22 1/4p.
~~10a 3r. 22 1/4p.~~
 (Offset area . 33 3/4 p.)
 +1r. 33 3/4p.)

[Signature]
 Surveyor registered under the Surveyors Act, 1929.

D.P. 36565 ©
 SHT 2/2

Approved by Council & Covered by Council Clerk's Certificate
 No. _____ of _____
 Council Clerk.
 Datum line of Azimuth A-B. (Sheet 1)

1.839 544 L 1248, 1249, 1296

D.P. 36565

PLAN

In 2 Sheets. (Sheet 2)

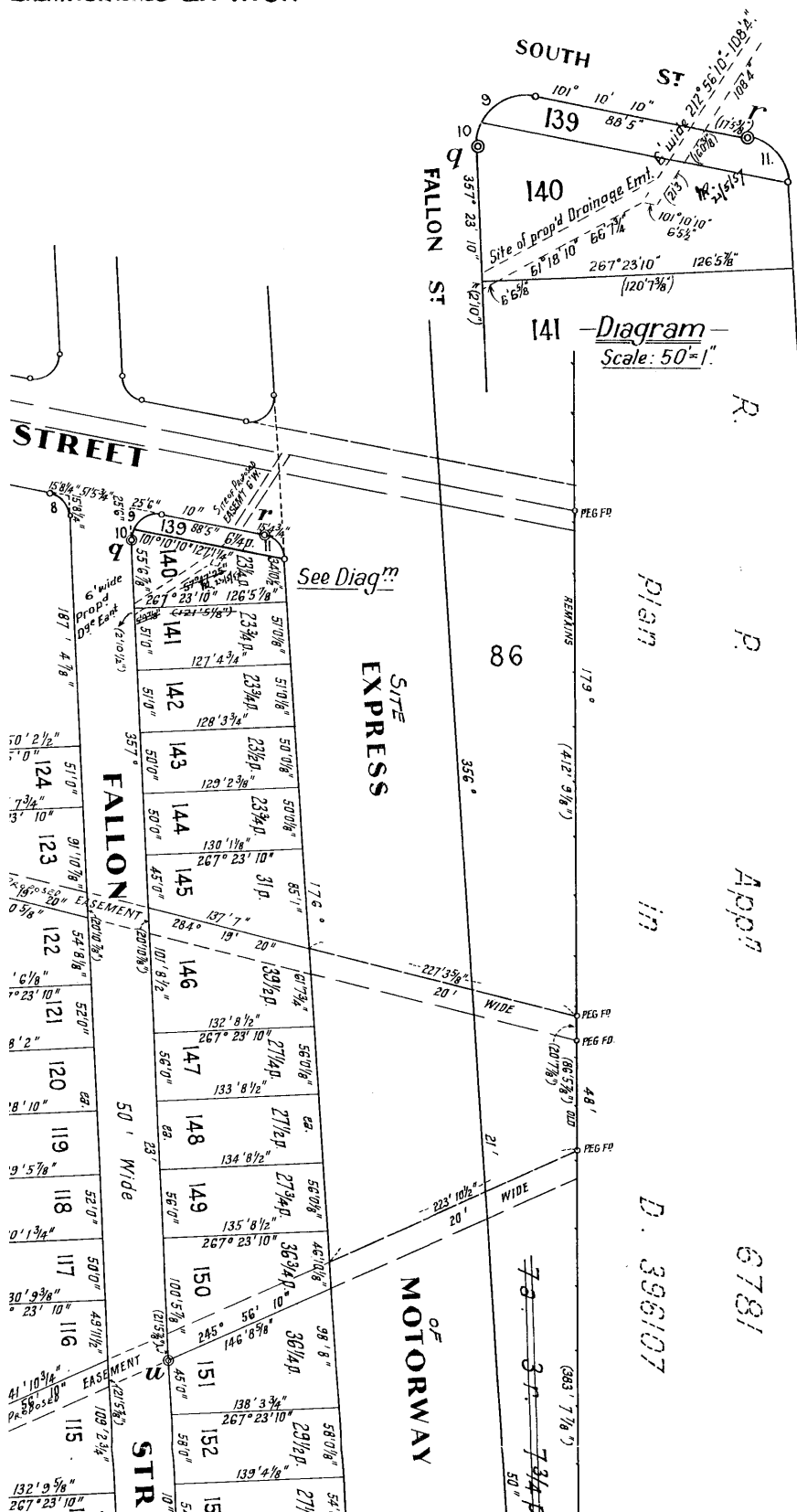
DP 36565 (E)

FORMERLY
H.C.P. 1565

ARS COUNTY OF CUMBERLAND

00 feet to an inch

M.J.M.



Plan Form No. 1 (for Deposited Plan)

Municipality of
Shire of
City of Parramatta
G170685 1310-54

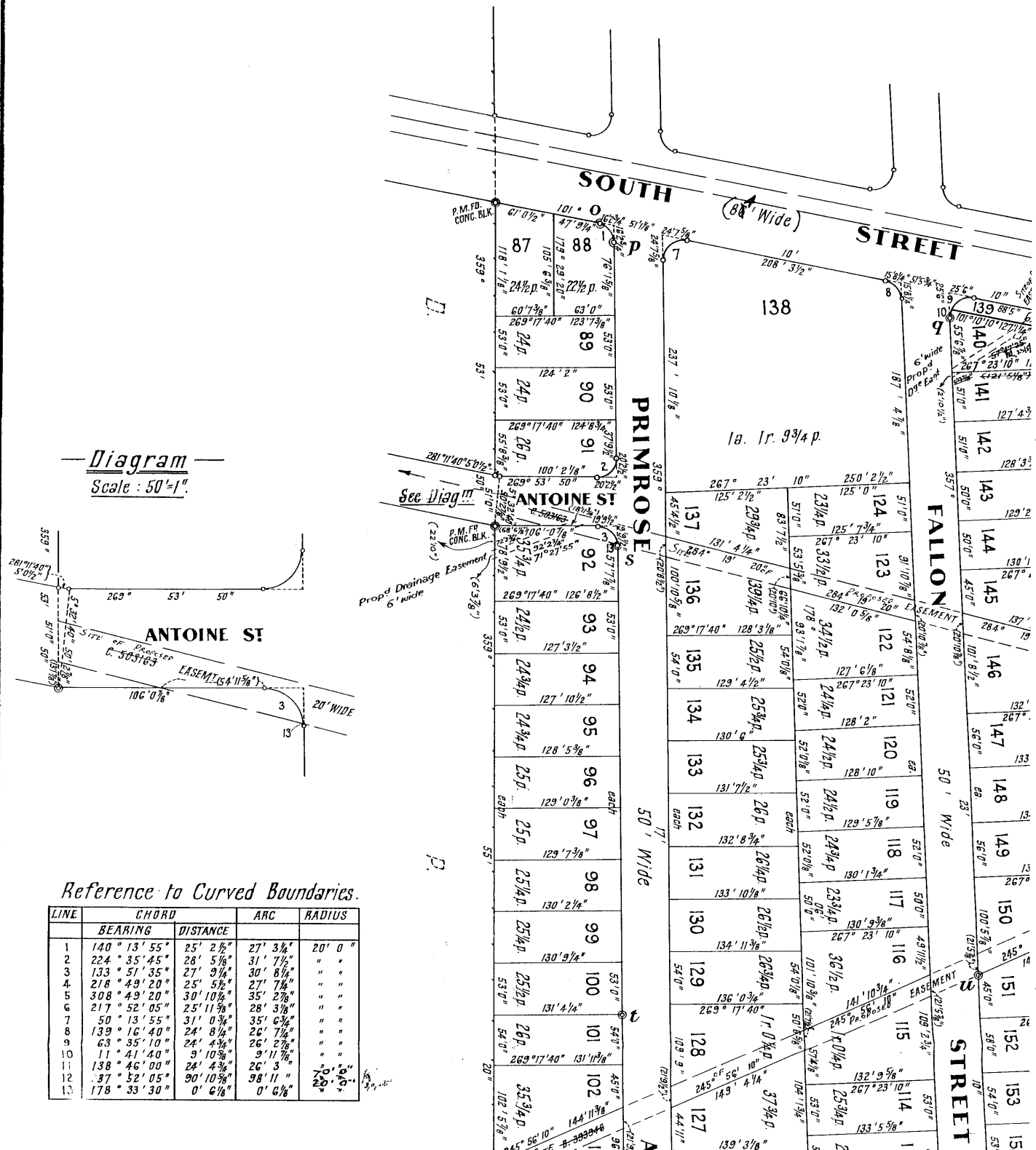
D.P. 36565 ©

SHT 2/2

PLAN

PARISH OF FIELD OF MARS COUN

Scale: 100 feet to an



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 36565	SH	1/2	CONTD
FEET INCHES	METRES		
-	2 7/8	0.073	
1	6	0.457	
2	0 1/8	0.613	
3	6	1.067	
4	1 1/8	1.353	
5	1 1/8	1.829	
6	5 7/8	2.588	
7	7/8	2.616	
8	1 3/8	3.083	
9	2 7/8	3.121	
10	3	3.962	
11	-	4.572	
12	0 1/8	4.572	
13	0 3/8	4.572	
14	5 5/8	4.715	
15	5 3/4	4.715	
16	6 1/4	4.782	
17	2 3/4	4.947	
18	3 3/4	4.972	
19	9 1/4	5.112	
20	9 1/4	5.201	
21	10 1/8	5.721	
22	1 1/8	5.744	
23	2 1/8	5.845	
24	2 3/4	5.861	
25	10	6.045	
26	-	6.096	
27	2 3/4	6.147	
28	4 3/4	6.217	
29	3 3/8	6.360	
30	4 3/8	6.817	
31	6 1/4	7.169	
32	5 7/8	7.464	
33	7 5/8	7.509	
34	2 3/8	7.680	
35	2 1/2	7.684	
36	1 1/2	7.772	
37	6	7.915	
38	11 5/8	8.036	
39	4 3/8	8.036	
40	4 1/2	8.312	
41	1 1/2	8.344	
42	8 1/4	8.439	
43	1 7/8	8.456	
44	3 3/8	8.582	
45	4 7/8	8.620	
46	10 1/2	8.658	
47	10 1/2	8.801	
48	1 3/4	9.188	
49	7	9.332	
50	8	9.332	
51	0 3/4	9.437	
52	2 7/8	9.532	
53	5 5/8	9.576	
54	7 1/8	9.592	
55	3 1/8	9.630	
56	5 1/4	9.830	
57	5 1/4	9.887	
58	7 5/8	9.947	
59	0 1/4	10.065	
60	1 1/8	10.065	
61	3 3/4	10.298	
62	7 1/2	10.298	
63	3 3/8	10.449	
64	6 3/4	10.449	
65	7 3/4	10.839	
66	10 8/3	10.839	
67	9 1/4	10.903	
68	10 9/3	10.973	
69	11 1/4	11.043	
70	2 3/4	11.119	
71	5 3/4	11.201	
72	11 5/8	11.201	
73	1 1/4	11.201	
74	3 1/4	11.201	
75	11 5/8	11.201	
76	11 5/8	11.201	
77	11 5/8	11.201	
78	11 5/8	11.201	
79	11 5/8	11.201	
80	11 5/8	11.201	
81	11 5/8	11.201	
82	11 5/8	11.201	
83	11 5/8	11.201	
84	11 5/8	11.201	
85	11 5/8	11.201	
86	11 5/8	11.201	
87	11 5/8	11.201	
88	11 5/8	11.201	
89	11 5/8	11.201	
90	11 5/8	11.201	
91	11 5/8	11.201	
92	11 5/8	11.201	
93	11 5/8	11.201	
94	11 5/8	11.201	
95	11 5/8	11.201	
96	11 5/8	11.201	
97	11 5/8	11.201	
98	11 5/8	11.201	
99	11 5/8	11.201	
100	11 5/8	11.201	

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 36565	SH	1/2	CONTD
FEET INCHES	METRES		
39	8	12.090	
40	5 5/8	12.106	
41	-	12.192	
42	1 5/8	12.233	
43	10	12.446	
44	5 7/8	12.446	
45	9 3/4	12.744	
46	4 7/8	12.802	
47	6 1/2	12.925	
48	5 1/2	12.967	
49	13 2/3	13.243	
50	2 5/8	13.476	
51	2 7/8	13.484	
52	10 1/4	13.672	
53	11 5/8	13.706	
54	-	13.716	
55	5 5/8	14.021	
56	1 1/8	14.037	
57	2 1/4	14.049	
58	4 6	14.078	
59	2 7/8	14.630	
60	9 3/8	14.868	
61	1 1/2	14.973	
62	4 3/8	15.046	
63	4 3/8	15.046	
64	-	15.240	
65	0 1/2	15.253	
66	3	15.316	
67	1 1/8	15.545	
68	1 1/4	15.573	
69	5 3/4	15.691	
70	15 6/9	15.691	
71	0 1/8	15.893	
72	1 1/8	16.154	
73	1 1/2	16.156	
74	1 1/2	16.193	
75	3 3/8	16.196	
76	3 3/4	16.250	
77	3 7/8	16.253	
78	3 1/4	16.351	
79	3 1/4	16.452	
80	3 1/4	16.452	
81	0 1/8	16.764	
82	0 1/8	16.767	
83	0 3/8	16.783	
84	0 7/8	16.786	
85	-	17.069	
86	1 1/8	17.072	
87	6 5/8	17.237	
88	0 1/8	17.374	
89	1 1/8	17.374	
90	4	17.475	
91	10 3/4	17.647	
92	1 1/8	17.676	
93	0 1/8	17.682	
94	0 3/8	17.686	
95	7	17.694	
96	0 5/8	17.694	
97	-	17.963	
98	11 5/8	17.963	
99	0 1/8	18.288	
100	3 3/4	18.291	
101	11 7/8	18.383	
102	-	18.580	
103	11 7/8	18.696	
104	-	18.839	
105	4	19.202	
106	11 5/8	19.304	
107	0 3/4	19.812	
108	1 7/8	19.860	
109	6 1/4	19.971	
110	3 1/4	20.496	
111	5 5/8	20.514	
112	3 5/8	20.726	
113	8 1/4	21.241	
114	1 1/4	21.241	
115	11 5/8	22.026	
116	0 1/2	22.222	
117	11 3/4	25.476	

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 36565	SH	1/2	CONTD
FEET INCHES	METRES		
77	9 1/4	23.705	
78	10 1/4	23.730	
79	-	24.079	
80	-	24.199	
81	-	25.603	
82	-	26.212	
83	0 3/8	26.222	
84	10 1/2	26.784	
85	6 1/2	26.988	
86	11 3/8	27.118	
87	11 5/8	27.118	
88	-	27.737	
89	11 1/8	28.019	
90	1 1/2	28.651	
91	1 1/2	28.651	
92	9 1/2	28.994	
93	8 1/2	29.782	
94	10 1/4	29.826	
95	5 7/8	30.324	
96	3 5/8	30.677	
97	1 3/8	31.471	
98	1 3/8	31.734	
99	3 7/8	31.798	
100	11 5/8	31.994	
101	3 3/4	32.087	
102	4 3/8	32.115	
103	4 3/8	32.115	
104	5 3/8	32.121	
105	4 3/8	32.163	
106	1 1/4	32.248	
107	9 5/8	32.258	
108	10	32.268	
109	10 3/8	32.414	
110	4 1/8	32.449	
111	5 1/2	32.455	
112	1 1/4	32.516	
113	8 1/4	32.566	
114	10 1/8	32.566	
115	1 1/8	32.614	
116	7 7/8	32.737	
117	4 7/8	32.772	
118	6 1/4	32.782	
119	5 5/8	33.020	
120	5	33.045	
121	5 3/4	33.064	
122	1 1/8	33.099	
123	1 1/8	33.391	
124	6 5/8	33.423	
125	7 7/8	33.719	
126	1 1/2	33.833	
127	6 1/4	33.992	
128	1 1/4	34.033	
129	7 7/8	34.042	
130	8 1/4	34.134	
131	11 7/8	34.134	
132	-	34.134	
133	9	34.138	
134	11 1/2	34.286	
135	9 1/8	34.356	
136	11 1/2	34.359	
137	6 3/8	34.604	
138	6 3/8	34.604	
139	22 1/2	34.620	
140	22 3/4	34.646	
141	-	34.696	
142	23 1/4	34.738	
143	23 1/2	34.747	
144	23 1/2	34.842	
145	24	34.862	
146	24 1/4	34.862	
147	24 1/4	34.862	
148	24 1/2	35.020	
149	25	35.049	
150	25 1/4	35.071	
151	25 1/2	35.106	
152	25 1/2	35.243	
153	26 3/4	35.347	
154	26 3/4	35.350	
155	26 1/4	35.350	
156	26 1/2	35.389	
157	26 3/4	35.389	
158	27	35.391	
159	27 1/4	35.632	
160	27 1/2	35.674	
161	27 1/2	35.674	
162	27 1/2	35.674	
163	27 1/2	35.674	
164	27 1/2	35.674	
165	27 1/2	35.674	
166	27 1/2	35.674	
167	27 1/2	35.674	
168	27 1/2	35.674	
169	27 1/2	35.674	
170	27 1/2	35.674	
171	27 1/2	35.674	
172	27 1/2	35.674	
173	27 1/2	35.674	
174	27 1/2	35.674	
175	27 1/2	35.674	
176	27 1/2	35.674	
177	27 1/2	35.674	
178	27 1/2	35.674	
179	27 1/2	35.674	
180	27 1/2	35.674	

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 36565	SP	1/2	CONTD
FEET INCHES		METRES	
116	0 1/6	35.970	
117	1 3/8	36.001	
118	6	36.115	
119	11 3/4	36.265	
120	-	36.271	
121	2 1/6	36.325	
122	5 1/2	36.411	
123	6 7/8	36.497	
124	11 3/4	36.652	
125	-	36.652	
126	3 7/8	36.979	
127	4 3/8	37.297	
128	5 5/8	37.303	
129	9 1/4	38.030	
130	-	38.100	
131	2 3/4	38.170	
132	11 1/2	38.392	
133	1 1/8	38.433	
134	6 3/4	38.576	
135	3 7/8	38.710	
136	5 7/8	39.113	
137	12 7/8	39.497	
138	4 1/8	39.729	
139	5 1/2	39.764	
140	1 1/4	39.961	
141	-	40.234	
142	3 1/4	40.316	
143	9	42.596	
144	10 5/8	42.637	
145	-	42.652	
146	4 3/8	43.393	
147	5 5/8	43.399	
148	1 1/2	44.334	
149	7 3/8	46.117	
150	6 1/2	46.117	
151	10 3/8	55.339	
152	6 1/2	61.879	
153	5 5/8	64.264	
154	1 5/8	17.246	
155	6 7/8	18.214	
156	-	18.164	
157	8 1/2	24.351	
158	6 1/2	25.601	
159	8 1/2	27.885	
160	6 3/8	29.015	
161	5 5/8	32.321	
162	6 1/2	35.038	
163	6 1/2	55.354	
164	11 7/8	901.706	
165	4 1/4		
AC RD	P	SG M	
-	6 1/4	156.1	
-	21 3/4	550.1	
-	22	556.4	
-	22 1/4	562.8	
-	22 1/2	569.1	
-	22 3/4	575.4	
-	23	581.7	
-	23 1/4	588.1	
-	23 1/2	594.4	
-	23 3/4	600.7	
-	24	607	
-	24 1/4	613.4	
-	24 1/2	619.7	
-	24 3/4	626	
-	25	632.3	
-	25 1/4	638.6	
-	25 1/2	645	
-	25 3/4	651.3	
-	26	657.6	
-	26 1/4	663.9	
-	26 1/2	670.3	
-	26 3/4	676.6	
-	27	682.9	
-	27 1/4	689.2	
-	27 1/2	695.6	

DP	36565	SH	2/2	CONT'D
AC	RD	P		HA
6	-	10	1/2	2.455
11	-	22	1/4	4.3

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2021/6970
Fee: \$53.00
Issue Date: 24 September 2021
Receipt No: 6525801
Applicant Ref: CZ | 2021-320:158432

DESCRIPTION OF LAND

Address: 74 Primrose Avenue
RYDALMERE NSW 2116

Lot Details: Lot 104 DP 36565

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2011

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

Contact us:

council@cityofparramatta.nsw.gov.au | 02 9806 5050
@cityofparramatta | PO Box 32, Parramatta, NSW 2124
ABN 49 907 174 773 | cityofparramatta.nsw.gov.au

The land is zoned: R2 Low Density Residential PLEP2011

Zone R2 - Low Density Residential (Parramatta Local Environmental Plan 2011)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979.

NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2011 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

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 ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a low density residential environment.
- To allow for a range of community facilities to be provided to serve the needs of residents, workers and visitors in residential neighbourhoods.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) No.19 - Bushland in Urban Areas

State Environmental Planning Policy (SEPP) No.21 - Caravan Parks

State Environmental Planning Policy (SEPP) No.33 -Hazardous and Offensive Development

State Environmental Planning Policy (SEPP) No.55 - Remediation of Land

State Environmental Planning Policy (SEPP) No.64 - Advertising and Signage

State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.

State Environmental Planning Policy (SEPP) No.70 -Affordable Housing (Revised Schemes)
State Environmental Planning Policy (SEPP) (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (State Significant Precincts) 2005
State Environmental Planning Policy (SEPP) (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (SEPP) (Infrastructure) 2007
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009
State Environmental Planning Policy (SEPP) (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (SEPP) (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (SEPP) (Concurrences) 2018
State Environmental Planning Policy (SEPP) (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan (SREP) No.9 (No.2) - Extractive Industries
Sydney Regional Environmental Plan (SREP) – (Sydney Harbour Catchment) 2005

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre
DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan

The land is affected by a Draft Local Environmental Plan which has been placed on Public Exhibition and has not yet been published. The Draft Local Environmental Plan is described below.

Planning Proposal – Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP)

This land is affected by a planning proposal seeking to create a single consolidated Local Environmental Plan (LEP) that will apply to the whole City of Parramatta Local Government Area (LGA). The new LEP will replace five (5) existing LEPs where they apply to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The new Parramatta LEP will create a common set of objectives, land use tables and provisions for all land within the LGA. This will result in some changes to the current planning controls applying to certain areas, including:

- Changes to land uses permitted in certain areas, because of the creation of a common set of land use tables.

- Prohibiting dual occupancy developments in certain locations.
- A minimum lot size of 600sqm and frontage to a public road of 15 metres development standards for Dual Occupancies or Manor Houses where they are permitted;
- Changes to height and FSR controls applying to residential zones – these include:
 - applying a FSR of 0.5:1 to R2 Low Density Residential zoned land and a FSR of 0.6:1 to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012 and Hornsby Council LEP 2013 (where none currently applies);
 - reducing the FSR from 0.75:1 to 0.6:1 applying to R3 Medium Density Residential zoned land in Silverwater;
 - increasing the height limit from 8.5 metres to 9 metres applying to R2 Low Density Residential zoned land in the Hornsby Council LEP 2013;
 - applying a 11 metre height limit to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010;
 - applying a FSR control to R4 High Density Residential zoned land in the former Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010 (where none is currently applied); and,
 - A limited number of targeted site-specific changes associated with changes of zoning or to address anomalies.
- Applying a 550sqm minimum subdivision lot size to residential land (except R2 Low Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, which will retain the existing 700sqm requirement)
- Mapping of additional Biodiversity Land and Riparian Land and Waterways
- A limited number of changes to the zoning of some sites to address inconsistencies and anomalies across current land use plans, this includes:
 - Removing the R1 General Residential zone, and rezoning this land to R4 High Density Residential or R3 Medium Density Residential;
 - Rezoning all public bushland reserves to E2 Environmental Conservation;
 - Rezoning some R3 Medium Density Residential zoned land in Northmead, North Rocks and Carlingford to R2 Low Density Residential; and,
 - Rezoning existing lawful places of public worship in the former Parramatta Council area from SP1 Special Activities to R2 Low Density Residential.

Further information on the Planning Proposal for the new Parramatta Local Environmental Plan (LEP) can be found at: www.cityofparramatta.nsw.gov.au/planningharmonisation or by contacting Council

Please note. Council is separately progressing a number of planning proposals relating to specific sites in the LGA. The intention is that, should these site-specific

planning proposals be finalised before the new consolidated LEP is made, the respective amendments to planning controls will be carried over into the new LEP and the Harmonisation Planning Proposal will be updated as needed.

Proposed Zoning Draft Parramatta LEP 2020

The land is proposed to be zoned in the in the Draft Parramatta LEP 2020:

R2 Zone Low Density Residential PLEP2020

Proposed Zone R2 Low Density Residential (Draft Parramatta LEP 2020)

Note: *The following land use table is an excerpt from the Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP) document exhibited on 31 August 2020 and must be read in conjunction with and subject to other provisions of that draft instrument.*

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 maintain the existing low density residential character of the area.
- To protect and enhance tree canopy, existing vegetation and other natural features.
- To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a low density residential environment.
- To allow for a range of community facilities to be provided to serve the needs of residents, workers and visitors in residential neighbourhoods.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes;; Home-based child care; Home businesses; Home industries;; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas;; Recreation facilities (outdoor); Respite day care centres; Roads; School-based child care; Seniors housing; Tank-based aquaculture; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

Development Control Plan

The land is affected by Parramatta Development Control Plan 2011.

The Minister for Planning has issued directions that provisions of an EPI do not apply to certain Part 4 development where a concept plan has been approved under Part 3A.

Development Standards

The land is affected by a minimum lot size of 600 square metres for a Dual Occupancy under Clause 6.11 of the Parramatta Local Environmental Plan 2011.

The land is affected by a minimum lot size of 550 square metres on the Minimum Lot Size map of Parramatta Local Environmental Plan 2011.

Development Contribution Plan

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 applies to the land.

Heritage Item/Heritage Conservation Area

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2011.

Site Compatibility Certificate (Seniors Housing, Infrastructure and Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),
- b. Site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments),
- c. Site compatibility certificate (seniors housing)

in respect to the land issued pursuant to the Environmental Planning & Assessment Amendment (Site Compatibility Certificates) Regulation 2009 (NSW).

Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?

NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?

NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?

NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?

NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?

NO

Tree Preservation

The land is subject to Section 5.4 Preservation of Trees or Vegetation in Parramatta Development Control Plan 2011.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection

Has the owner (or any previous owner) of the land been 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

Council Policy

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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.*

Biodiversity stewardship sites

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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.

Native vegetation clearing set asides

Council has not been notified of the land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Site verification certificates

Council is not aware of whether there is a current site verification certificate in respect of the land.

Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

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

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

The following information only addresses whether or not 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. It is not a statement that complying development is permissible on the land.

Other land exemptions within of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SPECIAL NOTES

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2011.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

Brett Newman
Chief Executive Officer

per



dated 24 September 2021

Sewer Service Diagram

Application Number: 1250484

H.S. 73e

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE

Municipality of Parramatta SEWER AVAILABLE Diagram No. 357143

<p>□ Boundary Trap</p> <p>■ Pit</p> <p>■ G.I. Grease Interceptor</p> <p>■ Gully</p> <p>■ P.T. P. Trap</p> <p>■ R.S. Reflux Sink</p>	<p>■ R.V. Reflux Valve</p> <p>○ Vert. Vertical Pipe</p> <p>○ V.P. Vent. Pipe</p> <p>○ S.V.P. Soil Vent. Pipe</p> <p>■ D.C.C. Down Cast Cowl</p>	<p>I.P. Induct Pipe</p> <p>M.F. Mica Flap</p> <p>T. Tubs</p> <p>K.S. Kitchen Sink</p> <p>W.C. Water Closet</p> <p>B.W. Bath Waste</p>	<p>Bsn. Basin</p> <p>Shr. Shower</p> <p>W.I.P. Wrought Iron Pipe</p> <p>C.I.P. Cast Iron Pipe</p> <p>F.W. Floor Waste</p> <p>W.M. Washing Machine</p>
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Existing drainage shown by black lines. Scale: 40 Feet to an Inch New drainage shown by full blue lines

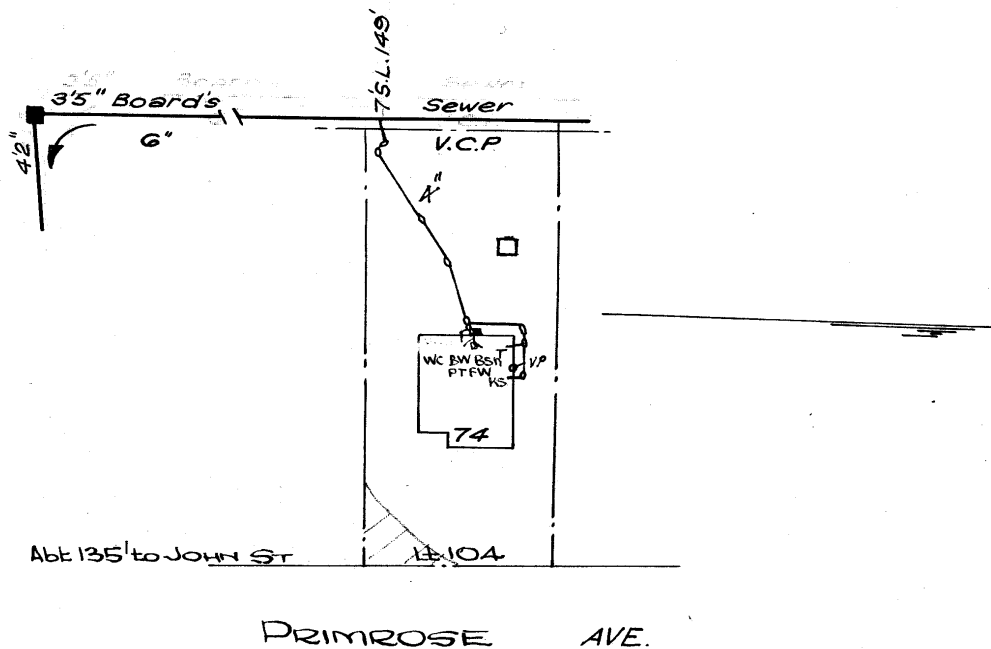
This diagram is the property of the Owner and is to be returned to him on completion of the work.

Certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws and Regulations.
(4" dia. pipes may be used in lieu of 6" dia pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector.)

This work will be tested from



724 666

SHEET N° 7214

For Engineer-in-Chief

OFFICE USE ONLY				19...		
	Designed by	Date	Inspector	First Visit	Passed	Date
WC	Inspector	/ /	Date	Inspector		
Bth.						
Shr.	Chief Inspector	/ /	Outfall	Checked with Design and Diagram		
Bsn.						
KS	Chief Inspector	/ /	Drainer	Chief Inspector		
T						
Pig.						
Dge.Int.						
Das. Ext.						

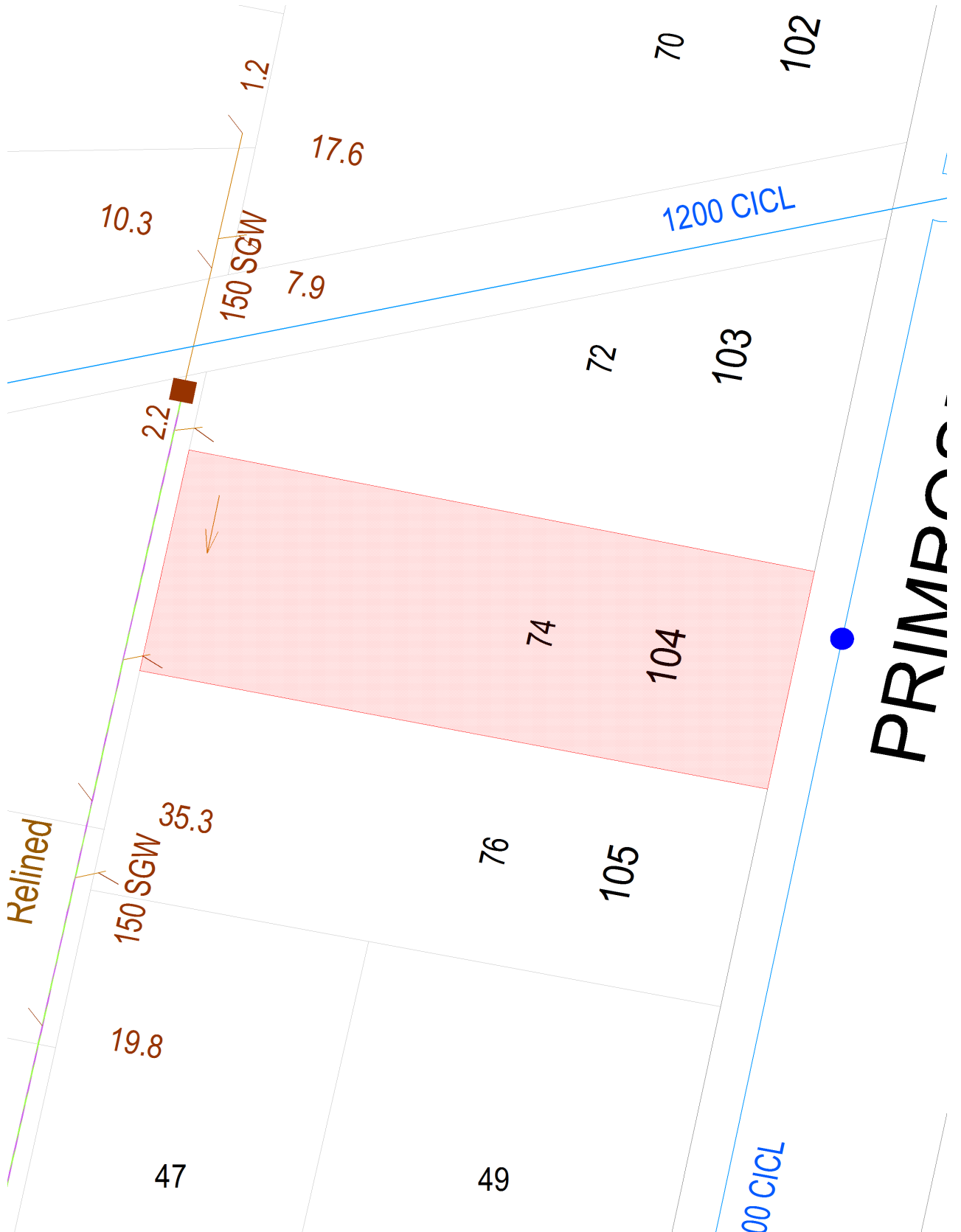
Document generated at 24-09-2021 03:43:09 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 1250485



Document generated at 24-09-2021 03:43:00 PM

Disclaimer

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

Asset Information

Legend

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

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**.

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)

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**.

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No:

Issued on:



Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

Consumer Building Guide

Mandatory information for consumers

Builders and tradespeople must give you a copy of this guide before entering into a contract for residential building work that costs more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

What to consider before work starts

Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence on the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

Home Building Compensation Scheme

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than \$20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit sira.nsw.gov.au or call 13 10 50.

Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's.

Contracts and payments

All contracts must be in writing. The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building contracts and contracts for specialist work valued at more than \$5,000, which require a certifier, must (unless you are a developer) include terms about your freedom to choose your own certifier. The contractor must

also give you prescribed information about certifiers, published by Fair Trading, before entering into a contract.

It is an offence for a contractor to unduly influence your choice of a certifier or object to your choice. Examples of undue influence include:

- making it a requirement of the contract that a specified certifier or class of certifier is or isn't appointed
- offering to change the contract price if a specified certifier or class of certifier is or isn't appointed
- refusing to carry out work under the contract if a specified certifier or class of certifier is or isn't appointed.

Residential building contracts regarding work **worth more than \$20,000** requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. The contract must also include a checklist prescribed by Fair Trading. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a '**variation**'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- 'sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may

not have the right kind of licence or HBC cover.

When things go wrong

Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 6 years for major defects and 2 years for all other defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal (NCAT)** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **HBC Scheme**: contact your insurer or provider as soon as you become aware of defective or incomplete work.

Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website sira.nsw.gov.au or call 13 10 50.

More information

Visit the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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