

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	S One Estate Agents 1/117 Bowden Street Meadowbank NSW 2114	Phone: 02 9807 3305 E: john.huang@soneagents.com
co-agent vendor	Zhenwei Lin	
vendor's solicitor	SHL & Associates Lawyers GPO BOX 1636 Sydney NSW 2000 DX 258 Sydney NSW	Tel: 02 8004 9826 Fax: 02 8004 9892 Ref: 20201793
date for completion land (address, plan details and title reference)	Special Condition 35 (clause 15) 152A Acacia Street, Eastwood NSW 2122 Proposed Lot 2 in an unregistered plan of subdivision which is part of Lot 45 in Deposited Plan 17583 Being part of 45/17583	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Duplex	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

vendor

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: Zhenwei Lin

Supplier's ABN: 80 726 427 478

Supplier's GST branch number (if applicable):

Supplier's business address: 152 North Road, Eastwood NSW 2122

Supplier's email address: soulorigin2000@outlook.com

Supplier's phone number: 0426 989 632

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 the Purchase 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

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☒ 24 insurance certificate
- ☒ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it 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 – • 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.

Additional clauses forming part of this contract for the sale and purchase of land

33 STANDARD FORM CONTRACT

33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

33.1.1 clause 2.9:

- (a) replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and
- (b) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

33.1.2 clause 4: insert the following additional clause:

'4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

33.1.3 clause 5.1: insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

33.1.4 clause 7.1.1: replace '5%' with '\$1.00';

33.1.5 clause 7.2.1: replace "10%" with "1%";

33.1.6 clause 7.2.4: delete the words 'and the costs of the purchaser';

33.1.7 clause 8.1.1: delete the words 'on reasonable grounds';

33.1.8 clause 8.1.2: delete the words from 'that' to 'grounds' inclusive;

33.1.9 clause 10.1: add the words "or delay completion" after the word "terminate";

33.1.10 clauses 10.1.8 and 10.1.9: replace each occurrence of the word 'substance' with the word 'existence';

33.1.11 clause 12: insert the following at the end of the clause:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

- 33.1.12 **clause 12.2** — delete the words "if necessary in the name of the Vendor";
- 33.1.13 **clause 14.2:** the addition of the following sentence after the word "completion": -
"The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment"
- 33.1.14 **clause 14.4:** replace the words 'not surcharge land tax (as defined in the *Land Tax Act 1956*) but must adjust any other' with the word 'adjust';*
- 33.1.15 **clause 14.4.1** – insert "and" at the end of clause.
- 33.1.16 **clause 14.4.2:** delete the clause.
- 33.1.17 **clause 14.8:** delete the clause;
- 33.1.18 **clause 16:** insert the following additional clause:

- '16.3A Where the *property* includes personal property subject to a security interest:
- (i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);
 - (ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
 - (iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.';

- 33.1.19 **clause 16.8:** delete the clause;
- 33.1.20 **clause 19:** insert the following additional clause:
- '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.';

- 33.1.21 **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause;
- 33.1.22 **clause 20.6** is deemed amended by adding thereto: -
- (i) Clause 20.6.8 in the following terms:
- "In enlargement and not in diminution of foregoing provisions a document or notice under or relating to this contract is served if sent by ordinary or express prepaid post and taken to have been served on the second business day after posting."*
- (ii) Clause 20.6.9 in the following terms:
- "In enlargement and not in diminution of the foregoing provisions the address of a party to this contract for the purposes of services of any document or notice under or relating to this Contract is the address or facsimile number or email address of that party or that party's Solicitor as shown on the front page of this contract."*
- 33.1.23 **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' at the end of the clause;
- 33.1.24 **clause 20:** insert the following additional clause:
- '20.16 In this contract, unless the context requires otherwise:
- 20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and
- 20.16.2 *including* and similar expressions are not words of limitation.';
- 33.1.25 **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;
- 33.1.26 **clause 23.6:** clauses 23.6.1 and 23.6.2 are replaced with the words 'and is not a levy for special expenses payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';
- 33.1.27 **clause 23.9.3:** delete the words 'or before completion';
- 33.1.28 **clause 23.13:** delete the clause;
- 33.1.29 **clause 23.14:** delete the clause;
- 33.1.30 **clause 23.17.2:** delete the clause;

- 33.1.31 **clause 24.1:** delete the clause;
- 33.1.32 **clause 24.3.3:** delete the clause;
- 33.1.33 **clause 24.4.2:** delete the clause;
- 33.1.34 **clause 24.4.3:** delete the last 2 bullet points
- 33.1.35 **clauses 28 and 29:** delete the clauses;
- 33.1.36 **clause 30.1.2:** delete the clause;
- 33.1.37 **clause 30.2:** replace the words 'at any time after it has been agreed that it will be conducted as an *electronic transaction*' with the words 'at least 14 days before the date for completion' and insert the words 'on the other party' after 'notice';
- 33.1.38 **clause 30.4.5:** delete the words in the first bullet point; and
- 33.1.39 **clause 30.5:** replace the words '7 days of receipt of the notice under clause 30.1.2' with the words '14 days after the contract date'.

33.2 **Terms defined in printed form contract**

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

34 **NOTICE TO COMPLETE**

34.1 **Issue of notice to complete**

If a party is entitled to serve a notice to complete, then the party may:

- 34.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
- 34.1.2 specify a time of day between 11am and 4pm as the time for completion.

34.2 **Reasonable period**

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

34.3 Preservation of rights

The party serving a notice to complete reserves the right to:

34.3.1 withdraw the notice; and

34.3.2 issue further notices to complete.

34.4 On completion the Purchaser must pay a fee of \$330.00 to the Vendor's Solicitor being the cost for issuing such Notice to Complete to the Purchaser.

35 COMPLETION

35.1 Date for Completion

Completion of this Contract shall occur on the later of:

35.1.1 Six (6) weeks from the Contract Date; or

35.1.2 Twenty-one (21) days from the date of notification to the Purchaser of the registration of the Plan of Subdivision.

35.2 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily:

35.2.1 at the rate of 10% per annum; and

35.2.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

35.3 Delay by vendor

Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

35.4 Rebooking of Settlement

Where the Purchaser has booked a date and place 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.

35.5 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on

completion. 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 date for completion.

36 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.

37 PRESENT CONDITION

The purchaser accepts the *property* (including any furnishings or chattels referred to in this agreement) in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim, objection or *requisition* or *rescind* or *terminate* because of the condition, state of repair or any such faults of the *property*.

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and cannot take any restricted action in respect of:

- 37.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 37.1.2 any latent or patent defect in the property;
- 37.1.3 any environmental hazard or contamination;
- 37.1.4 the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- 37.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- 37.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 37.1.7 any rainwater downpipe being connected to the sewer;
- 37.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- 37.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

38 PURCHASER'S WARRANTIES

38.1 Purchaser's warranties

The purchaser represents and warrants that:

- 38.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 38.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 38.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.
- 38.1.4 in entering into this contract, the purchaser does not rely upon any warranty, representation, letter, correspondence or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

38.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 38.

39 INSOLVENCY ETC OF PURCHASER

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

- 39.1 resolve to enter into liquidation or provisional liquidation;
- 39.2 have a summons presented for its winding-up;
- 39.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001* (Cth); or
- 39.4 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.

40 CAPACITY OR DEATH OF A PARTY

40.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* (except in the case of a vendor comprising a joint tenancy) then any one of them) the vendor (and if more than one person comprises that first *party* (except in the case of a vendor comprising a joint tenancy) then any one of them) the purchaser (and if more than one person comprises that first *party* then any one of them) prior to completion:

40.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

40.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

40.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

41 Swimming Pool

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if the swimming pool on the *property* does not comply with the requirements of the *Swimming Pools Act 1992 (NSW)*.

42 Smoke alarms

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* should the vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms in the *property*.*

43 FIRB approval

The Purchaser warrants that it does not require the consent of the Foreign Investment Review Board to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for any non-compliance to the Act relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights then the Purchaser shall indemnify and keep indemnified the Vendor against such fine or penalty.

44 State Environmental Planning Policy (SEPP) 25 and 28

The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SEPP 12 that allowed subdivision of dual occupancies have been repealed and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.

45 Purchaser's Requisition on Title

If the Purchaser makes a requisition, the Purchaser shall be deemed to have made the standard requisitions attached to this Contract.

46 Registration of Plan of Subdivision

46.1 This Contract and the completion thereof is subject to and conditional upon the registration of the Plan of Subdivision annexed hereto.

46.2 The Vendor will:

- (a) Use all reasonable endeavours to procure registration of the Plan of Subdivision at the NSW Land Registry Services (NSWLRS) on or within nine (9) Months ("Sunset Date") from the date of the Contract;
- (b) Promptly after receiving notice of registration of the Plan of Subdivision from NSWLRS, give the Purchaser written notice of such registration.

46.3 Should the plans of subdivision not be registered on or before the Sunset Date, then either party may by notice in writing to the other rescind this contract, in which event Clause 19 Shall apply. A party may not rescind under this clause after the plan of subdivision is registered. In no event will the vendor be liable to pay the purchaser any damages, costs or expenses for any delay in the registration of the plan of subdivision.

46.4 Notwithstanding the provisions in this clause 46, the vendor may from time to time serve a written notice on the purchaser extending the Sunset Date by the number of days that the vendor is delayed in procuring registration of the proposed plan of subdivision by the Registrar General by reason of any matter of things beyond the vendor's control including:

- (a) inclement weather or conditions resulting from inclement weather;
- (b) damage or delay by fire, explosion, earthquake, war, civil commotion, industrial action or strikes;
- (c) change the law;
- (d) directions by any competent authority;
- (e) delays in obtaining any approval or consent required in relation to the property including (without limiting the generality);
- (f) anything beyond the vendor's control;

Subject always that the vendor may not extend the Sunset Date beyond an additional three (3) months.

47 Proposed Plan of Subdivision

47.1 The Purchaser acknowledges having inspected the Plan of Subdivision and will not make any objections, requisition or claim for compensation in relation thereto or in relation to any of the following matters;

- (a) any minor modifications (including alterations, additions, variations or deletions) to the Plan which may be required by NSW Land Registry Services to obtain the registration of the Plan;
- (b) any modifications to the Plan which is agreed to in writing by the Purchaser;
- (c) any easement or restrictions affecting the property required to be created by any relevant statutory authority or authorities as a condition of the approval of the authority and /or those authorities to the

said Plan, provided that such easement or restriction does not materially affect the reasonable use and enjoyment by the Purchaser of the Lot or lots hereby sold. Notwithstanding the provision in clause, the Purchaser must not make any objections, requisitions or claims for compensation in relation to any easement (registered or unregistered) which substance is disclosed in this Contract.

- 47.2 For the purpose of Clause 47.1, minor modifications shall be deemed to include any of the following;
- (a) any modification to a lot in the Plan other than the property;
 - (b) any minor modification to the boundaries of the property the effect of which does not reduce the area of the property by more than 5%;

- 47.3 In the event of the position dimensions or area in any of the lot or lots hereby sold as shown on the annexed plan being more than a minor modification from those as shown on the plan so registered by the NSW Land Registry Services then either party shall have the right by notice in writing to the other to rescind this Contract which shall thereupon be at an end and the provisions of Clause 19 hereof shall apply.

- 47.4 If there is a dispute between the parties as to whether a modification to the plan is other than minor then the matter may be referred by either party to a surveyor nominated by the president for the time being of the Institute of Surveyors, New South Wales Division, for determination which surveyor shall act as an expert and not as an arbitrator and whose determination shall be final and binding on both parties hereto. The costs of any such determination shall be borne equally by the Vendor and Purchaser.

48 Not Used.

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 update diagram from the appropriate sewerage authority.

49.3 No Merger

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

50. Not Used.

51. Rates and Adjustments

51.1 If separate Council Rates, Water and Sewerage Rates, an Land Tax Assessments have not been issued for the property by the date of completion for the rating period current at that date, then rate adjustments for the property for that rating period are to be made on the basis that:

- (a) Council Rates are \$2,000.00 per annum;
- (b) Water and Sewerage Rates are \$250.00 per quarter;
- (c) Land Tax Rates are \$2,000.00 per annum

51.2 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 account and other charges levied or imposed upon the property by or on behalf of the Purchaser or by any successor in title to the Purchaser.

51.3 If an adjustment is made in accordance with this clause, no regard must be had to any actual assessment subsequently issued in respect of the property. The obligation imposed upon the Vendor by this Clause shall not merge upon completion.

52. Assess to the Building Site

52.1 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.

53. Address of Property

53.1 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

54. GST

54.1 Interpretation

(a) Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('the GST Act') have the same meaning in this clause.

(b) In this clause 55:

- (i) **"GST Withholding Payment"** means a payment under section 14-250 of Schedule 1 to the TAA.
- (ii) **'Purchaser GST withholding Notice'** means a form to be given by the purchaser to the Commissioner of Taxation as notification of the purchaser's obligation to make a GST Withholding Payment:

- (iii) **'Purchaser Settlement Confirmation Notice'** means a form to be given by the purchaser (or the purchaser's agent) to the Commissioner as notice of the date for completion of this contract;
- (iv) **"TA Act"** means the Taxation Administration act 1953 (Cth);
- (v) **"Vendor GST Withholding Notice"** means a written notice stating whether the purchaser is required to make a GST Payment in relation to the sale or supply of the property; and

54.2 Price includes GST

The Price shown in this contract includes GST.

54.3 Margin scheme

The parties agree that the vendor will calculate GST under the margin scheme. The purchaser acknowledges that the purchaser must not claim an input tax credit in respect of its acquisition of the property under this contract and the vendor is not required to give the purchaser a tax invoice.

54.4 Vendor to give GST notification

If the purchaser is required to make a GST Withholding Payment in respect of a supply made under or in connection with this contract, the vendor must give the purchaser a Vendor GST Withholding Notice by no later than ten (10) business days before the date for completion of this contract.

54.5 Payment of GST Withholding Amount

- (a) This clause 54.5 applies if the vendor gives the purchaser a Vendor GST Withholding Notice stating that the purchaser must make a GST Withholding payment.
- (b) The purchaser must as an essential term lodge a duly completed Purchaser GST Withholding Notice with the Australian Taxation Office and give evidence of having done so to the vendor by no later than five (5) business days prior to the date for completion.
- (c) As a condition of completion, the purchaser must serve on the vendor a notice stating the lodgement Reference Number and Payment Reference number (or other relevant identification number) issued by or on behalf of the Commissioner of Taxation to the purchaser upon lodgement of the Purchaser GST Withholding Notice or Purchaser Settlement Confirmation Notice.
- (d) The purchaser must make a GST Withholding Payment by paying the amount specified in the Vendor GST Withholding Notice (GST Withholding Amount) by either:
 - (i) before completion, remitting the GST Withholding Amount to the Australian Taxation Office and at completion provide evidence of that remittance to the satisfaction of the vendor that the GST Withholding Amount has been remitted for the account of the vendor or the landowner in relation to the purchase of the property under this contract; or
 - (ii) at completion, giving the vendor a bank cheque in the sum of the GST Withholding Amount drawn in favour of the Commissioner of Taxation. The vendor must promptly remit the bank cheque to the Australian Taxation Office.
- (e) If the vendor, before completion, gives a direction to the purchaser about the method of making the GST Withholding Payment in compliance with clause 1.5 (d)(i), the purchaser must comply with that direction.

54.6 Purchaser Settlement Confirmation Notice

- (a) The purchaser irrevocably authorises the vendor's solicitor to act as the purchaser's agent (and in doing so the vendor's solicitor is not the agent of the vendor) to give the Purchaser Settlement Confirmation to the Commissioner of Taxation.
- (b) If
 - (i) the purchaser provides a direction under clause 4.3 to the vendor; or

(ii) the transfer is otherwise not made in conformity with this contract,
the purchaser must, on and as a condition of completion, provide the vendor with an irrevocable authority duly executed by the transferee named on the transfer on terms required by the vendor's solicitor to give effect to subclause (a).

54.7 Parties to co-operate

The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

- (a) Providing any information reasonably requested by the other party; and
- (b) Making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act.

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.



LAND
REGISTRY
SERVICES

Order number: 60903763
Your Reference: 20201793
10/02/20 12:10



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 45/17583

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2020	12:11 PM	5	24/10/2019

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

LAND

LOT 45 IN DEPOSITED PLAN 17583
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP17583

FIRST SCHEDULE

ZHENWEI LIN

(T AN233799)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D420418 COVENANT
- 3 AN233800 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED
- 4 AP628817 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: PP DP1235400.

*** END OF SEARCH ***

PRINTED ON 10/2/2020

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SAI Global Property Division 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.

2 Mount Tomah Nursery Estate.
 a subdivision of the lands in
 Title Vol. 3189 Fol. 194 & Vol. 4463 Fol. 143
 of Field of Mares Hunters Hill
 of Cumberland.
 to 1 inch.

28th June 1935
 It is intended to create an
 easement of drainage over
 lots 82 & 81 as shown on the
 plan in favour of lots 81 &
 82 respectively.
 Plan approved.
 Covered by Council
 Order Certificate
 No 1057 7th September
 1934.
 E. H. W. C.

I, Norman Charles Ray of Sydney licensed surveyor
 specially licensed under the Real Property Act 1900
 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
 whole of the material facts in relation to the land are correctly represented
 (E) that the survey has been made under my immediate supervision and I make this
 solemn declaration conscientiously believing the same to be true and by virtue of the
 provisions of the Oaths Act 1900.

Easement for drainage within lots
 81 and 82 is intended to be created
 as appears on the plan attached to this plan.
 Accepted. E. H. W. C.
 Subscribed and declared before me
 at Sydney this 22nd day of January 1930.
 11 1/8 x 2 1/2
 56 x 21 1/2
 2 1/2 x 2 1/2
 2 1/2 x 2 1/2
 Datum line of Azimuth A-B Date of Survey Dec. 1929.

Restrictive covenants if any will be embodied in
 the transfers of the lots shown hereon.

Vendor
 (Any new streets and lanes shown on this plan and the cut-off
 corners at the S.E. cor of lot 59 the N.E. Cor of lot 45, the S.E. Cor
 of lot 3, the S.W. Cor of lot 4, the N.W. Cor of lot 30, the S.W. Cor
 of lot 31 the N.W. Cor of lot 58 and the S.W. Cor of lot 73 are
 intended to be dedicated to the Public.

7th September 1934
 J. Small.

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
1 0 5/8	0.32
2 -	0.61
2 0 5/8	0.625
3 6	1.065
3 6 3/4	1.09
3 6 7/8	1.095
3 7 1/8	1.13
3 8 1/2	1.14
3 8 7/8	1.15
3 9 1/4	1.22
4 -	1.275
4 2 1/8	1.525
5 -	1.815
5 11 3/8	1.83
6 -	2.795
9 2 1/8	3.05
11 -	3.32
11 1 1/8	3.315
12 10 1/8	3.94
12 11 1/8	4.15
13 7 7/8	4.31
14 1 3/4	4.65
15 4	4.675
15 5 1/4	4.705
16 4 7/8	5
16 5 1/8	5.005
17 8 1/8	5.39
21 8	6.605
21 8 1/4	6.61
22 4	6.805
25 8 1/8	7.825
28 2 3/8	8.595
28 6	8.685
33 6	10.21
34 -	10.365
34 7 7/8	10.565
34 8	10.565
36 -	10.975
36 7 7/8	11.175
37 -	11.28
38 -	11.58
38 1 1/4	11.615
40 -	12.19
40 3 3/4	12.285
40 3 7/8	12.29
43 0 3/8	13.115
44 3 5/8	13.505
44 3 7/8	13.51
45 -	13.715
46 -	14.02
46 1 1/8	14.05
46 10 3/4	14.295
47 -	14.325
47 8	14.53
48 1 1/4	14.66
48 7 5/8	14.82
48 7 5/8	14.825
48 11 7/8	14.93
49 0 5/8	14.95
49 2 1/8	14.99
49 2 5/8	15
49 3 7/8	15.035
50 -	15.24
50 8 1/8	15.445
50 9 1/2	15.48
54 2	16.51
55 8	16.965
56 -	17.07
57 9	17.6
58 3	17.755
58 9 1/2	17.92
59 -	17.985
59 0 5/8	18
60 -	18.29
60 8 1/2	18.505
61 -	18.595

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
61 2 1/4	18.65
61 10 3/8	18.855
61 10 5/8	18.865
62 -	18.9
63 4 1/2	19.315
63 4 5/8	19.32
64 4 1/2	19.62
64 4 5/8	19.625
64 5 1/4	19.64
66 -	20.115
67 0 5/8	20.435
67 7 5/8	20.61
67 7 3/4	20.62
69 5	21.15
70 -	21.355
75 -	22.86
77 8 5/4	23.69
79 3 5/8	24.17
80 -	24.385
80 8	24.385
83 8 5/4	25.52
84 0 1/2	25.615
89 7 5/4	27.375
91 10 5/8	28
95 8 5/4	29.18
98 9 3/4	30.12
107 7 3/4	32.81
110 -	33.53
113 1 7/8	34.49
116 6	35.51
117 7	35.84
117 8 3/8	35.875
117 8 5/8	35.88
117 9	35.89
117 9 1/2	35.905
121 1 1/2	36.32
126 11 7/8	36.705
130 -	39.625
134 3 5/4	40.94
136 4	41.555
140 -	42.67
140 8 5/8	42.89
140 8 7/8	42.895
142 7 1/4	43.465
143 -	43.585
143 1 5/8	43.63
146 1 7/8	44.55
147 8	45.01
148 9 5/8	45.355
148 9 7/8	45.36
149 3 3/8	45.9
149 3 5/8	45.505
149 3 7/8	45.515
150 -	45.72
152 2 1/2	46.395
153 -	46.635
157 7	48.03
157 7 1/8	48.035
157 9	48.08
157 9 1/8	48.085
158 0 1/4	48.165
158 1 1/4	48.19
159 0 3/4	48.48
165 6 1/8	50.45
174 10	53.29
179 7 1/4	54.74
180 4 5/8	54.98
180 8	55.07
191 8 5/4	58.44
191 10 7/8	58.49
201 1 5/8	61.3
201 7 3/8	61.45
202 -	61.57
222 4	67.77
228 6	69.65
308 11	94.16
430 -	131.06

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
446 10 3/4	136.21
669 5	204.04
998 9 3/4	304.44
1100 -	336.28
1117 9 1/2	340.7
AC RD P	SG H
- 23 1/4	588.1
- 24 1/4	613.4
- 24 1/2	619.7
- 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
- 27	682.9
- 27.2	688
- 27 1/2	695.6
- 27 3/4	701.9
- 28	708.2
- 28 1/4	714.5
- 28 1/2	720.8
- 29 1/4	739.8
- 29 1/2	746.1
- 29 3/4	752.5
- 30	758.8
- 30 1/4	765.1
- 30 1/2	771.4
- 31 1/4	790.4
- 32	809.4
- 33	834.7
- 33 1/4	841
- 34	860
- 34 1/4	866.3
- 34 1/2	872.6
- 34 3/4	878.9
- 35	910.5
- 39 1/4	992.7



Not liable to fire

J. B. Mann



Mails



Fees:— f s d
Lodgment ... : :
Endorsement : :
Certificate ... : :
10/12/16

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

B 25 9 45 M

B420418

B 25 9 45 M

(Trusts must not be effected in the transfer.)

ARTHUR PERKINS REYNOLDS of Sydney Agent **STEWART JOSEPH REYNOLDS** of Sydney Builder and **FORD REYNOLDS** of Bowness Mudgée Pastoralist.

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of **One hundred and sixty pounds**

(£ 160) (the receipt whereof is hereby acknowledged) paid to us by

JOHN HENRY EDWARDS a member of the Royal Australian Air Force and **VERA FAY EDWARDS** his wife, both being of Bondi

(herein called transferee s)

do hereby transfer to the said transferees as joint tenants

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Hunters Hill	Part	5251	53	and being lot 45 shown on Deposited Plan 17583.

And the transferee covenants with the transferor a That any main building erected on the land hereby transferred shall have its outside walls of brick and/or stone or other material approved by the Transferrors and the roof covering shall be of slate/and /or tile or other material approved by the Transferor

AND IT IS HEREBY AGREED AND DECLARED that the above covenant shall be appurtenant to the residue of the lots on the said deposited plan that now remain in the name of the Transferrors as registered proprietors and the land to be the subject of the burden of the said covenant for any of it as regards the land hereby sold or all or any of the lands comprised in the said deposited plan may be released varied or modified by the Transferrors or the survivor or survivors of them or their assigns or by a person to whom they may assign such right and without the consent of any other person corporation or authority.

ENCUMBRANCES, &c., REFERRED TO:

Nil..

Signed at Sydney
Signed in my presence by the transferor
Ford Reynolds
WHO IS PERSONALLY KNOWN TO ME

the twentieth day of June 1916

Stewart Joseph Reynolds
Ford Reynolds
Transferor s

Signed in my presence by
Arthur Perkins Reynolds
Stewart Joseph Reynolds
WHO ARE PERSONALLY KNOWN TO ME

Signed in my presence by the transferee
John Henry Edwards
Vera Fay Edwards
WHO IS PERSONALLY KNOWN TO ME

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

Stewart Joseph Reynolds

John Henry Edwards
Transferee.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear in force one of the above functions to make a declaration in the form overleaf. As to instruments executed elsewhere see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.— Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

85920

No. D420418

LODGED BY A. Kenna & P. Hughes
34 Hunter St. Sydney

CONSENT OF MORTGAGEE.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19
Signed in my presence by who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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

This form is not appropriate in cases of delegation by trustees

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of those parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED
20 NOV 1945

MEMORANDUM OF TRANSFER of

Lot 45 BP 17583
North Rd. + Macaria St
Bastwood
John Harry Edwards
Vera May Edwards
Transferees.

DOCUMENTS LODGED HERewith.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'tgor, etc.
Contract Dated 2nd May 1945		
Consent Dated 12th June 1945		

Particulars entered in Register Book, Vol 551 Fol. 53

the 15th day of November 1945.
at minutes 12 o'clock in the noon.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		19/10
Received from Records		17/10
Draft written		12/10
Draft examined		12/10
Diagram prepared		12/10
Diagram examined		12/10
Draft forwarded		12/10
Supt. of Engravers		12/10
Cancellation Clerk		12/10
Vol. 5538 Fol. 163		
Diagram Fees		
Additional Folios		

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

If made in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If made at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal to the office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fee thereon is— Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £2,000, and 1/1 3/4 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

A. H. PATERSON, ACTING GOVT. PRINTER, 21 437



Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

AP628817T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 45/17583

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
28A	~~ZHENWEI LIN~~ ~~155 North Road Eastwood NSW 2122~~ SAIGLOBAL Property 124247U DX 885 SYDNEY 02 9277 0730 Reference: ~~181082~~ 77463741 City	PC

(C) **REGISTERED PROPRIETOR** Of the above land
ZHENWEI LIN

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AN 233800	HSBC Bank Australia Limited

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF RYDE
COUNCIL OF THE

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

Name: Shias Shias Date: 16/10/19
I am authorised to make this change.

DATE 06 August 2019

(G) **Execution by the prescribed authority**
I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature] Signature of authorised officer: [Signature]
Name of witness: MURA MALEK Name of authorised officer: ELIAS ELIAS
Address of witness: 3 Richardson Pl, North Ryde 2113 Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) **Execution by the registered proprietor**
I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
[See note* below]

Authorised delegate pursuant to s.377 Local Government Act 1993
Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

Signature of witness: [Signature] Signature of registered proprietor: [Signature]
Name of witness: Anthony Xu
Address of witness: 14 Macintyre Crescent Sylvania Waters 2224

(H) **Consent of the mortgagee**
The mortgagee under mortgage No. AN 233800, agrees to be bound by this positive covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of mortgagee: refer to page 5 of 5
Name of witness: _____
Address of witness: _____

ON-SITE STORMWATER DETENTION

Annexure A to

Public positive covenant imposed by a Prescribed
Authority Being the Council of the City of Ryde under
section 88E(3) Of the Conveyancing Act 1919

Date: 06/08/2019

Land being Lot 45 in P17583

1. In these terms-

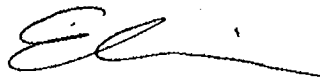
- a. "Area" means the site of the restriction or covenant shown or marked on the plan to which these terms relate and if no such site is shown or marked then "Area" means the whole and every part of the lot burdened;
- b. "Council" means the Council of the City of Ryde and includes its Servants and authorised agents;
- c. "Owner" means the registered proprietor for the time being of the Lot burdened, their successors and assigns and anyone claiming Through the registered proprietor;
- d. "System" means the on-site detention system within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, Grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water;
- e. Where there is more than one owner the terms of this covenant and restriction bind the owners jointly and severally; and
- f. The singular includes the plural and vice versa.

2. The owner will at his own expense well and sufficiently maintain and Keep in good and substantial repair and working order the System in accordance with the design dimensions, specifications and performance standards approved by the Council.



26

3. Without limiting the obligations in clause 2, the Owner must-
 - a. keep the System clean and free from obstruction, rubbish and debris;
 - b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;
 - c. permit the Council from time to time and upon giving reasonable notice (but in case of an emergency, at any time and without notice) to enter the Area and inspect the System 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 the time stated in the notice;
4. Without limiting its powers under Section 88(3) of the Conveyancing Act 1919 the Council shall have the following additional powers-
 - a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above.
 - b. The Council may recover from the Owner in a Court of competent jurisdiction:
 - 1) any expense reasonably incurred by it in exercising its power under subparagraph 4(a). Such expenses shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council for the use of materials, tools and equipment in conjunction with the Work.
 - 2) legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate require pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.



5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).

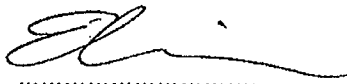
6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: **City of Ryde.**

44 ↓ COUNCIL OF THE

I am authorised to make this change.	
Name: <u>Silvia Elias</u>	Date: <u>16/10/19</u>



Ryde City Council by its authorised delegate pursuant to s377 Local Government Act
1993

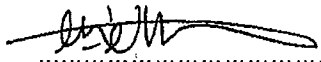


Signature of Delegate

ELIAS ELIAS

Name of Delegate

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



Signature of Witness

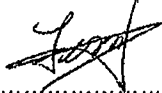
MURA MALEK

Name of Witness

3 Richardson Pl
North Ryde 2113

Address of Witness

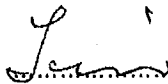
Execution by the registered proprietor



Signature of Registered Proprietor

Zhenwei Lin

Name of Registered Proprietor



Signature of Witness

Anthony YU

Name of Witness

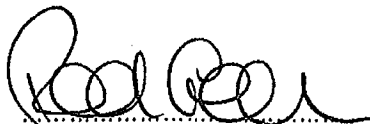
14 Macintyre Cres Sydney NSW 2224

Address of Witness

Consent of the Lessee/Mortgagee/Chargee



Signature of Witness



Signature of Mortgagee/s

PEGGY MURRAY

Name of witness

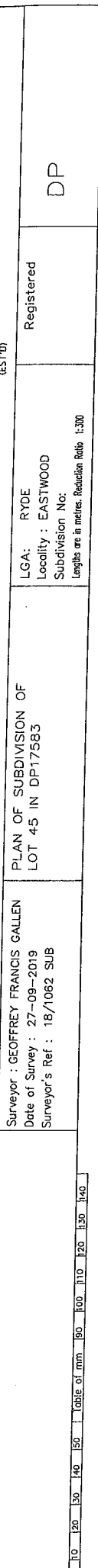
Level 2, 10 Smith Street
Parramatta NSW 2150

page 5 of 5

EXECUTED by HSBC BANK AUSTRALIA
LIMITED A.B.N. 48 006 434 162 by being signed
by its Attorney ROD GREEN
under Power of Attorney dated 7 January 2010, a
certified copy of which is filed at the New South
Wales Land Titles Office in Book 4583 No 183
and by his/her execution hereof the said
Attorney certifies that he/she has no notice of the
revocation of such Power of Attorney and that
he/she is the HTS Team Leader Service Delivery
in the presence of:

22

(A) - CENTRE 0.27 WIDE BRICK PARTY WALL
(B) - EASEMENT TO DRAIN WATER 1.0 WIDE
(C) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(D) - EASEMENT TO DRAIN WATER 0.8 WIDE



20	10	20	30	40	50	able of mm	90	100	110	120	130	140
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)									
Office Use Only Registered: Title System:	Office Use Only DP										
PLAN OF SUBDIVISION OF LOT 45 IN DP 17583	LGA: RYDE Locality: EASTWOOD Parish: HUNTERS HILL County: CUMBERLAND										
Survey Certificate I, GEOFFREY FRANCIS GALLEN of EAST WEST SURVEYORS PTY LTD, OFFICE 2, GROUND FLOOR, 123 MIDSON ROAD, EPPING, 2121 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 27/09/2019 *(b) ~~The part of the land shown in the plan (*being/excluding **~~ ~~was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or~~ *(c) ~~The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.~~ Datum Line: 'X' - 'Y' Type: *Urban/*Rural- The terrain is *Level Undulating / *Steep Mountainous- Signature:  Dated: 10/10/2019 Surveyor Identification No: 1083 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words.	Crown Lands NSW/Western Lands Office Approval 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. Signature: Date: File Number: Office: Subdivision Certificate I, ... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J 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. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.										
Plans used in the preparation of survey/compilation. <table border="0"> <tr> <td>DP17583</td> <td>DP35922</td> <td>DP1106131</td> </tr> <tr> <td>DP16386</td> <td>DP26340</td> <td>DP862435</td> </tr> <tr> <td>DP413279</td> <td>DP1241990</td> <td>DP29986</td> </tr> </table>	DP17583	DP35922	DP1106131	DP16386	DP26340	DP862435	DP413279	DP1241990	DP29986	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
DP17583	DP35922	DP1106131									
DP16386	DP26340	DP862435									
DP413279	DP1241990	DP29986									
Surveyor's Reference: 18/1062 SUB	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A										

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 45 IN DP 17583

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 1919-1964, AS AMENDED,
IT IS INTENDED TO CREATE:

- (1) EASEMENT TO DRAIN WATER 1.0 WIDE
- (2) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (3) EASEMENT TO DRAIN WATER 0.8 WIDE

LOT	Street No	Street Name	Street Type	Locality
1	152	ACACIA	STREET	EASTWOOD
2	152 A	ACACIA	STREET	EASTWOOD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18/1062 SUB

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 45 IN DP 17583

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*
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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

SIGNATURES AND SEALS

.....
ZHENWEI LIN
Registered Proprietor

.....
Name of Witness

.....
Signature of Witness

.....
Address of Witness

CONSENT OF MORTGAGEE

If space is insufficient use additional annexure sheet

**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 4 Sheets

Plan: Plan of Subdivision of Lot 45 in
DP 17583
Covered by subdivision certificate
No:
Dated:

Full name and address Zhenwei Lin

of the owner of the Land: 152 North Road
Eastwood
NSW 2122

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 (B)	Lot 1	Lot 2
2	Right of Carriageway variable width (C)	Lot 1 Lot 2	Lot 2 Lot 1
3	Easement to drain water 0.8 wide (D)	Lot 1	Lot 2

**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 4 Sheets

Plan: Plan of Subdivision of Lot 45 in
DP 17583
Covered by subdivision certificate
No:
Dated:

PART 2 (Terms)

1) Terms of Easement to drain water 1.0 wide numbered 1 and 3 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.

**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 4 Sheets

Plan:

Plan of Subdivision of Lot 45 in
DP 17583
Covered by subdivision certificate
No:
Dated:

2. Terms of Right of Carriageway variable width numbered 2 on 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, to go, pass and re pass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Ryde 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 4 of 4 Sheets

Plan:

Plan of Subdivision of Lot 45 in
DP 17583
Covered by subdivision certificate
No:
Dated:

SIGNATURES AND SEALS

.....
ZHENWEI LIN
Registered proprietor

.....
Name of the Witness

.....
Signature of the Witness

.....
Address of the witness

CONSENT OF MORTGAGEE

Shl & Associates Pty Ltd
Level 11, Suite 1101, 84, Pitt Street
SYDNEY NSW 2000

Issue Date: 10 February 2020
Certificate No: PLN2020/0368
Your Ref: 20201793

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 152 North Rd EASTWOOD NSW 2122
Legal Description: Lot 45 DP 17583
Property Reference: 521087
Land Reference: 23515

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

1. NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLAN AND DEEMED ENVIRONMENTAL PLANNING INSTRUMENTS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

Nil

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

d) STATE ENVIRONMENTAL PLANNING POLICIES AND INSTRUMENTS

The Minister for Planning has notified Council that the following State Environmental Planning Policies and Proposed State Environmental Plans apply to the land and should be specified in this certificate:

State Environmental Planning Policies

State Environmental Planning Policy No 1-Development Standards

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

State Environmental Planning Policy No 21 - Caravan Parks.

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

State Environmental Planning Policy No 50 - Canal Estate Development.

State Environmental Planning Policy No 55 - Remediation of Land.

State Environmental Planning Policy No 64 - Advertising and Signage.
 State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.
 State Environmental Planning Policy No 70-Affordable Housing (Revised Schemes)
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (Education Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Affordable Rental Housing) 2009
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Concurrences) 2018
 State Environmental Planning Policy (Primary Production and Rural Development) 2019.

Deemed State Environmental Planning Policies

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Proposed State Environmental Planning Policies

State Environmental Planning Policy (Environment)

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) ZONING and ZONING TABLE

Ryde Local Environmental Plan 2014 - Zone R2 - Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture.

4 Prohibited

Any development not specified in item 2 or 3

(b) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(c) CRITICAL HABITAT / AREA OF OUTSTANDING BIODIVERSITY VALUE

No. The land does not include or comprise critical habitat under Local Environmental Plan.

(d) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(e) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This land **is not** within any zone under:

- a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the 2006 SEPP); or
- b) a Precinct Plan (within the meaning of the 2006 SEPP); or
- c) a proposed Precinct Plan (within the meaning of the 2006 SEPP) that is or has been the subject of community consultation or on public exhibition.

OTHER PRESCRIBED INFORMATION

3. COMPLYING DEVELOPMENT

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 provisions of clauses 1.17A(1)(c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code, Inland Code and Rural Housing Code

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Building and Additions) Code may be carried out on the land.

Low Rise Medium Density Housing Code

No, the Ryde Local Government Area is one of the Local Government Areas that has been deferred from the commencement of the Low Rise Medium Density Housing Code

Greenfield Housing Code

No, the Greenfield Housing Code **does not** apply to land within the Ryde Local Government Area.

Note: It is necessary for the zoning, size of land and other criteria such as risk level of flood prone and bushfire prone land to be in accordance with that specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for certain types of development to occur under the Policy.

4, 4A (Repealed)

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

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

NO

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

5. MINE SUBSIDENCE

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

No. The land has not been proclaimed to be a mine subsidence district.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

The land is not affected by any 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.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy adopted by the council, or adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by council, that restricts the development because of the likelihood of:

- (i) landslip - NO.
- (ii) bush fire - NO.
- (iii) tidal inundation - NO.
- (iv) subsidence - NO.
- (v) acid sulphate soil - NO.
- (vi) any other risk (other than flooding) - NO.

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. -- NO
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. -- NO
- (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act.

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

9. CONTRIBUTIONS PLAN

The name of each contributions plan applying to the land:

City of Ryde Section 94 Development Contributions Plan 2007 – Interim Update (2014).

9A. BIODIVERSITY CERTIFIED LAND

This 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.

10. BIODIVERSITY STEWARDSHIP SITES

The land is not the subject of 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.

10A. NATIVE VEGETATION CLEARING SET ASIDES

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

11. BUSH FIRE PRONE LAND

The land described in this certificate is not bush fire prone land (as defined in the Act)

12. PROPERTY VEGETATION PLANS

The land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

There has not been an order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14. DIRECTIONS UNDER PART 3A (REPEALED)

There is no direction in force under section 75P (2)(c1) of the Environmental Planning and Assessment Act 1979.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

a) There is no current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land.

b) There are no terms of a kind referred to in clause 18(2) of State Environment Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application since 11 October 2007 in respect of proposed development on the land.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

City of Ryde

There is no valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, in respect of proposed development on the land.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

There is no current site compatibility certificate (affordable rental housing) that Council is aware of, in respect of proposed development on the land.

There are no terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

18. PAPER SUBDIVISION INFORMATION

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

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

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

Note: *City of Ryde does not hold any paper subdivision within the meaning of this clause.*

19. SITE VERIFICATION CERTIFICATES

There is no current site verification certificate of which the Council is aware in respect of the land.

20. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether or not there is any affected building notice of which the council is aware that is in force in respect of the land.

No

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

No

and

(b) Whether or not there is any notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land and is outstanding.

No

(3) In this clause:

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

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

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

(a) The land to which this certificate relates IS NOT significantly contaminated land.

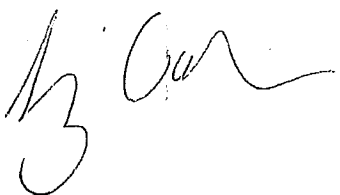
(b) The land to which this certificate relates IS NOT subject to a management order.

- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. (i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, draft Development Control Plans, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.

(ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

Note: The information in this certificate is current as of the date of the certificate.

A handwritten signature in black ink, appearing to read 'Liz Coad', is positioned above the printed name and title.

Liz Coad
Director City Planning and Development

SEWERAGE SERVICE DIAGRAM

Municipality of Ryde

No. 107989
EDWARDS

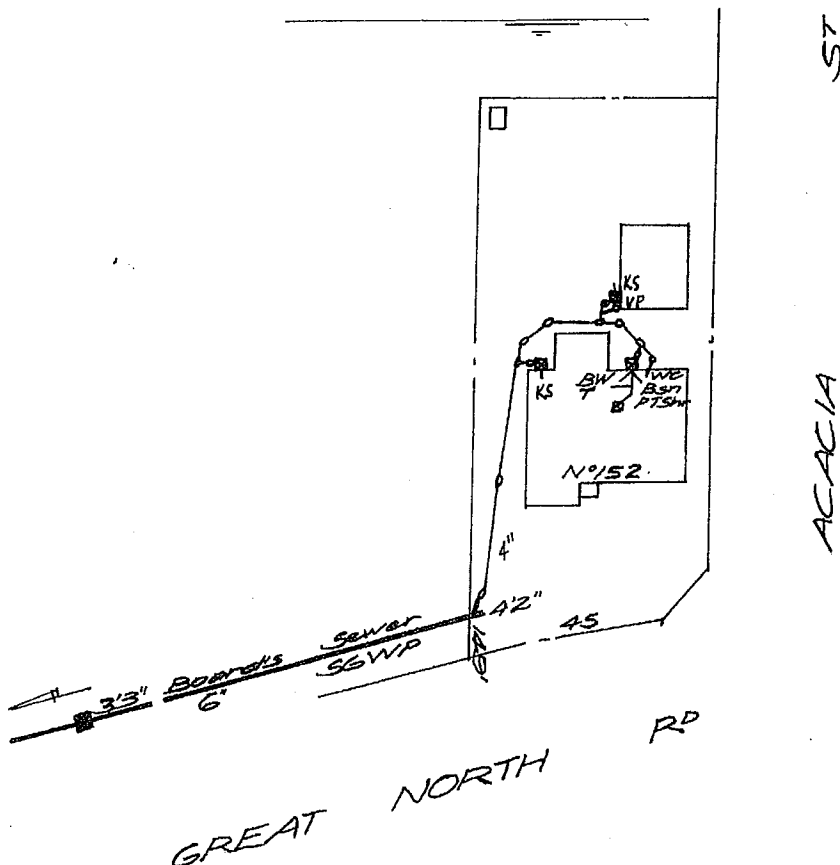
SYMBOLS AND ABBREVIATIONS

☐ Boundary Trap	☒ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
☐ Pit	☐ Cleaning Eye	M.F. Mica Flap	Shr. Shower
☐ G.I. Grease Interceptor	☐ VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
☐ Gully	☐ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
☐ P.T. P. Trap	☐ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
☒ R.S. Reflux Sink	☐ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

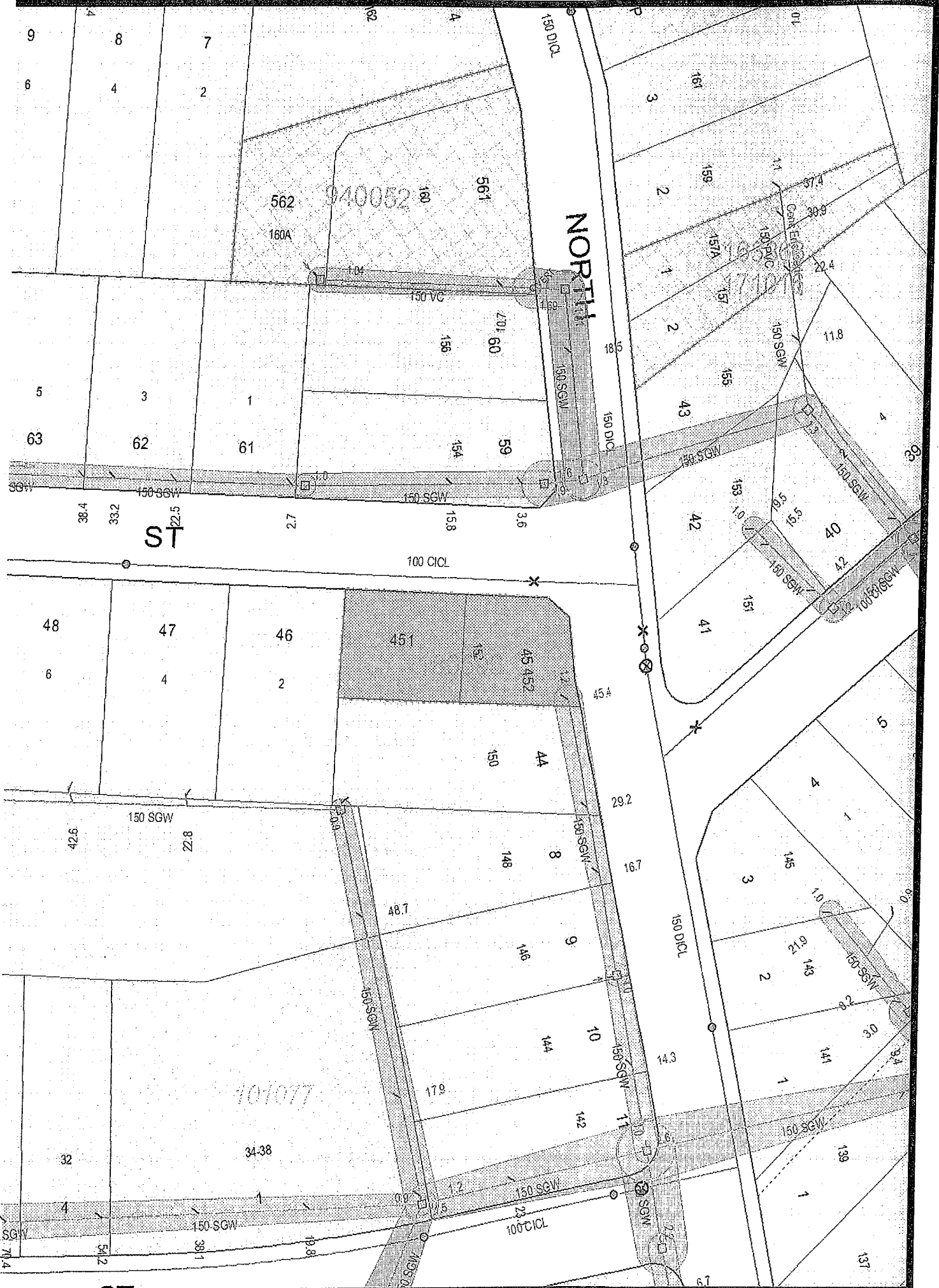
SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. 7161806 W.C.s. U.C.s. 19
SHEET No. 4271 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/ /	Date / /	Inspector	/ /
Shr					
Bsn.	Examined by	/ /	Outfall HL LL	49-987 608 340	
K.S.		/ /	Drainer		
T.	Chief Inspector	/ /	Plumber		
Pig.		/ /	Boundary Trap		
Dge. Int.	Tracing Checked	/ /	is not required		
Dge. Ext.		/ /			





ABN: 59 161 675 663

Level 1, Office 27, 35 Old Northern Rd
Baulkham Hills NSW 2153
(p): 9639 8808
(f):

christina@phoenixbuildingapprovals.com.au

FINAL OCCUPATION CERTIFICATE 180350 (RESIDENTIAL)

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: Zhenwei Lin
Address: 152 North Road, Eastwood NSW 2122
Phone: 0451 166 705
Fax:

OWNER DETAILS

Name of the person having benefit of the development consent: Zhenwei Lin
Address: 152 North Road, Eastwood NSW 2122
Phone: 0451 166 705

RELEVANT CONSENTS

Consent Authority / Local Government Area: Ryde City Council
Development Consent Number: LDA2016/0437
Date Issued: 17/01/2017
Construction Certificate Number: 180350

PROPOSAL

Address of Development: 152 North Road, Eastwood NSW 2122
Building Classification: 1a, 10a
Scope of Building Works Covered by this Notice: Demolition and construction of an attached dual occupancy
Attachments: Schedule 1
Fire Safety Schedule: N/A
Exclusions:

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority: Charbel El-Rihani
Accreditation Body: BPB
2495

DETERMINATION

Approval Date: 13/01/2020

I, Charbel El-Rihani, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s109E;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.

Charbel El-Rihani

Charbel El-Rihani
Accredited Certifier
2495

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.



ABN: 59 161 675 663

Level 1, Office 27, 35 Old Northern Rd
Baulkham Hills NSW 2153
(p): 9639 8808

(f):
christina@phoenixbuildingapprovals.com.au

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 180350

There are no other documentation required to issue Occupation Certificate 180350.

Document Name	Date
OC Application Form	13/01/2020
Shower Screen Certificate	23/08/2019
Section 73 Certificate	30/12/2019
Electrical Hard Wiring Certificate	29/07/2019
Smoke Alarm Certificate	29/07/2019
Fair Trading Plumbing Compliance Certificate	23/10/2019
Window Glazing Certificate	22/08/2019
Structural Certificate - Engineer	12/09/2019
Stormwater Certificate - Engineer	22/08/2019
Stormwater WAE Plan	06/08/2019
Demolition Completion Certificate	02/07/2018
Fire Rating Certificate	11/07/2019
Landscaping Certificate	
Waterproofing Certificate	15/06/2019
Termite Certificate	22/08/2019
Basix Compliance Certificate	18/08/2019
Waterproofing Certificate	14/02/2019
External Engineering Works	18/12/2019
Final Ident Survey	05/08/2019
Positive Covenant Lodgement Receipt	17/10/2019

Phoenix Building Approvals Pty Ltd

Reference: 180350

Date: 13/01/2020

Charbel El-Rihani
Accredited Certifier

2495

Certificate in respect of insurance for residential building work

Policy No: HBCF18036696

Policy Date: 02/07/2018

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	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Construction
Description of construction as advised by builder^	Demolition and construction of an attached dual occupancy
At	152a North Road Eastwood New South Wales 2122
Site plan number^	NA
Site plan type^	NA
Homeowner	Zhenwei Lin
Carried out by	UNIQUE DEVELOPERS PTY LTD
Licence number	262163C
Builder job number^	
Contract amount^	\$380,000.00
Contract date^	19/06/2018
Premium paid	\$8,496.80
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	\$10,187.66

^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

Certificate No: HBCF18036696

Issued on: 02/07/2018



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.

icare HBCF

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 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. 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.

Disclosure Statement – Off the Plan Contracts

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

VENDOR	ZHENWEI LIN
PROPERTY	152A Acacia Street, Eastwood NSW 2122

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☒ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☒ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☒ No ☐ Yes If Yes, please specify scheme type:

DETAILS					
Completion	21 days from registration of the plan of subdivision		Refer to clause(s):	Clause 35.1	
Is there a sunset date?	☐ No ☒ Yes	Can this date be extended?	☐ No ☒ Yes	Refer to clause(s):	
Does the purchaser pay anything more if they do not complete on time?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Late settlement interest pursuant to Clause 35.2		
Has development approval been obtained?	☐ No ☒ Yes	Development Approval No:	LDA2016/437		
Has a principal certifying authority been appointed?	☐ No ☒ Yes	Provide details:	Phoenix Building Approvals Pty Ltd Ph 02 9639 8808		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☒ No ☐ Yes	Provide details, including relevant clause(s) of contract:			

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