

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	PROPERTY EXPERT ESTATE AGENTS Shop 19, 2 Conferta Avenue, Tallawong NSW 2762	phone: 02 8631 0038 / 0402 555 161 email: tushar@youngpropertyexpert.com.au ref: Tushar Virmani
co-agent	NOT APPLICABLE	
vendor	MIN CHEOL LEE and KKOTMANGWOOL PARK 288 Bungarribee Road, Blacktown NSW 2148	
vendor's solicitor	ASTROBRIGHT CONVEYANCING Suite 2, 1017-1019 Victoria Road West Ryde NSW 2114	phone: 02 9809 3333 email: mimiaastrobright@gmail.com ref: Mi Mi Kwon / Ann Woo
date for completion land (address, plan details and title reference)	60 days after the contract date 288 BUNGARRIBEE ROAD BLACKTOWN NSW 2148 LOT 4 DEPOSITED PLAN 29753 Folio Identifier 4/29753	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price deposit balance	_____ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA
-
- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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> ;
<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).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 *servicing* 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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

288 BUNGARRIBEE RD BLACKTOWN NSW 2148

NOTICE

AUCTION CONDITIONS

In addition to any other conditions which may apply to the sale of the subject property by way of auction, the Vendor reserves the right in its absolute discretion to agree, at the request of a prospective bidder prior to the auction, to any variations to the provisions of the within contract as the Vendor sees fit, notwithstanding that such variations may only apply to that prospective bidder.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:
- The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:
- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
 - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,
- unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CONDITIONS OF SALE

1. Amendments to printed clauses:
 - a) Clause 7.1.1 of this contract is amended by substituting “5%” with “1%.
 - b) Clause 8.2.2 of this contract is deleted.
 - c) ~~Clause 14.4.2 of this contract is amended by deleting in entirety and replaced it with “By adjusting the amount equals to the amount of land tax paid or payable by the vendor for the property without regard to any discount or threshold that may apply in calculating the land tax”.~~
 - d) Clause 23.6.1 of this contract is deleted and replaced with “The vendor is liable for it if it was determined on or before the contract date, but if it is payable by instalments, only the instalment/s payable prior to the contract date and the purchaser will be liable for the instalment/s payable on or after the contract date.”
 - e) Clause 23.13 of this contract is deleted and replaced with “The vendor authorises the purchaser to apply for a certificate under section 184 of the Strata Schemes management Act 1996 or section 26 of the Community Land Management Act 1989 in relation to the lot, the schemes or any other schemes”.
 - f) Clause 23.14 of this contract is deleted.
 - g) Clause 23.17 of this contract is deleted.
 - h) Clause 23.7 of this contract is deleted.
2. The purchaser acknowledges and agrees that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or sales or other brochures produced or statements or sales exhibition plans, pictures, models or other material displayed before/e the execution of this contract.
3. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.
4. Should a Notice to Complete be issued through no fault of the Vendor, the purchaser shall be liable to pay the vendor the sum of \$550.00 including GST for costs associated with the preparation and service of the Notice to Complete.
5. If at any time prior to completion the vendor or purchaser (or any of them) dies or becomes mentally ill or being a company is wound up or goes into voluntary liquidation or if a mortgagee of the property goes into possession then either party may at any time thereafter rescind this contract.
6. If the Purchaser cancels settlement after appropriate arrangements have been made, the Purchaser will allow to the Vendor’s Representative \$330.00 on settlement, for each cancellation.
7. If the purchaser requests an extension to the cooling off period and such extension is agreed by the vendor, the purchaser shall on the earlier of completion, rescission or termination pay to the vendor an amount of \$150.00 (plus GST) as re-imbusement of the vendor’s additional conveyancing expenses.

8. Payment of deposit by bond:-

- 8.1 Instead of paying the deposit under clause 2.1, the purchaser may secure payment of the deposit by delivering a deposit guarantee bond or bank guarantee ("Bond") in a form acceptable to the vendor, to the vendor on or before the date of this contract and in that case clauses 3.2, 3.3, 3.4 and 3.5 shall apply.
- 8.2 On completion the purchaser must pay to the vendor by unendorsed bank cheque the amount of deposit.
- 8.3 If the vendor gives the purchaser notice in writing claiming forfeit of the deposit under this contract, then the purchaser must pay to the vendor within four clear business days of receiving that notice the amount of the deposit.
- 8.4 If the such bond has an expiry date which occurs before the completion date, the purchaser must at least 21 days before that expiry date replace the Bond with either bank cheque in favour of the vendor's agent or vendor's solicitor for the deposit or a replacement Deposit Bond which has an expiry date occurring after the completion date.

9. Normally the purchaser acknowledges that:-

- 9.1 The property is sold in its present condition and state of repair and with all defects, if any, whether latent or patent including any holes or marks as a result of the removal by the vendors of picture frame, painting, hanging mirrors, television brackets, dryer brackets,
- 9.2 The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the property.
- 9.3 The purchaser represents and warrants that before entering into this contract, the purchaser has inspected the property and agrees to purchase the property on an 'as is, where is'.
- 9.4 Notwithstanding anything hereinbefore contained, the purchaser shall take title subject to the existing (or lack of) water, sewerage, drainage, gas electricity and other installations and services and shall not make any objection thereto or make any requisition or claim for any compensation in respect thereof.

~~10. If this contract provides for the deposit to be invested the parties agree to provide their Tax File Numbers to the deposit holder forthwith.~~

11. The purchaser agrees to release to the vendor the whole or part of the deposit provided that it is used for the following purposes:

- 11.1 Deposit on the purchase of another property;
- 11.2 Payment of stamp duty on the purchase of another property
- 11.3 Payment of part of the settlement moneys required by the vendor to complete settlement on the purchase of another property

No further authorisation or consent will be required from the purchaser other than as contained in this contract.

12. Should completion not take place on or before the completion date set-forth herein through no fault of the vendor then the purchaser shall pay interest on the balance of the purchase money at the rate of 10% per annum until completion or valid rescission of this contract from the date of completion set-forth herein.
13. The purchaser warrants that he was not introduced to the vendors or to the property by any agent or employee of any agent other than the agent named as such in this contract. In the event that the vendors are found liable for the payment of an agent's commission arising from a breach of this warranty (other than payment to the agent named herein) the purchaser shall and does hereby indemnify the vendors in respect of the payment of such commission and also for the payment of any costs or expenses involved in defending any claims for such commission. This clause shall not merge upon completion.
14. If the purchaser is a company, it is an essential provision of this contract that the director(s) of such company namely _____ and ("the guarantor(s)") jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract and liabilities, costs and expenses accruing to the vendor resulting or arising from any of the obligations on its part to be performed or observed.
15. The purchaser warrants that he has fully complied with the provisions of the Foreign Takeover Act 1975, as amended(Cth) as regards the purchase of this property at the date hereof. In the event of a breach of this warranty, the purchaser will indemnify the vendors against any penalties, fines, legal costs, claims, loss or damage suffered thereby. This clause shall not merge upon completion.
16. The Vendor declares and the Purchaser agrees to make no claim, requisition, demand or to seek to rescind this contract on the basis of the date of issue of the section 10.7(2) certificate, and in particular with regard to the contents therein regarding whether complying development can be carried out on the land.
17. The purchaser must provide the settlement adjustment sheet and all required authority certificates to the vendor's conveyancer at least two (2) clear business days before completion or the purchaser will allow the vendor in the sum of \$150.00 plus GST as a genuine pre-estimate of the additional legal expenses of preparing payment direction at short notice.
18. The parties agree to adjust all usual outgoing and all amounts under the contract on completion, however if any amount is incorrectly calculated, overlooked or an error has been made in such calculations the parties agree to correct such error and to reimburse each other accordingly after completion.
- ~~19. For the avoidance of doubt, land tax is payable and to be adjusted at 1.6% of the actual taxable value with respect to the property as shown on the vendor's assessment notice.~~
20. The purchaser acknowledges that the only form of general Requisitions on Title that the purchaser shall be entitled to raise pursuant to clause 5 shall be in the form of Requisitions on Title annexed to this contract.

21. The vendor discloses that the owner-builder permit was issued in relation to the works for this property (refer to Annexure A) on 2 February 2021. The works done under the owner-builder permit is not required to be insured under the Home Building Act 1989 and the purchase will be entitled to the benefit of the Statutory Warranties set out in the Home Building Act 1989. The purchaser cannot make any objection or rescind or terminate or attempt to rescind or terminate or refuse to complete or threaten not to complete this contract because of any matter disclosed or noted in this clause.

22. The Vendor's Continuing Occupation

- 22.1 Subject to this agreement the vendor shall remain in occupation of the property following settlement for three (3) weeks from the date of completion.
- 22.2 During continuing occupation be the vendor as aforesaid the vendor shall pay to the purchaser a licence fee of \$1,000.00 per week and the total licence fee (\$3,000.00) will be adjusted on completion.
- 22.3 The parties acknowledge that this agreement is of a class contemplated by Section 8(1)(f) of the Residential Tenancies Act 2010 as amended and accordingly the provisions of the Act do not apply to this agreement and the right of occupancy granted herein constitutes a licence only.
- 22.4 The purchase undertakes not to enter the property nor to authorise or permit any agent or representative of the purchaser to enter upon the property without first giving to the vendor reasonable notice of its intention to inspect the property.
- 22.5 During the vendor's continuing occupation the vendor will be responsible for all normal maintenance of the property and will hand possession of the property to the purchaser in substantially the same condition as at completion (fair wear and tear accepted).
- 22.6 This clause shall not merge upon completion.

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 allotment.
 - (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 Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (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 Property 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. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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 1993* (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 Information Certificate or 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 (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in Section 6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act*, (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
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 or 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/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.

Off the plan contract

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

'Annexure A'



Fair Trading

Tel 13 32 20
TTY 02 9338 4643
ABN 81 913 830 179
www.fairtrading.nsw.gov.au

OWNER BUILDER PERMIT

Home Building Act 1989

Min Lee
288 BUNGARRIBEE RD
BLACKTOWN NSW 2148

Permit: 466165P
Issued: 02/02/2021

Receipt: 10004842699-01
Amount: \$187.00

PERMIT ISSUED TO: Min Lee

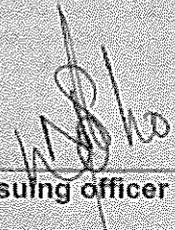
FOR THE BUILDING SITE AT: 288 BUNGARRIBEE RD, BLACKTOWN, NSW 2148 AUSTRALIA

BUILDING WORK AUTHORISED: Dwelling Additions

DEVELOPMENT CONSENT NO: DA-19-01831

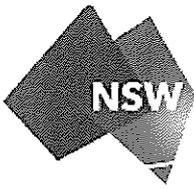
COUNCIL AREA: BLACKTOWN (C) COUNCIL

OTHER PERSONS WITH A PRESCRIBED INTEREST IN THE LAND: KKOTMANGWOOL PARK


Issuing officer  **Service NSW**
MT DRUITT

CAUTION: AS THE HOLDER OF AN OWNER-BUILDER PERMIT YOU MUST NOW ADVISE YOUR CERTIFYING AUTHORITY (COUNCIL OR PRIVATE CERTIFIER) OF YOUR OWNER-BUILDER PERMIT NUMBER AND DATE OF ISSUE.

This permit is only valid when an official receipt has been imprinted.
If payment is made by cheque, the permit is conditional on the cheque being met on presentation.
*GST amount included in total fee: \$0.



FOLIO: 4/29753

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/4/2025	3:07 PM	4	17/6/2021

LAND

LOT 4 IN DEPOSITED PLAN 29753
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP29753

FIRST SCHEDULE

MIN CHEOL LEE
KKOTMANGWOOL PARK
AS JOINT TENANTS (T AM321381)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B225433 COVENANT
- 3 AR155249 MORTGAGE TO AFSH NOMINEES PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PARK...

PRINTED ON 16/4/2025

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

Plan Form No. 2 (For Deposited Plan)

This is the plan numbered & recorded as
DEPOSITED PLAN No 29753
 on the 4th day of June 1959
Janulation
 REGISTRAR GENERAL

Municipality of
 Shire of Blacktown

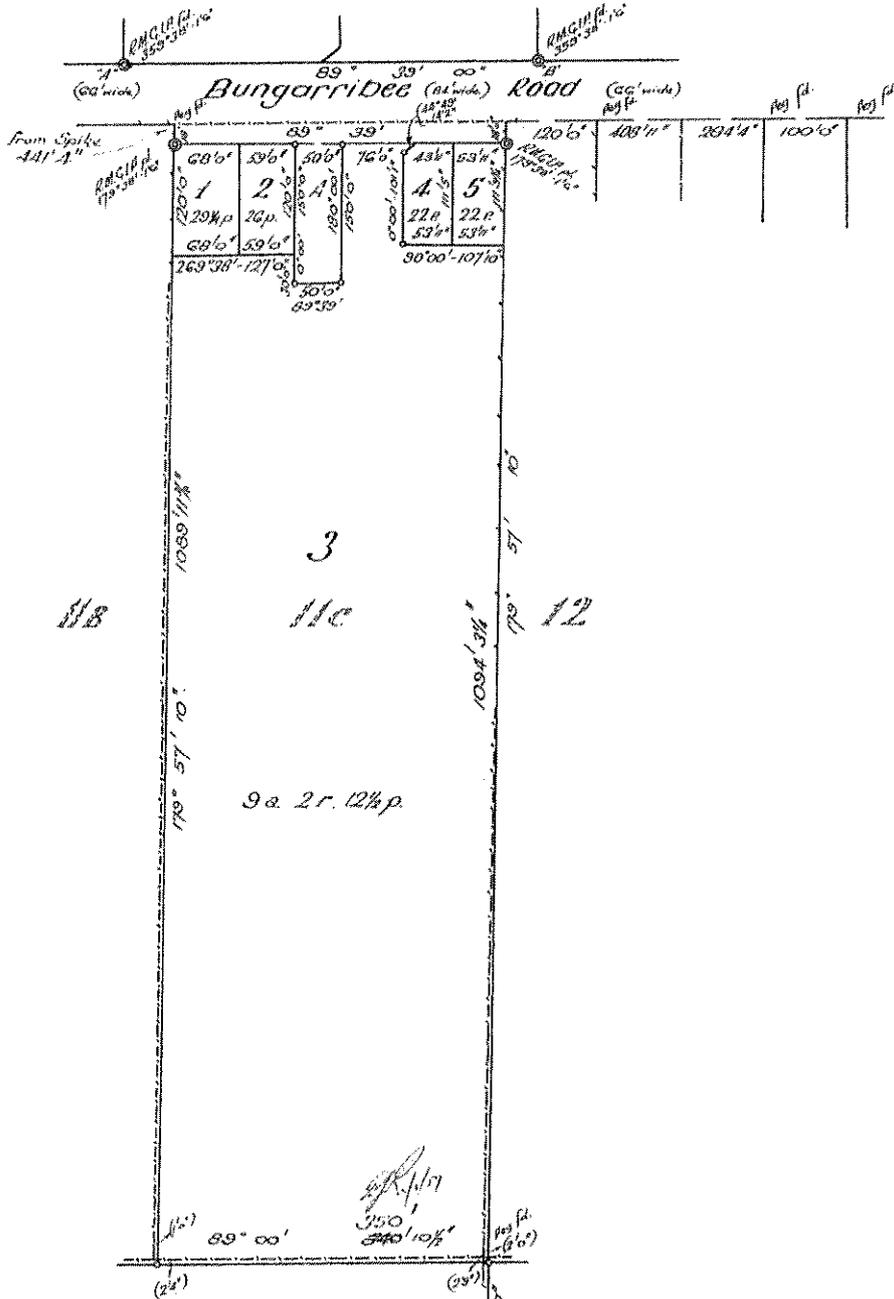
PLAN

part of lot B in plan lodged with Tfr. H61310
 of subdivision of lot 11c as shown upon M.P.S. (R.P.) No 81944

H111042 16.12.58.

PARISH OF PROSPECT COUNTY OF CUMBERLAND

Scale $\frac{100 \text{ Metres}}{60 \text{ feet}}$ to an inch



Approved by the Council and Certified in
 accordance with the Provisions of Section
 527 of the Local Government Act 1918,
 Subdivision No. _____

Datum line of Azimuth A-B.

I, the undersigned, being a duly qualified Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as deposited with me, and that the same is in accordance with the provisions of the Survey Act 1923, and was registered on the 15th August 1959.

**BURRILL
 P.C.**

Paul Joseph Robinson
 of A. Kildara St. Blacktown
 a surveyor registered under the Surveyors Act, 1923-1946, hereby certifies that the
 survey represented in this plan is accurate and has been made in accordance with the
 provisions of the Survey Act 1923, and was registered on the 15th August 1959.

(Signature) *P. J. Robinson*
 Surveyor registered under the Surveyors Act, 1923-46



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 29753

FEET	INCHES	METRES
1	-	0.305
1	6	0.457
2	-	0.610
2	4	0.711
2	9	0.838
14	2	4.318
18	-	5.486
29	9	9.068
30	-	9.144
43	11	13.386
50	-	15.240
53	-	16.154
53	11	16.434
59	-	17.583
66	-	20.117
68	-	20.726
76	-	23.165
84	-	25.603
100	-	30.480
101	1	30.810
107	10	32.868
111	5	33.960
111	9 1/4	34.068
112	-	34.158
120	-	36.576
127	-	38.710
150	-	45.720
284	4	86.665
350	10 1/2	106.997
408	11	124.638
441	4	134.518
1069	11 3/8	332.216
1094	3 1/4	333.534

AC	RD	P	SQ M
-	-	22	556.4
-	-	26	657.6
-	-	29 3/4	752.5

AC	RD	P	HA
9	2	12 1/2	3.876

B225433K

N.S.W. REALTY CO. LIMITED

must not be disclosed (transfer)

state, strike out "in e." and interline the alteration.

225433

o or more, state as joint tenants or in common.

References cannot conveniently inserted, or annexure (obtainable) may be added. Parties and their signatures must be witnessed. References will suffice if the land in the grant or to be transferred. Only add "and being cc. D.P." or "the land shown in annexed hereto," or "the residue of the certificate (or grant) of Vol. Fol." the consent of the council is required to vision in mentioned in 7. Act, 1919 should any the transfer. But if unnecessary. Its should comply tion 89 of the Conveyancing Act, 1919. so should be set forth bit-of-way or easement tion. Division in addition to lification of the its implied by the y also be inserted.

short note will suffice.

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 EIGHTY FIVE POUNDS EIGHTEEN SHILLINGS AND NINE PENCE (£185/18/9) (the receipt whereof is hereby acknowledged) paid to it by

JAMES MALONEY of Five Dock, Tramway Employee, and MARY MALONEY his wife,

do hereby transfer to the said transferees as Joint Tenants ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect	Part and eleven (11) Sec. one (1) of Bungarribee Est. as shown on D.P. No. 6796	2415	201

And the transferee covenants with the transferrer AND the Transferees hereby for themselves their executors, administrators and assigns and so as to bind, not only themselves their executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferees executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than—

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.

And for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 6796 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or either of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, etc., REFERRED TO.

attested within the State instrument should be signed or acknowledged before Registrar-General, or any Registrar-General or any Public, a J.P. or Commissioner for Affidavits, in the presence of the Transferrer is, otherwise the attestation must appear one of the above functions to make a declaration in the annexed form. instruments executed here, see page 2.

attestation if any.

Transferrer or Transferees sign by a mark, the attestation must state "that instrument was read over explained to him, and he appeared fully to stand the same."

Signed at the day of THE COMMON SEAL of N.S.W. REALTY CO. LIMITED was hereto affixed by JAMES BENNETT RICKARD this month day of June 1928 in the presence of: J. O. House

Signed Transferrer: J. O. House

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME are J. O. House, W. Lynck, J. O. House, E. Smith & Rickard

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

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.

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. alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CONSENT OF MORTGAGEE.

Chung-shell
I, 6/17

mortgagee under Mortgage No. 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 1925 Signed in my presence by who is personally known to me. Mortgagee.

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 1925 Signed at the place and on the date above-mentioned, in the presence of—

h Strike out unneeded words. Add any matter necessary to show that the power effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty 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.

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

MEMORANDUM OF TRANSFER of

Acres roads perches Lots 11 & 11A Rec 1 DP 6796 Shire Blacktown Municipality Prospect County James Maloney (subject to covenant) & Mary Maloney joint tenants Transferrees

DOCUMENTS LODGED HEREWITH.

Table with columns: Nature, No., Reg'd Propr., M't'gor, etc. To be filled in by person lodging dealing.

Particulars entered in Register Book, Vol. 2415 Fol. 201

the 16th day of June 1925 at 3 minutes past 3 o'clock in the afternoon.

INDEX JUN 1925 CHECKED BY

Registrar General [Seal]

B 225433

PROGRESS RECORD.

Table with columns: Description, Initials, Date. Rows include: Sent to Survey Branch, Received from Records, Draft written, Draft examined, Diagram prepared, Diagram examined, Draft forwarded, Supt. of Engrossers, Cancellation Clerk.

If the resident without the State, but in any other part of the British Dominion the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title 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 a municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint. If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public. If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé 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 of 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.

The fees are:—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 issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. 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 only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.

VOL. 3742 FOL. 222

Planning certificate



Section 10.7 (2)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

Applicant details

ASTROBRIGHT CONVEYANCING SUITE 2, 1017-1019 VICTORIA ROAD WEST RYDE NSW 2114	Your reference	25-0420 PARK & LEE
------------------------------------------------------------------------------------	-----------------------	-----------------------

Certificate details

Certificate no.	PL2025/04552	Fee	\$69.00
Date issued	11 April 2025	Urgency fee	N/A
Receipt no	ReceiptNo		

Property information

Property ID	102493	Land ID	102493
Legal description	LOT 4 DP 29753		
Address	288 BUNGARRIBEE ROAD BLACKTOWN NSW 2148		
County	CUMBERLAND	Parish	PROSPECT

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Notice on the NSW Government's review of State Environmental Planning Policies

This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

From 1 March 2022, the following State Environmental Planning Policies apply as follows:

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
 - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
 - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Sydney Regional Environmental Plan No 30—St Marys applied.
 - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
 - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

Employment Land Zones Reforms

From 26 April 2023, *State Environmental Planning Policy Amendment (Land Use Zones) 2022* (829) applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

Blacktown Local Environmental Plan 2015 applies to the subject land.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown Development Control Plan 2015 applies to the subject land.

1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022
On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- Review of Clause 4.6
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.
- Amendment to the then State Environmental Planning Policy (State and Regional Development)
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.



- **Amendment to the then Infrastructure State Environmental Planning Policy**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.
- **Proposed State Environmental Planning Policy (Environment)**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

Zone R2 Low Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

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 enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems

4 Prohibited

Any development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20



Environmental planning instrument	Provisions - Additional permitted uses
	Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:
<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

2.6 Conservation area

The following outlines whether the land is in a conservation area:

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:



- Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurrangy Reserve, in Doonside/Rooty Hill/Glendenning
 - Doctor Charles McKay Reserve, Mount Druitt
 - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
 - Shanes Park woodland
 - Wianamatta Regional Park, Ropes Crossing
 - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
 - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 19 - Blacktown Growth Precinct applies to the subject land.
Contributions Plan No. 3 - Open Space in Established Residential Areas applies to the subject land.



3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#!/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at: www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.



5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:



The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.



9. Flood related development controls

The following outlines:

- 9.1** If the land or part of the land is within the flood planning area and subject to flood related development controls.
- Yes/No**
- 9.2** If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- For residential development: **Yes/No**
For other development: **Seek further clarification**

- 9.3** The flooding precincts are shown on Maps online, within the layer titled "Flooding Precincts".

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

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

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The



document is available on the Rural Fire Service's website at:
<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

12. Loose-fill asbestos insulation

The following outlines if the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.



14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the 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*.

Council has not been notified that the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*.

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

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.
Council has not verified whether any order has been made of which it has not been notified.
The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

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

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.



20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22. Site compatibility certificates and development consent conditions for affordable rental housing

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>



23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.



Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note: that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

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

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.



State Environmental Planning Policy (Precincts - Central River City) 2021

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

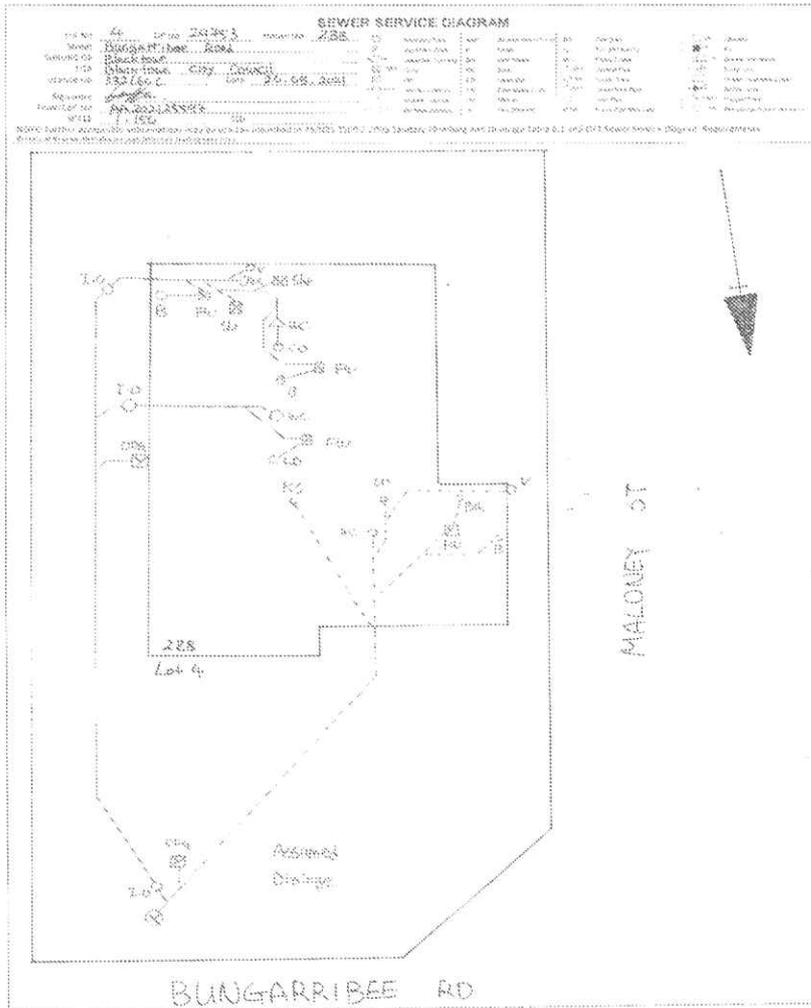
- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate



Sewer Service Diagram

Application Number: 8004239302

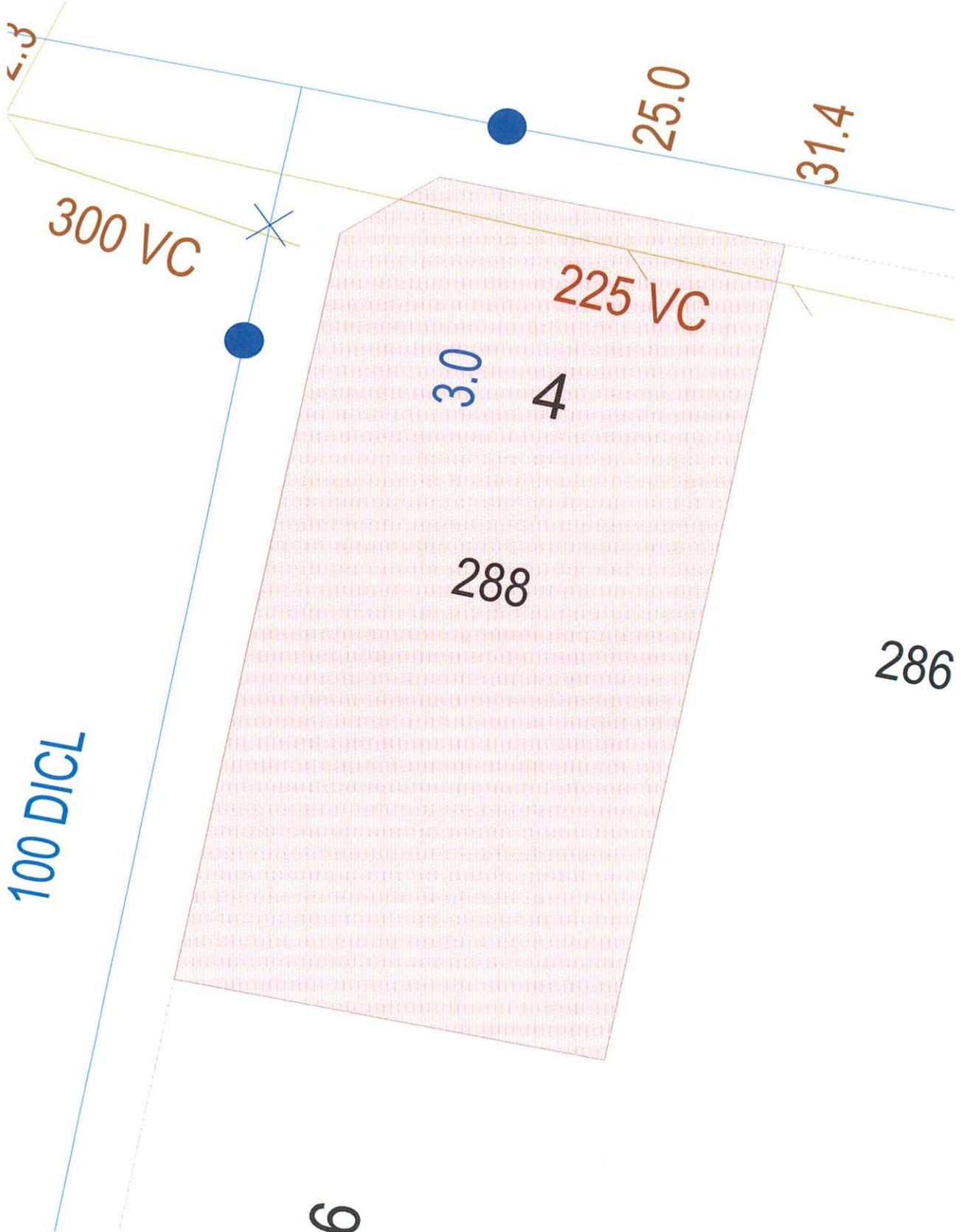


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Disclaimer

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

Service Location Print
Application Number: 8004239301



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Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

OCCUPATION CERTIFICATE - 200130/01 - WHOLE - 200130/01 (RESIDENTIAL)

Issued under Part 6 of the Environmental Planning and Assessment Act 1979 (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: Min Choel Lee & Kkotmangwool Park
Address: 288 Bungarribee, Blacktown NSW
Phone: 0431264535
Fax:

OWNER DETAILS

Name of the person having benefit of the development consent: Min Choel Lee & Kkotmangwool Park
Address: 288 Bungarribee, Blacktown NSW
Phone: 0431264535

RELEVANT CONSENTS

Consent Authority / Local Government Area: Blacktown City Council
Development Consent Number: DA-19-01831
Date Issued: 28/04/2020
Construction Certificate Number: 200130/01

PROPOSAL

Address of Development: 288 Bungarribee Road, Blacktown NSW 2148
Lot: 4
DP: 29753
Type of Occupation Certificate: Whole
Building Classification: 1a
Scope of Building Works Covered by this Notice: Dwelling Additions
Attachments: Schedule 1
Fire Safety Schedule: N/A
Exclusions: N/A

PRINCIPAL CERTIFIER

Certifying Authority: Asik Regmi
Accreditation Body: NSW Fair Trading BDC3123

DETERMINATION

Approval Date: 04/04/2022

I, Asik Regmi, as the certifying authority, certify that:

- I have been appointed as the Principal Certifier under s6.5;
- 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.



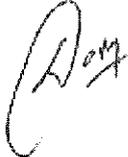
Asik Regmi

N.B. Right of Appeal: Under s6.5, 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.

OC Documents:

Documents	Prepared by	Certificate No.	Date
Application for Occupation Certificate	Min Choel Lee & Kkotmangwool Park	-	09/11/2020
Mandatory Critical Stage Inspection Summary Report	Paragon Building Certifiers	-	-
BASIX Completion Receipt	Paragon Building Certifiers	CR-164904622737 2-A364710	04/04/2022
BASIX Compliance Certificate	Min Choel Lee	A364710	20/02/2022
Certificate of Compliance for Plumbing & Drainage Work	HYUNJIN MOON	E266911	04/02/2022
Stormwater compliance certificate	HYUNJIN MOON	-	06/12/2021
Certificate of Compliance for Electrical work	KEUMYEOL IM	4829061	20/01/2022
Smoke Alarm Certificate	KEUMYEOL IM	-	21/01/2022
Glazing Certificate	SYDNEY WINDOWS	SW-011021-21648	01/11/2021
Waterproofing Certificate	Timothy Shin	-	12/11/2021
Final Survey Report	Razak Albert Alhassan	2022013-001	01/02/2022
Termite Certificate	Kee Lee	-	28/08/2021
Handrails & showerscreen certificate	M & K Maintenance Pty Ltd	-	20/02/2022
Structural Certificate after completion	PAC Consulting Pty. Ltd	CER200820-04	17/02/2022
Framework inspection Certificate	PAC Consulting Pty. Ltd	CER200820-03	19/10/2021
Slab inspection certificate	PAC Consulting Pty. Ltd	CER200820-02	14/09/2021
Missed Inspection -Slab	Min Choel Lee	-	15/09/2021

MANDATORY CRITICAL STAGE INSPECTION SUMMARY REPORT

TYPE OF CRITICAL STAGE INSPECTION		INSPECTION DATES	
		Date	Name & Accreditation No.
<input checked="" type="checkbox"/>	Pre-Commencement Inspection	12/05/2021	Asik Regmi/BDC3123
<input type="checkbox"/>	In case of a swimming pool (only if the pool is required to be inspected by the Swimming Pools Act 1992), as soon as practicable after the barrier has been erected for the swimming pool		
<input checked="" type="checkbox"/>	After excavation for, and prior to the placement of the footings	13/09/2021	Asik Regmi/BDC3123
<input type="checkbox"/>	Prior to pouring any in-situ reinforced concrete building element		
<input checked="" type="checkbox"/>	Prior to covering of the framework for any floor, wall, roof, or other building element	02/11/2021	Asik Regmi/BDC3123
<input checked="" type="checkbox"/>	Prior to covering waterproofing in any wet areas (only 10% for Class 2, 3 & 4 buildings)	25/11/2021	Asik Regmi/BDC3123
<input checked="" type="checkbox"/>	Prior to covering any stormwater drainage connections	06/12/2021	Asik Regmi/BDC3123
<input checked="" type="checkbox"/>	After the building work has been completed and prior to any Occupation Certificates being issued in relation to the building	21/03/2022	Asik Regmi/BDC3123
SITE DETAILS			
Address:		288 Bungarribee Road, Blacktown NSW 2148	
DA No.:		DA-19-01831	CC No.: 200130/01
RECORD OF INSPECTION			
Inspection by another Registered Certifier (not the PCA):	Name of Registered Certifier:		
	Registration No.		
	Has Report by this Registered Certifier been Attached?		(Yes / No)
Was work carried out satisfactorily (if not undertaken by PCA)?	(Yes / No)		
Notes:			
MISSED INSPECTION			
Was an inspection missed due to "unavoidable circumstances"?	Yes	Please see missed inspection report	
Principal Contractor	Name: M C Lee		
	Tel: 0431264535		
Name of PCA:	Aasish Regmi		
Signature of PCA:			Date: 04/04/2022
Accreditation Body:	NSW FAIR TRADING		
Accreditation Number:	BDC3123		

APPLICATION FORM / APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY

Environmental Planning and Assessment Act 1979 Sections 6.4 & 6.6 and Clauses 126, 139 & 149 of EP&A Regulation 2000

I/we the undersigned hereby make application to Paragon Building Certifiers Pty Ltd for:

	Office use only
<input type="checkbox"/> Complying Development Certificate	Date of Receipt:
<input type="checkbox"/> Construction Certificate	Date of Receipt:
<input type="checkbox"/> Occupation Certificate – Part of the Building	Date of Receipt:
<input checked="" type="checkbox"/> Occupation Certificate – Whole of the Building	Date of Receipt: 21/03/2022
<input checked="" type="checkbox"/> Appointing Paragon Building Certifiers as the PCA	

APPLICANT DETAILS

Name: M C Lee / Kkotmangwool Park Email Address: lmcova@hotmail.com

Address: 288 Bungarribee Road Blacktown NSW

Mobile: _____ Phone Number: 0431264535

Note: The applicant must be the property owners, or a person authorized by the owner to lodge the application. However, a building contractor cannot be the applicant unless they are the owner of the property.

OWNER DETAILS & CONSENT

Name: M C Lee / Kkotmangwool Park Email Address: lmcova@hotmail.com

Address: 288 Bungarribee Road Blacktown NSW

Mobile: _____ Phone Number: 0431264535

As the owner/s of the subject property, I/we hereby consent to this Application for the Certificate for the proposed development described below.

Note: Where the owner is a company, a comply director must sign the form. Where the works are being carried out in strata titled building the consent of the Body Corporate must be provided.

Owner's Signature



Print Names: M C Lee

Kkotmangwool Park

Date: 09.11.20

SUBJECT LAND & DESCRIPTION OF DEVELOPMENT:

Lot/Portion: 4 DP/SP No. 29753

Address: 288 Bungarribee Road

Municipality: Blacktown Property size: 556 sq. m

Latitude: -33.775154 Longitude: 150.889639

Description of Building Works: Dwelling Additions

Value of Work: \$ 109,450 including GST

Date of Commencement: 21.05.21

Bonded/friable asbestos to be disturbed or removed: yes no | if yes, amount: square meters

DEVELOPMENT CONSENT & BUILDING CODE OF AUSTRALIA BUILDING CLASSIFICATION

Consent No. DA- 10-01831 Date of determination: 28 / 04 /2020

Part of the Building: Whole Use: Single Dwelling only

BCA Classification: Class 1A

BUILDER DETAILS

Company Name: Owner Builder Permit

Suburb: ABN:

Licensed Number:

CONSENT TO APPOINTMENT AS PRINCIPAL CERTIFYING AUTHORITY (PCA):

Aasish Regmi (Asik) is being appointed as the Principle Certifying Authority of the development
Aasish Regmi - BPB Registration Number: BPB 3123 (A2 Registered Certifier – Building Surveying Grade 2)
Company Name: Paragon Building Certifiers Pty Ltd (ACN 636 928 115)
Address: 14/18 Third Avenue, Blacktown NSW 2148

CONSTRUCTION CERTIFICATE / COMPLYING DEVELOPMENT CERTIFICATE

Certificate No. 200130/01 Date of determination: 15/06/2021

COMPLIANCE WITH DEVELOPMENT CONSENT OR COMPLYING DEVELOPMENT CERTIFICATE:

Have all conditions required to be satisfied prior to the commencement of work has been satisfied?

Yes No

LIST OF DOCUMENTS ACCOMPANYING THIS APPLICATION:

Architectural drawings for CC Basix certificate Struct. Eng's docs.
 Sydney water tap in Stormwater Eng's docs

ENVIRONMENTAL PLANNING INSTRUMENT UNDER

Name of Environmental Planning Instrument under which this development is complying development.

State Environmental Planning Policy (Exempt & Complying Development Codes) 2008
 State Environmental Planning Policy (Affordable Housing) 2009
 Other _____

BASIX AFFECTED DEVELOPMENT

Is development BASIX affected development? Yes No

HOME BUILDING ACT 1989 REQUIREMENTS:

Principal certifying authority has been advised of the requirements of Cl 78C of the Regulation?

Yes No Not applicable

SIGNATURE OF APPLICANTS/OWNERS

As the owner/applicant I confirm the appointment of the Principal Certifying Authority as detailed above. Consent has been provided to the PCA to enter the property to carry out the inspection related to this application

Signatures:



Print Names: M C Lee

Date: 09.11.20

Kkotinangwoi Park

ABS Form

Particulars of the proposal

What is the area of the land (m²) **556.4 m2**

Gross floor area of existing building (m²) **73.85 m2**

What are the current uses of all or parts of the building(s)/land?
 (if vacant state vacant) **Class 1a**

Location Use
Dwelling

Does the site contain a dual occupancy? **N/A**

What is the gross floor area of the proposed addition or new building
 (m²) **176.41 m2**

What are the proposed uses of all parts of the building(s)/land?
 Location Use

Addition of Ex. dwelling

Number of pre-existing dwellings **1**

Number of dwellings to be demolished **N/A**

How many dwellings are proposed? **N/A**

How many storeys will the building consist of? **single**

Materials to be used

Place a tick adjacent to the material, which best describes what the new work will be constructed of:

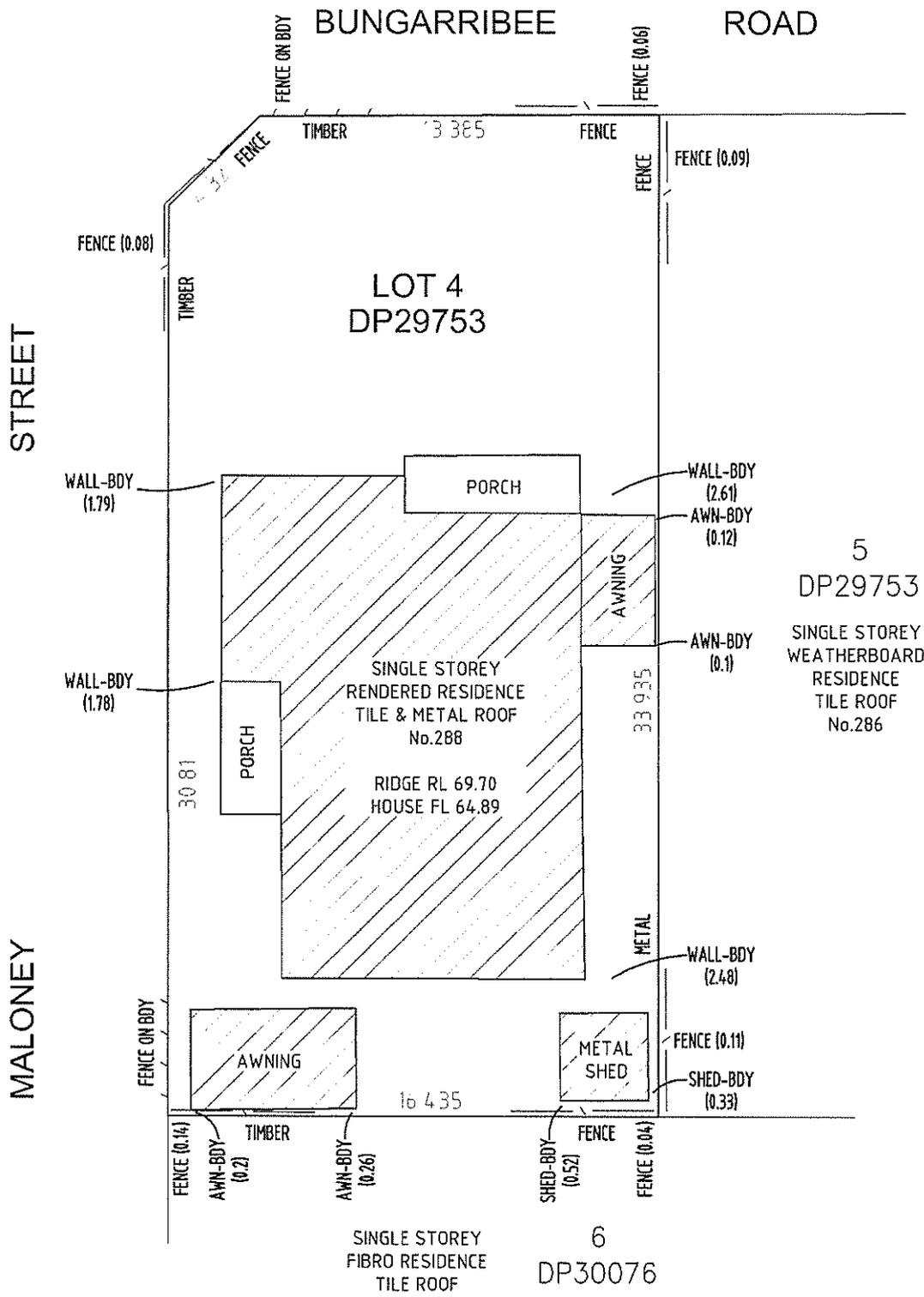
Walls	Code	Roof	Code
brick veneer	12	aluminum	70
full brick	11	Concrete	20
single brick	11	Concrete tile	10
concrete block	11	Fibrous cement	30
concrete/masonry	20	Fiberglass	80
concrete	20	Masonry/terracotta shingle tiles	10
steel	60	slate	20
<u>fibrous cement</u>	<u>30</u>	<u>Steel</u>	<u>60</u>
Hardiplank	30	Terracotta tile	10
Cladding – Aluminum	70	Other	80
Curtain glass	50	unknown	90
other	80		
unknown	90		

Floor	Code	Frame	Code
Concrete	20	<u>Timber</u>	<u>40</u>
<u>Timber</u>	<u>10</u>	Steel	60
Other	80	Other	80
Uknown	90	Unknown	90

FIRE SAFETY SCHEDULE: (for any existing building and the land on which it is situated)

No.	Essential Fire Safety Measures	Current Standard of Performance	Proposed Altered /Modified Essential Fire Safety Measure	
1.	Access Panels, Doors and Hoppers		<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Automatic Fail Safe Devices		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Automatic Fire Detection and Alarm System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Automatic Fire Suppression System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Building Occupant Warning System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Emergency Lifts		<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Emergency Lighting		<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.	EWIS (Sound Systems and Intercom Systems for Emergency Purpose)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Emergency Evacuation Plan		<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	Exit Signs		<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.	Fire Control Centres and Rooms		<input type="checkbox"/> Yes	<input type="checkbox"/> No
12.	Fire Blankets		<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.	Fire Dampers		<input type="checkbox"/> Yes	<input type="checkbox"/> No
14.	Fire Doors		<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.	Fire Hose Reels		<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.	Fire Hydrant System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.	Fire Seals, Collars		<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.	Fire Shutters		<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.	Fire Windows		<input type="checkbox"/> Yes	<input type="checkbox"/> No
20.	Lightweight Construction		<input type="checkbox"/> Yes	<input type="checkbox"/> No
21.	Mechanical Air Handling System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
22.	Paths of Travel		<input type="checkbox"/> Yes	<input type="checkbox"/> No
23.	Perimeter Vehicular Access for emergency vehicles		<input type="checkbox"/> Yes	<input type="checkbox"/> No
24.	Portable Fire Extinguishers		<input type="checkbox"/> Yes	<input type="checkbox"/> No

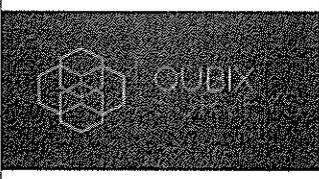
No.	Essential Fire Safety Measures	Current Standard of Performance	Proposed Altered /Modified Essential Fire Safety Measure	
25.	Pressurising Systems		<input type="checkbox"/> Yes	<input type="checkbox"/> No
26.	Required Exit Doors (power operated)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
27.	Residential Automatic Sprinkler System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
28.	Safety Curtains in Proscenium Openings		<input type="checkbox"/> Yes	<input type="checkbox"/> No
29.	Self-Closing Fire Hoppers		<input type="checkbox"/> Yes	<input type="checkbox"/> No
30.	Smoke and Heat Vents		<input type="checkbox"/> Yes	<input type="checkbox"/> No
31.	Smoke Hazard Management System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
32.	Smoke and/or Heat Alarms		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
33.	Smoke Dampers		<input type="checkbox"/> Yes	<input type="checkbox"/> No
34.	Smoke Detectors and Heat Detectors		<input type="checkbox"/> Yes	<input type="checkbox"/> No
35.	Smoke Doors		<input type="checkbox"/> Yes	<input type="checkbox"/> No
36.	Solid Core Doors		<input type="checkbox"/> Yes	<input type="checkbox"/> No
37.	Stand-by Power System		<input type="checkbox"/> Yes	<input type="checkbox"/> No
38.	Wall-Wetting Sprinkler and Drencher Systems		<input type="checkbox"/> Yes	<input type="checkbox"/> No
39.	Warning and Operational Signs		<input type="checkbox"/> Yes	<input type="checkbox"/> No



ADDRESS No.288 BUNGARRIBEE ROAD, BLACKTOWN		
JOB TITLE PLAN SHOWING IDENTIFICATION SURVEY OVER LOT 4 IN DP 29753		
CLIENT MIN CHEOL LEE		
JOB NO: 2022013-001	SURVEYOR: A.A.	SCALE: 1:200
DATE: 01/02/2022	DRAWN: M.C	SHEET: 1/1

FINISHED LEVELS ARE:
 RIDGE RL : 69.70
 HOUSE FL : 64.89

RAZAK ALBERT ALHASSAN
 RAZAK ALBERT ALHASSAN
 REGISTERED SURVEYOR



14th Sep 2021

PAC Consulting Pty. Ltd
 ABN 50 010 955 218
 P4/ 38 Victoria st. Epping NSW 2121
 pacconsulting.aus@gmail.com

Our Reference: CER200820-02

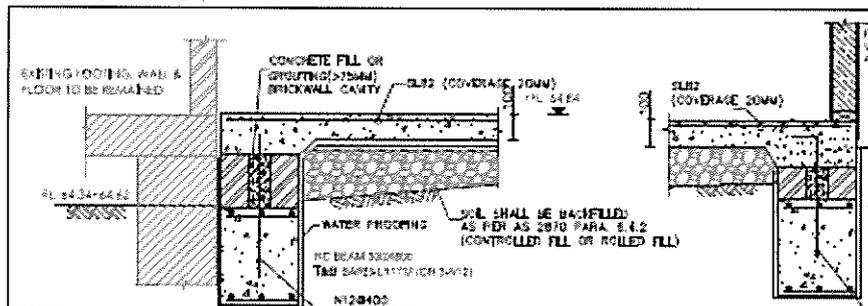
Structure Information

AN INSPECTION OF THE BUILDING	288 Bungarri Road Blacktown NSW 2148
TOOK PLACE ON	19 th Aug, 13 th Sep 2021
AT THE LOCATION OF	288 Bungarri Road Blacktown NSW 2148
DESCRIPTION OF WORK	Structural Inspection after Concrete Work Preparation (prior to Concrete Placement)

Structural engineer Inspection / Evaluation

Arrangement (Dimension)	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	Remark;
Installation & Fixing	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	
Stability	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	

Summary;
 This inspection report is supplied about the structural work at above premises.
 The site inspection has been carried out to evaluate the structural work preparation as per Structural Drawings (prepared by Pac Consulting, Project Number 200820), relative Australian standard, and engineering practice.



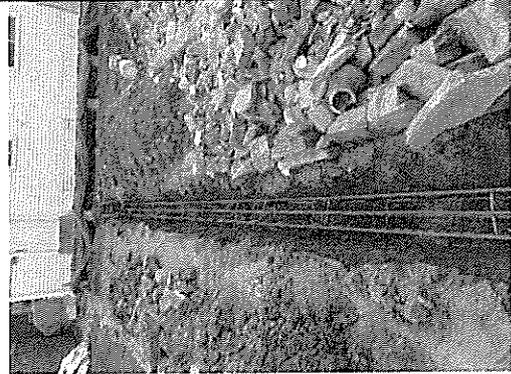
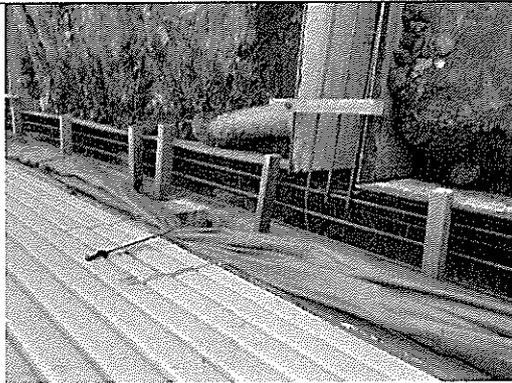
Structural Certification

This is to certify the above structural work has been inspected by myself and/or engineers under my supervision. Based on the visual inspection, I certify that the 'Ground Floor Slab Concrete preparation work' complies with structural drawings and Australian standard (such as AS2870:2011 Residential Slab & Footing, AS 3600 Concrete Structure). There is no objection to install the concrete slab and foundation.

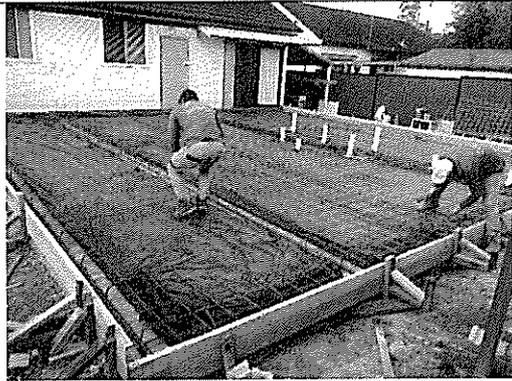
SIGNED: JOONSUNG, EOM 14th Sep 2021

EOM

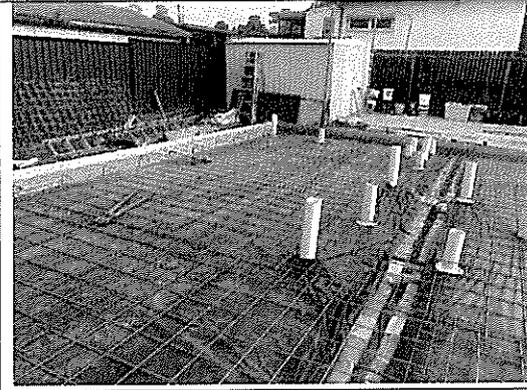
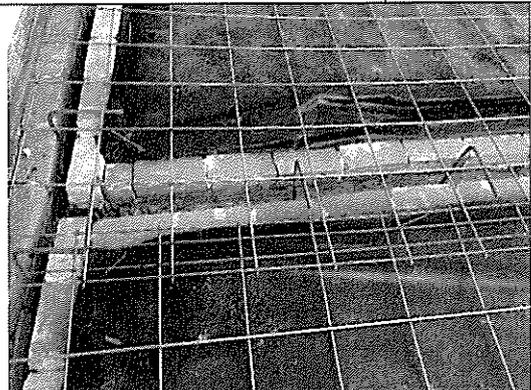
Lead Structural Engineer (CPEng, NER, MIE Aust (#:5741668), RPEQ (#:19914), APEC eng., M.Sc.)



Perimeter Beam Preparation (Inspection on 19th Aug 2021)



Slab On Grade Preparation Work (Inspection on 13th Sep 2021)



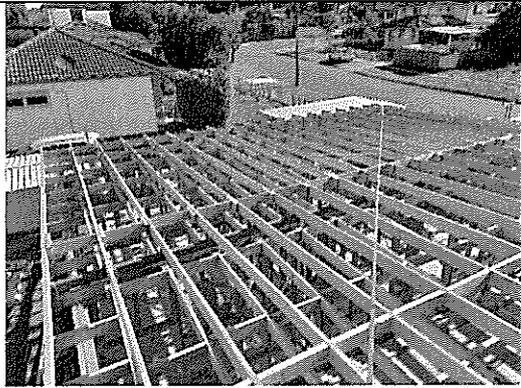
Slab On Grade Reinforcement (SL82) (Inspection on 13th Sep 2021)

19th Oct 2021

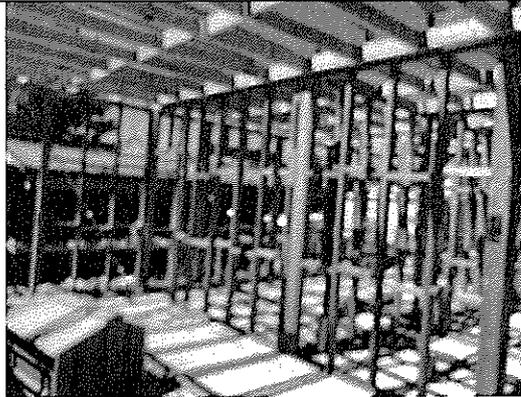
PAC Consulting Pty. Ltd
 ABN 50 010 955 218
 P4/ 38 Victoria st. Epping NSW 2121
 pacconsulting.aus@gmail.com

Our Reference: CER200820-03

Structure Information		
AN INSPECTION OF THE BUILDING	288 Bungarri Road Blacktown NSW 2148	
TOOK PLACE ON	18 th Oct 2021	
AT THE LOCATION OF	288 Bungarri Road Blacktown NSW 2148	
DESCRIPTION OF WORK	Structural Inspection after Framework Completion (prior to finish work- closing the wall)	
Structural engineer Inspection / Evaluation		
Arrangement (Dimension)	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	Remark;
Installation & Fixing	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	
Stability	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	
<p>Summary;</p> <p>This inspection report is supplied about the structural work at above premises.</p> <p>The site inspection has been carried out to evaluate the structural work preparation as per Structural Drawings (prepared by Pac Consulting, Project Number 200820), relative Australian standard, and engineering practice.</p>		
		
Structural Certification		
<p>This is to certify the above structural work has been inspected by myself and/or engineers under my supervision. Based on the visual inspection, I certify that the 'Structural Framework' complies with structural drawings and Australian standard.</p> <p>There is no objection to proceed the finish work (closing the wall)</p>		
<p>SIGNED: <u>JOONSUNG, EOM</u> 19th Oct 2021</p> <div style="text-align: right; margin-right: 100px;">  </div>		
<p>Lead Structural Engineer (CPEng, NER, MIE Aust (#:5741668), RPEQ (#:19914), APEC eng.,M.Sc.)</p>		



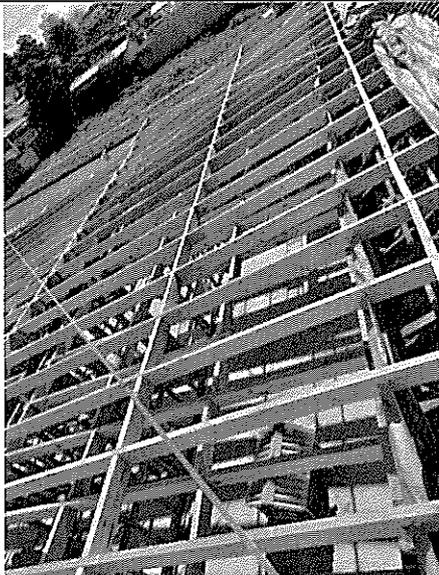
Structural Frame Work (roof, wall)



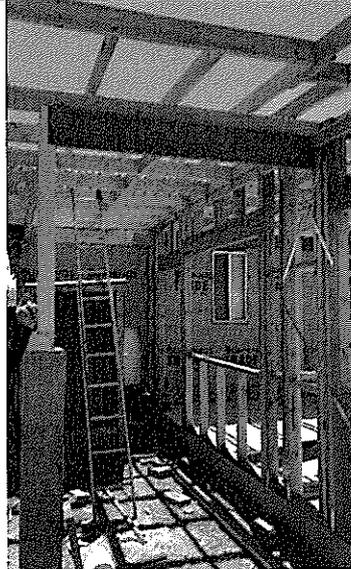
Wall Frame & Bracing



Connection with Existing Structure
(additional wall on connection)



Roof Frame & Bracing



Timber Posts & Wall frame at Entrance

Certificate of Compliance - BASIX

Date: 20/02/2022

Confirmation of Compliance with BASIX Certificate and BCA Commitments

Property Address

Lot/Number:288

Street: Bungaribee Road

Suburb: Blactown 2148

Builder/Owner Builder's declaration --

Name: Min Cheol Lee

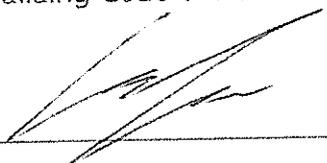
Permit/Licence number: 509816

BASIX

This is to certify that all requirements of BASIX Assessment Certificate A364710 dated 20 Feb 2022 have been completed in accordance with the conditions and as outlined in the attached BASIX certificate compliance checklist.

Building Code of Australia

I certify that all work in relation to the above mentioned development application at the above mentioned address, has been completed in accordance with the provisions of the Building Code of Australia.



Signature of builder, or Owner Builder.

Installation Certificate

Company : M&K Maintenance Pty Ltd

Phone : 0431 264 535

Date: 20/02/2022

Project: 288 Bungaribee Road Blacktown 2148

I, Min Cheol Lee of M&K Maintenance Pty Ltd License No.: 297229c Certify installations of handrail & fixings and shower screens with in accordance of BCA, AS 1170.1-2002 and AS 1288-2006 requirement at 288 Bungaribee Road Blacktown.

Regards



Signature Of Installer

BASIX Completion Receipt

Receipt no.: CR-1649046227372-A364710

This receipt is confirmation that the certifying authority identified below has satisfied the requirements of clause 154C of the Environmental Planning and Assessment Regulation 2000 for the development described in the 'BASIX Certificate details' section below.

Secretary

Date of issue: Monday, 04/04/2022



Planning,
Industry &
Environment

Principal certifying authority

Name: Aasish Regmi
Accreditation scheme: BPB
Accreditation number: 3123

Final Inspection

Date of final inspection: Monday, 21/03/2022

BASIX Certificate details

BASIX Certificate no.	A364710
Project name	288_BB_a
Street address	288 bungaribee Road
Suburb	blacktown
Postcode	2148
Local Government Area	Blacktown City Council



Fair Trading

Owner's Copy
Serial No. E266911

CERTIFICATE OF COMPLIANCE - for Plumbing and Drainage Work

Please supply requested information correct and neatly

PROPERTY & OWNERS DETAILS

House 288	Street Bungarribee	Suburb BLACKTOWN	Postcode 2148
Lot No 4	SP No	DP or PDP 29753	Nearest Cross Street
Owner's Name Mincheol Lee & Kkotmangwool Park		Full Address 288 Bungarribee road BLACKTOWN NSW 2148	

LICENCEE'S DETAILS

Full Name Hyunjin Moon	Address for Notices 13 Maughan Street LALOR PARK NSW 2147	
Phone No. 0452472270	Qualified Supervisor No.	Expiry Date
	Licence No. 332660C	Licence No. 20/12/2024

WORK OF WATER SUPPLY

Give full Description of Work to be carried out

- Install Water Supply _____
- Install Irrigation System _____
- On-site Alternative Water Services _____
- Install/Commission/Maintenance of Thermostatic Mixing Valve _____
- Connection to water supply _____
- Install, alter, disconnect or remove a backflow prevention device _____
- Other _____

PLUMBING WORK TO COMPLY WITH PCA DTS PERFORMANCE COMBINED

WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN

Give full Description of Work to be carried out

- Carry out work of sanitary plumbing/drainage _____
- Connection to Sewer _____
- Sewer Disconnection _____
- Carry out Trade Waste _____
- Other _____

DRAINAGE WORK TO COMPLY WITH PCA DTS PERFORMANCE COMBINED

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid 6/02/2022	Date of Commencement of Work 20/08/2021	Estimate Date of Completion 8/02/2022
Amount 110	Reference No: AA202202909	Work Completed On: 04/02/2022

I Hyunjin Moon, 332660C certify the following matters for submission to the Regulator:

- a) I am the responsible person as that defined in the Plumbing and Drainage Act 2011. That is, I am the holder of the relevant contractor licence or supervisor certificate.
- b) The work was carried out by or under the supervision of me as the responsible person.
- c) Where required by section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work Yes N/A
- d) The work is code compliant in that it complies with the Plumbing Code of Australia and any other standard prescribed by the regulations.
- e) If any defect is found to be carried out by me within a period of two (2) years or within the time specified by the Regulator, from the date of the final inspection, and the Regulator certifies by written notice that in their opinion the defect is due to fault workmanship or defective materials, then I undertake to rectify such work at my sole expense, if directed by the Regulator within time specified by the Regulator.

CERTIFICATE OF COMPLIANCE – ELECTRICAL WORK

Customer COPY

CERTIFICATE NO: 4829061

CUSTOMER DETAILS

Name: **MIN CHEOL LEE**
 Site Address: **288 BUNGARRIBEE ROAD BLACKTOWN NSW**
 Cross Street:
 Postcode: **2148**

Telephone Contact:
 Meter No:
 NMI (Mandatory): **43101391504**

INSTALLATION WORK DETAILS Indicate the type of installation and types of work performed under this Notice					
Type of Installation	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Rural	<input type="checkbox"/> Other
Special Conditions	<input type="checkbox"/> over 100 amps	<input type="checkbox"/> High Voltage	<input type="checkbox"/> Hazardous Area	<input type="checkbox"/> Generator	<input type="checkbox"/> Unmetered Supply

CERTIFICATE MUST BE ISSUED TO THE CUSTOMER FOR ALL ELECTRICAL WORK

Work of the following type must ALSO be notified to the ELECTRICITY DISTRIBUTOR (DNSP)

- New Installation Network connection or metering
 Additions or alterations to a switchboard or associated equipment Defect Rectification No:

DETAILS OF EQUIPMENT Describe the equipment and estimate load increase of the work affected by this Notice. If insufficient space attach separate sheets.

EQUIPMENT	RATING	No.	PARTICULARS OF WORK
<input checked="" type="checkbox"/> Switchboards	50A	1	SUB BOARD
<input checked="" type="checkbox"/> Circuits	10A, 20A	5	10A-LIGHT, 3X20A POWER, 20A A/C
<input checked="" type="checkbox"/> Lighting	1.8A	34	0.05A EACH LED DOWNLIGHT
<input checked="" type="checkbox"/> Socket-outlets	4 2A	21	DOUBLE GPO
<input type="checkbox"/> Appliances			
Estimated increase in load A/ph	35A	<input checked="" type="checkbox"/>	Increased load is within capacity of installation/service mains
<input checked="" type="checkbox"/> Work is connected to supply		<input type="checkbox"/>	Work is not connected to supply pending inspection by DNSP

The work has been carried out or supervised by: **KEUMYEOL IM** Licence No: **400362C**

TEST REPORT Indicate the relevant tests and checks that have been performed on the work. If test records are provided attach as separate sheets.

<input checked="" type="checkbox"/> Earthing system integrity Ω	0.15V	<input checked="" type="checkbox"/> Residual current device operation
<input checked="" type="checkbox"/> Insulation resistance MΩ	100MΩ	<input checked="" type="checkbox"/> Visual check that installation is suitable for connection to supply
<input checked="" type="checkbox"/> Polarity		<input type="checkbox"/> Stand-alone power system complies with AS 4509
<input checked="" type="checkbox"/> Correct circuit connections		<input type="checkbox"/> Fault loop impedance (if necessary)

I confirm that I have carried out the above tests and visually checked that the installation work described in this Certificate complies with AS/NZS 3000 and is suitable for its intended use.

Name: **KEUMYEOL IM** Licence No: **400362C**
 Signature: *[Signature]* Date of Testing: **20/01/2022**

CERTIFICATION

I, the Electrical Contractor give notice to the Customer and **Endeavour Energy** (Name of DNSP or OFT), that the work described in this Certificate has been completed in accordance with the Gas and Electricity (Consumer Safety) Regulation 2018.

Name: **KEUMYEOL IM** Licence No: **400362C**
 Signature: *[Signature]* Date of Notice: **21/01/2022**
 Address: **Unit 19 11-21 WONDRA AVE WHARFOONDA 2076** Telephone No. or Other Contact: **0430 911 233**

ELECTRICITY DISTRIBUTOR (DNSP) REMARKS

Inspected by:
 Date:
 Comments:
 Date:
 Comments:
 Date:
 Comments:

SMOKE ALARM CERTIFICATION

Date: 21/01/2022

Application Number :- DA/CC/CDC /

I, KEUMYEOL IM (full name) being the licenced electrician and responsible installer, hereby certify that the smoke alarm/s located as follows:

LIVING ROOM (specify room locations)

at 288 BUNGARRIBEE ROAD BLACKTOWN NSW 2148 (property address)

have been selected, located, connected and installed in accordance with:

- AS 3786 - 1993 - Smoke Alarms,
- AS 3000 - 2007 - Electrical Installations, and
- Part 3.7.2 of Volume 2 of the National Construction Code Series (BCA)

Number of alarms 1

Date of test 20/01/2022

Company name ON & OFF ELECTRICAL SERVICE

Signature 

Licence number 400362C



12/8 Purdy Street Minchinbury 2770
NSW Sydney Australia
Ph: 02 9622 1235 e:windowsnsw@gmail.com
Website: www.sydneywindows.com.au
ABN: 47 163 833 449

Compliance Certificate

Window and Doors has been manufactured to comply with
Australian standard AS 2047 – 2014 and Glazing Standard
AS 1288-2006 including human impact
Basic Certificate No. A364710

This Certificate has been issued to:

Joshua M&K Maintenance
288 Bungaribee Road
Blacktown

Certificate Number: SW-011021-21648

Date: 1st October 2021

AUTHORIZED PERSONNEL

MANAGER

SYDNEY WINDOWS

For Valid Certificate, No Modifications

Inventors - Extruders - Distributers - Aluminium Window & Door Profiles

17th Feb 2022

PAC Consulting Pty. Ltd

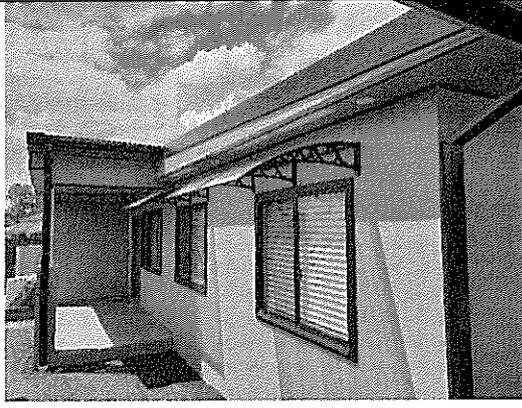
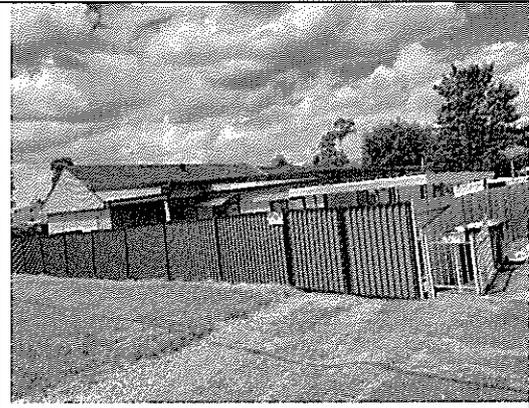
ABN 50 010 955 218

P4/ 38 Victoria st. Epping NSW 2121

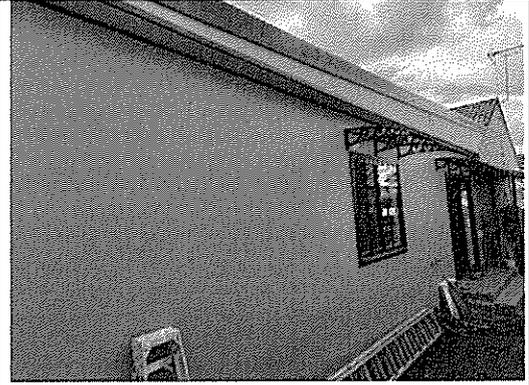
Our Reference: CER200820-04

pacconsulting.aus@gmail.com

Structure Information	
AN INSPECTION OF THE BUILDING	288 Bungarri Road Blacktown NSW 2148
TOOK PLACE ON	13 th Feb 2022
AT THE LOCATION OF	288 Bungarri Road Blacktown NSW 2148
DESCRIPTION OF WORK	Structural Inspection after Completion
Structural engineer Inspection / Evaluation	
Arrangement (Dimension)	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL
Installation & Fixing	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL
Stability	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL
<p>Summary;</p> <p>This certificate is supplied about the structural work at above premises.</p> <p>The site inspection has been carried out to evaluate the structural work as per Structural Drawings (prepared by Pac Consulting, Project Number 200820), relative Australian standard, and engineering practice.</p>	
	
Structural Certification	
<p>This is to certify the above structural work has been inspected by myself and/or engineers under my supervision.</p> <p>Based on the visual inspection, I certify that the 'Structural Framework' are structurally adequate to carry out the design load as per AS 1170.1:2002 (permanent, imposed and other actions) also complies with structural drawings and Australian standard.</p>	
<p>SIGNED: <u>JOONSUNG, EOM</u> 17th Feb 2022</p>	
	
<p>Lead Structural Engineer (CPEng, NER, MIE Aust (#:5741668), RPEQ (#:19914), APEC eng.,M.Sc.)</p>	



External Wall Completion



External Wall Completion



Internal Completion



Internal Completion

TERMITE MANAGEMENT NOTICE

CHEMICAL AND / OR PHYSICAL BARRIER

This building has been treated with an approved Termite Management system to deter subterranean termite attack in accordance with AS3660.1 (Part 1 - New Buildings) and AS3660.2 (Part 2 - In and Around Existing Buildings and Structures).

DATE APPLIED: 28 / 08 / 2024 ^{KK Lee}

Method Used: Chemical Barrier Physical Barrier

Chemical Used: Bifenthrin

Physical Barrier Used: A

	Area Treated	Life Expectancy (as per label)
	Underslab	Years
	Perimeter	Years
	Sub Floor	Years
	Other	Years

Caution: (Chemical Barrier) Disturbance or covering of the treated soil in contact with the building or structural attachment may reduce the effectiveness of the treatment and could increase the risk of termite damage.

AVOID CONTACT WITH TREATED SOIL

IMPORTANT: The building must be inspected for termite activity at regular intervals not exceeding 12 months or every _____ months from the installation date. The type of inspection will be dependent upon the method used and the manufacturer's recommendation for this treatment is _____

KK Lee ²⁸⁸
JNCOPY LTD Bungahbee St
0414700400 Blacktown

Treated by: _____ Phone No: _____

Installation

nce with

New Building Work

PAD (3)

Certificate No 274664

off of Kizimungwool Park
bee Road Blacktown
 Treatment Date: 28/08/2024 ^{KK}
 n soliciting the work. If they are not the owner they should

s):
ble.

- Repellent Termiticide Soil Treatment
- Perimeter & Slab Penetration Reticulation System
- Full Under-Slab Reticulation System

Stations installed: _____ (location of numbered stations is

Back Yard Flat

ne area treated in metres squared (m²): 100 m².

ion walls and around piers): _____ m.
thrin 100g/L which contains the active

constituent Dymalene 5620/L Hyalur Carbon
 The concentration of the Termiticide spray mixture used was 100g/L % and the total volume used was 500 Lt.

The period of protection (life expectancy) on the product label is: 3 Years

Note: If a second Termiticide was used e.g. on a part two Treatment full details are:

The date of installation: _____ / _____ / 20 _____

The area treated in metres squared (m²) was: _____ m². The length of the perimeter treated in metres: _____ m.

The total length in metres of other areas treated (e.g. internal foundation walls and around piers): _____ m.

The Termiticide Product installed was _____ which contains the active constituent _____

The concentration of the Termiticide spray mixture used was _____ % and the total volume used was _____ Lt.

The period of protection (life expectancy) on the product label is: _____ years

(2) Reticulation System Details:

- A) - was not installed and this section (2) is not applicable.
- B) - was installed and the brand of system(s) is/are: _____

Date installed: _____ / _____ / 20 _____ The number of fill points is: _____ (show locations on diagram).

The Volume of Termiticide mixture in Litres for each Fill Point (FP) was:

FP1 = FP2 = FP3 = FP4 =
 FP5 = FP6 = FP7 = FP8 =

The Maximum Pump Up/Replenishment Pressure for this system is: _____ psi

Date of System pumped up: _____ Recommended replenishment period: _____ years

(3) A Physical or Termiticide Treated material Termite Management System:

- A) - was not installed and this section (3) is not applicable.
- B) - was installed and the type of system(s) is/are: _____
 - Termiticide Treated Sheeting System
 - Sheet Material System
 - Graded Granular System
 - Termiticide Treated Granular System
 - Termiticide Treated Sheeting System to Slab Penetrations
 - Sheet Material System Installation to Slab Penetrations
 - Graded Granular System to Slab Penetrations
 - Termiticide Treated Granular system to slab Penetrations

The full name of product installed was: _____

(PLEASE READ CONDITIONS OVERLEAF)

Certificate of Installation in accordance with AS 3660.1-2014 - New Building Work

Certificate No 274664

Name of owner or builder soliciting the work: Mr & Mrs J & K Robinson, 288 Bungarrabee Road, Blacktown
 Address: _____
 Property Treatment Address: 288 Bungarrabee Road Blacktown
 State: N S W Postcode: 2267 Treatment Date: 28/08/2024
 Note: This Certificate of Installation is to be supplied to the person soliciting the work. If they are not the owner they should supply a full copy to the Building Owner.

Termite Management System(s) Installed to AS 3660.1

(1) - A Chemically Treated Soil Termiticide Management System(s):

A) - was not installed and this section (1) is not applicable.

OR

B) - was installed and the type of system(s) is/are:

- | | |
|----------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Non-Repellent Termiticide Soil Treatment | <input checked="" type="checkbox"/> Repellent Termiticide Soil Treatment |
| <input type="checkbox"/> Perimeter Reticulation System | <input type="checkbox"/> Perimeter & Slab Penetration Reticulation System |
| <input type="checkbox"/> Pipe Penetration Reticulation System | <input type="checkbox"/> Full Under-Slab Reticulation System |
| <input type="checkbox"/> Monitoring and Baiting System (Code Marked) | |

If a Baiting and Monitoring System: The number of in ground (IG) Stations installed: _____ (location of numbered stations is shown on diagram)

The above System(s) was/were installed in the following area(s): Back Yard Flat

The date of installation: 28-08-2024 The area treated in metres squared (m²): 100 m².

The length of the perimeter treated in metres: 10 m.

The total length in metres of other areas treated (e.g. internal foundation walls and around piers): _____ m.

The Termiticide Product installed was GMC Bifenthrin 100g/L which contains the active constituent Dynathrin 500/L HydroCarbon

The concentration of the Termiticide spray mixture used was 100g/L % and the total volume used was 500 Lt.

The period of protection (life expectancy) on the product label is: 3 Years

Note: If a second Termiticide was used e.g. on a part two Treatment full details are:

The date of installation: ____ / ____ / 20 ____

The area treated in metres squared (m²) was: _____ m². The length of the perimeter treated in metres: _____ m.

The total length in metres of other areas treated (e.g. internal foundation walls and around piers): _____ m.

The Termiticide Product installed was _____ which contains the active constituent _____

The concentration of the Termiticide spray mixture used was _____ % and the total volume used was _____ Lt.

The period of protection (life expectancy) on the product label is: _____ years

(2) Reticulation System Details:

A) - was not installed and this section (2) is not applicable.

B) - was installed and the brand of system(s) is/are: _____

Date installed: ____ / ____ / 20 ____ The number of fill points is: _____ (show locations on diagram).

The Volume of Termiticide mixture in Litres for each Fill Point (FP) was:

FP1 = FP2 = FP3 = FP4 =

FP5 = FP6 = FP7 = FP8 =

The Maximum Pump Up/Replenishment Pressure for this system is: _____ psi

Date of System pumped up: ____ / ____ / ____ Recommended replenishment period: _____ years

(3) A Physical or Termiticide Treated material Termite Management System:

A) - was not installed and this section (3) is not applicable.

B) - was installed and the type of system(s) is/are: _____

- | | |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Termiticide Treated Sheeting System | <input type="checkbox"/> Termiticide Treated Sheeting System to Slab Penetrations |
| <input type="checkbox"/> Sheet Material System | <input type="checkbox"/> Sheet Material System Installation to Slab Penetrations |
| <input type="checkbox"/> Graded Granular System | <input type="checkbox"/> Graded Granular System to Slab Penetrations |
| <input type="checkbox"/> Termiticide Treated Granular System | <input type="checkbox"/> Termiticide Treated Granular system to slab Penetrations |

The full name of product installed was: _____

(PLEASE READ CONDITIONS OVERLEAF)

Certificate of Installation in accordance with AS 3660.1-2014

Terms and Conditions

DISCLAIMER OF LIABILITY TO THIRD PARTIES: - Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Certificate of Installation. Any third party acting or relying on this Certificate of Installation, in whole or in part does so entirely at their own risk. This disclaimer does not apply to persons responsible for Building Approvals.

1. Prior to the site being prepared the builder should have ensured that all termite activity found was eradicated. Prior to work commencing, the builder should have arranged for a qualified licensed person to inspect the site to investigate and eradicate all economically important termite nests found. The failure to have this inspection carried out may mean that termite nests may not have been found and eradicated and may still be active under the construction. See clauses 3 and 10 below.
2. The effectiveness of this installation is dependent upon the provision of a complete (full) termite management system being installed in accordance with AS 3660.1-2014 using approved termiticides, systems and/or products. If the system(s) are disturbed, breached or bridged then concealed entry by subterranean termites is possible.
3. No liability is accepted for any failure of a termite management system and this firm warrants only to provide such remedial action as may be necessary during the first 12 months from the date of this Certificate. No such warranty is provided if there are limitations listed on this Certificate or if the system is an incomplete system or if the builder has not arranged for the termite eradication in clause 1 above.
4. The Termite Management System(s) installed, as detailed on this Certificate and in the diagram, provide a treatment against subterranean termites only. The termite management system is not a defence against any other pest(s) and in particular does not provide any treatment against "drywood (KALOTERMITIDAE) or dampwood termites.
5. **No responsibility is accepted, or warranty implied, for any termite damage that may occur as the result of termite activity, either past, current or in the future.**
6. The Termite Management System(s) can be rendered ineffective due to building alterations, renovations, additions (pergolas, awnings, verandahs etc), introducing infested materials, timber offcuts, wood chips and formwork left on site and/or materials being stored against the building. External termite management systems can be destroyed by the installation of lawns, gardens, pathways, landscaping etc adjacent to the building. When making such changes you should first contact this firm. Where such changes are made a further termite management system installation is essential.
7. When installing paths, lawn, gardens etc it is very important not to cover air vents or weep holes. If the slab edge is exposed by 75 mm to form part of the termite management system then it is equally important not to cover the slab edge unless another form of termite management is installed. Again contact this firm before carrying out any such covering. Where such changes are made a further termite management system installation is essential.
8. Do not use untreated timbers for garden edges or retaining walls. Untreated timber attracts termites.
9. Good ventilation and drainage are important, as poor ventilation and drainage greatly increases the risk of termite attack.
10. This firm takes **NO RESPONSIBILITY** for the concealed entry by termites resulting from poor building design or poor building practices.
11. **It is the building owner's responsibility to ensure that the inspections, recommended in AS 3660.2-2017, are performed.** Please contact this firm.

VERY IMPORTANT

If you become aware of the presence of termites within the grounds or on or within the building you should contact this firm or another termite management firm immediately. You should also notify this firm if you become aware that the installed termite management system has been breached or bridged in any way.

The Australian Standard recommends that inspections be carried out by a suitably qualified person, at intervals no greater than 12 months and where termite "pressure" is greater, this interval should be shortened. Inspections **WILL NOT** stop infestation by termites, however, the damage which may be caused will be reduced when the infestation is found at an early stage. Termites can build around termite management systems; but can be detected during the recommended inspections.

Modern termiticides have a limited life expectancy (Period of Protection). The termiticide soil treatments will need to be re-installed. The timing can only be determined by regular, competent inspections as recommended by AS 3660.2-2017 and carried out by a qualified experienced termite inspector competent in Unit 8 "Inspect and Report on Timber Pests" & Unit 10 "Control Timber Pests" of the National Pest Management Competency Standards or equivalent.

IMPORTANT INFORMATION: Termite management systems installed during construction of the building are designed to discourage termites from gaining concealed entry to the property. Termite management systems may be bridged by termites, however the evidence of the termite entry will normally be evident to the inspector. A treatment in accordance with AS 3660.2-2017 to eradicate such an infestation will be required.

The Physical System was installed in the following area(s): _____

Date Physical Termite Management System(s) was/were installed: ____/____/20____

The method of installation was in accordance with the product installation manual and/or Product Label.

The service life given on the manufacturer's product label is: _____ Years.

Where a Soil Termiticide Management System (item 1 above) and a Physical Management System (item 3 above) have been installed, these systems are / ~~are not~~ (Strike out one) integrated with each other.
 The system(s) is / is not / are / ~~are not~~ (Strike out not applicable items) integrated with the concrete poured by the builder to form the termite management system.

a. The installed Single / Combined (Strike out one) termite management system(s) is/are complete system(s).
 b. The installed Single / Combined (Strike out one) termite management system(s) is/are incomplete system

If the treated zone is not complete further work may be required as partial treated zones are not effective and may allow undetected Termite entry. You should consult with the builder. See the limitations below.

(4) Concrete slab Construction:

- No, this section is not applicable.
- Yes, complete this section.

If the installed termite management system is integrated with the concrete then the concrete forms an integral part of the termite management system to this structure. In this case, the Builder should be asked for a Certificate from the concrete firm that the concrete has been poured in accordance with AS 3600 or AS2870-2011 and amendments.

(The Termite Management System Installer should consult the Builder for the following information)

The type of Concrete slab being installed by the builder is:

- Raft Slab Infill Slab Monolithic Slab Waffle Pod Slab Suspended Slab

Slab of the following type: Infilled

Inclusions incorporated with the slab or under it:

- There are no inclusions. Slab Heater piping Electrical Slab Heater Wiring Sub-Slab Water storage Tanks and Piping

Inclusions are as follows: Demolition pipe 100mm

The number of slab penetrations treated was: 3 Where cold joints or other slab parts were treated the meter length was _____ m. (Show penetrations/cold joints on diagram).

(5) Subfloor Construction:

- No, this section is not applicable
- Yes, complete this section.

Minimum height (mm): Under suspended floor: _____ mm. Under installed fixtures (ducting, piping etc.): _____ mm.

The treatment applied to piers/stumps/pillars/foundation walls was a:

- Chemical Soil Treatment Reticulation Chemical Soil Treatment Physical Termite Management System
- Chemical & Physical System Chemical Reticulation & Physical System

Whilst we are not plumbers or drainers it appears water ponding to the subfloor:

- Would be unlikely Might possibly occur Could not be determined

Whilst not a builder the subfloor ventilation appears to be:

- Adequate Inadequate Unable to be assessed Not installed at the time of treatment

(6) Durable Notice:

- Was placed in the electrical meter box Was placed in the sub-floor entrance Was placed in the kitchen cupboard
- Was given to the builder Was held and will be sent by our office

LIMITATIONS: that apply to the installation(s) above are: Nil

It is recommended by the Australian Standard AS 3660.2 that the building and its surrounds are inspected by a qualified Timber Pest Inspector at least every twelve (12) months and strongly recommends that more frequent inspections should be carried out.

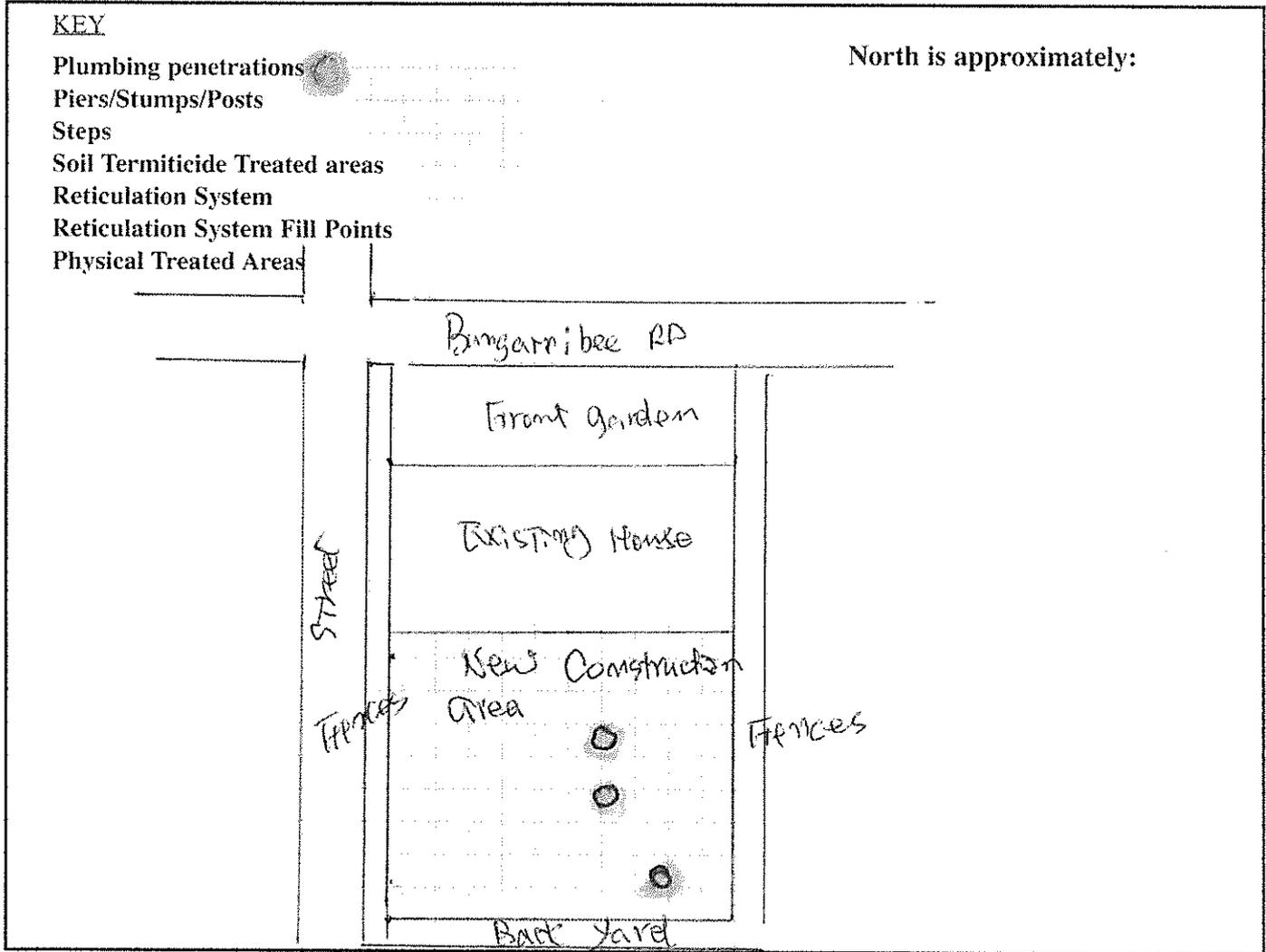
We recommend an inspection of the building and the surrounds every: 12 months

(We also recommend an inspection prior to the installation of gardens, paths, lawns and other landscaping and again on completion of this work to ensure that this work does not breach any termite management system installed or allow concealed termite entry to the property.)

Terms and Conditions on Page 2 and important information on Page 4 form an important part of this Certificate.

Diagram (not to scale) showing the location of the installed Termite Management System(s).

The direction of North is indicated by the ^ symbol.



It is very important that the Termite Management System is not bridged or breached. This can happen when installing garden beds, lawn or other landscaping or building works. You should contact this firm prior to carrying out any such work. DO NOT disturb the treated areas in any way.

Frequent inspections are very important. Termite Management Systems do not kill off or stop termites. The Termite Management Systems are installed to prevent concealed access only. The treated zones are designed to force the termites into the open. Thus the mud tubes that they use to gain access may be seen during inspections. For this reason such inspections should be carried out at least annually. A Termite treatment in accordance with AS 3660.2-2017 can then be carried out to eradicate the termites.

If you become aware of any activity do not disturb the termites in any way. You should notify this firm as soon as possible. Please contact us if ever you have any concerns about Termites or the effectiveness of the Termite Management System(s) installed.

Installation Firm: JNC CO PTY LTD
 Firm's Address: 25-27 Entolme Street
Rydalmore NSW 2116
 Name of Supervisor (if applicable): Lee Kee Kwan
 Telephone: 0414700400

Name of Installer: Keo Lee
 Installer's Licence No.: PMT 5068788
 Installer's Insurance Termiticide Accreditation No.: _____
 Signature: [Signature]
 Date: 28/08/2021



Attn:

To: Min Cheol Lee

Date: 12/11/2021

Project: 288 Bungarribee Rd
Blacktown

Description	Quantity	Unit Rate	Amount
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Certificate of Waterproofing Wet Areas

Attention :

To: Min Cheol Lee

Project : 288 Bungarribee Rd Blacktown

I, Timothy Shin of Premier Tiling P/L (Premier Fix) , Licence No: 170795C
Certify the wet areas : 1 x Bathroom, 1 Ensuite and 1 Laundry has been
waterproofed with in accordance of AS4654.2,AS3740 - 2010 and F1.7 of the
BCA requirements at 288 Bungarribee Rd Blacktown.

Materials and workmanship of waterproofing membrane installed are covered
by warranty for 7 years for defects.

Date of treatment : 12 November 2021

Employer Name : Premier Tiling P/L

Product Name : WPM 155 Ardex , Ultraprime Davco, Pascoflex, Waterproofing
Tape

Number of coats : 2 coats

Regards,

Timothy Shin

☎ 0452 211 377

✉ Tim.PremierTiling@gmail.com

🖱 premiumtiling.com.au

ABN 33 697 164 571

Installation Certificate

Company : M&K Maintenance Pty Ltd

Phone : 0431 264 535

Date: 20/02/2022

Project: 288 Bungaribee Road Blacktown 2148

I, Min Cheol Lee of M&K Maintenance Pty Ltd License No.: 297229c Certify installations of handrail & fixings and shower screens with in accordance of BCA, AS 1170.1-2002 and AS 1288-2006 requirement at 288 Bungaribee Road Blacktown.

Regards



Signature Of Installer

Installation Certificate

Company : M&K Maintenance Pty Ltd

Phone : 0431 264 535

Date: 20/02/2022

Project: 288 Bungaribee Road Blacktown 2148

I, Min Cheol Lee of M&K Maintenance Pty Ltd License No.: 297229c Certify installations of handrail & fixings and shower screens with in accordance of BCA, AS 1170.1-2002 and AS 1288-2006 requirement at 288 Bungaribee Road Blacktown.

Regards



Signature Of Installer

SMOKE ALARM CERTIFICATION

Date: 21/01/2022

Application Number :- DA/CC/CDC /

I, KEUMYEOL IM (full name) being the licenced electrician and responsible installer, hereby certify that the smoke alarm/s located as follows:

LIVING ROOM (specify room locations)

at 288 BUNGARRIBEE ROAD BLACKTOWN NSW 2148 (property address)

have been selected, located, connected and installed in accordance with:

- AS 3786 - 1993 - Smoke Alarms,
- AS 3000 - 2007 - Electrical Installations, and
- Part 3.7.2 of Volume 2 of the National Construction Code Series (BCA)

Number of alarms 1

Date of test 20/01/2022

Company name ON & OFF ELECTRICAL SERVICE

Signature [Signature]

Licence number 400362C

