

# Contract for the sale and purchase of land 2022 edition

| TERM                                             | MEANING OF TERM                                                                                                                                                                                                                                                                                                                                                                                                           | NSW DAN: |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| vendor's agent                                   | MyProperty Epping, 111G Midson Road, Epping NSW 2121<br>Ph: (02) 9868 4888 Contact: Peter Horozakis Email: <a href="mailto:peter@mypropertyepping.com.au">peter@mypropertyepping.com.au</a>                                                                                                                                                                                                                               |          |
| co-agent                                         | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| vendor                                           | <b>Ali Kazemi as to a 50/100 share, Mohsen Asadniaie Fard Jahromi as to a 5/100 share and Shohreh Azadi as to a 45/100 share as tenants in common in unequal shares</b>                                                                                                                                                                                                                                                   |          |
| vendor's solicitor                               | CLS Legal, Suite 6.05, Level 6, 12 O'Connell Street, Sydney NSW 2000 Ph: (02) 9279 0919<br>Contact: Thomas Strong Email: <a href="mailto:tstrong@clslegal.com.au">tstrong@clslegal.com.au</a> Ref: 5954                                                                                                                                                                                                                   |          |
| date for completion                              | See special condition clause 46                                                                                                                                                                                                                                                                                                                                                                                           |          |
| land (address, plan details and title reference) | Proposed Lot 1/49 Atkins Road, Ermington NSW 2115 being the proposed Lot 1 in the unregistered strata subdivision of the land contained in proposed lot 1 in unregistered deposited plan 1290135 being the land contained in Lot 13A in Deposited Plan 387765 with folio identifier 13A/387765                                                                                                                            |          |
| improvements                                     | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies<br><input type="checkbox"/> house <input checked="" type="checkbox"/> GARAGE <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space<br><input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex |          |
| attached copies                                  | documents in the List of Documents as marked or numbered:<br>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<br><input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels<br><input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove<br><input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna<br><input checked="" type="checkbox"/> other: See list of inclusions annexed and marked "B" |
| exclusions            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| purchaser             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| purchaser's solicitor |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| price                 | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| deposit               | \$ (10% of the price, unless otherwise stated)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| balance               | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| contract date         | (if not stated, the date this contract was made)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**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."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

**SIGNING PAGE**

| <b>VENDOR</b>                                                                                                                                                                                                                                                                                                                                                                                                              | <b>PURCHASER</b>                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Signed by</b></p><br><br><br><p>_____</p> <p>Vendor</p><br><br><br><p>_____</p> <p>Vendor</p>                                                                                                                                                                                                                                                                                                                        | <p><b>Signed by</b></p><br><br><br><p>_____</p> <p>Purchaser</p><br><br><br><p>_____</p> <p>Purchaser</p>                                                                                                                                                                                                                                                                                                                  |
| <b>VENDOR (COMPANY)</b>                                                                                                                                                                                                                                                                                                                                                                                                    | <b>PURCHASER (COMPANY)</b>                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>Signed by</b> _____<br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><br><p>_____<br/>Signature of authorised person</p> <p>_____<br/>Signature of authorised person</p><br><p>_____<br/>Name of authorised person</p> <p>_____<br/>Name of authorised person</p><br><p>_____<br/>Office held</p> <p>_____<br/>Office held</p> | <p><b>Signed by</b> _____<br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><br><p>_____<br/>Signature of authorised person</p> <p>_____<br/>Signature of authorised person</p><br><p>_____<br/>Name of authorised person</p> <p>_____<br/>Name of authorised person</p><br><p>_____<br/>Office held</p> <p>_____<br/>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 exception, 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 a **GSTRW payment** (GST residential withholding payment) ☐ no ☒ YES (if yes, vendor must provide details)

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 (**see special condition clause 58.4**).

**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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input checked="" type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p> | <p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input checked="" type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p> |
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**CERTIFICATE PURSUANT TO SECTION 66W**  
**OF THE CONVEYANCING ACT, 1919**

I, \_\_\_\_\_ of \_\_\_\_\_ certify as follows:-

- (a) I am a solicitor currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with S66W of the *Conveyancing Act, 1919* with reference to a contract for the sale of Proposed Lot 1/49 Atkins Road, Ermington NSW 2115 (**Property**) from Ali Kazemi, Mohsen Asadniaeye Fard Jahromi, Shohreh Azadi (**Vendor**) to (**Purchaser**) in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchasers:-
  - (i) the effect of the Contract for the purchase of that Property;
  - (ii) the nature of this Certificate;
  - (iii) the effect of giving this certificate to the Vendor, i.e., that there is no cooling-off period in relation to the contract.

Dated \_\_\_\_\_

.....  
Solicitor

**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:
 

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

 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>                                                                         |
| <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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

49 Atkins Road, Ermington NSW 2115

## DEFINITIONS

33. In addition to the terms set out in clause 1 these terms (in any form) mean:

**Business Day** means any day in Sydney which is not a Saturday or Sunday and is a day on which trading banks are open for business.

**Common Property** means the common property in the Strata Scheme.

**Completion Date** means the date this contract is completed which is to be the date set out in clause 46.

**Conveyancing Regulation** means the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*.

**Corporations Act** means the *Corporations Act, 2001*.

**Council** means the City of Paramatta Council.

**Covenants** includes covenants, restrictions, by-laws, common property by-laws, easements, licences, sub-licences, leases, sub-leases, rights and privileges including but not limited to the Section 88B Instrument.

**Defect** means any defect or fault in the Property due to faulty materials or workmanship but excluding normal maintenance, incorrect treatment or operation, normal wear and tear, minor shrinkage and minor settlement and/or hairline cracks.

**Defects Period** means the period commencing on the Completion Date and terminating 12 weeks after the Completion Date.

**Deposit** means the deposit payable under this contract in the amount specified on the front page of this contract.

**Development Act** means the *Strata Schemes Development Act 2015*.

**Development Application** means an application made under the EP&A Act, including any amendment or variation to an application.

**Development Consent** means a consent to a Development Application or a complying development certificate.

**Document** means any document, plan, instrument or by-law.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Event of Delay** means any matter or thing which affects, delays or hinders:

- (a) the approval to, or the registration of, any Document referred to in, or contemplated by, this contract,
- (b) for any reason including (but not limited to):
  - any delay caused by a Relevant Authority;
  - any delay in the issue of an approval or consent; and

- any civil commotion, strikes or lock outs or any combination of these matters.

**FIRB** means the Foreign Investment Review Board.

**Foreign Acquisitions Act** means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

**Guarantor** means the party identified in this contract as the guarantor.

**Insolvency Event** means:

- (a) being wound up or otherwise dissolved;
- (b) an application or petition is made to a court for an order to wind up or otherwise;
- (c) being in receivership, liquidation, provisional liquidation or under administration;
- (d) an application or petition is made to a court for an order to appoint a receiver, liquidator, provisional liquidator or administrator (whether or not an order is made);
- (e) a resolution to wind up or otherwise dissolve or notice to wind up or otherwise dissolve or of intention to wind up or otherwise dissolve;
- (f) being subject to any arrangement, assignment or composition other than for the purposes of reconstruction or amalgamation while solvent;
- (g) being unable to pay debts as they fall due;
- (h) taking steps to obtain protection or being granted protection from creditors under any applicable legislation;
- (i) anything of the same or a similar nature; or
- (j) being unable to meet its obligations or liabilities including those at any time in the future or which are contingent or conditional.

**Laws** means all laws (whether local, state or federal), statutes, regulations and rules.

**Legislation** means the Development Act and the Management Act.

**Lot** means a lot in a Strata Plan of Subdivision.

**Management Act** means the *Strata Schemes Management Act 2015*.

**Marketing Material** means any item used in connection with the marketing or sale of the Property (including but not limited to indicative floor plans, brochures, signs, display boards, material in the sales office, advertising material and web site).

**Normal Expenses** in relation to the Owners Corporation, means normal operating expenses usually payable from the administrative fund for a scheme of a similar kind including insurance and regular maintenance charges for landscaping and the like.

**NSW LRS** means New South Wales Land Registry Services.

**Objection** means any objection, requisition, claim for compensation, or attempt to delay

completion.

**Occupation Certificate** means an Occupation Certificate for the Property and any part of the Common Property used to give access to the dwelling forming part of the Property (whether on an interim or final basis).

**Owners Corporation** means the owners corporation for the Strata Scheme.

**Plans** means each of the Strata Plan; By Law Instrument, Section 88B Instrument and any other Documents prepared in accordance with this contract.

**President** means the President for the time being of the NSW Chapter of the Institute of Arbitrators and Mediators or any institute that replaces it.

**Property** means the property the subject of this contract including any interest in the Common Property.

**Registrar** means the registrar of the Tribunal.

**Registration** by the Registrar General.

**Registration Clauses** means clause 50.1 to 50.19.

**Registration Date** is the date which is 12 months from the date of this contract, as may be extended by clause 50.16.

**Registration Notice** means the notice given under clause 46.2.

**Relevant Authority** means the Council, NSW LRS and every other government, semi government, statutory, public, judicial or other authority or court having jurisdiction over the development.

**Section 88B Instrument** means any section 88B instrument, registered in the manner contemplated by this contract amended as permitted by or disclosed by this contract.

**Special Expenses** in relation to the Owners Corporation means its actual, contingent or expected expenses, except to the extent they are:

- (a) Normal Expenses;
- (b) due to fair wear and tear;
- (c) covered by a contribution levied before the Relevant Date;
- (d) in respect of future renewals and replacements which would usually be the subject of contributions to the capital works fund; or
- (e) disclosed or noted in this contract.

**Strata Plan** means the preliminary and strata plan of subdivision, a copy of which is attached as **Annexure A**, to be registered in the manner contemplated by this contract amended as permitted by or disclosed by this contract.

**Strata Scheme** means the Strata Scheme constituted on registration of the Strata Plan.

## **GENERAL PROVISIONS**

### **Purchaser's Acknowledgments**

34. The purchaser acknowledges that:

- 34.1 the purchaser has been given the opportunity to undertake due diligence in respect of the Property;
- 34.2 prior to entering into this contract the purchaser had the opportunity to obtain independent legal advice;
- 34.3 the acquisition of the Property is not conditional on the purchaser procuring finance;
- 34.4 other than as expressly provided in this contract, the vendor does not warrant the accuracy, completeness or currency of the attachments or documents referred to in this contract or of any information disclosed to the purchaser in connection with the sale of the property, including but not limited to the Plans;
- 34.5 unless otherwise stated in this contract, the purchaser relies on its own enquiries in relation to all matters affecting the Property, whether or not disclosed in this contract, including but not limited to the fitness or suitability of the Property for any particular purpose or use; the zoning of the Property; any planning restrictions applicable to the Property; the purchaser's obligations and rights under this contract or in Law;
- 34.6 other than as may be expressly provided for elsewhere in this contract, the purchaser will accept the Property subject to all matters disclosed in the documentation made available by or on behalf of the vendor for inspection or available from public records (including any reservation, condition, easement and (without limitation) any other right prescribed in the certificates of title for the Property);
- 34.7 other than as specifically provided in this contract the purchaser acknowledges that it must accept any inclusions in the Property, the Common Property in their present condition and state of repair as at the Completion Date and subject to any Defects (latent or patent), infestation or dilapidation including but not limited to the existence of or location of any sewer, manhole, stormwater down pipes or storm water vents located in the Property; and
- 34.8 the purchaser is not entitled to make any Objection (or rescind, terminate or delay completion of this contract because of) any of the matters disclosed in this contract or in the documentation described in this special condition or attached to the contract.

### **Entire Contract**

35. The vendor and purchaser agree that:

- 35.1 except for the terms and provisions of section 52A of the Conveyancing Act 1919 and the Conveyancing Regulation, there are no conditions, warranties or other terms affecting this sale other than those included in this contract;
- 35.2 this contract contains the whole of the contract between the vendor and the

purchaser, despite: the negotiations or discussions held between the parties or between the purchaser and the vendor's agent; or the contents of any Marketing Material; and

- 35.3 the purchaser shall not be entitled to rely on any representation or warranty however made by the vendor or its agents except as are made conditions of this contract or provided by a Law.

### **Introducing Agent**

36. The purchaser warrants that the purchaser was not introduced to the property by any real estate agent other than the real estate referred to in this contract. In the event that the purchaser breaches this warranty the purchaser indemnifies the vendor against any claim for commission which may be made by any other agent and against all costs and expenses incidental to defending any such claim.

### **Tax File Numbers**

- 36.1 The parties shall supply their respective Tax File Numbers to the deposit holder within 7 days of the date of this contract.
- 36.2 In the event the parties do not comply with clause 36.1 the deposit holder will be under no obligation to invest the Deposit.

### **Death or Insolvency etc.**

37. Without in any manner negating limiting or restricting the rights or remedies which would have been available to the parties at law or in equity had this special condition not been included, should the purchaser, or if there is more than one purchaser either of the purchasers, prior to completion:

37.1 being a natural person be declared bankrupt; or

37.2 die or become mentally ill;

37.3 being a company, has an Insolvency Event occur; then resolve to go into liquidation or have a petition for its winding up presented or entered into any scheme of arrangement with its creditors under the Corporations Act or should any provisional liquidator, liquidator, receiver and manager, receiver, controller, administrator or official manager be appointed in respect of the purchaser or any of the assets of the purchaser, then the vendor may rescind this contract by notice in writing forwarded to the solicitor for the purchaser and this contract shall be at an end and the provisions of clause 19 will apply.

then the vendor may rescind this contract by notice in writing forwarded to the solicitor for the purchaser and this contract shall be at an end and the provisions of clause 19 shall apply.

### **Services**

38. Subject to any warranties applying by virtue of any legislation the purchaser shall not be entitled to make a claim, objection, requisition or delay completion of or rescind or terminate this contract by reason of the existence of passage through on the land on which the property is erected or any adjoining land of mains, pipes, wires and connections of any service (including a service referred to in clause 10.1.2) whether to

the property or any other property or jointly to both or otherwise.

### **Rescission of Contract for Breach of Statutory Warranty**

39. In the event this contract relates to residential property, the purchaser becomes entitled to rescind this contract on the basis of a breach by the vendor of the warranties prescribed in the Conveyancing Regulation or any other statutory warranty and elects not to rescind by reason of that breach, then the purchaser agrees to proceed to completion and to waive any right or claim to damages, costs or expenses, which but for the provisions of this clause might otherwise arise in favour of the purchaser. This clause shall not merge on completion.

### **Environmental Laws**

40. The purchaser cannot make an objection, requisition or claim or delay completion of or rescind or terminate this contract because of the presence in or upon the property of asbestos or any other hazardous substance or non compliance with any environmental laws.

### **Severability**

41. If for any reason the whole or a part of any provision of this contract is found to be invalid or unenforceable, such provision shall be severed without affecting the validity or enforceability of any other provision of this contract.

### **Guarantee if Corporate Purchaser**

42. In consideration of the vendor at the request and direction of

(name)  
(address)  
and (name)  
(address)  
(the guarantors")

agreeing to enter into this contract with the purchaser, the guarantors by their execution of this contract jointly and severally guarantee to the vendor the due and punctual payment to the vendor of all monies due to the vendor under this contract and the punctual performance and observance by the purchaser of the provisions contained in this contract on the part of the purchaser to be paid, observed and performed. The guarantors jointly and severally agree with the vendor to be liable for and to indemnify and keep indemnified the vendor from and against all actions, suits, claims, demands and losses which the vendor may incur or be liable for as a result of any default, act or omission on the part of the purchaser under this contract.

### **Amendments to the printed form**

- 43.1 The printed form of contract is amended as follows:-

In **clause 2.4** delete "cash (up to \$2,000) or";

Substituting "1%" in place of "5%" in **clause 7.1.1**;

Substituting "7 days" in place of "14 days" in **clause 7.1.3**;

Substituting "1%" in place of "10%" in **clause 7.2.1**;

In **clause 8.1** delete "on reasonable grounds";

**Clauses 12.2 and 12.3** are deleted;

Amend **clause 13.2** by the addition of the following words "However, if words to the effect of "exclusive of GST" or "plus GST" appear on the front page or any other page in connection with a price or other amount then GST is to be added to the price or other amount".

Deleting **clause 14.4.2**;

In **clause 16.5** delete "plus another 20% of that fee";

In **clause 16.7** delete "cash (up to \$2,000) or";

In **clause 16.8**, change "5" to "7";

In **clause 16.12** delete "NSW but the vendor must pay the purchaser's additional expenses, including any agency or mortgage fee" and substitute "the Sydney CBD".

**Clauses 3, 19.2.3, 22, 23.9, 23.14, 25 to 29**, (inclusive) are deleted.

In **clause 20.6.3** deleting the words "even if a party has died or any of them has died".

The first sentence of **clause 23.14** is deleted; and

#### **Amendments to Contract for Sale by Others**

- 44.1 Each party authorises their respective legal representative ("**Solicitor**") named on the front page of this contract or any employee of that Solicitor to make any alterations or amendments to this contract including the addition of annexures (collectively "**Amendments**") in accordance with their instructions or as deemed necessary by the Solicitor from the date of execution of this contract until the date of this contract and any such Amendments shall be binding upon the party who authorised the making of those Amendments and those Amendments shall form part of this contract as if the same was made or annexed prior to date this contract was executed by that party.

#### **Warranty as to Ordinary Resident**

- 45.1 The purchaser warrants that:
- 45.1.1 the purchase is ordinarily resident in Australia within the provisions of the Foreign Acquisitions Act; and
  - 45.1.2 the provisions of the Foreign Acquisitions Act requiring consent of the FIRB to a purchase by a party that is not ordinarily resident in Australia does not apply to this purchase.
- 45.2 In the event of there being a breach of the warranty referred to in clause 45.1 whether deliberately or unintentionally or in the event the purchaser does require the consent of the FIRB the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine, claim, delay or legal costs which may

be incurred by the vendor in connection with that breach.

- 45.3 The warranty and indemnity contained in this clause 45 shall not merge on completion.

## **COMPLETION AND CONSEQUENCES OF NON-COMPLETION**

### **Completion**

- 46.1 Clause 15 is omitted.
- 46.2 The vendor and the purchaser must complete this contract by 5:00pm on the later of:
- 46.2.1 the date which is 42 days after the date of this contract;
  - 46.2.2 the 21<sup>st</sup> day after written notification of registration of the Strata Plan has been served on the purchaser or the purchaser's representative; and
  - 46.2.2 the 14<sup>th</sup> day after the original or a copy of the Occupation Certificate for the Property has been served on the purchaser or the purchaser's representative.
- 46.3 If completion does not occur on or before the Completion Date the vendor may serve the purchaser with a notice:
- 46.3.1 requiring the purchaser to complete this contract not less than 14 days after the date of service of the notice; and
  - 46.3.2 making time of the essence.
- 46.4 The parties acknowledge that for the purposes of clause 46.3, the period of 14 days is sufficient time to complete this contract.
- 46.5 The vendor is not regarded as unable, not ready or unwilling to complete for the purposes of issuing a notice to complete because of the existence of a charge on the property in respect of any adjustments referred to in clause 14 ("**Outgoings**").
- 46.6 The vendor is entitled to serve a notice to complete on the purchaser despite the existence of a charge on the property in respect of any Outgoings at the time the notice is served or at any time after.

### **Interest on Default**

- 47.1 If the purchaser fails to complete this contract by the completion date (other than due to a default by the vendor), the purchaser shall pay to the vendor:
- 47.1.1 interest on the balance of the price outstanding at the rate of 10% from the completion date until completion is effected; and
  - 47.1.2 the sum of three hundred dollars (\$330.00) inclusive GST to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional costs and expenses, this amount to be paid on completion

This clause shall not affect any other right of the vendor.

### **Service of documents**

- 48.1 A document served by facsimile shall be taken to have been received when the transmission has been completed except where:
- 48.1.1 the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission; or
  - 48.1.2 the time of dispatch is after 5.00 pm. on a Business Day in which case the notice shall be taken to have been received at 9.00 am. on the next Business Day.
- 48.2 A document served by email shall be taken to have been received at the local time (in the place of receipt of that email), which then equates to the then time at which the email was sent, as shown on the transmission report which is produced by the computer from which that email was sent and which confirms transmission of that email in its entirety unless that local time is not a Business Day or is after 5:00pm on a Business Day, in which case that communication will be deemed to have been received at 9:00am on the next Business Day.

### **SUBDIVISION**

#### **Disclosures regarding Subdivision**

- 49.1 The vendor intends to register the the Plans together with any other Document the vendor considers necessary or appropriate or which is required by the vendor or a Relevant Authority.
- 49.2 The vendor discloses the following about the Documents that comprise the Plans:
- 49.2.1 they are only in draft form and may change before the Completion Date; and
  - 49.2.2 they will be completed by:
    - (a) incorporating further Covenants required by the vendor;
    - (b) incorporating any other by-law required by the vendor; and
    - (c) completing or amending the Section 88B Instrument.
- 49.4 The vendor discloses that the vendor, with the consent of the Relevant Authority or any court, may vary the terms of any Development Consent, as the vendor deems appropriate.
- 49.5 The vendor may register Covenants at any time which may affect the Property or the Common Property which the vendor considers necessary or appropriate, which is required by the vendor, a Relevant Authority or which is required under any Law, including the following (this is not an exhaustive list):
- 49.5.1 construction easements;
  - 49.5.2 Covenants affecting the Common Property in the manner contemplated by the Section 88B Instrument; and

- 49.5.3 easements necessary to protect the rights of any Relevant Authority in relation to existing services

## **Vendor Disclosures**

49.6 The vendor discloses and the purchaser acknowledges:

- 49.6.1 the Documents are not final and may change from those contemplated by or attached to this contract;
- 49.6.2 any areas and/or dimensions in relation to the Property (including but not limited to those shown on any Marketing Material) have been measured prior to the construction commencing and accordingly the final area on the registered Strata Plan may be reduced from the area shown in the Marketing Material; and
- 49.6.3 the Strata Plan attached to this contract has been prepared from architectural plans and accordingly lot sizes, areas, dimensions or configuration may be affected by the approval or construction process.

## **Purchaser's Covenants**

- 49.7 Subject to the rights of the purchaser in clauses 50.5 and 50.12, 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 of the matters disclosed in clauses 49 and 50.
- 49.8 The provisions of clauses 49 and 50 do not merge on completion.

## **REGISTRATION OF DOCUMENTS**

- 50.1 The vendor must use all reasonable endeavours to have the Strata Plan registered by the Registration Date.
- 50.2 If Registration of the Strata Plan has not occurred by the Registration Date either the vendor or the purchaser can rescind this contract, whereupon the provisions of clause 19 apply. The right to rescind pursuant to this clause ceases once the Strata Plan is registered.
- 50.3 Before Registration, the vendor can make changes to the Strata Plan which the vendor considers necessary or desirable or which is required by the vendor or a Relevant Authority including:
  - 50.3.1 the numbering of lots from those shown on the Strata Plan;
  - 50.3.2 the dimensions or areas of lots from those shown on the Strata Plan;
  - 50.3.3 the location of lots from those shown on the Strata Plan;
  - 50.3.4 inserting or changing the unit entitlements to reflect the respective values of the lots in the Strata Plan in accordance with the Legislation; and
  - 50.3.5 in respect of any matter disclosed or noted in the Development Clauses.
- 50.4 Subject to clause 50.5, 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 in respect of any of the following:

50.4.1 any matter disclosed in clause 50.3;

50.4.2 any changes to the Strata Plan; and

50.4.3 the unit entitlements shown on the Strata Plan when registered.

50.5 Subject to clause 50.8, if there is any change to the Strata Plan on Registration:

50.5.1 relating to the area of the Property which results in a reduction in area of more than 5% and which would have a substantial detrimental effect on the Property; or

50.5.2 to the location of the unit forming part of the Property which would have a substantial detrimental effect on the Property,

the purchaser can rescind by following the procedures in clause 50.6.

50.6 The right of rescission conferred by clause 50.5 in respect of any change to the Strata Plan referred to in that clause may only be exercised by the purchaser serving written notice on the vendor:

50.6.1 if the vendor has not given the purchaser a notice under clause 50.7, within 7 days of the vendor giving the purchaser notice of Registration of the Strata Plan and this time is essential; or

50.6.2 if the vendor has given the purchaser a notice under clause 50.7 within 7 days of that notice and this time is essential.

50.7 The vendor may (but is not obliged or required to do so) give the purchaser a notice at any time advising of changes to the Strata Plan.

50.8 The right of rescission conferred by clause 50.5 cannot be exercised in relation to a change to the Strata Plan to meet, or as a consequence of meeting, the requirements of a Relevant Authority.

50.9 The vendor warrants the final unit entitlements shown on the Strata Plan will generally reflect the respective values of the Lots in accordance with the Legislation.

50.10 The vendor can:

50.10.1 make changes to any Document, a copy of which is attached to this contract, or create further Documents;

50.10.2 create further Covenants in addition to those set out in the Documents attached to this contract; and

50.10.3 create further by-laws in addition to or in replacement of those by-law set out in the By-law Instrument,

50.10.4 which the vendor considers necessary or desirable or which is required by the vendor or a Relevant Authority.

50.11 Subject to clause 50.12, 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 in respect of any of the following:

- 50.11.1 changes to any Document, a copy of which is attached to this contract, or the creation of further Documents;
- 50.11.2 the creation of further Covenants in addition to those set out in the Documents attached to this contract; and
- 50.11.3 the creation of further by-laws in addition to or in replacement of those by-laws set out in the By-law Instrument.

50.12 If there are any:

- 50.12.1 changes to any Document, a copy of which is attached to this contract, or if further Documents are created;
- 50.12.2 further Covenants in addition to those set out in the Documents attached to this contract; or
- 50.12.3 further by-laws in addition to or in replacement of the by-laws set out in the By-law Instrument,

which are inconsistent with the other provisions of this contract and would have a substantial detrimental effect on the Property, the purchaser can rescind by following the procedures in clause 50.13.

50.13 The right of rescission conferred by clause 50.12 may only be exercised by the purchaser serving written notice on the vendor:

- 50.13.1 if the vendor has not given the purchaser a notice under clause 50.14, within 7 days of the vendor giving the purchaser a notice of Registration of the Strata Plan and this time is essential; or
- 50.13.2 if the vendor has given the purchaser a notice under clause 50.14, within 7 days of that notice and this time is essential.

50.14 The vendor may give the purchaser a notice at any time of any change to a Document, the creation of a further Document, the creation of further Covenants or the creation of by-laws as contemplated by clause 50.10.

50.15 The right of rescission conferred by clause 50.5 cannot be exercised in relation to a change to a Document, the creation of a further Document, the creation of a Covenant or the creation of a by-law as contemplated by clause 50.10:

- 50.15.1 to meet, or as a consequence of meeting, the requirements of the vendor or a Relevant Authority; and
- 50.15.2 resulting from a construction variation referred to in clause 59.1 or clause 59.2.

50.16 The purchaser may not make any Objection or rescind or terminate or attempt to rescind or terminate or refuse to complete or threaten not to complete this contract as a result of anything arising out of the Registration Clauses.

50.17 The purchaser acknowledges that when the Plans register the purchaser must obtain from NSW LRS its own copies of the registered Plans.

50.18 This clause will not merge on Completion.

## **51. NOT USED**

## **52. NOT USED**

## **TITLING ISSUES**

### **Notations on certificate of title**

53.1 The purchaser is aware that notations, in or to the effect of the following, may be endorsed on the certificate of title to issue in respect of the Common Property:

53.1.1 those Covenants contemplated by this contract to be created;

53.1.2 attention is directed to the By-law Instrument registered with the Strata Plan.

53.2 The purchaser is aware that notations in or to the effect of the following may be endorsed on the certificate of title to issue in respect of the Property:

53.2.1 the Lot is subject to any affecting interests recorded on the folio of the register comprising the Common Property; and

53.2.2 those Covenants contemplated by this contract to be created.

53.3 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 in respect of the notations endorsed on the certificate of title issued in respect of the Property or the Common Property.

53.4 If at completion there is noted on any certificate of title of the Property a mortgage or caveat, the purchaser must, on the Completion Date accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the Property.

53.5 If at the Completion Date there is noted on any certificate title of the Property a caveat lodged by or on behalf of the purchaser, the assignor or assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser, the purchaser must complete despite the caveat.

### **Strata Title Matters**

54.1 As the Property is (or on completion will be) a Lot in a Strata Scheme:

54.1.1 printed clause 11 does not apply to anything with which the Owners Corporation must comply;

54.1.2 printed clause 14.5 applies but on a unit entitlement basis instead of an area basis;

54.1.3 printed clause 14.8 does not apply to an amount the Owners Corporation must pay;

54.1.4 printed clause 18.4 does not apply to anything which the Owners Corporation must insure;

- 54.1.5 the parties must adjust under printed clause 14.1:
- (a) a regular periodic contribution to the administrative fund;
  - (b) a regular periodic contribution to the capital works fund;
  - (c) a regular periodic payment under a by-law;
  - (d) a contribution which is not a regular periodic contribution; and
  - (e) 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;
- 54.1.7 subject to clause 54.1.8, 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 in respect of an existing or future actual, contingent or expected expense of the Owners Corporation;
- 54.1.8 the purchaser can rescind if the Special Expenses of the Owners Corporation at the later date of this contract and the creation of the Owners Corporation, when calculated on a unit entitlement basis (and, if more than one Lot, added together) are more than 1% of the price;
- 54.1.9 as regards a notice of interest under section 22(1) of the Management Act:
- (a) the purchaser must give the vendor 2 copies of a form of notice signed by the purchaser before the Date for Completion;
  - (b) the vendor must give to the purchaser on or by the Date for Completion one copy signed by the vendor; and
  - (c) each party can sign and give the notice as agent for the other;
- 54.1.10 as regards the strata information certificate available from the Owners Corporation under section 184(1) of the Management Act:
- (a) the vendor must serve the certificate before the Date for Completion;
  - (b) on the Completion Date the purchaser must pay the vendor the prescribed fee for that certificate; and
  - (c) the vendor authorises the purchaser to apply for the purchaser's own certificate under that section;
- 54.1.11 as regards the inspection available from the Owners Corporation under section 183 of the Management Act, the vendor authorises the purchaser to apply for and make an inspection under that section; and
- 54.1.12 the Property is sold subject to the provisions of the Legislation.

#### **Lodgement of a Caveat by the Purchaser**

- 55.1 The purchaser may only lodge a caveat for notation on a certificate of title for the Property and then may only do so after registration of the Strata Plan.

55.1.1 If the purchaser lodges a caveat in contravention of its obligations in this clause, then immediately upon receipt of a written request from the vendor the purchaser must either:

- (a) withdraw any such caveat at its own cost; or
- (b) produce to the vendor or the Registrar General (as required by the vendor) a letter consenting to the registration of the relevant Document or dealing.

55.1.2 The purchaser:

- (a) acknowledges delay in lodging a Document or dealing for registration for or on behalf of the vendor as contemplated by this contract as a result of a caveat by the purchaser may result in substantial loss to the vendor; and
- (b) agrees to indemnify the vendor and keep the vendor indemnified for all costs, expenses and losses incurred by the vendor as a result of the purchaser not complying with its obligations in this clause.

### **Defects warranty**

56.1 Subject to clause 56.2, within a reasonable time after the expiration of the Defects Period the vendor must repair in a proper and workmanlike manner any Defect notice of which is served on the vendor.

56.2 The purchaser must serve on the vendor written notice of any Defect before the expiration of the Defects Period. The purchaser acknowledges the vendor has limited rights against any contractor and acknowledges any delay in by the purchaser exercising its rights in this clause may prevent the vendor exercising its rights against the contractor.

56.3 The purchaser cannot serve notice of any Defect before the Completion Date and may not make an Objection or delay completion because of any Defect.

56.4 If any disagreement arises in connection with this clause:

56.4.1 the purchaser cannot make an Objection or rescind or terminate or attempt to rescind or terminate or refuse to complete or threaten not to complete this contract;

56.4.2 either the vendor or the purchaser may refer the disagreement to a single expert nominated by the President;

56.4.3 the expert's decision will be conclusive and binding on the vendor and the purchaser; and

56.4.4 the cost of the expert determination must be borne by the party against whom the expert's decision is made or, if there is no such party then by the parties whom the expert determines is or are to bear the costs.

## **ADJUSTMENTS**

### **Council Rates**

57.1 If at completion no separate assessment for council rates for the Property for the quarter current at completion has been issued then:

57.1.1 no regard is to be had to the actual assessment for council rates when it issues; and

57.1.2 the purchaser agrees to accept and adjust \$1,750.00 as the amount payable for council rates for the Property for the year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14, and

57.1.3 the vendor must pay any assessment of council rates which may be issued for the property for the year current at completion when such assessment is issued.

57.2 The purchaser cannot make any Objection or delay completion if the council rates for the Property are unpaid on the Completion Date.

### **Water Rates**

57.3 If at completion no separate assessment for water and sewerage rates for the property for the quarter current at completion has been issued then:

57.3.1 no regard is to be had to the actual assessment for water rates when it issues; and

57.3.2 the purchaser agrees to accept \$250.00 as the amount payable for water and sewerage rates for the property for the quarter current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14, and

57.3.3 the vendor must pay any assessment of water and sewerage rates which may be issued for the property for the quarter current at completion when such assessment is issued.

57.4 The purchaser cannot make any Objection or delay completion if the water rates for the Property are unpaid on the Completion Date.

### **Land tax**

57.5 Notwithstanding anything to the contrary in this contract, the purchaser agrees to accept the amount of \$4,000.00 as the amount that must be adjusted for land tax for the Property in accordance with printed clause 14, on the basis that it is paid on completion.

57.6 If the vendor complies with clause 16.6 the purchaser cannot delay completion because the purchaser is unable to obtain a certificate from the Land Tax Office under section 47 of the Land Tax Management Act, 1956 stating that there is no land tax charged to the Property.

### **Goods and services tax**

#### **58.1 Definitions**

In this clause 58:

- 58.1.1 GST means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**) or any replacement or other relevant legislation and regulations;
- 58.1.2 GST Withholding Amount means the amount that the purchaser is required to withhold on account of GST from the purchase price and pay to the Australian Taxation Office as notified by the vendor in the Vendor's GST Withholding Notice;
- 58.1.3 Vendor's GST Withholding Notice means the notice made by the vendor in accordance with section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth);
- 58.1.4 words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
- 58.1.5 any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- 58.1.6 any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- 58.1.7 if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

## 58.2 **Sale as a taxable supply**

- 58.2.1 The parties agree that:
  - (a) the supply of the property is a taxable supply; and
  - (b) the provisions in clause 58.3 will apply to the supply of the property.

## 58.3 **If a supply is a taxable supply**

- 58.3.1 The following provisions of this clause apply if any supply made under or in connection with this contract is a taxable supply.
- 58.3.2 Unless expressly stated to include GST, the consideration expressed to be paid or payable under any other clause of this contract for any supply made under or in connection with this contract does not include GST. For the avoidance of doubt the price is inclusive of GST.
- 58.3.3 To the extent that any supply made under or in connection with this contract is a taxable supply the GST exclusive consideration otherwise payable for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the taxable supply plus any penalties, fines, interest or statutory charges imposed in connection with that taxable supply.
- 58.3.4 The amount to be paid under clause 64.3.3 must be paid at the same time and in the same manner as the GST-exclusive consideration is to be paid or provided under this contract.

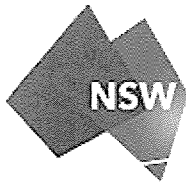
- 58.3.5 A valid tax invoice must be given to the recipient of the supply within 5 business days of payment to be paid under clause 64.3.3.
- 58.3.6 To the extent to which one party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that party that loss, cost or expense does not include an amount in respect of GST for which that other party is entitled to claim an input tax credit.

#### 58.4 GST Withholding

- 58.4.1 The following provisions of this clause apply if a GST Withholding Amount is required to be paid in respect of the supply made under or in connection with this contract.
- 58.4.2 The vendor agrees to:
- (a) within 7 days of the date of this contract, serve in the form of page 3 of this contract, a Vendor's GST Withholding Notice; and/or
  - (b) serve a Vendor's GST Withholding Notice, as may be amended or updated from time to time, not later than 14 days prior to the Completion Date.

#### Inclusions

- 59.1 The purchaser acknowledges that annexed to this contract at Annexure B is a list of inclusions included in the sale (**Inclusions**).
- 59.2 Any and all Inclusions located at the property are included in the sale on a "walk in/walk out", "as is/where is" basis.
- 59.3 The vendor need to not give formal delivery of the Inclusions.
- 59.4 The vendor makes no representation or warranty as to the state of repair or condition of the Inclusions and the purchaser accepts the Inclusions in their state of repair and condition at the date of this contract and at completion.
- 59.5 The purchaser must not make any requisition or claim, delay completion or rescind or terminate in connection with any loss of or damage to the Inclusions occurring after the date of this contract (including under sections 66J-66O of the Conveyancing Act 1919 (NSW) or in relation to any claim on the grounds that any Inclusion is defective or unfit for the purpose for which it was built or installed or fails to operate properly or at all.
- 59.6 The vendor makes no representation or warranty as to what, if any, fixtures and fittings are the property of the vendor and what, if any, fixtures and fittings are the property of any tenant of the property and the purchaser acknowledges having satisfied itself in this regard prior to signing this contract.



LAND  
REGISTRY  
SERVICES

## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 13A/387765

-----

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 29/9/2023   | 8:45 AM | 7          | 20/3/2023 |

LAND

-----

LOT 13A IN DEPOSITED PLAN 387765  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA  
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP387765

FIRST SCHEDULE

-----

ALI KAZEMI  
IN 50/100 SHARE  
MOHSEN ASADNIAYE FARD JAHROMI  
IN 5/100 SHARE  
SHOHREH AZADI  
IN 45/100 SHARE  
AS TENANTS IN COMMON (T AR342187)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1268977 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN DP1268977
- 3 AS938493 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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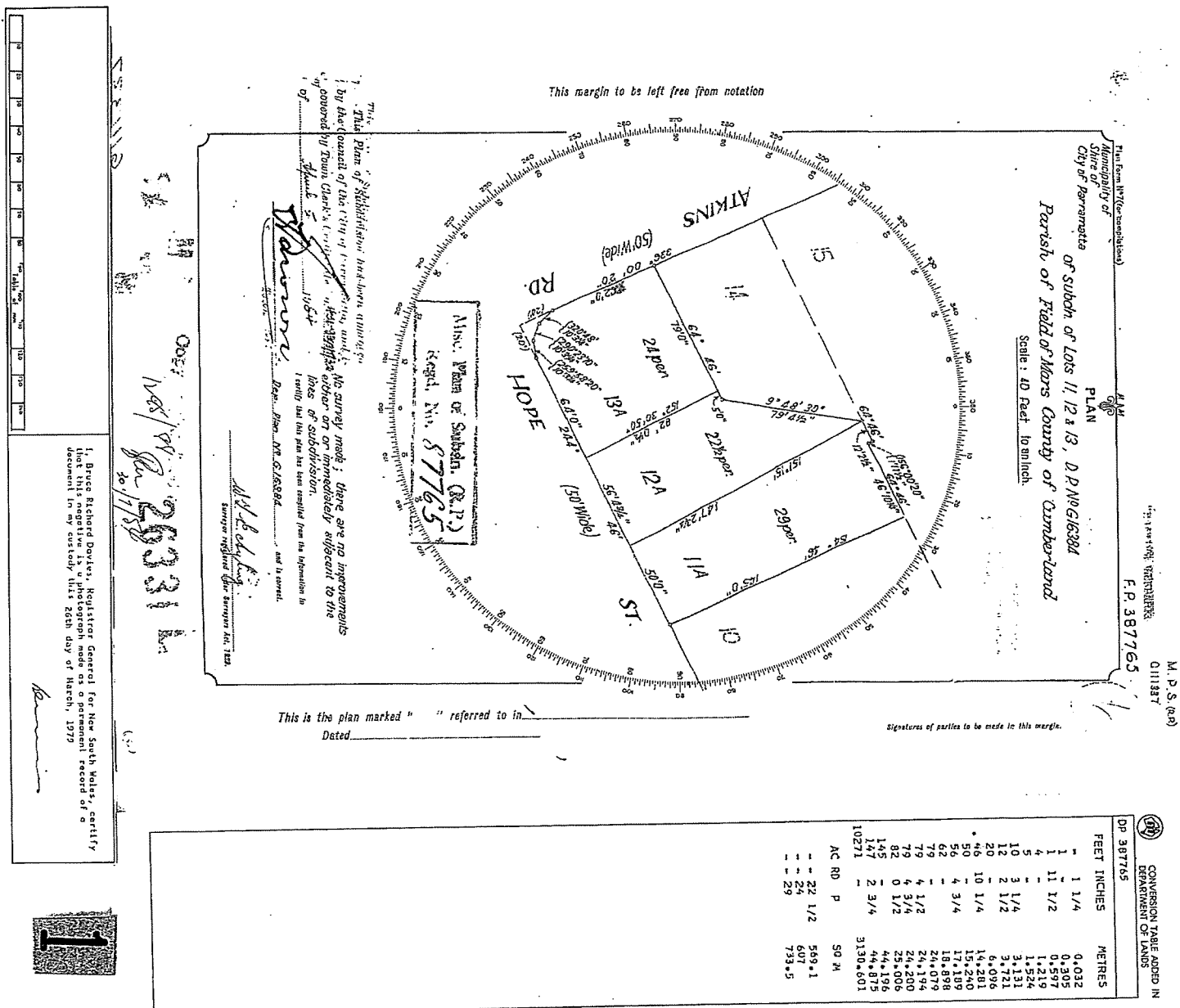
UNREGISTERED DEALINGS: PP DP1290135 PP SP105769.

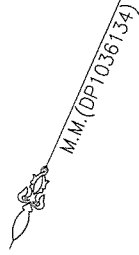
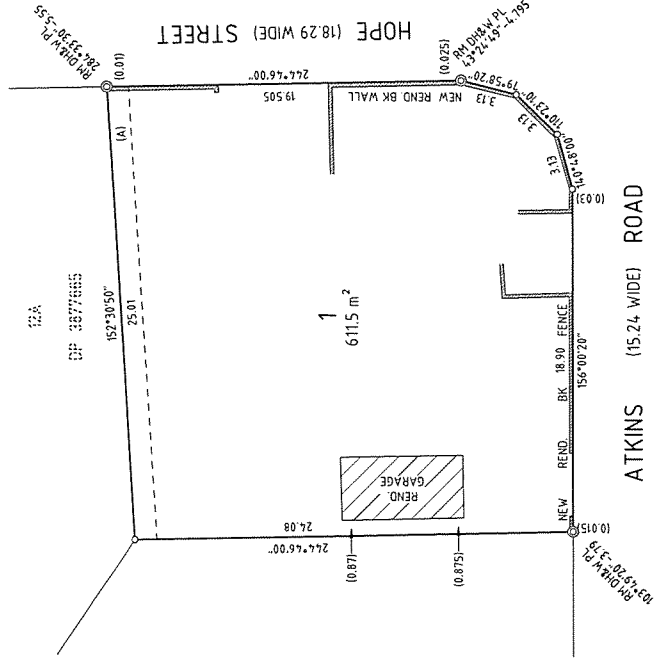
\*\*\* END OF SEARCH \*\*\*

5954: Azadi, Asadnia and Kazem

PRINTED ON 29/9/2023

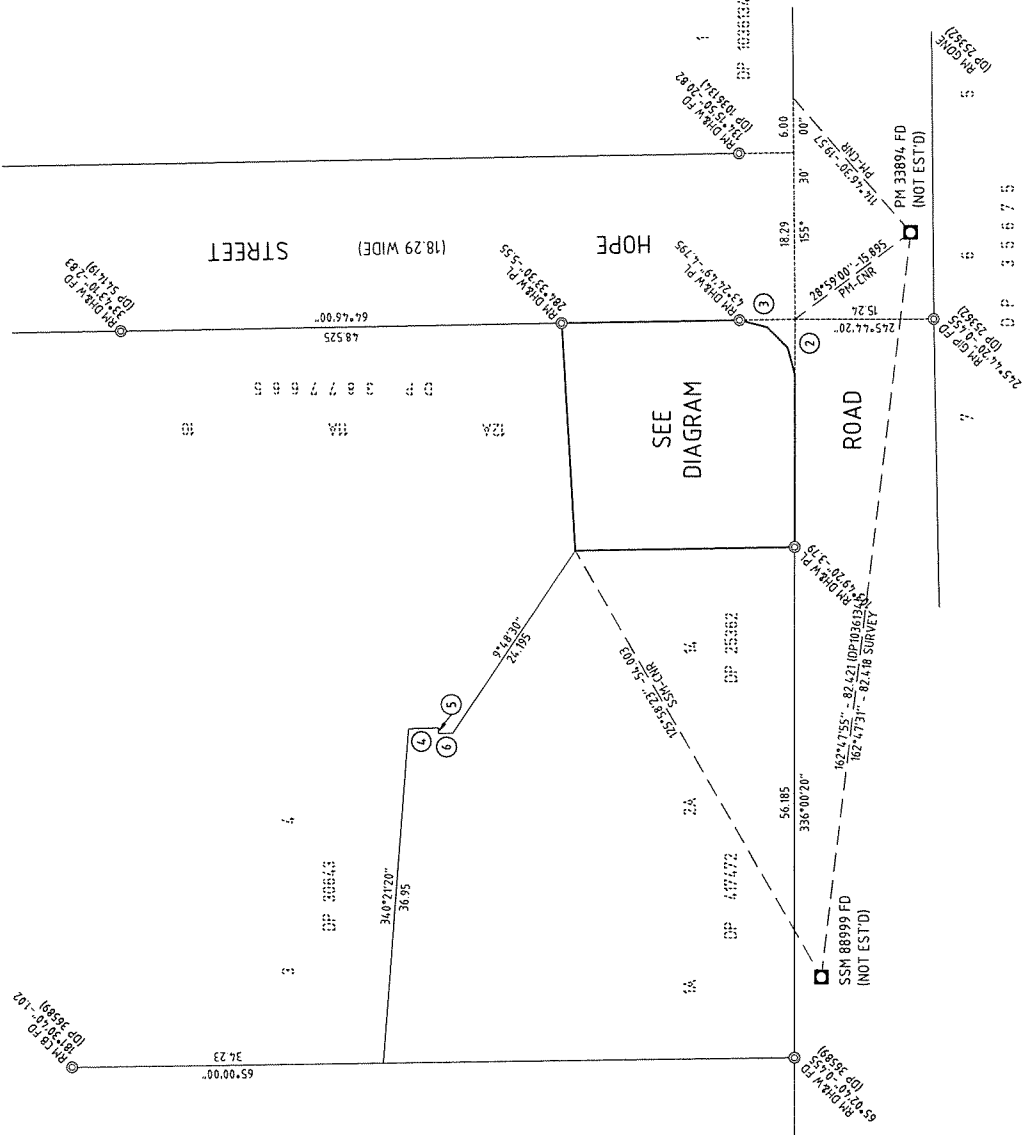
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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





ATKINS ROAD (15.24 WIDE) ROAD  
DIAGRAM  
SCALE 1:200

(A) EASEMENT TO DRAIN WATER 12 WIDE (DP 1268977)



| COORDINATE SCHEDULE                               |                     |             |       |    |        |
|---------------------------------------------------|---------------------|-------------|-------|----|--------|
| MARK                                              | M.G.A. CO-ORDINATES |             | CLASS | PU | METHOD |
|                                                   | EASTING             | NORTHING    |       |    |        |
| PM 33894                                          | 320907.340          | 6256617.963 | B     | -  | SCIMS  |
| SSM 88999                                         | 320894.             | 6256703.    | U     | -  | SCIMS  |
| DATE OF SCIMS CO-ORDINATES 27/10/2023 MGA ZONE 56 |                     |             |       |    |        |
| DATUM: GDA2020 COMBINED SCALE FACTOR 0.99987      |                     |             |       |    |        |

| SHORT BOUNDARIES |            |          |
|------------------|------------|----------|
| No.              | BEARING    | DISTANCE |
| 1                | 64°53'50"  | 3.66     |
| 2                | 336°00'20" | 6.10     |
| 3                | 244°16'00" | 6.10     |
| 4                | 64°46'00"  | 3.355    |
| 5                | 356°00'20" | 0.595    |
| 6                | 244°46'00" | 1.52     |

Surveyor: Ziemowit Tomasz Wierchowicki  
Date of Survey: 28th October 2023  
Surveyor's Ref: 230520 DP-01

PLAN OF REDEFINITION OF  
LOT 13A IN DP 387765

L.G.A.: CITY OF PARRAMATTA  
Locality: ERMINGTON  
Subdivision No:  
Lengths are in metres. Reduction Ratio 1:400

Registered

DP DRAFT

**PLANNING CERTIFICATE****CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979 as amended

**Certificate No:** 2023/7014  
**Fee:** \$167.35  
**Issue Date:** 29 September 2023  
**Receipt No:** 7300695  
**Applicant Ref:** TS:AP:204585

**DESCRIPTION OF LAND**

**Address:** 49 Atkins Road  
ERMINGTON NSW 2115  
**Lot Details:** Lot 13A DP 387765

**SECTION A**

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

**Parramatta Local Environmental Plan 2023**

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

**The land is zoned: R2 Low Density Residential PLEP2023**

**Zone R2 Low Density Residential (Parramatta Local Environmental Plan 2023)**

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

**Zone R2 Low Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the low density residential character of the area.
- To ensure non-residential land uses are carried out in a way that minimises impacts on the amenity of a low density residential environment.
- To provide a range of community facilities that serve the needs of people who live in, work in and visit the area.
- To protect and enhance tree canopy, existing vegetation and other natural features

**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; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; School-based child care; Seniors housing; Tank-based aquaculture; Water recycling facilities

**4 Prohibited**

Any development not specified in item 2 or 3

**SECTION B**

**State Policies and Regional Environmental Plans**

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

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (SEPP) (Planning Systems) 2021  
State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021  
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021

State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021  
State Environmental Planning Policy (SEPP) (Housing) 2021  
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021  
State Environmental Planning Policy (SEPP) (Primary Production) 2021  
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.  
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

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

DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

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

### **Draft Local Environmental Plan**

The land is not affected by a Draft Local Environmental Plan which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

### **Development Control Plan**

The land is affected by the Parramatta Development Control Plan (DCP) 2023

Draft Late Night Trading Development Control Plan (DCP)

### **Development Contribution Plan**

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

### **Heritage Item/Heritage Conservation Area**

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

The land is not located in a heritage conservation area.

### **Road Widening**

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

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

### **Land Reservation Acquisition**

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

### **Site Compatibility Certificate (Affordable Rental Housing)**

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

- a. Site compatibility certificate (affordable rental housing),  
in respect to the land.

**Contamination**

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

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

**Tree Preservation**

The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

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

**Coastal Protection**

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

**NO**

**Council Policy**

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

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

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

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

***Please note: this is a statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.***

#### **Mine Subsidence**

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

#### **Bushfire Land**

The land is not bushfire prone land.

#### **Threatened Species**

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

#### **Biodiversity certified land**

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

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

#### **Biodiversity stewardship sites**

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

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

#### **Property vegetation plans**

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

#### **Paper Subdivision information**

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

**Note:** Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

### **Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

- (a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
- (b) is not shown on the Lighting Intensity and Wind Shear Map,
- (c) is not shown on the Obstacle Limitation Surface Map,
- (d) is not in the “public safety area” on the Public Safety Area Map,
- (e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

### **Loose-Fill Asbestos Register**

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

### **Affected Building Notices and Building Product Rectification Orders**

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

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

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

### **Exempt Development Codes**

#### **Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

#### **Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)**

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A**

of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

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

**It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.**

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **Complying Development Codes**

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

#### Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

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

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

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

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may** be carried out on the land under **Clause 1.17A**

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

**Commercial and Industrial (New Buildings and Additions) Code**

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

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

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

**SPECIAL NOTES**

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

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

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**SECTION C****The following additional information is issued under Section 10.7(5)**

Pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

**Draft Parramatta River Flood Study (Draft Flood Study)**

Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at <https://participate.cityofparramatta.nsw.gov.au/flood-study> or by contacting Council.

**Parramatta Local Environmental Plan 2023**

On 2 March 2023 the Parramatta Local Environmental Plan 2023 was notified in the NSW Government Gazette. The Parramatta Local Environmental Plan replaced five (5) existing Local Environmental Plans where they applied to land within the Parramatta LGA. These include:

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

The Parramatta Local Environmental Plan 2023 commenced on 2 March 2023.

**Parramatta Local Environmental Plan 2023 – Minimum Lot Size Control for Dual Occupancy and Manor House Developments**

The Parramatta Local Environmental Plan 2023 includes a minimum lot size of 600m<sup>2</sup> and a minimum frontage to a public road of 15 metres development standards for Dual Occupancies and Manor Houses where they are permitted with development consent in the Parramatta Local Environmental Plan 2023.

**Employment zones reform - translation of existing Business and Industrial zones into the new Employment zones**

The Parramatta Local Environmental Plan 2023 has replaced existing Business and Industrial zones with Employment zones.

Please see <https://www.planningportal.nsw.gov.au/employment-zones> for more information.

**Parramatta Development Control Plan (DCP) 2023**

The City of Parramatta Council at its Ordinary Council Meeting on Monday 28 August 2023 adopted (with an amendment) the Parramatta 'Harmonisation' Development Control Plan (DCP) 2023

The Parramatta Development Control Plan (DCP) 2023 affects all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park.

The Parramatta Development Control Plan (DCP) 2023 will replace five (5) existing Development Control Plans (DCP)'s where they applied to land within the Parramatta LGA. These include:

- *Auburn Development Control Plan (DCP) 2010;*
- *Holroyd Development Control Plan (DCP) 2013;*
- *Hornsby Development Control Plan (DCP) 2013;*
- *Parramatta Development Control Plan (DCP) 2011; and,*
- *The Hills Development Control Plan (DCP) 2012.*

The new Parramatta Development Control Plan 2023 commenced on Monday 18 September 2023

#### **Draft Late Night Trading Development Control Plan (DCP)**

Between Monday, 6 December 2021 to Monday, 31 January 2022, Council is exhibiting the Draft Late Night Trading Development Control Plan (DCP).

Further information about the Draft DCP can be found at <https://participate.cityofparramatta.nsw.gov.au/late-night-trading-DCP> or by contacting Council.

#### **Aboriginal Sensitivity Map - Parramatta Development Control Plan (DCP) 2011**

Aboriginal Heritage – low sensitivity – limited potential to contain items of Aboriginal heritage. Contact Council's Customer Service/Duty Planner (02) 9806 5050 for more information.

#### **Flood Information**

The land is considered by Council TO BE ABOVE the 1 in 100 year mainstream flood level.

This information is based on data available to the Council. It is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall the Council or its servants, be liable for any negligence in the preparation of that information.

#### **Australian Pipe Database- Natural Gas and Oil Notification Zone**

Mapping provided to Council from the relevant authority indicate that the land is within an Australian Pipe Database- Natural Gas and Oil Notification Zone.

The location of pipelines can be identified by contacting the Dial Before You Dig service on 1100 or at [www.1100.com.au](http://www.1100.com.au).

Please see the Australian Pipelines and Gas Association (APGA) Living with Pipelines web page at <https://www.apga.org.au/living-pipelines> for more information.

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**Note: Advisory Information regarding Combustible Cladding**

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to <https://www.claddingregistration.nsw.gov.au/> or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

**Note: Advisory Information regarding Loose-Fill asbestos Insulation**

Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

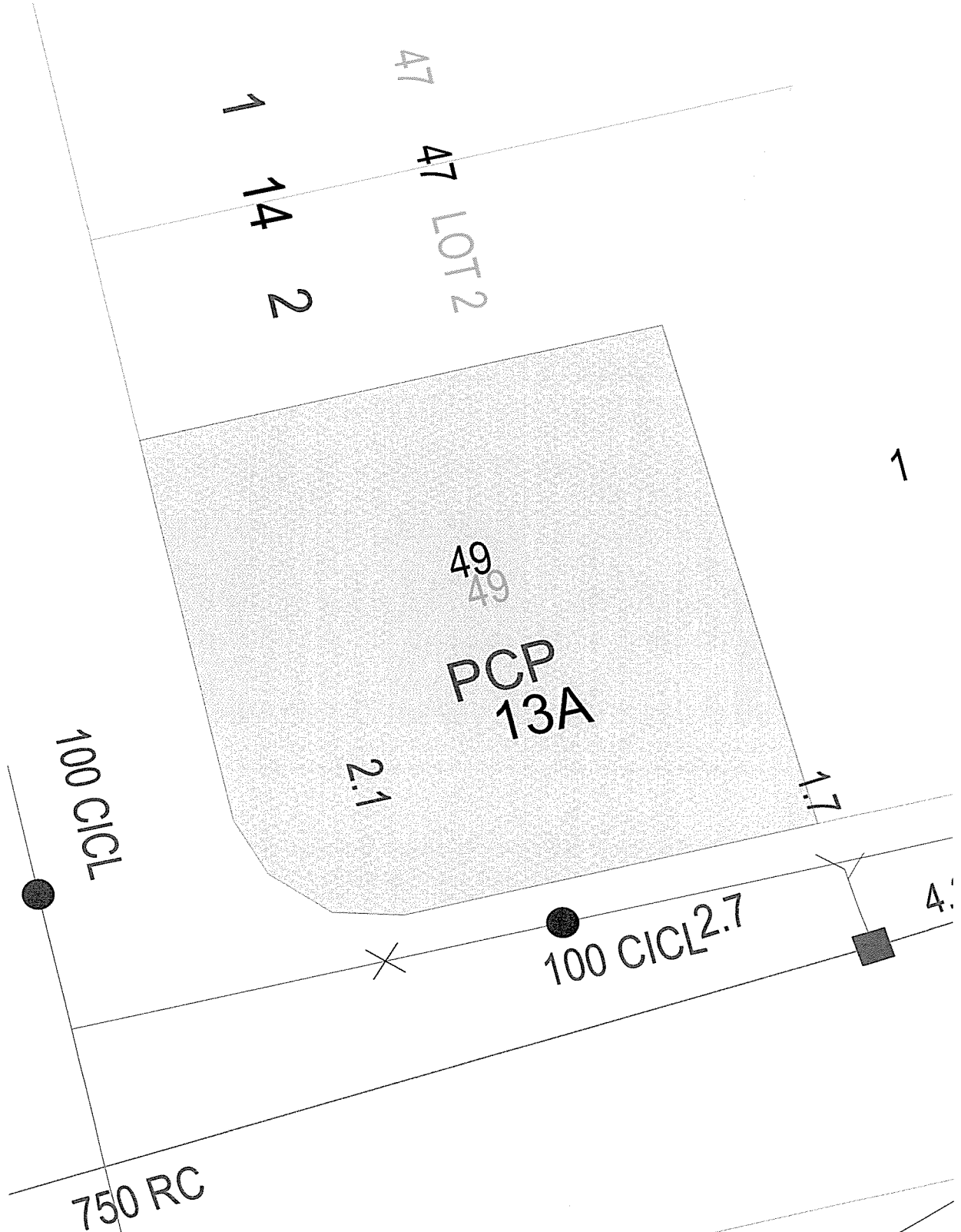
Gail Connolly  
Chief Executive Officer

per



**dated** 29 September 2023

**Service Location Print**  
Application Number: 8002957786



Document generated at 15-11-2023 12:22:19 PM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8002957785

H8.73.

**METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**  
**SEWERAGE SERVICE DIAGRAM**

Municipality of *Parramatta* No. *583353*

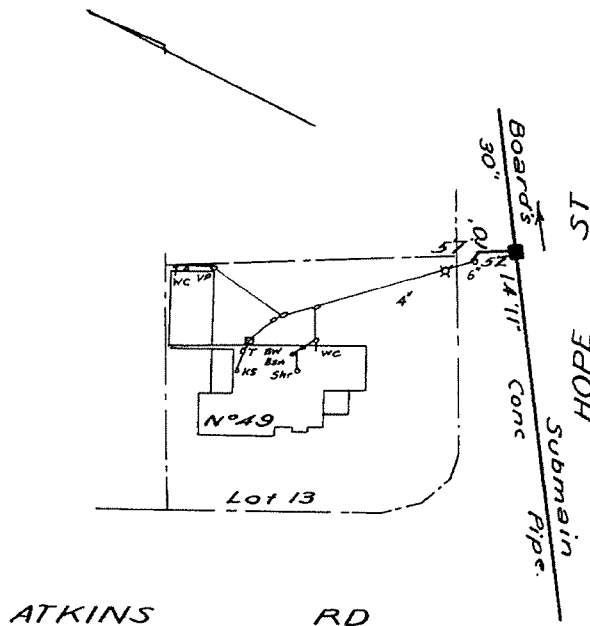
*AVST 111*

|                                                      |                                                       |                   |                          |
|------------------------------------------------------|-------------------------------------------------------|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap               | <input checked="" type="checkbox"/> R.V. Reflux Valve | I.P. Induct Pipe  | Ben. Basin               |
| <input type="checkbox"/> Pit                         | <input type="checkbox"/> Cleaning Eye                 | M.F. Mica Flap    | Shr. Shower              |
| <input type="checkbox"/> G.I. Grease Interceptor     | <input type="checkbox"/> VERT. Vertical Pipe          | T. Tubs           | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully                       | <input type="checkbox"/> V.P. Vent. Pipe              | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| <input checked="" type="checkbox"/> P.T. P. Trap     | <input type="checkbox"/> S.V.P. Soil Vent. Pipe       | W.C. Water Closet | F.W. Floor Waste         |
| <input checked="" type="checkbox"/> R.S. Reflux Sink | <input type="checkbox"/> D.C.C. Down Cast Cowl        | B.W. Bath Waste   | W.M. Washing Machine     |

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**

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



RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19 \_\_\_\_\_

SHEET No. *2211* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

| DRAINAGE        |           |           | PLUMBING        |               |      |
|-----------------|-----------|-----------|-----------------|---------------|------|
| Supervised by   | Date      | Inspector | BRANCH OFFICE   | Supervised by | Date |
| Examined by     | Inspector |           | Date            | Inspector     |      |
| Chief Inspector |           |           | Outfall         |               |      |
| Tracing Checked |           |           | Drainer         |               |      |
|                 |           |           | Plumber         |               |      |
|                 |           |           | Boundary Trap   |               |      |
|                 |           |           | is not required |               |      |

741 292

Se 2

Document generated at 15-11-2023 12:22:14 PM

## Disclaimer

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



MS SHOHREH AZADI  
802 17 WOODLANDS AVE  
BREAKFAST POINT NSW 2137

Our reference: 7143601524645

Phone: 13 28 66

28 October 2023

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SHOHREH,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                                    |
|------------------------------|------------------------------------|
| Notice number                | 2410876294961                      |
| Vendor name                  | SHOHREH AZADI                      |
| Clearance Certificate Period | 28 October 2023 to 28 October 2024 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR MOHSEN ASADNIAYE FARD JAHROMI  
UNIT 802 17 WOODLANDS AVE  
BREAKFAST POINT NSW 2137

Our reference: 7143601500925

Phone: 13 28 66

28 October 2023

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MOHSEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                                    |
|------------------------------|------------------------------------|
| Notice number                | 2410876292212                      |
| Vendor name                  | MOHSEN ASADNIAYE FARD JAHROMI      |
| Clearance Certificate Period | 28 October 2023 to 28 October 2024 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR ALI KAZEMI  
502/18 SHORELINE DRIVE  
RHODES NSW 2138

Our reference: 7143616211544

Phone: 13 28 66

29 October 2023

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ALI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                                    |
|------------------------------|------------------------------------|
| Notice number                | 2410876454349                      |
| Vendor name                  | ALI KAZEMI                         |
| Clearance Certificate Period | 29 October 2023 to 29 October 2024 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

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### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Certificate in respect of  
insurance for residential  
building work

Policy No: HBCF23005290

Policy Date: 07/02/2023

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

|                                                                                                                                                               |                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Period of Insurance                                                                                                                                           | The contract of insurance provides cover for both the construction period and the warranty period |
| In respect of                                                                                                                                                 | H01 - New Dwelling Construction                                                                   |
| Description of construction as advised by builder^                                                                                                            | Construction of a double storey brick veneer dual occupancy                                       |
| At                                                                                                                                                            | Unit 1<br>49 Atkins Road<br>Ermington New South Wales 2115                                        |
| Site plan number^                                                                                                                                             | NA                                                                                                |
| Site plan type^                                                                                                                                               | NA                                                                                                |
| Homeowner                                                                                                                                                     | Mr Mohsen Asadniaeye Fard Jahromi & Mr Ali Kazemi & Ms Shohreh Azac                               |
| Carried out by                                                                                                                                                | AMN Build Pty Ltd                                                                                 |
| Licence number                                                                                                                                                | 388849C                                                                                           |
| Builder job number^                                                                                                                                           | 49ARE                                                                                             |
| Contract amount^                                                                                                                                              | \$627,000.00                                                                                      |
| Contract date^                                                                                                                                                | 09/01/2023                                                                                        |
| Premium paid                                                                                                                                                  | \$6,944.02                                                                                        |
| Cost of additional products or services under contract                                                                                                        | Nil - no additional services                                                                      |
| Price (including GST and Stamp Duty)<br><small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small> | \$8,325.88                                                                                        |

## ^Additional information

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

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



Certificate No: HBCF23005290-1

Issued on: 07/02/2023

Nathan Agius, General Manager, Underwriting IfNSW & HBCF  
Signed on behalf of the insurer

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

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

---

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
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. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

45. 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**

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

# Disclosure Statement – Off the Plan Contracts

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

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>VENDOR</b>   | Ali Kazemi, Mohsen Asadniaie Fard Jahromi and Shohreh Azadi |
| <b>PROPERTY</b> | Lot 1, 49 Atkins Road, Ermington NSW 2115                   |

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

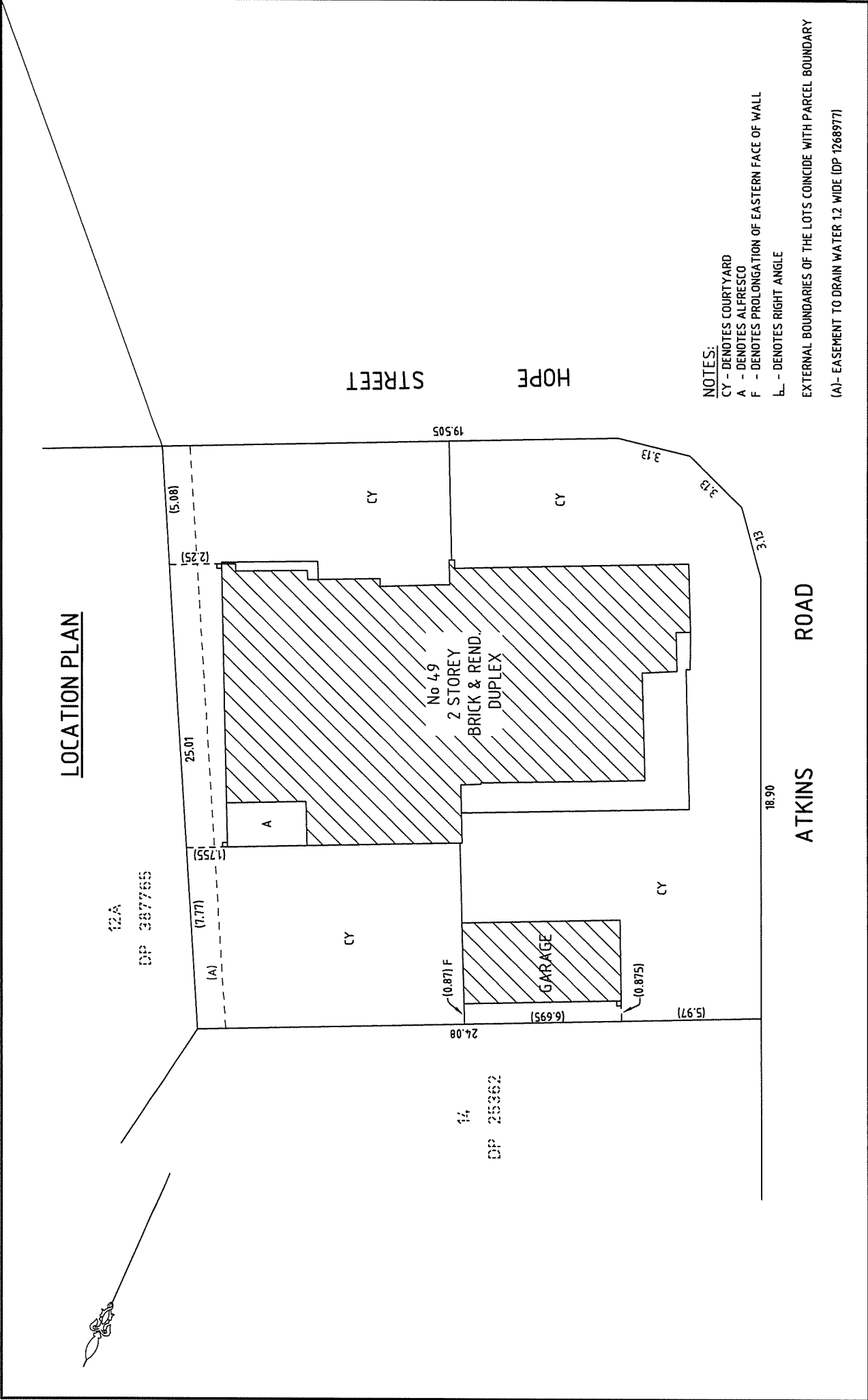
| DETAILS                                                                                                       |                                                                                                                                                                                                                                                                  |                                                            |                                                                     |                     |           |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------|---------------------|-----------|
| Completion                                                                                                    | The later of:<br>(a) 42 days after the contract date;<br>(b) 21 days after the date the vendor serves a copy of the registered strata plan on the purchaser; and<br>(c) 14 days after the vendor services a copy of the occupation certificate on the purchaser. | Refer to clause(s):                                        | Clause 46.                                                          |                     |           |
| Is there a sunset date?                                                                                       | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes                                                                                                                                                                                              | Can this date be extended?                                 | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | Refer to clause(s): | Clause 50 |
| Does the purchaser pay anything more if they do not complete on time?                                         | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes                                                                                                                                                                                              | Provide details, including relevant clause(s) of contract: | Clause 47                                                           |                     |           |
| Has development approval been obtained?                                                                       | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes                                                                                                                                                                                              | Development Approval No:                                   | DA/210/2018                                                         |                     |           |
| Has a principal certifying authority been appointed?                                                          | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes                                                                                                                                                                                              | Provide details:                                           | Click or tap here to enter text.                                    |                     |           |
| Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes                                                                                                                                                                                              | Provide details, including relevant clause(s) of contract: | Not applicable.                                                     |                     |           |

**ATTACHMENTS** (s66ZM(2) of the Conveyancing Act 1919)

**The following prescribed documents are included in this disclosure statement (*select all that apply*).**

- |                                                                                   |                                                                                          |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> draft plan                                    | <input type="checkbox"/> draft community/precinct/neighbourhood/<br>management statement |
| <input type="checkbox"/> s88B instrument proposed to be lodged with<br>draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/<br>development contract |
| <input type="checkbox"/> proposed schedule of finishes                            | <input type="checkbox"/> draft strata management statement                               |
| <input type="checkbox"/> draft strata by-laws                                     | <input type="checkbox"/> draft building management statement                             |
| <input type="checkbox"/> draft strata development contract                        |                                                                                          |

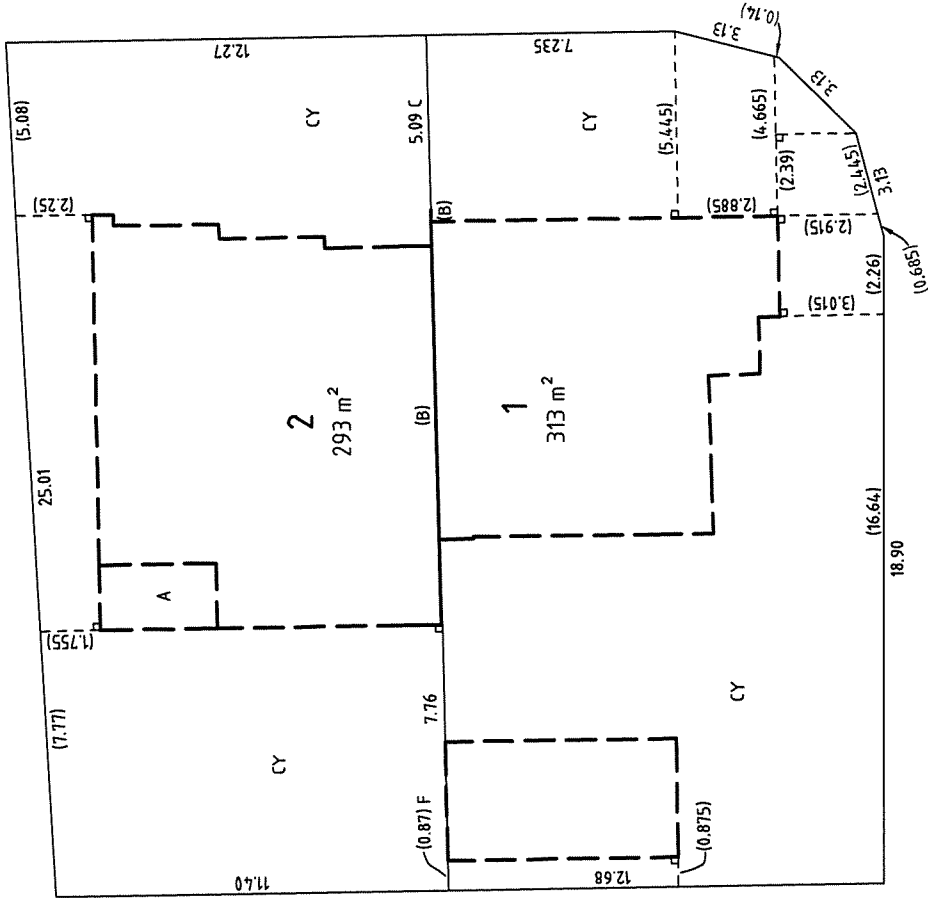
## **Annexure A – Draft Strata Plan**



NOTES:  
CY - DENOTES COURTYARD  
A - DENOTES ALFRESCO  
F - DENOTES PROLONGATION OF EASTERN FACE OF WALL  
L - DENOTES RIGHT ANGLE  
EXTERNAL BOUNDARIES OF THE LOTS COINCIDE WITH PARCEL BOUNDARY  
(A)- EASEMENT TO DRAIN WATER 1.2 WIDE (DP 1268977)

|                                                                                                                       |                                               |                                                                                                                                    |            |          |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| Surveyor: <b>Ziemowit Tomasz Wierchowski</b><br>Date: <b>28th October 2023</b><br>Surveyor's Ref: <b>230520 SP-01</b> | PLAN OF SUBDIVISION<br>OF LOT 1 IN DP 1290135 | L.G.A.: <b>CITY OF PARRAMATTA</b><br>Locality: <b>ERMINGTON</b><br>Subdivision No:<br>Lengths are in metres. Reduction Ratio 1:150 | Registered | SP DRAFT |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------|----------|

FLOOR PLAN



- NOTES:
- CY - DENOTES COURTYARD
  - A - DENOTES ALFRESCO
  - (B)- DENOTES COMMON WALL IS COMMON PROPERTY
  - C - DENOTES PROLONGATION OF CENTRELINE OF WALL
  - F - DENOTES PROLONGATION OF EASTERN FACE OF WALL
  - L - DENOTES RIGHT ANGLE

- NOTES:
- 1. AREAS SHOWN ARE FOR THE PURPOSE OF STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.
  - 2. THE STRATUM OF LOTS 1 & 2 IS LIMITED IN HEIGHT TO 12 METRES AND IN DEPTH TO 7 METRES FROM THE UPPER SURFACE OF IT'S RESPECTIVE UNITS' GROUND FLOOR LEVEL
  - 3. ANY STRUCTURE OF THE BUILDING OR OTHER STRUCTURE STANDING ON EACH LOT FORMS PART OF THAT LOT AND IS NOT COMMON PROPERTY EXCEPT COMMON WALL STANDING ON THE BOUNDARY BETWEEN LOT 1 & 2, WHICH IS COMMON PROPERTY.
  - 4. ANY UTILITIES LOCATED WITHIN THE LOT SERVING ANOTHER LOT ARE COMMON PROPERTY.
  - 5. COMMON SERVICE LINES ARE COMMON PROPERTY

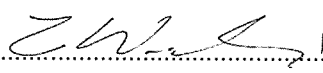
Surveyor: **Ziemowit Tomasz Wierchowski**  
Date: **28th October 2023**  
Surveyor's Ref: **230520 SP-01**

PLAN OF SUBDIVISION  
OF LOT 1 IN DP 1290135

L.G.A.: **CITY OF PARRAMATTA**  
Locality: **ERMINGTON**  
Subdivision No:  
Lengths are in metres. Reduction Ratio 1:150

Registered

SP DRAFT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--|
| SP FORM 3.01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STRATA PLAN ADMINISTRATION SHEET |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Sheet 1 of 3 sheet(s) |  |
| Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                  | Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |  |
| Registered: <b>DRAFT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |  |
| <b>PLAN OF SUBDIVISION OF LOT 1<br/>IN DP 1290135</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                  | LGA: <b>PARRAMATTA</b><br>Locality: <b>ERMINGTON</b><br>Parish: <b>FIELD OF MARS</b><br>County: <b>CUMBERLAND</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |  |
| This is <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |  |
| Address for Service of Documents<br><br>Provide an Australian postal address including a postcode                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                  | The by-laws adopted for the scheme are:<br>* Model by-laws for residential strata schemes together with:<br>Keeping of animals: Option <b>*A/*B</b><br>Smoke penetration: Option <b>*A/*B</b><br>(see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> )<br>* <del>The strata by-laws lodged with the plan.</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |  |
| <b>Surveyor's Certificate</b><br>I, Ziemowit Tomasz Wierzchowski .....,<br>of Ensure Consulting Pty Ltd .....,<br>being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.<br>* <del>The building encroaches on:</del><br>* <del>(a) a public place</del><br>* <del>(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</del><br>Signature:  .....<br>Date: 10 <sup>th</sup> November 2023 .....<br>Surveyor ID: 8651 .....<br>Surveyor's Reference: 230520 SP-01 .....<br>^ Insert the deposited plan number or dealing number of the instrument that created the easement |  |                                  | <b>Strata Certificate (Registered Certifier)</b><br>I .....being an Registered Certifier, registration number ....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .<br>*(a) This plan is part of a development scheme.<br>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.<br>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ ..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> .<br>Certificate Reference: .....<br>Relevant Planning Approval No.: .....<br>issued by: .....<br>Signature: .....<br>Date: .....<br>^ Insert lot numbers of proposed utility lots. |                       |  |
| * Strike through if inapplicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |  |

Office Use Only

Office Use Only

Registered: DRAFT

## VALUER'S CERTIFICATE

I, .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: .....

Class of membership: .....

Membership number: .....

certify that the unit entitlements shown in the schedule herewith were apportioned on ..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: ..... Date .....

\* Full name, valuer company name or company address

## SCHEDULE OF UNIT ENTITLEMENT

| Lot No | Unit Entitlement |
|--------|------------------|
| 1      |                  |
| 2      |                  |
| TOTAL  | 100              |

| SP FORM 3.08 (Annexure)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>STRATA PLAN ADMINISTRATION SHEET</b> | Sheet 3 of 3 sheet(s)  |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------|-------------|-------------|----------|----|--|--|--|-----------|---|--|--|--|-----------|---|--|--|--|-----------|--|--|
| Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         | Office Use Only        |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| Registered: <b>DRAFT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |                        |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>A schedule of street addresses</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul> |                                         |                        |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| <b>SCHEDULE OF ADDRESSES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |                        |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| <table border="1"><thead><tr><th>Lot</th><th>Number</th><th>Street Name</th><th>Street Type</th><th>Locality</th></tr></thead><tbody><tr><td>CP</td><td></td><td></td><td></td><td>Ermington</td></tr><tr><td>1</td><td></td><td></td><td></td><td>Ermington</td></tr><tr><td>2</td><td></td><td></td><td></td><td>Ermington</td></tr></tbody></table>                                                                                                                                            | Lot                                     | Number                 | Street Name | Street Type | Locality | CP |  |  |  | Ermington | 1 |  |  |  | Ermington | 2 |  |  |  | Ermington |  |  |
| Lot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Number                                  | Street Name            | Street Type | Locality    |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| CP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |                        |             | Ermington   |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         |                        |             | Ermington   |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         |                        |             | Ermington   |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| .....<br>Ali Kazemi                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | .....<br>Mohsen Asadniaeye Fard Jahromi | .....<br>Shohreh Azadi |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| .....<br>Westpac Banking Corporation                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                        |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |
| Surveyor's Reference: 230520 SP-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |                        |             |             |          |    |  |  |  |           |   |  |  |  |           |   |  |  |  |           |  |  |



## STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 3

### SCHEDULE 3 – Model by-laws for residential strata schemes

(Clause 37)

**Note :** These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

#### 1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

#### 2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation--

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must--

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

#### 3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation--

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

#### **4 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### **5 Keeping of animals**

**Note :** Select option A or B. If no option is selected, option A will apply.

##### **Option A**

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must--
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

##### **Option B**

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must--
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

#### **6 Noise**

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

## **7 Behaviour of owners, occupiers and invitees**

(1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier--

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

## **8 Children playing on common property**

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

## **9 Smoke penetration**

**Note :** Select option A or B. If no option is selected, option A will apply.

### **Option A**

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **Option B**

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except--

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

(3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **10 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## **11 Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **12 Appearance of lot**

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## **13 Cleaning windows and doors**

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **14 Hanging out of washing**

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law--

"**washing**" includes any clothing, towel, bedding or other article of a similar type.

## **15 Disposal of waste--bins for individual lots [applicable where individual lots have bins[#93]**

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must--

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law--

"**bin**" includes any receptacle for waste.

"**waste**" includes garbage and recyclable material.

## **16 Disposal of waste--shared bins [applicable where bins are shared by lots[#93]**

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must--

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law--

"**bin**" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

## **17 Change in use or occupation of lot to be notified**

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified--

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **18 Compliance with planning and other requirements**

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **Annexure B – Inclusions**

## 49 Atkins Rd, Ermington– List of inclusions

| #  | ITEM LOCATION           | ITEM DESCRIPTION                                                                                                                                                                                                                                                                                      | NUMBERS | NOTES |
|----|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------|
| 1  | ENTIRE HOUSE            | IP CCTV SYSTEM: 2 CAMERAS                                                                                                                                                                                                                                                                             | 1       |       |
| 2  | ENTIRE HOUSE            | BOTCH 3000, 2 SENSOR, 1 SECURITY PANEL AND ONE KEYPAD                                                                                                                                                                                                                                                 | 1       |       |
| 5  | ENTIRE HOUSE            | GOOGLE NEST SMART SYSTEM                                                                                                                                                                                                                                                                              | 1       |       |
| 6  | ENTIRE HOUSE            | AIRCON 14 KW SAMSUNG, 2 ZONE                                                                                                                                                                                                                                                                          | 1       |       |
| 9  | GF GARAGE               | MOTORISED GARAGE DOOR WITH DOORWORKS MOTOR                                                                                                                                                                                                                                                            | 1       |       |
| 10 | GF KITCHEN AND VOID     | CHANDELIER/PENDANT LIGHTS                                                                                                                                                                                                                                                                             | 2       |       |
| 22 | GF KITCHEN              | MIELE H 2267-1 BCLST OVEN                                                                                                                                                                                                                                                                             | 1       |       |
| 23 | GF KITCHEN              | MIELE M7244TC C/S MICROWAVE OVEN                                                                                                                                                                                                                                                                      | 1       |       |
|    | GF KITCHEN              | MIELE G5430SCI BRWS INTEGRATED DISHWASHER 45 CM                                                                                                                                                                                                                                                       | 1       |       |
| 24 | GF KITCHEN              | MIELE KM2334G S/STEEL GAS COOKTOPT                                                                                                                                                                                                                                                                    | 1       |       |
| 28 | GF LAUNDRY              | EUROMAID 90CM BLACK GLASS UNDERCUPBOARD                                                                                                                                                                                                                                                               | 1       |       |
| 31 | GF KITCHEN ISLAND       | ISLAND WITH MDF JOINERY, INTEGRATED BINS, INTEGRATED DISHWASHER WITH ENGINEERED STONE BENCHTOP, BEXLEY 760MM DOUBLE BOWL SINK GM, PENDANT, LUSTRO PULL-DOWN SINK MIXER MATTE BLACK                                                                                                                    | 1       |       |
| 32 | GF KITCHEN AND DINING   | <ul style="list-style-type: none"> <li>• MDF CABINET</li> <li>• PANTRY CABINET,</li> <li>• ENGINEERED STONE BENCHTOP AND SPLASHBACK,</li> </ul>                                                                                                                                                       | 1       |       |
| 33 | GF KITCHEN PANTRY       | WALK-IN PANTRY WITH MDF JOINERY                                                                                                                                                                                                                                                                       | 1       |       |
| 37 | GF POWDER ROOM (TOILET) | TILE FLOOR-TO-CEILING, MDF VANITY WITH ENGINEERED STONE AND BASIN, MIRROR (WITH LIGHTS), MARTEC LINEAR MINI 3-IN-1 BATHROOM HEATER WITH 3 HEAT LAMPS, EXHAUST FAN AND LED LIGHT, PARISI L'HOTEL RIMLESS WALL FACED TOILET, PARISI FRONT FLUSH CONCEALED CISTERN, CAROMA LUNA BASIN MIXER, MATTE BLACK |         |       |
| 38 | GF LAUNDRY              | MDF JOINERY, WALK-IN STORAGE, TISH MATTE BLACK PULL-OUT SINK MIXER, VENUS SOFT SQ 40LTR S/STL UNDERMOUNT SINK                                                                                                                                                                                         |         |       |
| 39 | GF FLOOR                | TILE INTERNAL, COMPOSITE TIMBER-LOOK DECK ALFRESCO                                                                                                                                                                                                                                                    |         |       |

## 49 Atkins Rd, Ermington– List of inclusions

|    |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |  |
|----|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 40 | FF FLOOR              | TILE IN BATHROOMS, CARPET IN BEDROOMS AND HALLWAY                                                                                                                                                                                                                                                                                                                                                                                | - |  |
| 41 | FF MASTER BED 1       | BALCONY WITH SLIDING DOOR                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |  |
| 43 | FF MASTER BED ENSUITE | ENSUITE FLOOR TO CEILING TILE, GLASS SHOWER PANEL, MDF VANITY WITH ENGINEERED STONE TOP + BASIN MARBEL, CEILING 3-IN-1 HEATER, EXHAUST FAN & LIGHT, MIRROR, CAROMA LUNA SHOWER SYSTEM, MATTE BLACK, PARISI L'HOTEL RIMLESS WALL FACED TOILET, PARISI FRONT FLUSH CONCEALED CISTERN, CAROMA LUNA BASIN MIXER, MATTE BLACK, CAROMA LUNA SHOWER MIXER, MATT BLACK                                                                   | 1 |  |
| 48 | LEVEL 1 BATH/TOILET   | FLOOR TO CEILING TILE, GLASS SHOWER PANEL, MDF VANITY WITH ENGINEERED STONE TOP + MARBEL BASIN CEILING 3-IN-1 HEATER, EXHAUST FAN & LIGHT, MIRROR, IMPRESSA THIN EDGE 1510MM F/S BATH, CAROMA LUNA SHOWER SYSTEM, MATT BLACK, PARISI L'HOTEL RIMLESS WALL FACED TOILET, PARISI FRONT FLUSH CONCEALED CISTERN, CAROMA LUNA BASIN MIXER, MATT BLACK, CAROMA LUNA SHOWER MIXER, MATT BLACK, CAROMA LUNA BASIN/BATH MIXER MATT BLACK |   |  |
| 51 | LANDSCAPE             | CONCRETE DRIVEWAY WITH PEBBLECRETE FINISH, STEPPING STONE AT THE NETRANCE, FRONT/BACK GARDENS/GRASS, CEILING FAN                                                                                                                                                                                                                                                                                                                 |   |  |