

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Castle Cove 18 Deepwater Road Castle Cove NSW 2069	Phone: 02 9496 2954 Email: CraigIreson@mcgrath.com.au Ref: Craig Ireson
co-agent		
vendor	ZEHUA LI	
vendor's solicitor	LI & PARTNERS LAWYERS PO Box 243 Ryde NSW 1680	Phone: 0416 766 887 Email: kelvinli@li-partners.com.au Fax: Ref: KL:20240883
date for completion	See clauses 15 and 33.1	(clause 15)
land (address, plan details and title reference)	168A Deepwater Road Castle Cove NSW 2069 Unregistered Plan: being Lot 2 in an unregistered deposited plan (copy attached). The deposited plan is a subdivision of Lot 349 in Deposited Plan 31068 (Folio: 349/31068)	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

ChoicesVendor 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 adjustableNO yes**GST:** Taxable supplyNO 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** NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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 Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

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Additional Provisions

33 INTERPRETATION AND DEFINITIONS

33.1 Definitions

In this contract these terms (in any form) mean:

authority any government, semi-government, statutory, public or other authority having jurisdiction over the development site, including council;

building the building to be constructed on the development site;

by law instrument not applicable;

common property not applicable;

consent authority means the relevant authority, Council or court having authority or jurisdiction over the development site and/or the property;

construction amendment includes:

- (a) changes to the location of areas designed to be used primarily for storage or accommodation of motor vehicles or goods and not for human occupation as a residence, shop, office or the like;
- (b) relocation of columns or other structural items;
- (c) changes to floor area or ceiling height;
- (d) changes due to requirements of the vendor or an authority to enable the proper construction of the building;
- (e) changes to the exterior of the building;
- (f) changes to the internal layout of the duplex forming part of the property;
- (g) changes to enable the provision of services to the building; and
- (h) changes required by legislation,

or any one or more of them;

Conveyancing Act the *Conveyancing Act 1919* (NSW);

Conveyancing Regulation the Conveyancing (Sale of Land) Regulation 2017 (NSW);

council means Willoughby City Council or its successor;

date for completion is the later of:

- (a) 15 business days after the vendor serves notice of registration of the deposited plan and a copy of the registered deposited plan and any other document that was registered with that plan;
- (b) 10 business days after the date the vendor serves a copy of an occupation certificate on the purchaser; and

(c) 20 business days after the contract date;

defects any defects or faults in the property due to faulty materials or workmanship as set out in the *Guide to Standards and Tolerances 2017* issued by the NSW Department of Fair Trading as amended or replaced from time to time (**Guide**), but excluding normal maintenance, normal wear and tear, minor shrinkage, minor settlement cracks and anything not considered a defect in the Guide;

defects period the period commencing on the date for completion and ending 3 months after the date of completion;

Development Act the *Strata Schemes Development Act 2015* (NSW) as amended from time to time;

development activities mean any works which are considered, in the absolute discretion of the vendor necessary to be carried out by the vendor to complete the construction works in the development site and outside of the development site including:

- (a) any form of demolition work, building work and work ancillary to or associated with building work or installation of infrastructure including services in the development site;
- (b) installation, augmentation, relocation, connection and temporary disconnection of services and shared facilities;
- (c) placing in the building anything in connection with (a) and (b) above including temporary signs, structures, building materials, fences, cranes, hoists, plant and other equipment;
- (d) any form of landscaping work or work ancillary to or associated with landscaping work on the development site;
- (e) carrying out the construction works on the development site in stages;
- (f) any form of work, which is considered necessary or desirable by the vendor;
- (g) making an application with an authority for approval (even if an approval in respect of the subject matter of that application has already been granted);
- (h) applying to, varying or appealing an approval;
- (i) dedicating those parts of the development site to be dedicated; and
- (j) engaging contractors and consultants to construct the building and install the services.

development consent means the Complying Development Certificate approved by the consent authority (reference no. CDC-144678) as amended or substituted from time to time;

development site means the land contained in Certificate of Title Folio Identifier 349/31068;

disclosure statement has the same meaning as in Division 10 and is the document titled "Disclosure Statement – Off the Plan Contracts" attached to this contract as required by section 66ZM of the Conveyancing Act;

Division 10 the Division 10 of Part 4 of the Conveyancing Act;

form of requisitions the Residential Property Requisitions on Title (copy attached) of the Law Society of New South Wales (2018 ed.);

HB Act means the *Home Building Act 1989* (NSW);

interest rate 12% per annum;

layout plan the internal layout plan for the property (copy attached) with or without changes permitted under this contract;

Management Act the *Strata Schemes Management Act 2015* (NSW) as amended from time to time;

material particular has the meaning given to that term in Division 10 and clause 19A of the Conveyancing Regulation;

normal expenses in relation to the owners corporation means normal operating expenses payable from the administrative fund of an owners corporation for a scheme of a similar kind including insurance and regular maintenance charges for landscaping and the like;

occupation certificate means an occupation certificate (as defined in Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW)) issued by a certifying authority for the commencement of occupation of the property (which, if the relevant development approval was obtained prior to 1 December 2019 may include an interim or final occupation certificate);

owners corporation not applicable;

parcel the land comprising the lots and common property the subject of the deposited plan;

personal information all personal information as defined in the *Privacy Act 1988* (Cth) relating to the purchaser including all personal information set out in this contract and otherwise collected by the vendor where before or after the contract date;

printed clauses the contract for the sale and purchase of land – 2022 Edition published by the Law Society of NSW and Real Estate Institute of NSW;

prohibited entity any person or entity which:

- (a) is a terrorist organization as defined in Part 5.3 of the *Criminal Code Act 1995* (Cth); or
- (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the Charter of the United Nations Act 1945 which list as at the contract date is available from the website of the Australian Department of Foreign Affairs and Trade or another person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other legislation and which is available in the public domain;

property includes any interest in common property for the strata scheme associated with the lot;

purchaser rights the right of the purchaser to rescind under Division 10 or make a claim for compensation under clause 6B of the Conveyancing Regulation;

registration registration by the Registrar General;

registrar the registrar of the tribunal;

Registrar General means the registrar general of the NSW Land Registry Services (or its successor);

related body corporate has the meaning given to that term in the *Corporations Act 2001* (Cth);

relevant date is, if at the contract date the deposited plan has:

- (a) not been registered, the date for completion; or
- (b) been registered, the contract date;

restricted matters:

- (a) the carrying out of the development activities;
- (b) the exercise of any of the vendor's rights;
- (c) anything required to effect the registration of the deposited plan, the deposited plan instrument, the by law instrument or other matter;
- (d) the carrying out of any of the vendor's obligations;
- (e) the subject matter of any intention of the vendor;
- (f) any other matter or thing required by the vendor to give effect to this contract, disclosed or referred to in this contract; and
- (g) the doing of any thing or the giving effect to a requirement of or the satisfaction of a condition imposed by an authority or council;

schedule of finishes is the document titled 'Schedule of Finishes' attached to this contract as required by section 66ZM of the Conveyancing Act and clause 4A(3) of the Conveyancing Regulations (copy attached) with or without changes permitted under this contract;

selling and leasing activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the building and includes the placement and maintenance on common property (but not the property) of:

- (a) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia;
- (b) stalls or associated facilities for the use of sales persons;
- (c) any event or function held on the development site (but not the property) or other property; and
- (d) the operation of a display suite,

in connection with the selling and leasing of lots in the deposited plan;

services water, sewer, electricity, gas, telephone, broadband internet, pay-tv, communication services and the like available for connection to the property;

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 not applicable;

strata plan instrument not applicable;

strata scheme not applicable;

strata titles legislation not applicable;

sunset date 12 months after the date of sale as may be extended in accordance with this contract;

Duplex means the subject property in the unregistered deposited plan as set out in the contract, and shall involve any common property;

tribunal the Tribunal defined in the Management Act; and

33.2 Interpretation

- (a) In this contract unless the contrary intention appears a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) any gender includes all other genders;
 - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
 - (iv) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns); and
 - (v) a body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority.
- (b) Despite clause 1 of this contract the terms defined in clause 1 are defined terms whether or not these terms are in italics.

33.3 Disclosure Statement

The purchaser acknowledges that the disclosure statement was attached to this contract before this contract was signed by or on behalf of the purchaser.

33.4 General

- (a) A reference to an Act includes any by law, ordinance, regulation or rule made under that Act.
- (b) If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- (c) If there is a conflict between these additional provisions and the printed provisions of this contract, these additional provisions prevail.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- (e) The word "includes" in any form is not a word of limitation.
- (f) Rights under this contract which can apply after completion continue to apply after completion.

- (g) The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.
- (h) The vendor may at any time assign or novate the vendor's interest in this contract without the consent of the purchaser, if the vendor is of the opinion, reasonably formed, that the assignee is capable of complying with the vendor's obligations under this contract.
- (i) The vendor may exercise all rights of the vendor under this contract whether express or implied including issuing a notice to complete or calling on a bank guarantee.
- (j) A reference to a body or authority means, if that body or authority has ceased to exist, the body or authority which serves substantially the same object as that body or authority.
- (k) For the purpose of **clause 20.6.5**:
 - (i) a document is taken to have been received on the date shown or recorded on the sending party's fax transmission report; and
 - (ii) **clause 33.4(k)(i)** does not apply if the sending party's fax transmission report indicates a faulty or incomplete transmission.
- (l) A reference to "day" is a reference to a calendar day unless specifically stated otherwise.

33.5 Communications by email

A communication is given if sent by email at the time the email is sent:

- (a) if sent before 5.00 pm in the place the email is sent;
- (b) to the vendor's solicitor's nominated email address (unless the sender receives a notification of delivery failure or similar automated message from the vendor's solicitor's nominated email address); and
- (c) to the purchaser's solicitor's nominated email address (unless the sender receives a notification of delivery failure or similar automated message from the purchaser's solicitor's nominated email address),

provided that if a communication is sent by email on a day which is a Saturday, Sunday or bank or public holiday in the place the email is sent, it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

33.6 After hours communications

Subject to **clause 33.5**, if a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

34 Variations to the printed clauses of this contract

The printed clauses of this contract are varied by:

- (a) reading any reference to “the deposit” to include “any amount paid in accordance with this contract”;
- (b) deleting the definition of “*settlement cheque*” and replacing it with the following:
“an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank that carried on business in Australia;” in clause 1;
- (c) substituting the definition of “*depositholder*” with “the party nominated as the depositholder on the front page of this contract (or if no party is nominated, the vendor’s *agent*);” in clause 1;
- (d) inserting the definition of *purchaser’s solicitor’s nominated email address* being “the *purchaser’s solicitor’s nominated email address* noted on the front page of this contract or otherwise *served* on the vendor’s *solicitor* in accordance with clause 20.6;” in clause 1;
- (e) inserting the definition of *vendor’s solicitor’s nominated email address* being “the *vendor’s solicitor’s nominated email address* noted on the front page of this contract or otherwise *served* on the purchaser’s *solicitor* in accordance with clause 20.6;” in clause 1;
- (f) substituting “The parties agree that the deposit is to be invested and that” in the place of “If a party tells the depositholder that the deposit is to be invested,” in clause 2.9;
- (g) substituting the word “parties” and inserting the words “vendor and purchaser” in clause 2.9;
- (h) inserting after the word “call” in clause 2.9 the words “or on a term deposit or deposits maturing on or before completion as selected by the vendor”;
- (i) inserting the following paragraph at the end of clause 2.9:
“The parties release the depositholder from any claim concerning the investment of the deposit under this clause.

The purchaser can notify the depositholder of the purchaser’s tax file number within 7 days after the date of this contract. If the purchaser does not provide the purchaser’s tax file number to the depositholder within 7 days from the contract date, the purchaser acknowledges that withholding tax may be deducted from any interest to which the purchaser is entitled.”
- (j) deleting clause 3;
- (k) substituting “no later than 5 business days after the date the vendor serves upon the purchaser notice of registration of the deposited plan” in place of “at least 14 days before the date for completion” in clause 4.1;

- (l) inserting the words “if the certificate of title is an eCT,” at the beginning of clause 4.1.2;
- (m) substituting “7 days” in place of “21 days” in clause 5.2.2;
- (n) substituting “1%” in place of “5%” in clause 7.1.1;
- (o) substituting “7 days” in place of “14 days” in clause 7.1.3;
- (p) substituting “1%” in place of “10%” in clause 7.2.1;
- (q) clause 7.2.6 is amended by inserting the words “(in respect of which time is of the essence)” after the words “3 months after completion”;
- (r) substituting “7 days” in place of “14 days” in clause 8.1.3;
- (s) deleting clause 12.3;
- (t) deleting clause 13;
- (u) deleting clause 14.4;
- (v) deleting clause 14.7;
- (w) adding after the word “serves”, the words “at least 7 days before the date for completion” in clause 16.6;
- (x) inserting after the word “party” in clause 20.4 the words “or guarantor”;
- (y) clause 20.6 is amended by:
 - (i) inserting a new clause 20.6.8 and the words “*served* by the vendor or the vendor’s *solicitor* if it is sent by email to the *purchaser’s solicitor’s nominated email address*, and *served* at the time the email was sent (unless the vendor or the vendor’s *solicitor* receives a notification of delivery failure or similar automated message from the *purchaser’s solicitor’s nominated email address*); and”; and
 - (ii) inserting a new clause 20.6.9 and the words “*served* by the purchaser or the purchaser’s *solicitor* if it is sent by email to the *vendor’s solicitor’s nominated email address*, and *served* at the time the email was sent (unless the purchaser or the purchaser’s *solicitor* receives a notification of delivery failure or similar automated message from the *vendor’s solicitor’s nominated email address*).”; and
 - (iii) clause 20.6.5 is amended by deleting the words “email or” and “in either case” where appearing;
 - (iv) clause 20.6.6 is amended by deleting the word “and” appearing after the word “person;”;
 - (v) clause 20.6.7 is amended by deleting “.” and inserting “;”;
- (z) deleting clauses 22 to 29 inclusive;
- (aa) deleting clause 30 and any references to it; and
- (bb) deleting clause 31 and any references to it including:
 - (i) the related definitions of clearance certificate, remittance amount, TA Act and variation in clause 1; and
 - (ii) the second bullet point in clause 16.7.1;
- (cc) deleting clause 32.

35 Registration of plans and documents

35.1 Completion Conditional

Completion of this contract is conditional on registration of the plans.

35.2 Registration of documents

The vendor must use all reasonable endeavours to have the plans registered by the sunset date.

35.3 Late registration of title documents

- (a) If the plans have not been registered by the sunset date then:
 - (i) subject to complying with the provisions of section 66ZS of the *Conveyancing Act 1919* (NSW), the vendor can rescind at any time after the sunset date but before completion by serving notice; and
 - (ii) the purchaser can rescind this contract by serving notice within 10 business days from the sunset date and this time is essential.
- (b) The vendor intends (but is not obliged) to register the instruments and the by law instrument with the plans.

35.4 Extending Sunset Date

- (a) The vendor can serve a notice or notices extending the sunset date at any time before the sunset date if:
 - (i) development (including construction) of the building; or
 - (ii) registration of the plans,is delayed in whole or in part because of any cause, matter or thing beyond the control of the vendor including but not limited to inclement weather, industrial conditions delays by any authority in granting approvals in relation to:
 - (iii) the development of the development site; and
 - (iv) services required by the vendor's financier,provided that the date specified in the notice by the vendor does not extend the original Sunset Date by more than 6 months.
- (b) A statement by the vendor that the vendor has served a notice under **clause 35.4(a)** is final and conclusive upon the parties for all purposes that the notice has been served.

36 Late completion

36.1 Completion

The vendor and the purchaser must complete this contract by 5:00pm on the date for completion.

36.2 Settlement bookings and Adjustments

- (a) The purchaser or its legal representative will serve a completion adjustment sheet and cheque directions when an appointment for completion has been made and if the purchaser requests a change to that appointment made, resulting in a new adjustment date and the

issuing of a new completion adjustment sheet and cheque directions, the purchaser must pay on demand an amount of \$300.00 (plus GST) for the legal costs incurred by the vendor in issuing a new completion adjustment sheet. The purchaser must pay the \$300.00 (plus GST) to the vendor's solicitor at completion through PEXA.

- (b) **Clause 36.2(a)** is an essential term of this contract and an amount of \$300.00 (plus GST) must be paid on and as a condition of completion.

36.3 Notice to complete

- (a) For the purpose of clause 15:
 - (i) 5:00pm on the day being not less than 10 business days after the date of service of a notice to complete is a reasonable period to allow for completion; and
 - (ii) without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.
- (b) If the vendor issues a notice to complete, the purchaser must pay on demand an amount of \$400.00 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the \$400.00 (plus GST) to the vendor's solicitor through PEXA at completion. This is an essential term of this contract and an amount of \$400.00 (plus GST) must be paid on and as a condition of completion.
- (c) 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 rates and taxes at the time the notice is served or at any time after.

36.4 Interest if completion does not take place

- (a) If completion does not take place in accordance with clause 15:
 - (i) the purchaser must pay interest on the unpaid balance of the price at the interest rate per annum calculated daily from and including the date for completion to but excluding the actual day of completion;
 - (ii) it is an essential provision of this contract that the interest must be paid on and as a condition of completion;
 - (iii) interest payable under this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract;
 - (iv) the right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract; and
 - (v) the vendor can by serving a notice at any time before completion elect to fix the date for completion as the adjustment date.
- (b) The purchaser need not pay interest under this **clause 36.4** for any period during which completion has been delayed by the vendor.

37 VENDOR'S DISCLOSURES

37.1 Subdivision documents

The vendor discloses that:

- (a) the vendor intends to register:
 - (i) the deposited plan to create the Torrens title
 - (ii) the plan instrument (if required); and
 - (iii) other necessary instrument; and
- (b) the vendor may reconfigure, subdivide or consolidate the deposited plan generally so as to:
 - (i) create additional lots;
 - (ii) consolidate additional car spaces and storage spaces with a lot;
 - (iii) create additional common property in the strata scheme; and
 - (iv) any combination of the above.

37.2 Further affectations

- (a) Some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created:
 - (i) on registration of the deposited plan may be created before or after the date of registration of either of those plans by another plan; and
 - (ii) under this contract may be created by registration of a deposited plan.
- (b) The provisions of **clauses 40** and **41** apply to that plan or deposited plan with all necessary changes.
- (c) The vendor discloses that easements, restrictions on use or positive covenants in addition to those created in the plans and the instruments may be required by a consent authority over common property.

37.3 Redundant easements

The vendor may at the vendor's absolute discretion elect to extinguish any easements, restriction on use or covenants shown on any certificate of title for any part of the development site in existence at the contract date which in the vendor's opinion are redundant or become redundant before the registration of the plans.

37.4 Consolidation of Lots

Not applicable

37.5 Changes to area

The vendor discloses that the vendor may make changes to the subject lot of the deposited plan, including a reduction in the area of the subject lot up to 5% from that shown in the deposited plan attached to the disclosure statement.

37.6 Sales & Leasing Activities

Not applicable

37.7 Environmental

- (a) The vendor may be required to procure remediation activities to be carried out on the development site to ensure the development site is suitable for the development site's intended use.
- (b) Any remediation activities carried out or procured by the vendor will be undertaken in accordance with all applicable legislative requirements including, if required, the provision of an environmental management plan.
- (c) If there is an ongoing environmental management plan required for the development site then the owners corporation will be responsible for implementation of the ongoing environmental management plan and the by-law instrument may be amended to reflect the obligations of the owners corporation.

37.8 Fill Material

The vendor discloses that, during construction, a layer of fill material covering the surface of the development site will be removed and disposed of in accordance with appropriate environmental management procedures.

37.9 Energy Provider

- (a) The vendor discloses that whilst not required by an energy provider as at the contract date:
 - (i) an energy provider may require that a new electrical substation or kiosk in respect of the development site (and potentially servicing the local area network) is established; and
 - (ii) the vendor may transfer or lease any part of the development site for the provision of a substation or kiosk or both. The location of which is within the vendor's absolute discretion subject to the requirements of the energy provider.
- (b) If an electricity substation is required to be constructed on the common property the rights of any energy provider in respect of an electricity substation on common property may be granted by registering:
 - (i) an easement or easements benefiting any energy provider; or
 - (ii) a lease or leases in favour of any energy provider, on terms required by the energy provider.

37.10 Sewer Diagrams

- (a) Attached to this contract is a copy of the sewer location diagram for the development site currently available from Sydney Water.
- (b) The vendor discloses that the location of the sewer shown on the diagram may change by registration of the deposited plan as the existing sewer mains may be diverted, altered, upgraded, relocated and connecting points may differ. If the existing sewer mains is diverted, altered, upgraded or relocated, it will be done in accordance with the requirements of Sydney Water or any other applicable authority.

- (c) The vendor has no obligation to obtain and provide to the purchaser an updated sewer location diagram before or on completion.

37.11 Not applicable

37.12 Address of Property

- (a) The vendor discloses that the address of the property at completion may be different from the address of the property shown in this contract and is subject to approval by council.
- (b) Duplex numbers and lot numbers may be different from the duplex and lot numbers shown in this contract.

37.13 Name of strata scheme

Not applicable.

37.14 Smoke Detectors

The property will be fitted with smoke detectors as required under the relevant provisions of the Building Code of Australia existing at the time of issue of the construction certificate for the building.

37.15 Not applicable

37.16 Not applicable

37.17 Not applicable

37.18 Not applicable

37.19 Not applicable

37.20 *Personal Property Securities Act 2009 (PPSA)*

The vendor discloses that on completion the vendor may be subject to charge(s) or notifications under the PPSA. The purchaser cannot require the vendor to take any action in relation to such charge or notification.

37.21 Not applicable

37.22 Layout plans

- (a) The vendor discloses and the purchaser acknowledges that:
 - (i) the layout plan was produced prior to completion of construction;
 - (ii) changes may be made during construction on dimensions and areas as shown on the layout plan;
 - (iii) fittings and specification are subject to change without notice;
 - (iv) any furniture or chattels or non fixed items shown on the layout plan are indicative and by way of illustration only and these items are not included in the property;
 - (v) the position of furniture and furnishings shown on the layout plan should not be taken to be indicative of final positions of power points, TV connections points and the like;

- (vi) all graphics shown on the layout plan including tile layout, balustrades and the like are indicative only;
 - (vii) bulkheads for services are not depicted on the layout plan;
 - (viii) the layout plan is at an unspecified scale and where dimensions are shown (if any) are indicative only on a frame to frame basis;
 - (ix) all area sizes (if shown) are approximate only and are subject to final survey; and
 - (x) the vendor makes no representation or warranty regarding the use of rooms shown on the layout plan and the purchaser must make and rely on its enquiries regarding the use of the rooms forming part of the property.
- (b) The vendor discloses that (subject to the purchaser rights) the vendor may change the layout plan:
- (i) to correct any error;
 - (ii) as a result of the requirement of any authority;
 - (iii) as required by the development consent or other authority approval;
 - (iv) arising from changes made during construction for any reason; or
 - (v) any of the above.
- (c) Subject to the provisions of this contract, the purchaser cannot make any claim or requisition or rescind or terminate or claim for compensation because of any matter stated in this **clause 37.22**.

37.23 Not applicable

37.24 Furniture and Chattels

The vendor discloses any furniture or chattels or non fixed items shown on the layout plan are by way of illustration only. These items are NOT included in the property.

37.25 Natural stone

- (a) The vendor discloses that where natural stone is included in the schedule of finishes:
- (i) the stone is a natural substance, and that different types of stone, as well as individual pieces of stone within any given type, may vary in texture, colour, thickness, density, durability or fitness for a particular use or purpose;
 - (ii) the stone may chip, stain, peel, flake, bleed, oxidize or otherwise deteriorate over time, and all of these attributes should be considered when choosing stone, especially in any exterior application subject to moisture;
 - (iii) exposure to weather or preservative measures used by the purchaser may affect the long-term performance and durability of stone; and
 - (iv) where stone is selected by the purchaser, the vendor makes no warranties, express or implied, regarding the fitness of stone selected by the purchaser for any purpose.
- (b) The purchaser acknowledges and accepts the risks inherent in the use, installation and maintenance of this natural substance and waives any and all claims which the purchaser may have against the vendor arising from the

chipping, staining, peeling, flaking, bleeding, oxidation, or other deterioration of this natural substance.

37.26 Timber floorboards

- (a) The vendor discloses that where timber floorboards are included in the schedule of finishes:
 - (i) the timber floorboards are produced from a natural substance, and that different types of timber may vary in texture, colour, thickness, density, durability or fitness for a particular use or purpose;
 - (ii) the timber floorboards may chip, stain, peel, flake, bleed, oxidize or otherwise deteriorate over time, especially in any exterior application subject to moisture; and
 - (iii) exposure to weather or preservative measures used by the purchaser may affect the long-term performance and durability of the timber floorboards.
- (b) The purchaser acknowledges and accepts the risks inherent in the use, installation and maintenance of this natural substance and waives any and all claims which the purchaser may have against the vendor arising from the chipping, staining, peeling, flaking, bleeding, oxidation, or other deterioration of this natural substance.

37.27 Landscaping

If the purchaser has inspected models or drawings of landscaping in and about the public and private landscaping areas the vendor discloses that the landscaping drawing or model are made available to the purchaser for inspection and are indicative only. The landscaping areas are subject to final design and procurement and may therefore be different from that shown in the landscaping drawing and model.

37.28 Not applicable

37.29 Not applicable

37.30 Not applicable

37.31 Not applicable

37.32 No claims

Subject to the purchaser rights, the purchaser cannot make any claim or requisition or rescind or terminate because of any matter disclosed or noted in this **clause 37**.

38 CONSTRUCTION

38.1 Construction

- (a) Subject to **clause 38.2(a)**, before completion the vendor must procure:
 - (i) construction of that part of the building of which the property forms a part;
 - (ii) that the internal layout of the property is generally as that depicted in the layout plan;
 - (iii) finishing of the property and that part of the building of which the property forms a part, as the case may be, generally as specified in the schedule of finishes; and

- (iv) installation in the property and that part of the building of which the property forms a part, as the case may be, of the items generally as specified in the schedule of finishes.
- (b) All works must be carried out in a proper and workmanlike manner.
- (c) A certificate from the vendor's architect stating that the vendor has fulfilled its obligations under **clause 38.1(a)** is conclusive evidence as between the vendor and the purchaser of that fact. The vendor is not under any obligation to serve a certificate and completion is not conditional upon the service of the certificate.

38.2 Alterations

- (a) The vendor can without being required to serve any notice, (unless the vendor is required to serve a notice under Division 10, in which case the vendor must serve that notice):
 - (i) alter any manner of finish in which the property and the building, as the case may be, is specified to be finished in the schedule of finishes to a manner of finish of at least equivalent quality;
 - (ii) alter any item to be installed in the property and the building, as the case may be, as specified in the schedule of finishes to another item of at least equivalent quality; and
 - (iii) make construction amendments:
 - (A) to meet, or as a consequence of meeting, the requirements of any authority;
 - (B) to substitute materials of at least equivalent quality if those materials are no longer available or difficult to obtain;
 - (C) as required for the proper construction and development of the building; or
 - (D) as desired by the vendor from time to time.
- (b) Subject to the purchaser's rights under **clause 38.2(c)**, the purchaser cannot make a claim or requisition or rescind or terminate in respect of any construction amendments made under **clause 38.2(a)(iii)**.
- (c) If there are any construction amendments other than as set out in **clauses 38.2(a)(iii)(A)** and **38.2(a)(iii)(B)** which substantially detrimentally affect the townhouse forming part of the property and the vendor:
 - (i) serves a notice under **clause 38.3** the purchaser can rescind but only (despite clause 19.1.1) within 14 days of service of that notice and this time is essential; or
 - (ii) does not serve a notice under **clause 38.3** the purchaser can rescind but only (despite clause 19.1.1) within 14 days of the vendor serving a copy of the occupation certificate and this time is essential.

38.3 Notice of Construction Amendments

The vendor can, but is not obliged, at any time serve a notice advising of construction amendments which in the opinion of the vendor substantially detrimentally affect the townhouse forming part of the property, other than as set out in **clauses 38.2(a)(iii)(A)** and **38.2(a)(iii)(B)**.

38.4 Disagreement

If any disagreement arises in connection with **clauses 38.2(a)(i) or 38.2(a)(ii)**:

- (a) the purchaser cannot make a claim or requisition or rescind or terminate this contract;
- (b) within 3 months from the date for completion, either party may refer the disagreement to a single expert nominated by the Resolution Institute;
- (c) the expert's decision will be conclusive and binding on the parties; and
- (d) 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 party or parties who the expert determines is or are to bear the costs.

38.5 Not applicable

39 DEFECTS WARRANTY

- (a) Subject to **clauses 39(b), 39(d) and 39(e)**, the vendor must, within a reasonable time after the expiration of the defects period, repair in a proper and workmanlike manner any defects of which the purchaser serves notice under **clause 39(c)**.
- (b) The purchaser must give the vendor reasonable access to the property to remedy the defects.
- (c) Other than a notice served under **clause 39(d)**, the purchaser may only serve ~~one~~ two notices of any defects before the expiration of the defects period.
- (d) Before completion the purchaser cannot serve a notice of any defects unless the defects make the property uninhabitable in which event the vendor must repair those defects before completion.
- (e) The occupation certificate is conclusive evidence that there are no defects which make the property uninhabitable.
- (f) The purchaser acknowledges and accepts that:
 - (i) some of the materials used in the property (particularly in finishes and fittings) may comprise natural products (such as stone, timber, bamboo, wool and the like);
 - (ii) these materials may exhibit variations:
 - (A) from any sample exhibited; and
 - (B) between different areas of the finished product, in shade, colour, texture, surface finish, markings, or the like and may contain natural fissures, occlusions, lines, indentations or the like;
 - (iii) these materials may expand, contract or distort over time as a result of exposure to heat, cold, weather or the like;
 - (iv) these materials may mark or stain if exposed to certain substances by the purchaser;
 - (v) these materials may be damaged or disfigured by impact or scratching or other mechanical means;
 - (vi) if plush (cut) pile carpet is installed in the property a phenomenon known as "Permanent Pile Reversal Shading" (also known as "water marking") may randomly appear in the carpet due to reversal of the pile direction; and

- (vii) the matters referred to in this **clause 39(f)** are not defects and the purchaser cannot make a claim or requisition or rescind or terminate as a result of the existence or occurrence of any of the matters set out in this **clause 39(f)**.
- (g) If any disagreement arises in connection with this clause:
 - (i) the purchaser cannot make a claim or requisition or rescind or terminate this contract;
 - (ii) the purchaser or the vendor may refer the disagreement to a single expert nominated by the Resolution Institute;
 - (iii) the expert's decision will be conclusive and binding on the parties; and
 - (iv) 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 party or parties whom the expert determines is or are to bear the costs.
- (h) This **clause 39** does not merge on completion.

40 CHANGES TO PLANS

- (a) Before registration, the vendor can make changes to the plans which the vendor considers necessary or desirable including (but not limited to):
 - (i) the total number of lots;
 - (ii) the numbering of lots;
 - (iii) the dimensions or areas of lots including an increase or a reduction in the area of the subject lot up to 5% and the purchaser agrees that the purchaser would not be materially prejudiced by a reduction in the area of the subject lot up to 5%; and
 - (iv) the location of easements,
from those shown on the plans; and
 - (v) in respect of any matters disclosed or noted in **clause 37**.
- (b) The vendor may reconfigure, subdivide or consolidate the lots and common property within the plan or amend the plan generally so as to:
 - (i) reduce the number of lots;
 - (ii) create additional lots;
 - (iii) create additional schemes;
 - (iv) create additional common property in the scheme or any additional plan;
and
 - (v) any combination of the above.
- (c) Not applicable.
- (d) Not applicable.
- (e) Subject to the purchaser's rights under **clause 40(h)**, the purchaser cannot make a claim or requisition or rescind or terminate in respect of any matter disclosed or referred to in this **clause 40**.

- (f) The vendor can at any time serve a notice (and where applicable within the time frame set out in Division 10) advising of any changes listed in **clauses 40(a)** and **40(b)** after the vendor becomes aware that the disclosure statement:
 - (i) was inaccurate in relation to a material particular at the time the contract was signed; or
 - (ii) has become inaccurate in relation to a material particular after the contract was signed.
- (g) If there is a difference in the area forming part of the property if shown on the layout plan and as shown on the deposited plan, the deposited plan prevails.
- (h) The provisions of this **clause 40** do not affect the rights of the purchaser to make a claim for compensation under the Conveyancing Regulation or to rescind under Division 10 nor the obligation of the vendor to serve a notice of change under Division 10 and are to be read subject to the provisions of the Conveyancing Regulation and Division 10 as applicable.
- (i) If the purchaser does not exercise any purchaser rights within the requisite timeframe under the Conveyancing Act and Conveyancing Regulations then:
 - (i) the disclosure statement is taken to be amended to include the information notified in the notice the subject of **clause 40(f)**; and
 - (ii) the purchaser unconditionally and irrevocably releases the vendor from all claims the purchaser has or may have against the vendor arising out of or in connection with the matters referred to in this **clause 40**.

41 CHANGES TO DOCUMENTS

41.1 Vendor may make changes

- (a) The vendor may:
 - (i) make changes to the instruments; or
 - (ii) create further easements, covenants and restrictions as to user in addition to those set out in the plans and the instruments or in this contract;
 - (iii) create substation or kiosk leases or both in addition to or in substitution to those disclosed or noted in this contract;
 - (iv) without limiting this clause, change the location of easements as set out in the deposited plan or in this contract; and
 - (v) create further by laws in addition to or in replacement of those by laws set out in the by law instrument including additional exclusive use areas or changes in location of those areas,
which the vendor considers necessary or desirable including as a result of matters contained in **clause 37**.
- (b) Subject to the purchaser's rights under **clauses 41.2** and **41.3**, the purchaser cannot make a claim or requisition or rescind or terminate in respect of any:
 - (i) changes to the documents listed in **clause 41.1(a)(i)**;
 - (ii) further easements, covenants and restrictions as to user created in addition to those set out in the plans and the instruments or in this contract;
 - (iii) substation or kiosk leases created in addition to those disclosed or noted in this contract;

- (iv) change in the location of easements as set out in the plans, instruments or in this contract; and
 - (v) further by laws created in addition to or in replacement of those by laws set out in the by law instrument including additional exclusive use areas or changes in location of those areas.
- (c) The vendor can (but, subject to Division 10, is not obliged to) at any time serve a notice (and where applicable within the time frame set out in Division 10) advising of any:
- (i) changes to any of the documents listed in **clause 41.1(a)(i)**;
 - (ii) further easements, covenants and restrictions as to user created in addition to those set out in the plans, instruments and by-law instrument or in this contract;
 - (iii) further by-laws in addition to or in replacement of those by-laws set out in the by-law instrument;
 - (iv) substation or kiosk leases created in addition to those disclosed or noted in this contract;
 - (v) change in the location of easements as set out in the plans, instruments or in this contract; or
 - (vi) further by laws created in addition to or in replacement of those by laws set out in the by law instrument including additional exclusive use areas or changes in location of those areas.

41.2 Documents attached to the Disclosure Statement

- (a) This **clause 41.2** applies only to documents that are attached to, or by virtue of clause 4A(4) of the Conveyancing Regulation are taken to be attached to, the disclosure statement.
- (b) The contractor can at any time serve a notice (and where applicable within the time frame set out in Division 10) advising of any changes to the documents attached to the disclosure statement (including the changes contemplated by **clause 41.1(a)**) after the vendor or contractor become aware that the disclosure statement:
 - (i) was inaccurate in relation to a material particular at the time this contract was signed; or
 - (ii) has become inaccurate in relation to a material particular after the contract was signed.
- (c) The provisions of this **clause 41.2** do not affect the rights of the purchaser to make a claim under the Conveyancing Regulation or to rescind under Division 10 nor the obligation of the vendor to serve a notice of change under Division 10 and are to be read subject to the provisions of the Conveyancing Regulation and Division 10 as applicable.
- (d) If the purchaser does not exercise any purchaser rights within the requisite timeframe under the Conveyancing Act and Conveyancing Regulations then:
 - (i) the disclosure statement is taken to be amended to include the information notified in the notice the subject of **clause 41.1(c)**; and
 - (ii) the purchaser unconditionally and irrevocably releases the vendor from all claims the purchaser has or may have against the vendor arising out of or in connection with the matters referred to in this **clause 41.2**.

41.3 Documents not attached to the Disclosure Statement

- (a) This **clause 41.3** applies only to documents attached to this contract that are not the subject of **clause 41.2** above.
- (b) Subject to **clause 41.3(c)** if there is any change to the matters or items specified in **clauses 41.1(c)(i) to 41.1(c)(vi)** which substantially detrimentally affect the forming part of the property and the vendor:
 - (i) serves a notice under **clause 41.1(c)**, the purchaser can rescind but only (despite clause 19.1.1) within 10 days of service of that notice and this time is essential; or
 - (ii) does not serve notice under **clause 41.1(c)**, the purchaser can rescind but only (despite clause 19.1.1) within 10 days of the vendor serving notice of registration of the deposited plan upon the purchaser and this time is essential.
- (c) The right of rescission conferred by **clause 41.3(b)** cannot be exercised in relation to:
 - (i) a change to the matters or items specified in **clauses 41.1(c)(i) to 41.1(c)(vi)** resulting from a construction amendment of which notice under **clause 41.1(c)** was served upon the purchaser; and
 - (ii) any amendments arising from those matters disclosed or noted in **clause 37**.

42 Not applicable

43 Not applicable

44 RESTRICTED MATTERS

- (a) The purchaser must:
 - (i) not lodge an application with the registrar or the tribunal or commence proceedings in any court of competent jurisdiction or institute any dispute resolution procedure which would prevent, curtail or inhibit the restricted matters;
 - (ii) not lodge caveat on the property prior to registration of the Subdivision Plan.
 - (iii) not request or procure any person including any mortgagee to lodge an application with the registrar or the tribunal or commence proceedings in any court of competent jurisdiction which would prevent, curtail or inhibit the restricted matters of which prior notice is given by the vendor;
 - (iv) procure any transferee of the property to acknowledge the matters disclosed or noted in this contract including this clause and to enter into an agreement with the vendor in the form of this clause; and
 - (v) do all things reasonably required by the vendor and a contractor to give effect to the restricted matters.
- (b) This **clause 44** ceases to apply three years after the date of registration of the deposited plan.

45 ACKNOWLEDGMENTS BY THE PURCHASER

45.1 Entire Agreement

This contract contains the entire agreement between the vendor and purchaser at the contract date despite any:

- (a) negotiations or discussions held;
- (b) documents signed or brochures produced or other marketing material produced;
- (c) website images made available; or
- (d) display suite available for inspection, before the contract date.

45.2 Reliance

In entering into this contract, the purchaser has not relied on any warranty or representation made by or any other conduct of:

- (a) the vendor; or
- (b) any person on behalf of the vendor,

except those expressly provided in this contract (including **clause 37**) or in legislation.

45.3 Own Enquiries

The purchaser is relying entirely upon the purchaser's own enquiries relating to:

- (a) the fitness or suitability for any particular purpose of the property;
- (b) the purchaser's obligations and rights under this contract;
- (c) any financial return, income and investment advice despite:
 - (i) any forecasts or feasibilities; and
 - (ii) information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever, provided to the purchaser by or on behalf of the vendor; and
- (d) the purchaser's inspection of the property.

45.4 Acceptance by Purchaser

Subject to **clause 39** and the purchaser rights, the purchaser:

- (a) accepts the property in the property's state of repair and condition at the relevant date and subject to all latent and patent defects; and
- (b) cannot make a claim or requisition or rescind or terminate in respect of:
 - (i) the state of repair or condition of the property at the relevant date; or
 - (ii) any latent or patent defects; or
 - (iii) any other matter referred to in this **clause 45**.

46 CAPACITY

Without affecting any other right of the vendor, if any purchaser:

- (a) being an individual:

- (i) dies; or
 - (ii) becomes incapable because of unsoundness of mind to manage the purchaser's own affairs,
- the vendor can rescind; or
- (b) being a company:
 - (i) resolves to go into liquidation;
 - (ii) has a petition for its winding up presented and not withdrawn within thirty (30) days or presentation;
 - (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation; or
 - (iv) has a liquidator or provisional liquidator of it appointed,
- the purchaser will have failed to comply with an essential provision of this contract and the vendor can terminate.

47 AGENT

- (a) The purchaser warrants that the purchaser was not introduced to the vendor or to the property by or through the medium of:
 - (i) a real estate agent;
 - (ii) an employee of a real estate agent; or
 - (iii) a person having a connection with a real estate agent, other than the vendor's agent (if any).
- (b) The purchaser must at all times indemnify the vendor from and against:
 - (i) any claim for commission made by any person other than the vendor's agent arising out of a breach of the warranty in **clause 47(a)**; and
 - (ii) all actions, proceedings and expenses arising out of any such claim.

48 LODGEMENT BY PURCHASER OF CAVEAT OR PRIORITY NOTICE

The purchaser must not lodge a caveat or priority notice for notation on any certificate of title comprising any part of the development site before registration of the deposited plan.

49 EXISTING ENCUMBRANCES

- (a) If at completion there is noted on any certificate of title for the property a mortgage or caveat (other than a caveat to which **clause 49(b)** applies) the purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property together with the relevant registration fees for registration of the discharge of mortgage or withdrawal of caveat at the NSW Land Registry Services.

- (b) If at completion there is noted on any certificate of title for the property a caveat lodged by or on behalf of:
 - (i) the purchaser;
 - (ii) any assignee of the purchaser's interest under this contract; or
 - (iii) any person claiming through or under the purchaser,the purchaser must complete despite the notation of that caveat.

50 REQUISITIONS

For the purpose of clause 5.1 the requisitions or general questions about the property or the title:

- (a) must be in the form of the attached requisitions; and
- (b) are taken to have been served by the purchaser on the contract date.

51 WATER RATES

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

- (a) no regard is to be had to the actual assessment when it issues;
- (b) the purchaser agrees to accept ~~\$300.00~~ \$200.00 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
- (c) the vendor must pay any assessment of water and sewerage rates which may be issued for the property or the parcel for the quarter current at completion when such assessment is issued.

52 COUNCIL RATES

If at completion no separate assessment for council rates for the property or for the parcel for the year current at completion has been issued then:

- (a) no regard is to be had to the actual assessment when it issues;
- (b) the purchaser agrees to accept \$2,000 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
- (c) the vendor must pay any assessment of council rates which may be issued for the property or the parcel for the year current at completion when such assessment is issued.
- (d) This clause does not merger at completion.

53 LAND TAX

- (a) Notwithstanding any other provision of this contract and subject to Clause 53 (b) below, the parties agree that the land tax is adjustable at settlement.
- (b) In the event that the settlement is delayed to take place in the subsequent year after the date of the contract, for any reason whatsoever on the part of the purchaser, the purchaser shall be fully responsible for the land tax of that year.

54 GUARANTEE

- (c) In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor:
 - (i) guarantees to the vendor:
 - (A) payment of all moneys payable by the purchaser; and
 - (B) the performance by the purchaser of all other obligations, under this contract; and
 - (ii) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- (d) This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.
- (e) The liabilities of a guarantor are not affected by:
 - (i) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
 - (ii) the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;
 - (iii) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
 - (iv) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
 - (v) the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.
- (f) This guarantee and indemnity will continue notwithstanding:
 - (i) the vendor has exercised any of the vendor's rights under this contract including any right of termination;
 - (ii) the purchaser is wound up; or
 - (iii) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- (g) This guarantee and indemnity:

- (i) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
 - (ii) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - (iii) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.
- (h) If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
- (i) that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
 - (ii) the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- (i) The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- (j) It is an essential term of this contract that the guarantor signs this contract.

55 Not applicable

56 PRIVACY ACT

56.1 Consent to collection of information

The purchaser consents to:

- (a) the collection of personal information;
- (b) the use and disclosure by the vendor of personal information for the purposes set out in the vendor's privacy policy, as amended from time to time (**Privacy Policy**), including enabling the vendor to comply with its obligations under, associated with and arising in connection with this contract, including any obligations to any third parties, such as the vendor's financier(s);
- (c) the disclosure to, and use by, third party vendors and service providers (**Recipients**) engaged by the vendor of the personal information for the purposes of:
 - (i) enabling the vendor to comply with and fulfil its obligations under or arising under or in connection with this contract; and
 - (ii) procuring the provision to the purchaser of products and services contemplated by this contract;
- (d) the use and disclosure by the vendor of personal information to its consultants for the purpose of:
 - (i) enabling the vendor to enforce its rights under this contract;
 - (ii) the purchase, development and sale of land;

- (iii) the proposed sale of an interest in the vendor's business including the sale of the building and other land or buildings in the development site;
 - (iv) raising finance;
 - (v) internal reporting;
 - (vi) reporting to any related body corporate, financier or adviser of the vendor; and
 - (vii) carrying out marketing activities and market research relating to the business of the vendor (including direct marketing),
- in accordance with the Privacy Policy and any privacy statement provided by the vendor.

56.2 Purchaser privacy acknowledgment

The purchaser acknowledges that:

- (a) the personal information is held by the vendor subject to the requirements of the *Privacy Act 1988* and accordingly the purchaser may request access to personal information at any time;
- (b) the purchaser may request that personal information be corrected and should do so by contacting the privacy officer of the vendor;
- (c) the Privacy Policy does not form part of this contract or create any legal rights and it may be amended at any time by the vendor or any of its related bodies corporate at its absolute discretion; and
- (d) any non-compliance with the Privacy Policy by the vendor, its agents or any recipient does not amount to a breach of any express or implied terms or a misrepresentation.

57 TRUSTEE PROVISIONS

If the purchaser enters into this contract as trustee of any trust (**Trust**) (and whether or not the vendor has notice of the Trust) the purchaser:

- (a) acknowledges that the purchaser is bound under this contract both personally and in the purchaser's capacity as trustee of the Trust;
- (b) warrants to the vendor that:
 - (i) the Trust is validly created and is in existence;
 - (ii) the purchaser will disclose fully to the vendor the terms of the Trust on request;
 - (iii) the purchaser possesses unqualified power under the trust to enter into this contract;
 - (iv) any consent, approval or resolution necessary to enable the purchaser to enter and discharge the purchaser's obligations under this contract has been obtained or passed; and
 - (v) the purchaser holds the purchaser's interest under this contract:
 - (A) in the proper exercise of the purchaser's powers under the Trust; and
 - (B) for the benefit of the beneficiaries or objects of the Trust; and

- (c) must ensure that between the contract date and the final discharge of the purchaser's obligations under this contract there does not occur without the vendor's consent (that consent not to be unreasonably withheld) any of the following events:
- (i) amendment or revocation of the Trust;
 - (ii) removal or retirement of the trustee;
 - (iii) appointment of a new or additional trustee of the Trust;
 - (iv) use of the Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Trust;
 - (v) distribution, resettlement or transfer of the Trust assets;
 - (vi) anything that might result in the trustee's entitlement to its indemnity from the Trust assets or the beneficiaries being diminished;
 - (vii) acceleration of the vesting date or termination of the Trust; or
 - (viii) the purchaser as trustee:
 - (A) incurring a debt;
 - (B) lending money;
 - (C) giving a guarantee or indemnity;
 - (D) encumbering a Trust asset;
 - (E) mixing Trust assets;
 - (F) comprising a claim in relation to any Trust asset;
 - (G) parting with possession of a Trust asset;
 - (H) delegating any of the purchaser's trustee's powers; or
 - (I) increasing the purchaser's trustee remuneration,other than in the proper exercise of the purchaser's duties under the Trust.

58 Not applicable

59 Not applicable

60 Not applicable

61 Not applicable

62 Not applicable

63 PRE-SETTLEMENT INSPECTION

- (a) Subject to **clause 63(b)** the purchaser may inspect the property no more than two times at any reasonable time determined by the vendor before the date for completion by making an appointment with the vendor.

- (b) The purchaser acknowledges that:
 - (i) the building contains or will contain more than one lot;
 - (ii) some or all of the lots may be sold with completion of those sales to take place at or about the same time as the date for completion under this contract; and
 - (iii) the vendor reserves the right (acting reasonably) to:
 - (A) set the time and date of the purchaser's inspection appointment;
 - (B) limit the time spent during an inspection appointment;
 - (C) limit the number of persons attending an inspections appointment; and
 - (D) limit the purchaser's inspection opportunity to a single inspection appointment.
- (c) If the purchaser wishes to have the property inspected by any consultant, including a valuer on behalf of a financier, the purchaser must arrange for those consultants to attend the inspection appointment.

64 ELECTRONIC TRANSACTION

64.1 Application of clause 64

If the Registrar General requires a document contemplated by this contract to be lodged electronically, including the transfer, the parties agree that this contract is an electronic transaction and the provisions of this **clause 64** apply.

64.2 Definitions

In this **clause 64**:

- (a) **Adjustment Figures** means details of the adjustments to be made to the price under clause 14;
- (b) **Certificate of Title** means the paper duplicate of the folio of register for the property which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- (c) **Completion Time** means the time stated in the definition of "date for completion" (if any) and if no time is stated, 2.00 pm on the date for completion;
- (d) **Conveyancing Transaction** has the meaning given to that term in the Participation Rules;
- (e) **Digitally Signed** has the meaning given to that term in the Participation Rules;
- (f) **Discharging Mortgagee** means any discharging mortgagee, chargee, covenant chargee, or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser;
- (g) **ECNL** means the *Electronic Conveyancing National Law* (NSW);
- (h) **Electronic Document** means a dealing as defined in the *Real Property Act 1900* which may be created and Digitally Signed in an Electronic Workspace;
- (i) **Electronic Transaction** means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

- (j) **Electronic Transfer** means a transfer of land under the *Real Property Act 1900* for the property to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;
- (k) **Electronic Workspace** has the meaning given to that term in the Participation Rules;
- (l) **ELN** has the meaning given to that term in the Participation Rules;
- (m) **ELNO** has the meaning given to that term in the Participation Rules;
- (n) **Incoming Mortgagee** means any mortgagee who is to provide finance to the purchaser on the security of the property and to enable the purchaser to pay the whole or part of the price;
- (o) **Land Registry** has the meaning given to that term in the Participation Rules;
- (p) **Lodgement Case** has the meaning given to that term in the Participation Rules;
- (q) **Mortgagee Details** means the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the property as at completion; **Participation Rules** means the participation rules as determined by the ECNL;
- (r) **Payment Directions** means written directions as to how the price is to be paid;
- (s) **Populate** means to complete data fields In the Electronic Workspace;
- (t) **Prescribed Requirement** has the meaning given to that term in the Participation Rules;
- (u) **Subscribers** has the meaning given to that term in the Participation Rules; and
- (v) **Title Data** means the details of the title to the property made available to the Electronic Workspace by the Land Registry.

64.3 Electronic Transaction

- (a) The transaction the subject of this contract is to be conducted as an Electronic Transaction.
- (b) To the extent, but only to the extent, that any other provision of this contract is inconsistent with this **clause 64**, the provisions of this **clause 64** prevail.
- (c) The purchaser must ensure that the purchaser's solicitor is a Subscriber.
- (d) The parties must conduct the Electronic Transaction in accordance with the Participation Rules and the ECNL.
- (e) A party must pay the fees and charges payable by that party to the ELNO and the Land Registry as a result of this transaction being an Electronic Transaction.

64.4 Communications

Despite any other provision of this contract:

- (a) the service of notices and any communications (other than the giving or serving of Electronic Documents, Adjustment Figures, Payment Directions or other communications required to be given by this **clause 64**) in respect of the Electronic Transaction must not occur through the Electronic Workspace; and
- (b) a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.

64.5 Establishment of Electronic Workspace by vendor

- (a) If the property comprises a lot or lots in a registered plan, the vendor must, within 10 business days of the contract date:
 - (i) create an Electronic Workspace;
 - (ii) Populate the Electronic Workspace with Title Data, the date for completion, the Completion Time and, if applicable, Mortgagee Details;
 - (iii) invite the purchaser and any Discharging Mortgagee to the Electronic Workspace; and
 - (iv) procure that any Discharging Mortgagee join the Electronic Workspace.
- (b) If the property comprises a lot or lots in an unregistered plan of subdivision, the vendor must, within 10 business days of registration of the plan of subdivision creating the lots:
 - (i) create an Electronic Workspace;
 - (ii) Populate the Electronic Workspace with Title Data, the date for completion, the Completion Time and, if applicable, Mortgagee Details;
 - (iii) invite the purchaser and any Discharging Mortgagee to the Electronic Workspace; and
 - (iv) procure that any Discharging Mortgagee join the Electronic Workspace.

64.6 Response to vendor

Within 2 business days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must:

- (a) join the Electronic Workspace;
- (b) create and Populate an Electronic Transfer;
- (c) invite any Incoming Mortgagee to join the Electronic Workspace; and
- (d) procure that any Incoming Mortgagee join the Electronic Workspace.

64.7 Financial settlement

To complete the financial settlement schedule in the *Electronic Workspace*:

- (a) the purchaser must provide the vendor with Adjustment Figures at least 2 business days before the date for completion; and
- (b) the vendor must:
 - (i) confirm the Adjustment Figures; and
 - (ii) Populate the Electronic Workspace with payment details,

at least 2 business days before the date for completion.

64.8 Signing of Electronic Documents

At least 1 business day before the date for completion, the parties must ensure that:

- (a) all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- (b) all certifications required by the ECNL are properly given; and
- (c) they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to completion.

64.9 Changes to Electronic Documents

- (a) If, after the vendor has:
- (i) confirmed the Adjustment Figures in accordance with **clause 64.7(b)(i)**; or
 - (ii) complied with the vendor's obligations under **clause 64.8**,
- and the purchaser:
- (iii) requests an amendment to the Adjustment Figures;
 - (iv) requests a change to an Electronic Document which has been Digitally Signed; or
 - (v) requests an extension of the Completion Time or the date for completion,
- the purchaser must pay on demand an amount of \$250.00 (plus GST) for the legal costs incurred by the vendor in issuing new Adjustment Figures or Digitally Signing the Electronic Documents (or both), payable to the vendor's solicitor on completion.
- (b) **Clause 64.9(a)** is an essential term of this contract and an amount of \$250.00 (plus GST) must be paid on and as a condition of completion.

64.10 Completion

If completion takes place in the Electronic Workspace:

- (a) payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;
- (b) the completion address in clause 16.11 is the Electronic Workspace; and
- (c) clauses 16.8, 16.12 and 16.13 do not apply.

64.11 System failure

- (a) If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time, a failure to complete this contract for that reason is not default under this contract on the part of either party.
- (b) If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the Completion Time normally, subject to **clause 64.11(c)** the parties must choose that financial settlement not occur.
- (c) If, notwithstanding **clause 64.11(b)** the vendor gives notice to the purchaser that financial settlement is to occur on or before 5.00pm on the date for completion:
 - (i) financial settlement must occur despite such failure;
 - (ii) all Electronic Documents Digitally Signed by the vendor, the Certificate of Title and any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgement Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the Certificate of Title; and
 - (iii) after completion, the vendor is taken to have no legal or equitable interest in the property.

64.12 Prescribed Requirements

A party who holds a Certificate of Title must act in accordance with any Prescribed Requirement in relation to the Certificate of Title but if there is no Prescribed Requirement, the vendor must serve the Certificate of Title after completion.

64.13 Other documents

- (a) The parties must on or before completion deliver any documents or things that cannot be delivered through the Electronic Workspace to the vendor's solicitor.
- (b) The vendor's solicitor:
 - (i) holds those items delivered pursuant to **clause 64.13(a)** on completion in escrow for the benefit of; and
 - (ii) must immediately after completion deliver the documents or things to, or as directed by,
the party entitled to them.

65 Not applicable

66 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING PAYMENTS

- (a) This **clause 66** applies if the price is equal to or greater than \$750,000.
- (b) In this **clause 66**, terms have the following meanings:
 - (i) **Clearance Certificate** means a certificate in respect of the vendor given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;
 - (ii) **Commissioner** has the meaning given to that term in the TA Act;
 - (iii) **Variation** means a variation made by the Commission under section 14-235(2) of Schedule 1 of the TA Act;
 - (iv) **TA Act** means the *Taxation Administration Act 1953* (Cth); and
- (c) **Withholding Amount** means the amount that the purchaser is required to pay the commissioner under section 14-200(3) of Schedule 1 of the TA Act.

66.2 Clearance Certificate

- (a) Where a Clearance Certificate is attached to this contract that is for a period that includes the date of the contract, the purchaser acknowledges and agrees it is not required to, and must not, withhold any amount from the purchase price at completion. If the attached Clearance Certificate expires prior to completion, the vendor may, but is not obliged to, serve a current Clearance Certificate before completion.
- (b) If a Clearance Certificate is not attached to this contract:
 - (i) the vendor must, where it is eligible to do so, give a copy of a Clearance Certificate to the purchaser promptly after it is received by the vendor; and
 - (ii) upon receipt of the Clearance Certificate, the purchaser acknowledges and agrees it is not required to, and must not, withhold any amount from the purchase price at completion.
- (c) If the vendor has not received the Clearance Certificate by 5 Business Days

before the date for completion, the vendor may give to the purchaser notice extending the date for completion by 10 Business Days.

- (d) If the vendor elects to extend the date for completion under **clause 66.2(c)**, then the vendor will not be liable to the purchaser for any damages, compensation or the like for any delay in settlement.

66.3 Withholding Amount

- (a) If the vendor is unable to provide a Clearance Certificate in accordance with **clauses 66.2(a) or 66.2(b)**, then the vendor must notify the purchaser at least three business days prior to completion and irrevocably authorises and directs the purchaser to pay the Withholding Amount to the Commissioner from the balance of the purchase price payable to the vendor on completion.
- (b) If **clause 66.3(a)** applies, the purchaser must:
 - (i) obtain a payment reference number (**PRN**) from the Commissioner and provide that PRN to the vendor prior to completion;
 - (ii) at completion, produce a bank cheque drawn in favour of the Commissioner for the Withholding Amount;
 - (iii) immediately following completion, deliver that bank cheque to the Commissioner; and
 - (iv) deliver the vendor evidence of payment to the Commissioner.
- (c) The purchaser must indemnify and keep the vendor indemnified in respect of any loss, damage, penalty, fine, interest or legal costs which may be incurred by the vendor as a consequence of the purchaser's breach of **clause 66.3(b)**.

67 PROHIBITED ENTITIES

The purchaser:

- (a) represents and warrants that it is not a prohibited entity and is not owned or controlled by, or acts on behalf of, any prohibited entity; and
- (b) indemnifies the vendor against any non-compliance by the vendor with all anti-terrorism legislation in Australia including, without limitation, Part 4 of the *Charter of the United Nations Act 1945* and Part 5.3 of the *Criminal Code Act 1995* due to a breach by the purchaser of its representation or warranty in this clause.

68 No Assignment by purchaser

68.1 Assignment

The purchaser must not assign or novate this contract (or otherwise dispose of its interest in this contract).

68.2 Clause is essential

This **clause 68** is an essential clause of this contract.

69 Not applicable

70 VENDOR'S MARKETING MATERIALS

The purchaser must obtain the vendor's prior written consent to use any of the vendor's marketing material for selling or leasing the property.

71 Not applicable

72

The vendor warrants to deliver to the purchaser all manuals, instruction books, warranties, guarantees and other similar documents which relate to the equipment, furnishings and chattels situated at the property, but except for any display furniture and chattels exclusive of the sale of the property, upon completion.

Guarantee Schedule – If a Purchaser is a corporation, then the Directors of such corporation must insert their names, details and sign as Guarantors

Guarantors:

- 1. Full Name:
Address:
Occupation:

- 2. Full Name:
Address:
Occupation:

IN WITNESS whereof of the said Guarantors have hereunto set their hand and seal the _____ day of _____ 20____

Signed Sealed and Delivered]
By the Said]
In the presence of]

.....
[Guarantor Signature]

.....
[Witness]

Signed Sealed and Delivered]
By the Said]
In the presence of]

.....
[Guarantor Signature]

.....
[Witness]

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Zehua Li
Purchaser:
Property: 168 Deepwater Road Castle Cove NSW 2069
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.

28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

ATTACHMENTS

1. Disclosure Statement attaching Draft Subdivision Plan.
 2. Layout plan.
 3. Requisitions on title.
 4. Title search statement (Folio Identifier 349/31068).
 5. Deposited plan and encumbrances if any.
 6. Sewer Diagrams.
 7. Section 10.7 (2) Planning Certificate.
-

Disclosure Statement – Off the Plan Contracts

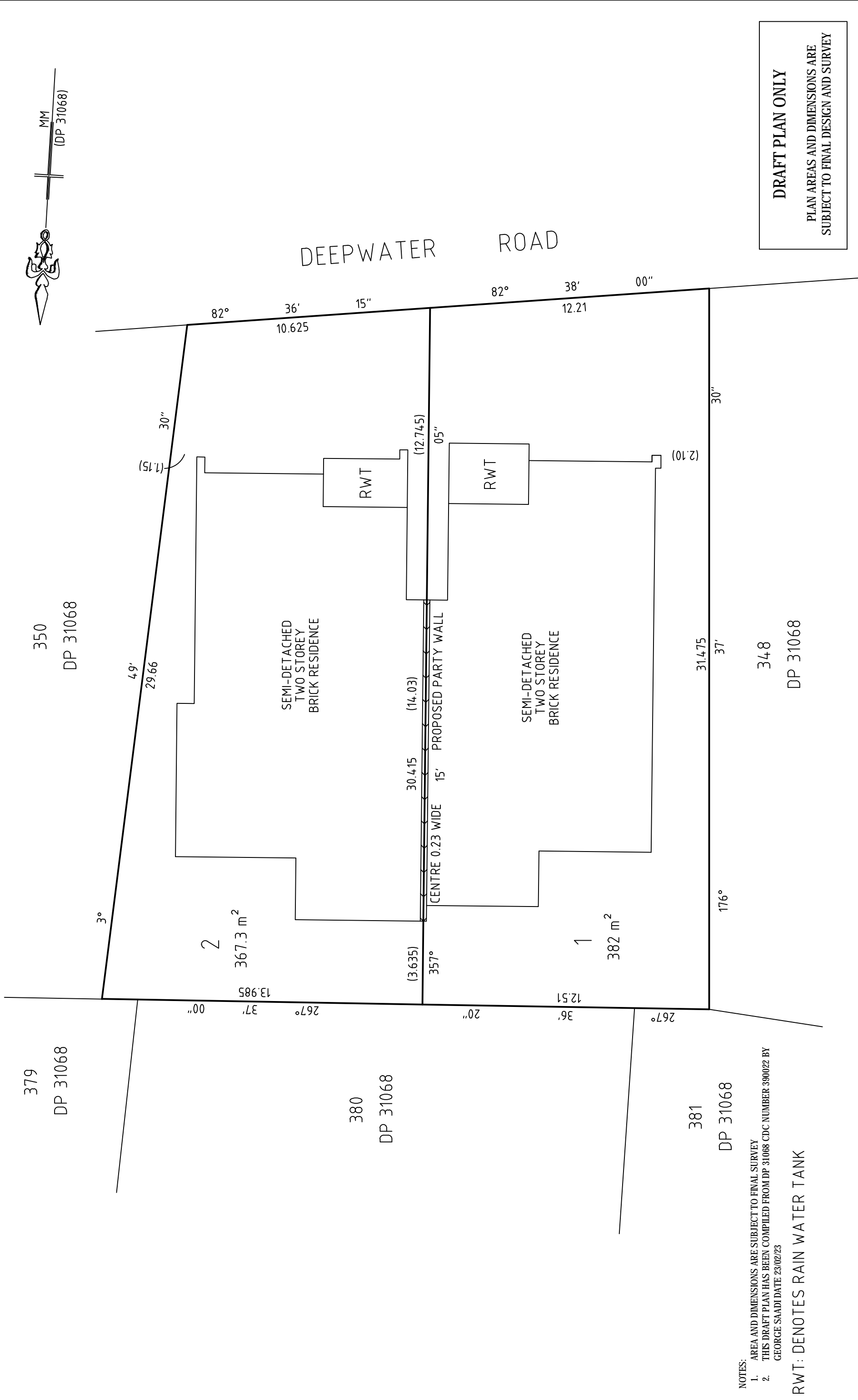
This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	
PROPERTY	

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

DETAILS					
Completion			Refer to clause(s):		
Is there a sunset date?	No Yes	Can this date be extended?	No Yes	Refer to clause(s):	
Does the purchaser pay anything more if they do not complete on time?	No Yes	Provide details, including relevant clause(s) of contract:			
Has development approval been obtained?	No Yes	Development Approval No:			
Has a principal certifying authority been appointed?	No Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	No Yes	Provide details, including relevant clause(s) of contract:			

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



NOTES:
 1. AREA AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY
 2. THIS DRAFT PLAN HAS BEEN COMPILED FROM DP 31068 CDC NUMBER 390022 BY GEORGE SAADI DATE 23/02/23

RWT: DENOTES RAIN WATER TANK

DRAFT PLAN ONLY
 PLAN AREAS AND DIMENSIONS ARE
 SUBJECT TO FINAL DESIGN AND SURVEY

Surveyor : TAHA MASRI
 Date of Survey : 29/05/2023
 Surveyor's Ref : 3247

PLAN OF SUBDIVISION OF LOT 349 IN DP 31068

LGA: WILLOUGHBY
 Locality : CASTLE COVE
 Reduction Ratio 1:150
 Lengths are in metres.

Registered

DP DRAFT



FOLIO: 349/31068

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
10/11/2023	1:36 PM	4	16/6/2022

LAND

LOT 349 IN DEPOSITED PLAN 31068
LOCAL GOVERNMENT AREA WILLOUGHBY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP31068

FIRST SCHEDULE

ZEHUA LI (T AS222024)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AS222025 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1295199.

*** END OF SEARCH ***

PLAN

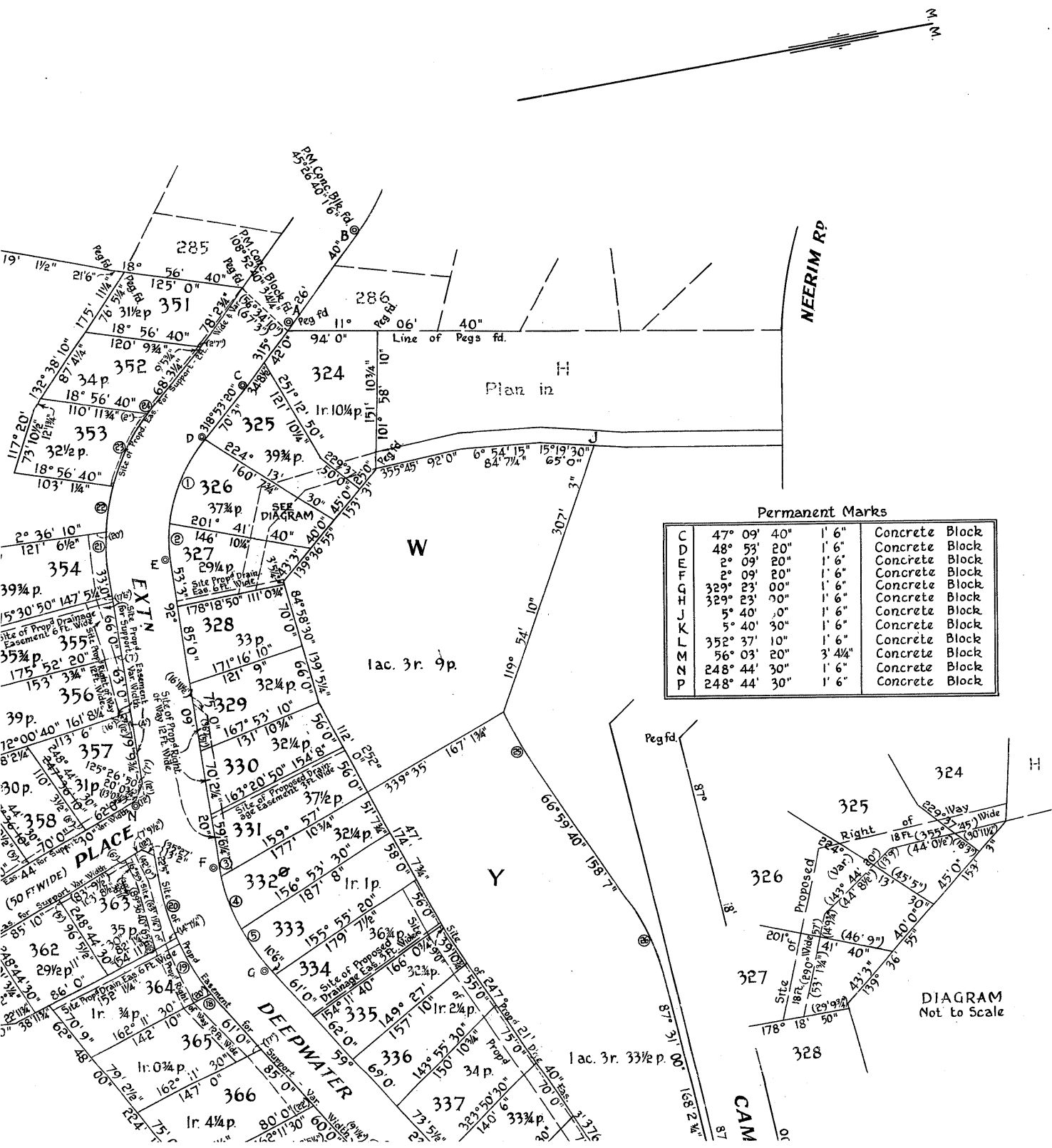
Division of Part of the Land
 C.T. Vol. 6529 Fol. 233.

GHBY COUNTY OF CUMBERLAND

Scale 100 Feet to an inch

DEPT. OF LAND PLAN No 31068E

15th April 2023
 [Signature]



Permanent Marks					
C	47° 09' 40"	1' 6"	Concrete	Block	
D	48° 53' 20"	1' 6"	Concrete	Block	
E	2° 09' 20"	1' 6"	Concrete	Block	
F	2° 09' 20"	1' 6"	Concrete	Block	
G	329° 23' 00"	1' 6"	Concrete	Block	
H	329° 23' 00"	1' 6"	Concrete	Block	
J	5° 40' 30"	1' 6"	Concrete	Block	
K	5° 40' 30"	1' 6"	Concrete	Block	
L	352° 37' 10"	1' 6"	Concrete	Block	
M	56° 03' 20"	3' 4"	Concrete	Block	
N	248° 44' 30"	1' 6"	Concrete	Block	
P	248° 44' 30"	1' 6"	Concrete	Block	

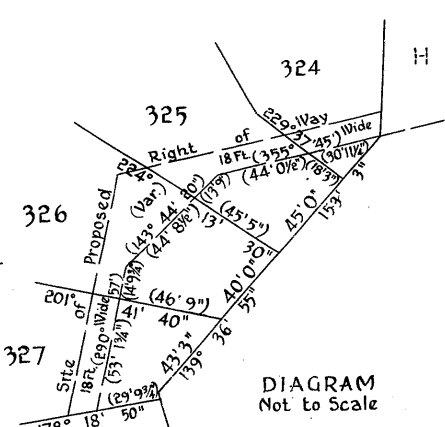


DIAGRAM
 Not to Scale

Plan Form No. 1 (For Deposited Plan)

Municipality of Willoughby
 Shire of

H568987 8.8.60

D.P.31068 (E)

of Subdivision of Part of
 Comprised in C.T. Vol. 652

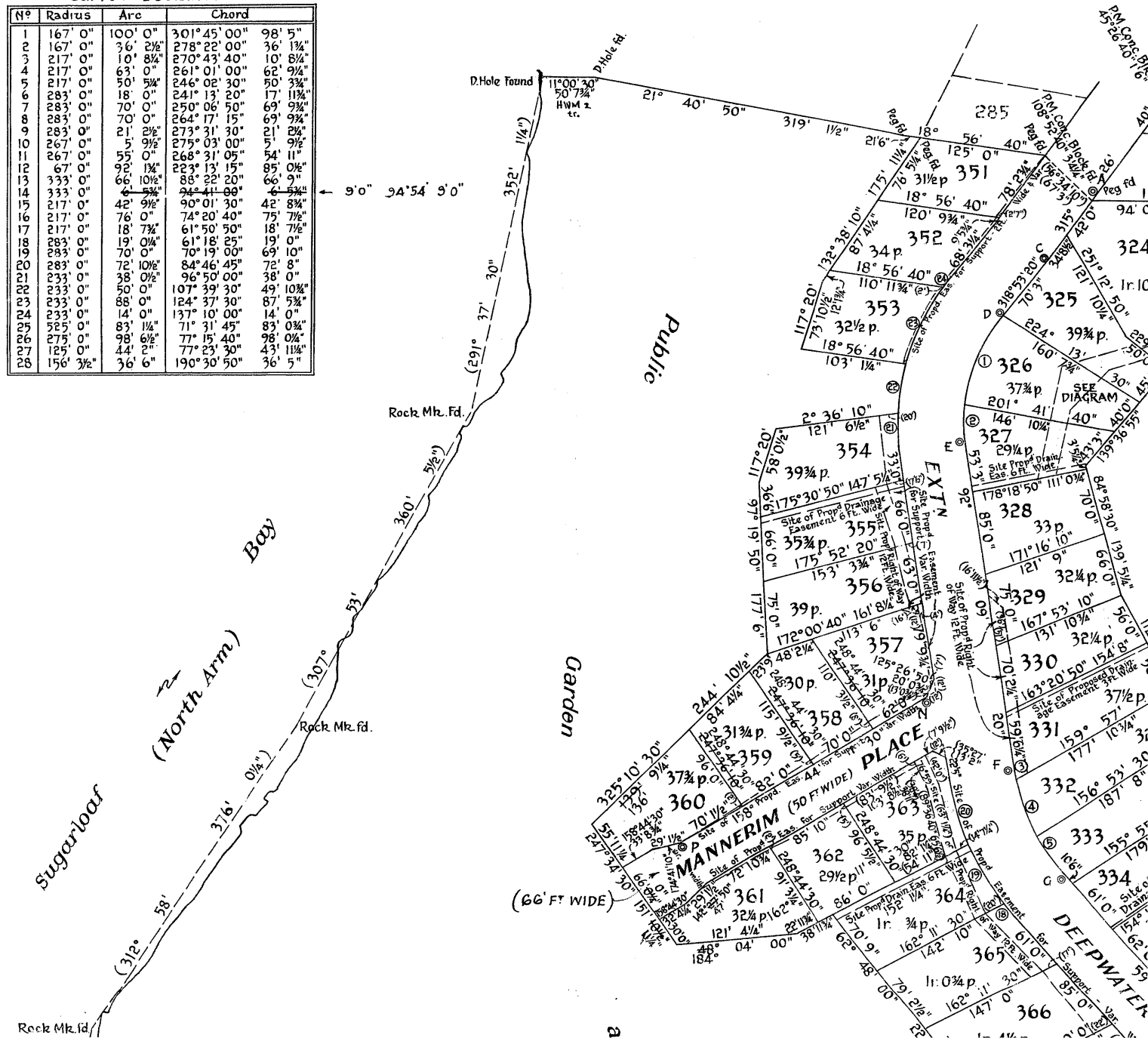
PARISH OF WILLOUGHBY COUNTY

Scale 100 Feet to an inch

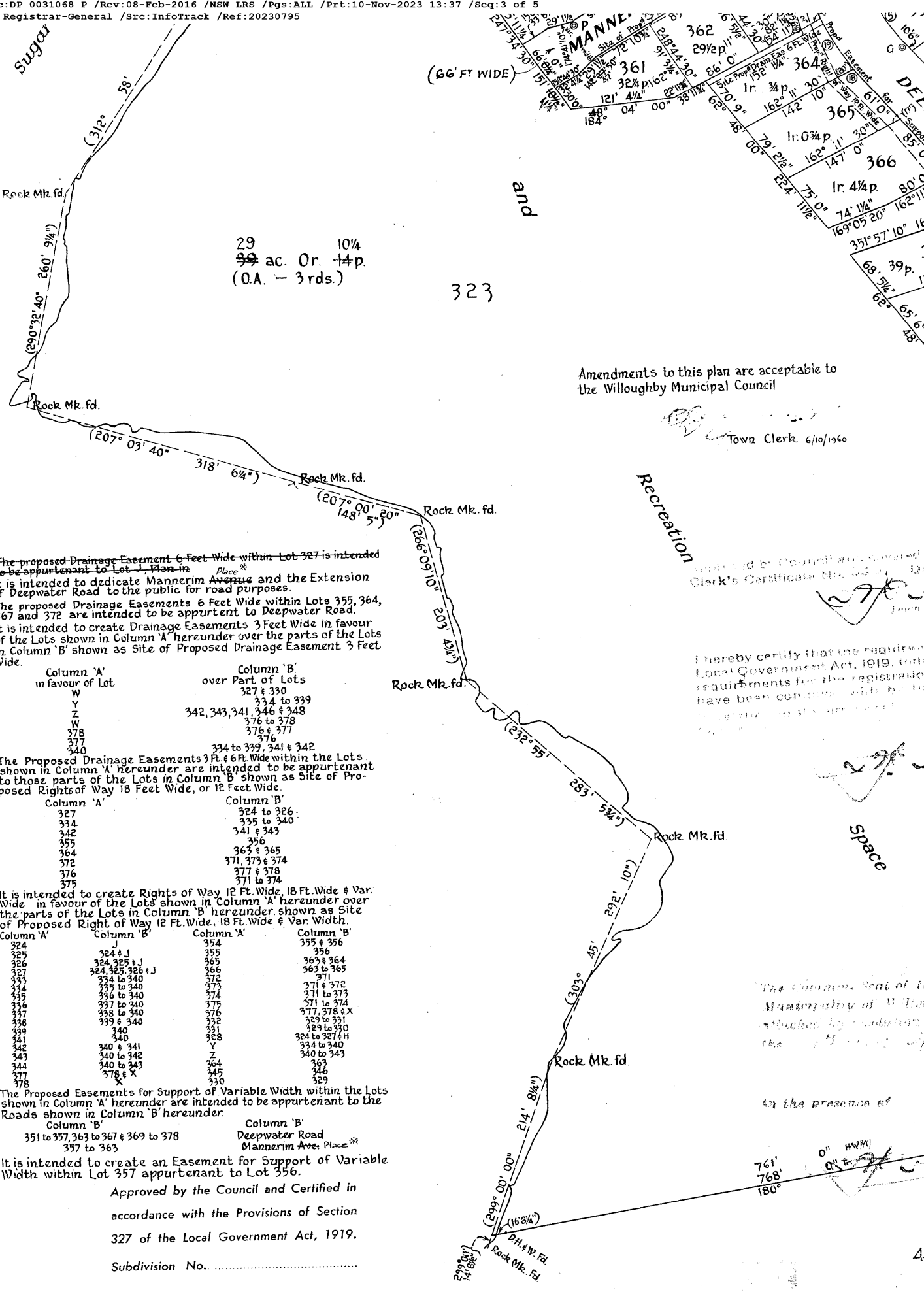
PLAN

Curved Boundaries

Nº	Radius	Arc	Chord
1	167' 0"	100' 0"	301' 45' 00"
2	167' 0"	36' 2 1/2"	278' 22' 00"
3	217' 0"	10' 8 1/4"	270' 43' 40"
4	217' 0"	63' 0"	261' 01' 00"
5	217' 0"	50' 3 3/4"	246' 02' 30"
6	283' 0"	18' 0"	241' 13' 20"
7	283' 0"	70' 0"	250' 06' 50"
8	283' 0"	70' 0"	264' 17' 15"
9	283' 0"	21' 2 1/2"	273' 31' 30"
10	267' 0"	5' 9 1/2"	275' 03' 00"
11	267' 0"	55' 0"	268' 31' 05"
12	67' 0"	92' 1 1/2"	223' 13' 15"
13	333' 0"	66' 10 1/2"	88' 22' 20"
14	333' 0"	6' 3 1/2"	94' 41' 30"
15	217' 0"	42' 5 1/2"	90' 01' 30"
16	217' 0"	76' 0"	74' 20' 40"
17	217' 0"	18' 7 1/2"	61' 50' 50"
18	283' 0"	19' 0 1/4"	61' 18' 25"
19	283' 0"	70' 0"	70' 19' 00"
20	283' 0"	72' 10 1/2"	84' 46' 45"
21	233' 0"	38' 0 1/2"	96' 50' 00"
22	233' 0"	50' 0"	107' 35' 30"
23	233' 0"	88' 0"	124' 37' 30"
24	233' 0"	14' 0"	137' 10' 00"
25	255' 0"	83' 1 1/2"	71' 31' 45"
26	275' 0"	98' 6 1/2"	77' 15' 40"
27	125' 0"	44' 2"	77' 23' 30"
28	156' 3 1/2"	36' 6"	190' 30' 50"



* Amended at R.G.O. name verified by Council's records.



29 ac. Or. 10 1/4
 (O.A. - 3 rds.)

323

Amendments to this plan are acceptable to the Willoughby Municipal Council

Town Clerk 6/10/1960

Recreation
 approved by Council and reported by
 Clerk's Certificate No. 1250

I hereby certify that the requirements of the Local Government Act, 1919, and the requirements for the registration have been complied with by the Registrar-General.

The proposed Drainage Easement 6 Feet Wide within Lot 327 is intended to be appurtenant to Lot J Plan in Place.

It is intended to dedicate Mannerim Avenue and the Extension of Deepwater Road to the public for road purposes.
 The proposed Drainage Easements 6 Feet Wide within Lots 355, 364, 367 and 372 are intended to be appurtenant to Deepwater Road.
 It is intended to create Drainage Easements 3 Feet Wide in favour of the Lots shown in Column 'A' hereunder over the parts of the Lots in Column 'B' shown as Site of Proposed Drainage Easement 3 Feet Wide.

Column 'A' in favour of Lot	Column 'B' over Part of Lots
W	327 & 330
Y	334 to 339
Z	342, 343, 341, 346 & 348
W	376 to 378
378	376 & 377
377	376
340	334 to 339, 341 & 342

The Proposed Drainage Easements 3 Ft. & 6 Ft. Wide within the Lots shown in Column 'A' hereunder are intended to be appurtenant to those parts of the Lots in Column 'B' shown as Site of Proposed Rights of Way 18 Feet Wide, or 12 Feet Wide.

Column 'A'	Column 'B'
327	324 to 326
334	335 to 340
342	341 & 343
355	356
364	363 & 365
372	371, 373 & 374
376	377 & 378
375	371 to 374

It is intended to create Rights of Way 12 Ft. Wide, 18 Ft. Wide & Var. Wide in favour of the Lots shown in Column 'A' hereunder over the parts of the Lots in Column 'B' hereunder shown as Site of Proposed Right of Way 12 Ft. Wide, 18 Ft. Wide & Var. Width.

Column 'A'	Column 'B'	Column 'A'	Column 'B'
324	J	354	355 & 356
325	324 & J	355	356
326	324, 325 & J	365	365 & 364
327	324, 325, 326 & J	366	363 to 365
333	334 to 340	372	371
334	335 to 340	373	371 & 372
335	336 to 340	374	371 to 373
336	337 to 340	375	371 to 374
337	338 to 340	376	377, 378 & X
338	339 & 340	377	329 to 331
339	340	378	329 to 330
341	340	379	324 to 327 & H
342	340 & 341	Y	334 to 340
343	340 to 342	Z	340 to 343
344	340 to 343	364	363
377	378 & X	345	346
378	X	330	329

The Proposed Easements for Support of Variable Width within the Lots shown in Column 'A' hereunder are intended to be appurtenant to the Roads shown in Column 'B' hereunder.

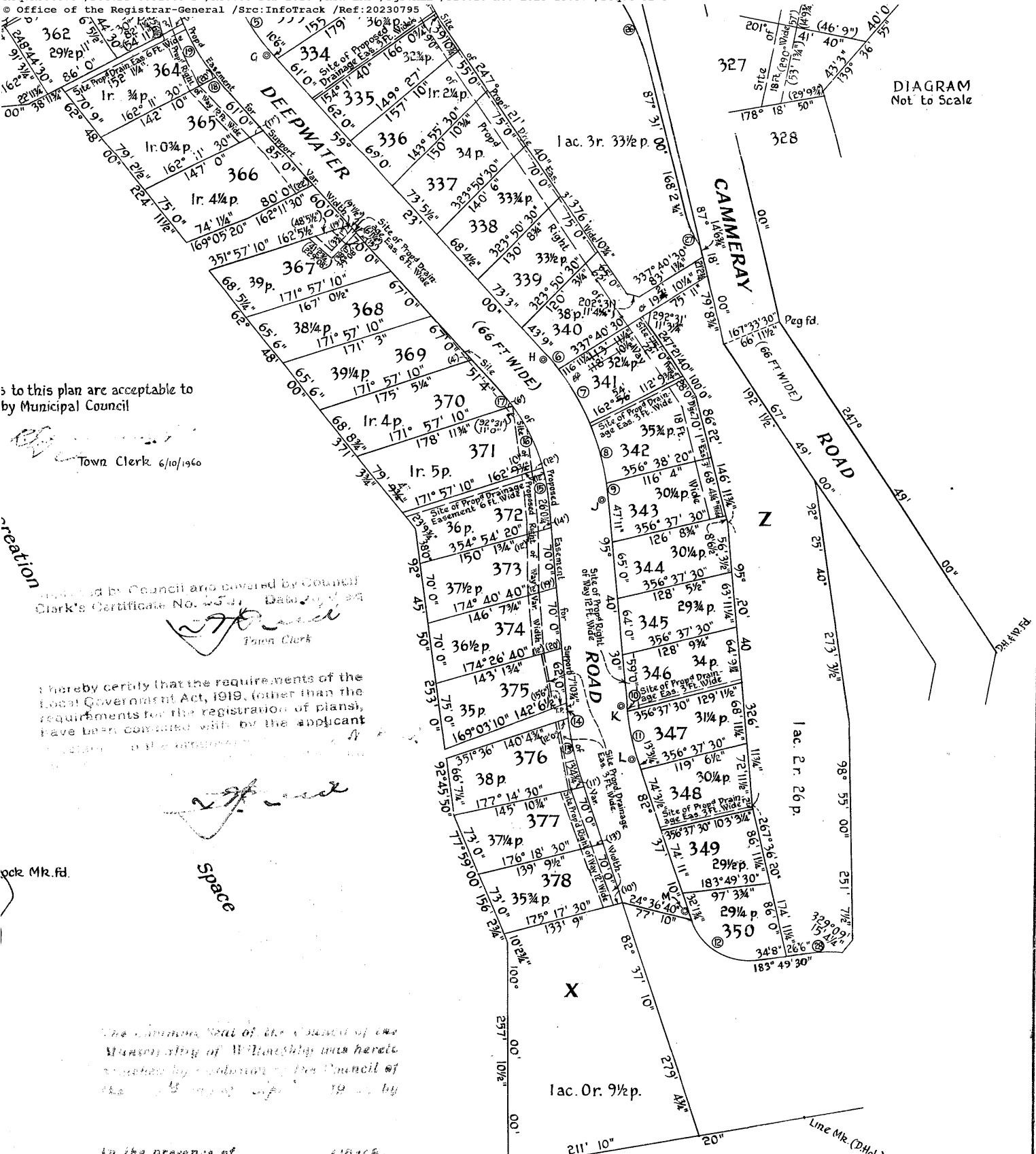
Column 'A'	Column 'B'
351 to 357, 363 to 367 & 369 to 378	Deepwater Road
357 to 363	Mannerim Ave. Place**

It is intended to create an Easement for Support of Variable Width within Lot 357 appurtenant to Lot 356.

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.
 Subdivision No.
 Council Clerk

Datum line of Azimuth: A-B
 DP31068 (E)

761'
 768'
 180°



to this plan are acceptable to
 by Municipal Council

Town Clerk 6/10/1960

Creation
 approved by Council and covered by Council
 Clerk's Certificate No. 3541, Date 29/7/60

I hereby certify that the requirements of the
 Local Government Act, 1919, (other than the
 requirements for the registration of plans),
 have been complied with by the applicant

Space
 lock Mk. fd.

The Common Seal of the Council of the
 Municipality of Wilmshurst was hereto
 attached by resolution of the Council of
 the 15th day of July 1960 by

In the presence of

Amendments to this plan were
 made by me on 29th July, 1960.

Clifford Clarke Dunbar Surveyor.

I, Clifford Clarke Dunbar
 of 149 Castleragagh St., Sydney
 a surveyor registered under the Surveyors Act, 1929-1946, hereby certify
 that the survey represented in this plan is accurate and has been made: (1)
 by me (2) under my immediate supervision in accordance with the Survey
 Practice Regulations, 1933, and was completed on 4th March, 1960.

(Signature) *Clifford Clarke Dunbar*
 Surveyor registered under the Surveyors Act, 1929-46.

DP 31068 E

* Strike out either (1) or (2). † Insert date of Sur-



**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

Certificate No: 55145
Receipt No: 2570391
Issue date: 10-Nov-2023
Customer Ref: 20230795:53621

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Property Location: 168 Deepwater Road, CASTLE COVE NSW 2069.

Legal Description: Lot 349 DP 31068

Disclaimer

1. *The information provided in this certificate has been obtained from Council's records. The Council advises that:
 - (a) other authorities may hold information in respect of the property not contained in the Council's records; and
 - (b) the Council's records themselves may not be complete or accurate in respect of the property.*
2. *The instrument(s) referred to in this certificate may contain other important information in respect to the property. In order to understand the effects of the instrument(s) on the property, the Council advises that the whole of each instrument(s) should be read and considered. This certificate cannot be used as a substitute for reading the whole of the instrument(s) referred to in the certificate.*
3. *It may be appropriate or necessary to obtain legal or other expert advice in respect of the matters contained in the certificate or the instruments referred to in the certificate.*
4. *The Council cannot and will not accept any liability in respect of any error, inaccuracy, or omission in this certificate.*

Debra Just
CHIEF EXECUTIVE OFFICER

(Computer printed copy – No signature required)

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

Certificate No: 55145
Receipt No: 2570391
Issue date: 10-Nov-2023
Customer Ref: 20230795:53621

1. RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following environmental planning instruments:

Willoughby Local Environmental Plan 2012

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

(2) Proposed Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following proposed environmental planning instruments:

Draft State Environmental Planning Policy

(3) Development Control Plans

As at the date of this certificate the above mentioned land is affected by the following development control plans:

Willoughby Development Control Plan 2023

Development Control Plan 2005 - Sydney Foreshore and Waterways Area

The plan applies to all development proposals within the foreshores and waterways area identified in SREP (Sydney Harbour Catchment) 2005 - (Refer to the Foreshores and Waterways Area Map).

Willoughby Development Control Plan

2. ZONING AND LAND USE

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

Certificate No: 55145
Receipt No: 2570391
Issue date: 10-Nov-2023
Customer Ref: 20230795:53621

(a) Zone Identity
R2 - Low Density Residential

(b) (Permissibility of Development)
Zone R2 Low Density Residential - under Willoughby Local Environmental Plan 2012

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 accommodate development that is compatible with the scale and character of the surrounding residential development.
- To retain and enhance residential amenity, including views, solar access, aural and visual privacy, and landscape quality.
- To retain the heritage values of particular localities and places and to ensure heritage items and conservation areas are not damaged, demolished or otherwise adversely impacted by new development.
- To encourage self sufficiency with respect to energy and food supply.

Permitted without consent

Home occupations

Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture

Prohibited

Any development not specified in item 2 or 3

NOTE: You are advised that in addition to the matters set out above, the instrument may make further provisions with respect to the purposes for which development may be carried out on the land without consent and with consent and the purposes for which development of the land is prohibited. Applicants are advised that they should read the whole of the instrument(s) in order to determine whether that instrument prohibits, restricts or otherwise relates to the development of the land.

(c) Additional Permitted Uses

The land does not contain any additional permitted uses in accordance with Schedule 1 of the Willoughby Local Environmental Plan 2012.

(d) Development Standards applying to the land fixing minimum dimensions for the erection of a dwelling house?

No

(NB: the erection of a dwelling house on the land requires consent to be obtained which will require assessment of the particular application under provisions of the Act. The Council makes no representation that consent will be granted to any application.)

(e) Outstanding Biodiversity

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

Certificate No: 55145
Receipt No: 2570391
Issue date: 10-Nov-2023
Customer Ref: 20230795:53621

--

(f) Conservation Area

--

(g) Heritage Item

--

3. CONTRIBUTION PLANS

Willoughby Local Infrastructure Contributions Plan 2019.

4. COMPLYING DEVELOPMENT

NOTE: This certificate only addresses matters raised in 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 your responsibility to ensure that the development is permissible with consent in the land use zone and that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 including Clauses 1.18 and 1.20 of that Policy, the Complying Development Codes in Parts 3 to 8 of that Policy, and the Willoughby Local Environmental Plan 2012. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

(a) General Housing Code, Rural Housing Code and Low Rise Housing Diversity Code

The land is land on which complying development may be carried out under these Codes.

(b) Housing Alterations Code and General Development Code

The land is land on which complying development may be carried out under these Codes.

(c) Industrial and Business Alterations Code

The land is land on which complying development may be carried out under this Code.

(d) Industrial and Business Buildings Code

The land is land on which complying development may be carried out under this Code.

(e) Subdivisions Code

The land is land on which complying development may be carried out under this Code.

(f) Demolition Code

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

Certificate No: 55145
Receipt No: 2570391
Issue date: 10-Nov-2023
Customer Ref: 20230795:53621

The land is land on which complying development may be carried out under this Code.
(g) Fire Safety Code

The land is land on which complying development may be carried out under this Code.
(h) Container Recycling Facilities Code

The land is land on which complying development may be carried out under this Code.
5. EXEMPT DEVELOPMENT

Exempt development may be permissible in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the follow exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

--

7. LAND RESERVED FOR ACQUISITION

The land is not affected by any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instruments which provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. ROAD WIDENING AND REALIGNMENT

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

- 1) Division 2 of Part 3 of the Roads Act 1993; or
- 2) An Environmental Planning Instrument; or
- 3) A resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) The land or part of the land is not within the flood planning area and is not subject to flood related development controls.

(2) the land or part of the land is not between the flood planning area and the probable maximum flood and is not subject to flood related development controls.

(3) In this clause—

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flood planning area has the same meaning as in the Floodplain Development Manual. Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK

The land is affected by a Council policy that may restrict the development of the land because of the likelihood of bushfire.

The land is not affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

It is the Council's practice to consider previous land uses to determine whether land may be affected by contamination which restricts or prohibits the carrying out of development on the land. Depending on the previous uses of the land, the applicant may be required to investigate possible site contamination and/or carry out remediation as part of any proposed development and the development potential of the site may be restricted or prohibited. This is assessed by the Council on a case-by-case basis.

The Council will have regard to Clause 6.1 Acid Sulfate Soils of Willoughby Local Environmental Plan 2012 and the Acid Sulfate Soils Map in assessing any development applications relating to the land.

11. BUSH FIRE PRONE LAND

The land has been identified as bush fire prone as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the EP&A Act.

12. LOOSE-FILL ASBESTOS INSULATION

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13. MINE SUBSIDENCE

The land is not within a declared mine subsidence district within the meaning of the Coal Mine Subsidence Act 2017

14. PAPER SUBDIVISION INFORMATION

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15. PROPERTY VEGETATION PLANS

--

16. BIODIVERSITY STEWARDSHIP SITES

--

17. BIODIVERSITY CERTIFIED LAND

--

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

--

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS.

--

20. WESTERN SYDNEY AEROTROPOLIS

--

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

--

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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In addition to the information provided above, the following information is provided in respect of the abovementioned land.

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NOTES:

Hand written or typed items appearing on this certificate at the time of issue are to be read as forming part of this certificate.

COMPLYING DEVELOPMENT CERTIFICATE 390D22
PROJECT REFERENCE 390D22

Issued under Part 4, Division 4.5 of the Environmental Planning and Assessment Act 1979

APPLICANT DETAILS

Applicant: Zehua Li
Address: 14 Argyle Avenue, Ryde NSW 2112
Phone: 0416 766 887

OWNER DETAILS

Owner Zehua Li

COMPLYING DEVELOPMENT CERTIFICATE DETAILS

NSW Planning Portal Ref Number: CDC-144678
Local Government Area: Willoughby City Council
Relevant Environmental Planning Instrument SEPP (Exempt and Complying) 2008
Relevant Part of Code Part 3B
Date of Determination: 23/02/2023
Date of Lapse: 23/02/2028

PROPOSAL

Address of Development: 168 Deepwater Rd, Castle Cove NSW 2069
Lot/DP: 349 in DP31068
Land Use Zone: R2
BCA Classification/s: 1a, 10b
Description of Building Works: Construction of Two Storey Dual Occupancy & Associated Site Works
Value of Construction (incl. GST): \$996,800.00
Attachments Schedule 1: Approved Plans and Specifications and Supporting Documentation Relied Upon
Conditions: Conditions under the Environmental Planning and Assessment Regulation 2021 and State Environmental Planning Policy (Exempt and Complying Development) Codes 2008 **PLEASE NOTE: this is not permission to begin work. Until a builder is appointed and a PCA is appointed, NO Works can commence. Council will be informed by the PCA of the Notice of Commencement**
Critical stage inspections: See attached Notice

REGISTERED CERTIFIER

Registered Certifier: George J Saadi
Registration No: BDC1742
Registration Body: NSW Fair Trading

I, George J Saadi, certify that the development is complying development and (if carried out as specified in the certificate) will comply with all development standards applicable to the development and with such other requirements prescribed by this regulation concerning the issue of the certificate.

Dated: 23/02/2023



George J Saadi

N.B. Prior to the commencement of work section 6.6 of the Environment Planning and Assessment Act 1979 must be satisfied.
(Note - this information has been taken directly from, and as accepted by, the NSW Government Planning Portal CDC application)

This is not permission to begin work. Until a builder is appointed and a PCA is appointed, NO Works can commence. Council will be informed by the PCA of the Notice of Commencement.

SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS/ SUPPORTING DOCUMENTATION RELIED UPON

1. Endorsed Architectural Plans

Prepared by	Document	Drawing number	Revision	Date
JD & B Group P/L	Architectural Plans with External Finishes	JDB-220401	D4.0	11/12/2022
JD & B Group P/L	Building Specifications			11/12/2022
JD & B Group P/L	Shadow Diagram	JDB-220401 / 5008	D4.0	11/12/2022

2. Structural Plans

Prepared by	Document	Drawing number	Revision	Date
MBC Engineering P/L	Structural Design Certificate			3/01/2023
MBC Engineering P/L	Structural Plan	2022538 / S01-S06	B	12/11/2022

3. Engineering Plans

Prepared by	Document	Drawing number	Revision	Date
MBC Engineering P/L	Stormwater Design Certificate			03/01/2023
MBC Engineering P/L	Stormwater Plan	2022538 / S1-S3	3	28/06/2022

4. Landscape Plans

Prepared by	Document	Drawing number	Revision	Date
JD & B Group P/L	Landscape Plan	JDB-220401	D4.0	11/12/2022

5. Other Documentation Relied Upon

Prepared by	Document	Drawing number	Revision	Date
Willoughby City Council	S 10.7 Certificate	2220268:43554		1/02/2022
NSW Land Registry Services	Title Search	349/31068		22/06/2022
JD & B Group P/L	Authorization Letter			22/06/2022
Ncafurvey P/L	Survey Plan	349/31068	1	21/10/2022
AENEC	BASIX Certificate	1366886M		13/01/2023
NatHERs	NatHERs Certificate-U1	MRP42R75ZC		13/1/2023
NatHERs	NatHERs Certificate-U2	P07P7QRVJN		13/01/2023
RMA Infrastructure Pty Ltd	Sydney Water Approval	1540032		16/01/2023
NSW Long Service Corporation	Long Service Levy Receipt	L0000103614		17/01/2023

Prepared by	Document	Drawing number	Revision	Date
FK Planning	Planning Report			21/12/2022
JD & B Group P/L	Design Verification Statement			10/12/2022
Willoughby City Council	Driveway Approval Letter	FOOT-2022/140		19/12/2022
Sydney Bushfire Consultants	Bushfire Report	BRAC – 2759		25/02/2022
DBYD	Dial Before You Dig	31458852		30/04/2022
Eswnman P/L	Geotech Report		00	26/10/2022
JD & B Group P/L	Waste Management Plan			28/12/2022
JD & B Group P/L	Sediment Control Plan			11/12/2022
CDC Private Certifiers	Pre-CDC Inspection			27/01/2023
Zehua Li	CDC Application Form			10/01/2023

Division 2A Environmental Planning and Assessment Regulations 2000 - Conditions of complying development certificate

136A Compliance with Building Code of Australia and insurance requirements under the [Home Building Act 1989](#)

(cf clauses 78 and 78A of EP&A Regulation 1994)

- (1) A complying development certificate for development that involves any building work must be issued subject to the following conditions—
 - (a) that the work must be carried out in accordance with the requirements of the *Building Code of Australia*,
 - (b) in the case of residential building work for which the *Home Building Act 1989* requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance must be entered into and be in force before any building work authorised to be carried out by the certificate commences.
- (1A) A complying development certificate for a temporary structure that is used as an entertainment venue must be issued subject to the condition that the temporary structure must comply with Part B1 and NSW Part H102 of Volume One of the *Building Code of Australia* (as in force on the date the application for the relevant complying development certificate is made).
- (2) This clause does not limit any other conditions to which a complying development certificate may be subject, as referred to in section 4.28(6)(a) of the Act.
- (3) This clause does not apply—
 - (a) to the extent to which an exemption is in force under clause 164B, 187 or 188, subject to the terms of any condition or requirement referred to in clause 164B(4), 187(6) or 188(4), or
 - (b) to the erection of a temporary building, other than a temporary structure that is used as an entertainment venue.
- (4) In this clause, a reference to the *Building Code of Australia* is a reference to that Code as in force on the date the application for the relevant complying development certificate is made.

Note—

There are no relevant provisions in the *Building Code of Australia* in respect of temporary structures that are not entertainment venues.

136AA Condition relating to fire safety systems in class 2–9 buildings

- (1) A complying development certificate for building work involving the installation, extension or modification of any relevant fire safety system in a class 2, 3, 4, 5, 6, 7, 8 or 9 building, as defined in the *Building Code of Australia*, must be issued subject to the condition required by this clause.
- (2) The condition required by this clause is that the building work involving the installation, modification or extension of the relevant fire safety system cannot commence unless—
 - (a) plans have been submitted to the principal certifier that show—
 - (i) in the case of building work involving the installation of the relevant fire safety system—the layout, extent and location of key components of the relevant fire safety system, or
 - (ii) in the case of building work involving the modification or extension of the relevant fire safety system—the layout, extent and location of any new or modified components of the relevant fire safety system, and
 - (b) specifications have been submitted to the principal certifier that—
 - (i) describe the basis for design, installation and construction of the relevant fire safety system, and
 - (ii) identify the provisions of the *Building Code of Australia* upon which the design of the system is based, and
 - (c) those plans and specifications—
 - (i) have been certified by a compliance certificate referred to in section 6.4(e) of the Act as complying with the relevant provisions of the *Building Code of Australia*, or
 - (ii) unless they are subject to an exemption under clause 164B, have been endorsed by an accredited practitioner (fire safety) as complying with the relevant provisions of the *Building Code of Australia*, and

- (d) if those plans and specifications were submitted before the complying development certificate was issued—each of them was endorsed by the certifier with a statement that the certifier is satisfied that it correctly identifies both the performance requirements and the deemed-to-satisfy provisions of the *Building Code of Australia*, and
 - (e) if those plans and specifications were not submitted before the complying development certificate was issued—each of them was endorsed by the principal certifier with a statement that the principal certifier is satisfied that it correctly identifies both the performance requirements and the deemed-to-satisfy provisions of the *Building Code of Australia*.
- (3) In this clause—
relevant fire safety system means any of the following—
- (a) a hydraulic fire safety system within the meaning of clause 165,
 - (b) a fire detection and alarm system,
 - (c) a mechanical ducted smoke control system.

136AB Notice to neighbours

- (1) A complying development certificate for development on land that is in a category 1 local government area and that is not in a residential release area and that involves—
- (a) a new building, or
 - (b) an addition to an existing building, or
 - (c) the demolition of a building,

must be issued subject to a condition that the person having the benefit of the complying development certificate must give at least 7 days' notice in writing of the person's intention to commence the work authorised by the certificate to the occupier of each dwelling that is located on a lot that has a boundary within 20 metres of the boundary of the lot on which the work is to be carried out.

- (2) A complying development certificate for development on land that is in a category 2 local government area or a residential release area and that involves—
- (a) a new building, or
 - (b) an addition to an existing building, or
 - (c) the demolition of a building,

must be issued subject to a condition that the person having the benefit of the complying development certificate must give at least 2 days' notice in writing of the person's intention to commence the work authorised by the certificate to the occupier of each dwelling that is located on a lot that has a boundary within 20 metres of the boundary of the lot on which the work is to be carried out.

- (3) In this clause—

category 1 local government area means any of the local government areas of Ashfield, City of Auburn, City of Bankstown, City of Blacktown, City of Blue Mountains, City of Botany Bay, Burwood, Camden, City of Campbelltown, Canada Bay, City of Canterbury, City of Fairfield, City of Hawkesbury, City of Holroyd, Hornsby, Hunter's Hill, City of Hurstville, City of Kogarah, Ku-ring-gai, Lane Cove, Leichhardt, City of Liverpool, Manly, Marrickville, Mosman, North Sydney, City of Parramatta, City of Penrith, Pittwater, City of Randwick, City of Rockdale, City of Ryde, Strathfield, Sutherland Shire, City of Sydney, The Hills Shire, Warringah, Waverley, City of Willoughby, Wingecarribee, Wollondilly or Woollahra.

category 2 local government area means any local government area that is not a category 1 local government area.

residential release area means any land within—

- (a) an urban release area identified within a local environmental plan that adopts the applicable mandatory provisions of the Standard Instrument, or
- (b) a land release area identified under the *Eurobodalla Local Environmental Plan 2012*, or
- (c) any land subject to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, or
- (d) any area included in Parts 6, 26, 27, 28 and 29 of Schedule 3 to *State Environmental Planning Policy (Major Development) 2005*.

136B Erection of signs

- (1) A complying development certificate for development that involves any building work, subdivision work or demolition work must be issued subject to a condition that the requirements of subclauses (2) and (3) are complied with.
- (2) A sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out—
 - (a) showing the name, address and telephone number of the principal certifier for the work, and
 - (b) showing the name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours, and
 - (c) stating that unauthorised entry to the site is prohibited.
- (3) Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.
- (4) This clause does not apply in relation to building work, subdivision work or demolition work that is carried out inside an existing building, that does not affect the external walls of the building.
- (5) This clause does not apply in relation to Crown building work that is certified, in accordance with section 6.28 of the Act, to comply with the technical provisions of the State's building laws.
- (6) This clause applies to a complying development certificate issued before 1 July 2004 only if the building work, subdivision work or demolition work involved had not been commenced by that date.

Note—

Principal certifiers and principal contractors must also ensure that signs required by this clause are erected and maintained (see clause 227A which currently imposes a maximum penalty of \$1,100).

136C Notification of *Home Building Act 1989* requirements

- (1) A complying development certificate for development that involves any residential building work within the meaning of the *Home Building Act 1989* must be issued subject to a condition that the work is carried out in accordance with the requirements of this clause.
- (2) Residential building work within the meaning of the *Home Building Act 1989* must not be carried out unless the principal certifier for the development to which the work relates (not being the council) has given the council written notice of the following information—
 - (a) in the case of work for which a principal contractor is required to be appointed—
 - (i) the name and licence number of the principal contractor, and
 - (ii) the name of the insurer by which the work is insured under Part 6 of that Act,
 - (b) in the case of work to be done by an owner-builder—
 - (i) the name of the owner-builder, and
 - (ii) if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.
- (3) If arrangements for doing the residential building work are changed while the work is in progress so that the information notified under subclause (2) becomes out of date, further work must not be carried out unless the principal certifier for the development to which the work relates (not being the council) has given the council written notice of the updated information.
- (4) This clause does not apply in relation to Crown building work that is certified, in accordance with section 6.28 of the Act, to comply with the technical provisions of the State's building laws.

136D Fulfilment of BASIX commitments

- (1) This clause applies to the following development—
 - (a) BASIX affected development,

- (b) any BASIX optional development in relation to which a person has made an application for a complying development certificate that has been accompanied by a BASIX certificate or BASIX certificates (despite there being no obligation under clause 4A of Schedule 1 for it to be so accompanied).
- (2) A complying development certificate for development to which this clause applies must be issued subject to a condition that the commitments listed in each relevant BASIX certificate for the development must be fulfilled.

136E Development involving bonded asbestos material and friable asbestos material

- (1) A complying development certificate for development that involves building work or demolition work must be issued subject to the following conditions—
 - (a) work involving bonded asbestos removal work (of an area of more than 10 square metres) or friable asbestos removal work must be undertaken by a person who carries on a business of such removal work in accordance with a licence under clause 458 of the *Work Health and Safety Regulation 2011*,
 - (b) the person having the benefit of the complying development certificate must provide the principal certifier with a copy of a signed contract with such a person before any development pursuant to the complying development certificate commences,
 - (c) any such contract must indicate whether any bonded asbestos material or friable asbestos material will be removed, and if so, must specify the landfill site (that may lawfully receive asbestos) to which the bonded asbestos material or friable asbestos material is to be delivered,
 - (d) if the contract indicates that bonded asbestos material or friable asbestos material will be removed to a specified landfill site, the person having the benefit of the complying development certificate must give the principal certifier a copy of a receipt from the operator of the landfill site stating that all the asbestos material referred to in the contract has been received by the operator.
- (2) This clause applies only to a complying development certificate issued after the commencement of this clause.
- (3) In this clause, *bonded asbestos material*, *bonded asbestos removal work*, *friable asbestos material* and *friable asbestos removal work* have the same meanings as in clause 317 of the *Occupational Health and Safety Regulation 2001*.

Note 1—

Under clause 317 removal work refers to work in which the bonded asbestos material or friable asbestos material is removed, repaired or disturbed.

Note 2—

The effect of subclause (1)(a) is that the development will be a workplace to which the *Occupational Health and Safety Regulation 2001* applies while removal work involving bonded asbestos material or friable asbestos material is being undertaken.

Note 3—

Information on the removal and disposal of asbestos to landfill sites licensed to accept this waste is available from the Office of Environment and Heritage.

Note 4—

Demolition undertaken in relation to complying development under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* must be carried out in accordance with Australian Standard AS 2601—2001, *Demolition of structures*.

136F, 136G (Repealed)

136H Condition relating to shoring and adequacy of adjoining property

- (1) A complying development certificate for development must be issued subject to a condition that if the development involves an excavation that extends below the level of the base of the footings of a building, structure or work (including any structure or work within a road or rail corridor) on adjoining land, the person having the benefit of the certificate must at the person's own expense—
 - (a) protect and support the building, structure or work from possible damage from the excavation, and
 - (b) where necessary, underpin the building, structure or work to prevent any such damage.

- (2) The condition referred to in subclause (1) does not apply if the person having the benefit of the complying development certificate owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying.

136I Traffic generating development

If an application for a complying development certificate is required to be accompanied by a certificate of Roads and Maritime Services as referred to in clause 4(1)(j1) or (k) of Schedule 1, the complying development certificate must be issued subject to a condition that any requirements specified in the certificate of Roads and Maritime Services must be complied with.

136J Development on contaminated land

- (1) If an application for a complying development certificate is required to be accompanied by a statement of a qualified person as referred to in clause 4(1)(l) of Schedule 1, the complying development certificate must be issued subject to a condition that any requirements specified in the statement must be complied with.
- (2) Subclause (1) does not apply to complying development carried out under the complying development provisions of *State Environmental Planning Policy (Three Ports) 2013* in the Lease Area within the meaning of clause 4 of that Policy.

136K When complying development certificates must be subject to section 4.28(9) condition

- (1) This clause applies if a council's contributions plan provides for the payment of a monetary section 7.11 contribution or section 7.12 levy in relation to development for a particular purpose (whether or not it is classed as complying development under the contributions plan).
- (2) The certifier must issue the relevant complying development certificate authorising development for that purpose subject to a condition requiring payment of such contribution or levy, as required by section 4.28(9) of the Act.
- (3) Subclause (2) applies despite any provision to the contrary in the council's contributions plan.

136L Contributions and levies payable under section 4.28(9) must be paid before work commences

- (1) A complying development certificate issued subject to a condition required by section 4.28(9) of the Act must be issued subject to a condition that the contribution or levy must be paid before any work authorised by the certificate commences.
- (2) Subclause (1) applies despite any provision to the contrary in the council's contributions plan.

136M Condition relating to payment of security

- (1) This clause applies to a complying development certificate authorising the carrying out of development if—
- (a) the development is demolition of a work or building, erection of a new building or an addition to an existing building and the estimated cost of the development (as specified in the application for the certificate) is \$25,000 or more, and
- (b) the development is to be carried out on land adjacent to a public road, and
- (c) at the time the application for the certificate is made, there is specified on the website of the council for the area in which the development is to be carried out an amount of security determined by the council that must be paid in relation to—
- (i) development of the same type or description, or
- (ii) development carried out in the same circumstances, or
- (iii) development carried out on land of the same size or description.
- (2) A complying development certificate to which this clause applies must be issued subject to a condition that the amount of security referred to in subclause (1) is to be provided, in accordance with this clause, to the council before any building work or subdivision work authorised by the certificate commences.
- (3) The security may be provided, at the applicant's choice, by way of—
- (a) deposit with the council, or
- (b) a guarantee satisfactory to the council.

- (4) The funds realised from a security may be paid out to meet the cost of making good any damage caused to any property of the council as a consequence of doing anything (or not doing anything) authorised or required by the complying development certificate, including the cost of any inspection to determine whether damage has been caused.
- (5) Any balance of the funds realised from a security remaining after meeting the costs referred to in subclause (4) is to be refunded to, or at the direction of, the person who provided the security.

136N Principal certifier to be satisfied that preconditions met before commencement of work

- (1) This clause applies to building work or subdivision work that is the subject of a complying development certificate.
- (2) A principal certifier for building work or subdivision work to be carried out on a site, and over which the principal certifier has control, is required to be satisfied that any preconditions in relation to the work and required to be met before the work commences have been met before the work commences.

Schedule 6A Conditions Applying To Complying Development Certificates Under The Low Rise Housing Diversity Code

(Clause 3B.62)

Note 1—

Complying development under the Low Rise Housing Diversity Code must comply with the requirements of the Act, the [Environmental Planning and Assessment Regulation 2000](#) and the conditions listed in this Schedule.

Note 2—

Division 2A of Part 7 of the [Environmental Planning and Assessment Regulation 2000](#) specifies conditions to which certain complying development certificates are subject.

Note 3—

In addition to the requirements specified for development under this Policy, adjoining owners' property rights, applicable common law and other legislative requirements for approvals, licences, permits and authorities still apply.

Note 4—

If the development is in the proximity of infrastructure (including water, stormwater or sewer mains, electricity power lines and telecommunications facilities), the relevant infrastructure authority should be contacted before commencing the development. Information in relation to underground assets can be obtained at www.1100.com.au or by phoning 1100.

Note 5—

Under section 86A of the Act, a complying development certificate lapses 5 years after the date endorsed on the certificate, unless the development has physically commenced on the land during that period.

Note 6—

Street numbering and letter box facilities should be provided in accordance with Australia Post guidelines and to the satisfaction of the council.

Part 1 Conditions applying before works commence

1 Evidence of payment of contributions

Sufficient evidence must be provided to the principal certifying authority before works begin to reasonably satisfy the principal certifying authority that any contribution required to be paid under section 94 or 94A of the Act in respect of the development has been paid.

2 Protection of adjoining areas

A temporary hoarding or temporary construction site fence must be erected between the work site and adjoining lands before the works begin and must be kept in place until after the completion of the works—

- (a) could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or
- (b) could cause damage to adjoining lands by falling objects, or
- (c) involve the enclosure of a public place or part of a public place.

3 Toilet facilities

- (1) Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of 1 toilet plus 1 additional toilet for every 20 persons employed at the site.
- (2) Each toilet must—
 - (a) be a standard flushing toilet connected to a public sewer, or
 - (b) have an on-site effluent disposal system approved under the *Local Government Act 1993*, or
 - (c) be a temporary chemical closet approved under the *Local Government Act 1993*.

4 Garbage receptacle

- (1) A garbage receptacle must be provided at the work site before works begin and must be maintained until the works are completed.
- (2) The garbage receptacle must have a tight fitting lid and be suitable for the reception of food scraps and papers.

5 Wall dilapidation report

- (1) If a wall on a lot is to be built to a boundary and there is a wall (the *adjoining wall*) on the lot adjoining that boundary that is less than 0.9m from that boundary, the person having the benefit of the complying development certificate must obtain a dilapidation report on the adjoining wall before works begin.
- (2) If the person preparing the report is denied access to the adjoining lot for the purpose of inspecting the wall, the report may be prepared from an external inspection of the wall.

6 Run-off and erosion controls

Run-off and erosion controls must be implemented before works begin to prevent soil erosion, water pollution or the discharge of loose sediment on the surrounding land by—

- (a) diverting uncontaminated run-off around cleared or disturbed areas, and
- (b) erecting a silt fence and providing any other necessary sediment control measures that will prevent debris escaping into drainage systems, waterways or adjoining properties, and
- (c) preventing the tracking of sediment by vehicles onto roads, and
- (d) stockpiling top soil, excavated materials, construction and landscaping supplies and debris within the lot.

7 Tree protection measures

- (1) This clause applies to each protected tree and any other tree that is to be retained on a lot.
- (2) The trunk of each of the following trees must be provided with a tree guard that is comprised of hardwood timber panels each having a minimum length of 2m, minimum width of 75mm and minimum thickness of 25mm and secured, but not permanently fixed or nailed, to the tree and spaced a maximum of 80mm apart—
 - (a) each tree that is within 6m of any dual occupancy, manor house, multi dwelling housing (terraces) or ancillary development that is to be constructed,
 - (b) each protected tree that is within 10m of any dual occupancy, manor house, multi dwelling housing (terraces) or ancillary development that is to be constructed.
- (3) Each protected tree that is within 6m of a dual occupancy, manor house, multi dwelling housing (terraces), outbuilding or swimming pool must have a fence or barrier that is erected—
 - (a) around its tree protection zone as defined by section 3.2 of AS 4970—2009, *Protection of trees on development sites*, and
 - (b) in accordance with section 4 of that standard.
- (4) The person having the benefit of the complying development certificate must ensure that—
 - (a) the activities listed in section 4.2 of that standard do not occur within the tree protection zone of any tree on the lot or any tree on an adjoining lot, and
 - (b) any temporary access to, or location of scaffolding within the tree protection zone of a protected tree or any other tree to be retained on the lot during the construction, is undertaken using the protection measures specified in sections 4.5.3 and 4.5.6 of that standard.
- (5) The tree protection measures specified in this clause must—

- (a) be in place before work begins on the lot, and
- (b) be maintained in good condition during the construction period, and
- (c) remain in place for the duration of the construction works.

Note—

A separate permit or development consent may be required if the branches or roots of a protected tree on the lot or on an adjoining lot are required to be pruned or removed.

8 Notification of works to water and sewerage supply authorities

- (1) If the development involves the erection of a new building or an addition to an existing building, the person having the benefit of the complying development certificate must ensure that the following are given plans of the building work and have approved those plans—
 - (a) any organisation having water or sewerage infrastructure on the land on which the development is to occur,
 - (b) any organisation that is required to provide water or sewerage services to the land as a result of the development.
- (2) Evidence of the giving of approval required under subclause (1) is to be provided to the principal certifying authority for the building work involved in the development before that work begins.

9 Drainage

Any water supply, sewerage or stormwater drainage work carried out under section 68 of the *Local Government Act 1993* on the lot must be completed before building works begin.

10 Location of footings and external walls

- (1) Before works begin, the position of the following are to be marked out on the ground on the lot by a registered surveyor—
 - (a) all footings required for the proposed development,
 - (b) the external walls of any building to be erected as part of the development but only if the building will contain a habitable room.
- (2) The person having the benefit of the complying development certificate must ensure that before those external walls are constructed, the principal certifying authority is given a survey and a report by a registered surveyor that shows the position of the walls relative to the lot boundary.

11 Safety of persons and the environment

Before works begin appropriate measures must be in place to ensure all works and activities are carried out during the development in a manner that ensures the safety of persons and of the environment, including, if the council recommends specific environmental site management controls in respect of the development, those recommended controls.

Part 2 Conditions applying during the works

Note—

The *Protection of the Environment Operations Act 1997* and the *Protection of the Environment Operations (Noise Control) Regulation 2017* contain provisions relating to noise.

12 Hours for construction

Construction may only be carried out between 7.00 am and 5.00 pm on Monday to Saturday and no construction is to be carried out at any time on a Sunday or a public holiday.

13 Construction noise

Noise caused by construction must not exceed an LAeq (15 min) of 5dB(A) above background noise when measured at any lot boundary of the property where the construction is being carried out.

14 Compliance with plans

Works must be carried out in accordance with the plans and specifications to which the complying development certificate relates.

15 Maintenance of site

- (1) All materials and equipment must be stored wholly within the work site unless an approval to store them elsewhere is held.
- (2) Waste materials (including excavation, demolition and construction waste materials) must be managed on the site and then disposed of at a waste management facility.
- (3) Any run-off and erosion control measures required must be maintained within their operating capacity until the completion of the works to prevent debris escaping from the site into drainage systems, waterways, adjoining properties and roads.
- (4) During construction—
 - (a) all vehicles entering or leaving the site must have their loads covered, and
 - (b) all vehicles, before leaving the site, must be cleaned of dirt, sand and other materials, to avoid tracking these materials onto public roads.
- (5) At the completion of the works, the work site must be left clear of waste and debris.

16 Earthworks, retaining walls and structural support

- (1) Any earthworks (including any structural support or other related structure for the purposes of the development)—
 - (a) must not cause a danger to life or property or damage to any adjoining building or structure on the lot or to any building or structure on any adjoining lot, and
 - (b) must not redirect the flow of any surface or ground water or cause sediment to be transported onto an adjoining property, and
 - (c) that is fill brought to the site—must contain only virgin excavated natural material (VENM) as defined in Part 3 of Schedule 1 to the *Protection of the Environment Operations Act 1997*, and
 - (d) that is excavated soil to be removed from the site—must be disposed of in accordance with any requirements under the *Protection of the Environment Operations (Waste) Regulation 2014*.
- (2) Any excavation must be carried out in accordance with *Excavation Work: Code of Practice* (ISBN 978-0-642-78544-2), published in July 2012 by Safe Work Australia.

17 Drainage connections

- (1) If the work is the erection of, or an alteration or addition to, any dual occupancy, manor house or multi dwelling housing (terraces), the roof stormwater drainage system must be installed and connected to the drainage system before the roof is installed.
- (2) Any approval that is required for connection to the drainage system under the *Local Government Act 1993* must be held before the connection is carried out.

18 Swimming pool safety

If the work involves the construction of a swimming pool, a child-resistant barrier that complies with the requirements of the *Building Code of Australia* and AS 1926.1—2012, *Swimming pool safety, Part 1: Safety barriers for swimming pools* must be erected around that work during the construction.

19 Contamination discovered during works

- (1) If in the course of works on the land comprising the lot, the land is found to be contaminated (within the meaning of the *Contaminated Land Management Act 1997*)—
 - (a) all works must stop immediately, and
 - (b) the Environment Protection Authority and the council must be notified of the contamination.
- (2) Land is found to be contaminated for the purposes of this clause if the person having the benefit of the complying development certificate or the principal certifying authority knows or should reasonably suspect that the land is contaminated.

Note—

Depending on the level of the nature and level of the contamination, remediation of the land may be required before further work can continue.

20 Archaeology discovered during excavation

If any object having interest due to its age or association with the past is uncovered during the course of the work—

- (a) all work must stop immediately in that area, and
- (b) the Office of Environment and Heritage must be advised of the discovery.

Note—

Depending on the significance of the object uncovered, an archaeological assessment and excavation permit under the *Heritage Act 1977* may be required before further work can continue.

21 Aboriginal objects discovered during excavation

If an Aboriginal object (including evidence of habitation or remains) is discovered during the course of the work—

- (a) all excavation or disturbance of the area must stop immediately, and
- (b) the person making the discovery must advise the Chief Executive (within the meaning of the *National Parks and Wildlife Act 1974*) of the discovery in accordance with section 89A of that Act.

Note—

If an Aboriginal object is discovered, an Aboriginal heritage impact permit may be required under the *National Parks and Wildlife Act 1974*.

Part 3 Conditions applying before issue of occupation certificate

22 Vehicular access

If the work involves the construction of a vehicular access point, the access point must be completed before the occupation certificate for the work on the site is obtained.

23 Utility services

If the work requires alteration to, or the relocation of, utility services on, or adjacent to, the lot on which the work is carried out, the work is not complete until all such works are carried out.

24 On-site stormwater detention system

- (1) If an on-site stormwater detention system is installed on the lot in relation to the development, the following must be registered before the occupation certificate for the work on the site is obtained—
 - (a) a public positive covenant enforceable by the council requiring the owner of the land to maintain and repair the system,
 - (b) a restriction as to user in favour of the council that is worded to the satisfaction of the council.
- (2) A certificate issued by an engineer that certifies that the on-site stormwater detention system has been constructed in accordance with the approval of the council must be given to the principal certifying authority before the occupation certificate for the work on the site is obtained.

25 Evidence of certain matters

- (1) Sufficient evidence must be provided to the principal certifying authority before the occupation certificate for the work on the site is obtained to reasonably satisfy the principal certifying authority that each new dwelling will be adequately serviced with water, sewerage, electricity, natural gas (where available) and telecommunications.
- (2) The following must be provided to the principal certifying authority before the occupation certificate for the work on the site is obtained—
 - (a) a survey certificate prepared by a registered surveyor that certifies the location of any new buildings, or additions to existing buildings, in relation to the boundaries of the lot,
 - (b) if the development has resulted in the installation of a mechanical ventilation system—a certificate from a mechanical ventilation engineer that states that the system complies with the approved plans and specifications,

- (c) if the council has design guidelines or constructions specifications for works to which the complying development certificate relates and those guidelines or specifications address the submission of compliance documentation to the council—that compliance documentation.

26 Easement in gross over rear lane

If the development results in the creation of a rear access lane, an easement in gross for public access in favour of the council must be created over the lane before the occupation certificate for the work on the site is obtained.

27 Adaptable housing notification

- (1) If a dwelling has been constructed in a manner that permits it to be adapted for persons with a disability, a permanent notice should be attached in a visible location near the electricity meter that informs future occupants of this.
- (2) Without limiting subclause (1), if the Secretary of the Department of Planning and Environment approves the form of a notice for the purposes of this clause, a notice in that form is taken to satisfy subclause (1).

28 Trees

- (1) At least 1 tree (that will have a mature height of at least 8m) is to be in each rear yard for each dwelling house, dual occupancy or terrace on the site before the occupation certificate for the work on the site is obtained.
- (2) At least 1 tree (that will have a mature height of at least 5m) is to be in the setback from the primary road for each dwelling house, dual occupancy or terrace on the site before the occupation certificate for the work on the site is obtained but only if that setback is more than 3m.
- (2A) One tree (that will have a mature height of at least 8m) is to be in the rear yard for each manor house on the site before the occupation certificate for the work on the site is obtained.
- (2B) One tree (that will have a mature height of at least 5m) is to be in the setback from the primary road for each manor house on the site before the occupation certificate for the work on the site is obtained but only if that setback is more than 3m.
- (3) In this clause—
terrace means a single dwelling in multi dwelling housing (terraces).

Part 4 Condition applying after issue of occupation certificate

29 Notification to council

The person having the benefit of a complying development certificate must, as soon as practicable after obtaining an occupation certificate from a principal certifying authority (other than the council), notify the council of issuing of the certificate.

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

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

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

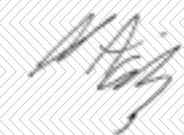
[^]Additional information

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

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

Certificate No:

Issued on:



Nathan Agius, General Manager, 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.

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

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

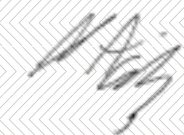
^Additional information

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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.

Sewer Service Diagram

Application Number: 8002947649

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE

Municipality of Willoughby

SEWER AVAILABLE

Diagram No. 513931.

MCDONNELL

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

Existing drainage shown by black lines

Scale: 40 Feet to an inch

Proposed new drainage shown by full blue lines.

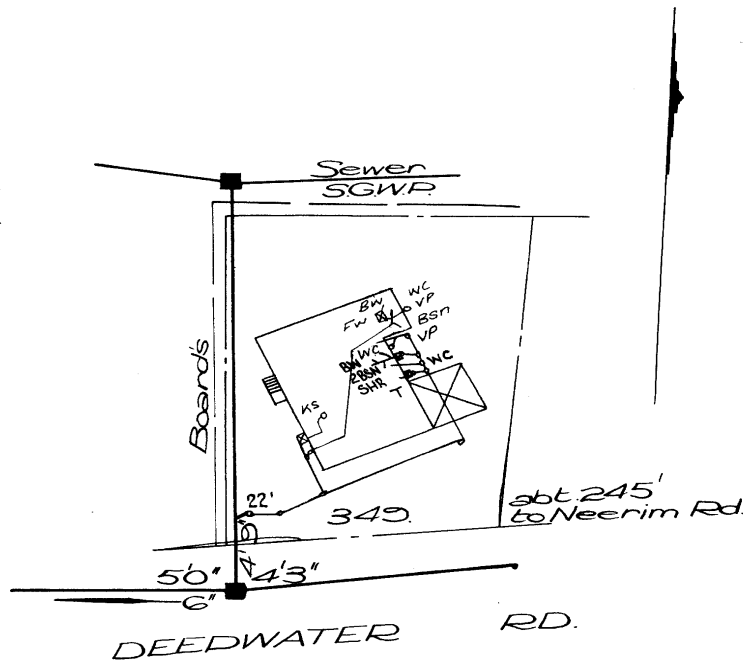
This diagram is the property of the Owner and is to be returned to him on completion of the work.

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

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

This work must be carried out in accordance with the Board's By-laws.

50/78542 BAS
50/781039 BAS



SHEET No. 6580.

19
FOR ENGINEER-IN-CHIEF

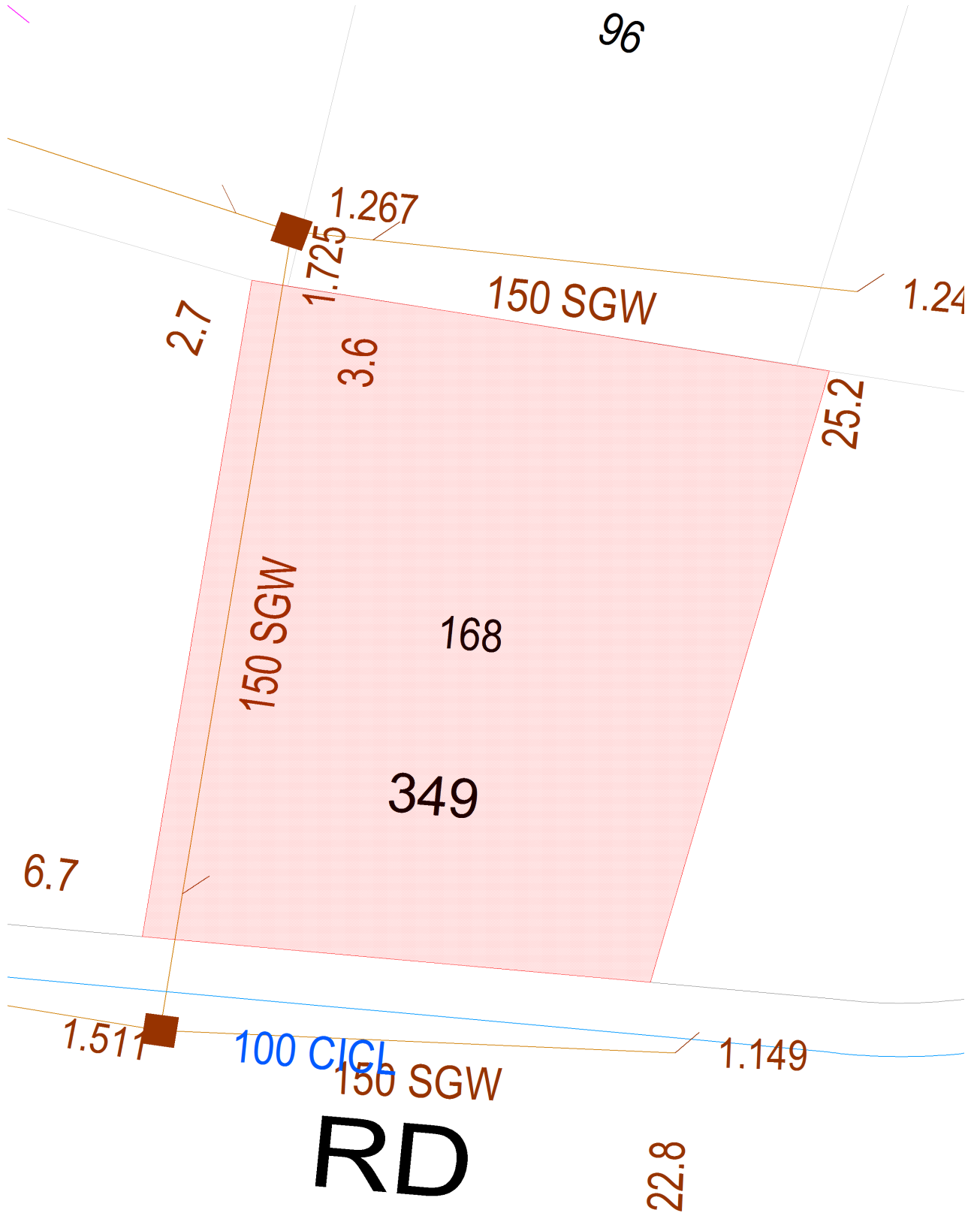
		OFFICE USE ONLY					
W.C.	Designed by	DATE	Inspector	FIRST VISIT	SUPERV'SN	PASSED	DATE
Bth	Inspector	/ /		/ /	/ /	/ /	
Shr							
Bsn	Examined by	/ /	Date	Inspector		/ /	
K.S			Outfall	Checked		/ /	
T	Chief Inspector	/ /	Drainer	526 266			
Plg			Boundary Trap is not required.				
Dge.Int.							
Dge.Ext							
		DESIGN					

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Disclaimer

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

Service Location Print
Application Number: 8002947648



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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	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

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

Further Information

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

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

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

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**.

FINAL (WHOLE) OCCUPATION CERTIFICATE 390D22 (RESIDENTIAL)

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C and 109H

APPLICANT DETAILS

Applicant: Zehua Li
Address: 14 Argyle Avenue, Ryde NSW 2112
Phone: 0416 766 887

OWNER DETAILS

Person having benefit of the development consent: Zehua Li
Address: 14 Argyle Avenue, Ryde NSW 2112
Phone: 0416 766 887

RELEVANT CONSENTS

Consent Authority / Local Government Area: Willoughby City Council
Complying Development Certificate Number: 390D22
Decision Made Under: SEPP (Exempt and Complying) 2008 - Part 3B

PROPOSAL

Address of Development: 168 Deepwater Road, Castle Cove NSW 2069
Lot: 349
DP: DP31068
Building Classification: 1a, 10b
Scope of Building Works Covered by this Notice: Construction of Two Storey Dual Occupancy & Associated Site Works
Type of Construction: N/A
Attachments: Schedule 1
Fire Safety Schedule: N/A
Exclusions:
Certificate Relates To:

PRINCIPAL CERTIFIER

Certifying Authority: George J Saadi
Accreditation Body: NSW Fair Trading
BDC1742

DETERMINATION

Approval Date: 14/10/2024

I, George J Saadi, as the certifying authority, certify that:

- I have been appointed as the Principal Certifier under s6.5;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Complying Development Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.



George J Saadi

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

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 390D22

Prepared by	Document Name	Reference	Date
3 LINX Surveyors	Final Survey Plan	UQ00188	27/05/2024
3 LINX Surveyors	Letter from Surveyor regarding utility services		19/07/2024
Yang Pest Control	Termite Certificate		10/07/2023
RMA Infrastructure P/L	Sydney Water Project Completion Certificate	1540032	21/05/2023
Chris Robinson	Section 73 Compliance Certificate	w-12630	14/05/2024
Franky Tiling Service Pty Ltd	Waterproofing Certificate U1 & U2		20/03/2024
Sunny Loop P/L	Smoke Alarm Certificate U1 & U2		01/07/2024
Wei Bai	Electrical Compliance Certificate U1 & U2	492388, 492395	31/05/2024
Neil Vourvouhakis	Gas Compliance Certificate U1	GAS202419472	10/08/2024
Neil Vourvouhakis	Gas Compliance Certificate U2	GAS202419474	10/08/2024
Zhiqiang Lin	Plumbing Compliance Certificate U1 & U2	E312460, E312461	05/07/2024
True Vision Windows & Doors	Windows Certificate of Compliance		11/07/2024
Legend Builders	Balustrade Certificate U1 & U2		24/06/2024
Legend Builders	Showerscreen Certificate U1 & U2		24/06/2024
Becquerel Projects Pty Ltd	Landscape Compliance Certificate U1 & U2		16/07/2024
3 LINX Surveyors	WAE Plan	UQ00188	14/06/2024
MBC Engineering Pty Ltd	WAE Engineer's Certificate		02/07/2024
Becquerel Projects Pty Ltd	BASIX Compliance Certificate	1366886M	16/07/2024
NSW Planning & Environment	BASIX Completion Receipt	CR-XSSBVM42	04/10/2024
Neslin Group P/L	Stormwater Compliance Certificate		05/07/2024
Sydney Bushfire Consultants	Bushfire Compliance Certificate		12/07/2024
MBC Engineering Pty Ltd	Engineer's Certificate for Slab		07/02/2024
Becquerel Projects Pty Ltd	Fire Separating Wall Compliance Certificate		16/07/2024
Willoughby City Council	Vehicular crossing inspection form	FOOT-2022/140	28/05/2024
Ausgrid	NOA Electricity U1 & U2	1900129046	17/06/2024
AGL	NOA Gas U1 & U2		10/05/2024
Telstra	NOA NBN U1 & U2		07/05/2024
Info Track	Title Search showing Positive Covenant and restriction on use of land		06/09/2024
Zehua Li	OC Application Form		07/08/2024
CDC Private Certifiers	Critical Stage Inspection		Various