

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Stone Real Estate Newtown 177 Enmore Road, Enmore NSW 2042 Email: giorgiokoula@stonerealestate.com.au	Phone: 9557 9040 Ref: Giorgio Koula
co-agent		
vendor	Micrah Projects Pty Ltd ACN 114693962 2 Niblick Crescent, Oatlands NSW 2117	
vendor's solicitor	RM Legal Sydney Pty Ltd 4 Albion Street, Harris Park NSW 2150 PO Box 9359, Harris Park NSW 2150 Email: raymond@rmlegal.com.au	Phone: 02 9687 7000 Fax: 02 9687 3000 Ref: RM:CT:9896
date for completion	42 days after the date of this contract (clause 15)	
land (address, plan details and title reference)	9 Finch Avenue, Rydalmere NSW 2116 Lot 1 in Deposited Plan 124696 Folio Identifier 1/124696	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex (LHS)	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

_____	vendor			
		GST AMOUNT (optional) The price includes GST of: \$		witness
_____	purchaser	<input type="checkbox"/> JOINT TENANTS	<input type="checkbox"/> tenants in common	<input type="checkbox"/> in unequal shares witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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

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

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

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

Purchaser must make an *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: Micrah Projects Pty Ltd

Supplier's ABN: 41114693962

Supplier's business address: 2 Niblick Crescent, Oatlands NSW 2117

Supplier's email address: info@micrahprojects.com.au

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

9 Finch Avenue Rydalmere NSW 2116

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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 2017), usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an uncashed <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>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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 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

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 (a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount payable*;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositor* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *seller's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *-serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 served at the earliest time it is served, if it is served more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *-serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.5 –
- 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 not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General or the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

31 Foreign Resident Capital Gains Withholding

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

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

9 Finch Avenue RYDALMERE NSW 2116

Special Conditions

BETWEEN:

“as VENDOR”

AND

“as PURCHASERS”

If there is any conflict between any provision of the Special Conditions of Sale and any provision of the printed Contract for Sale 2018, the provision of the Special Conditions of Sale will prevail.

1. Discharge of Mortgage etc

The vendor shall not be required to register prior to completion any Mortgage or Mortgages, Writ or Writs registered on the Title to the subject property and/ or remove any Caveat or Caveats and the purchaser shall accept on completion a Discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

2. Whole of Agreement

The purchaser acknowledges that the purchaser does not rely in this contract upon any warranty or representation made except as are expressly provided herein but has relied entirely upon the purchaser's inspection of the property and the purchaser's own enquires relating thereto.

3. Representations and Condition of the Property

3.1 No statement, representation or other warranty is made by or on behalf of the Vendor either expressly or impliedly as to:

- a) The property or its value;
- b) The rights, privileges and obligations relating to the property or part thereof;
- c) Any consents, approvals, permits or licences desirable or required to be held for the construction of any improvement on the lot or for the present use of the property have been obtained, or having been obtained have been complied with in all respects;
- d) Any *work orders*;
- e) Any easement or restriction on use;
- f) The owner of any Chattels or personal property;
- g) The existence of any fixtures, the quality, viability, profitability, condition, state of repair or fitness or suitability for any use or purpose or prospective use or purpose of the property or any part thereof; and
- h) Any compliance or non-compliance with the *Local Government Act 1993 (NSW)* or *Swimming Pools Act 1992 (NSW)*

3.2 Purchaser Warranty

The Purchaser represents and warrants:

- a) It has relied upon the Purchaser's own inspection, enquiries, investigation and assessment as to the state and condition of the property and any matter relevant to the property together with any defects whether latent or patent;

- b) It has inspected the Section 10.7.2 certificate and the environmental planning instruments and all Council policies;
- c) It has made its own enquiries in relation to the Section 10.7.2 certificate;
- d) It has made its own enquiries and investigated all relevant environmental planning instruments (including draft environmental planning instruments) and Council policies; and
- e) It is aware of any restrictions and prohibitions on development of the property.

3.3 No reliance and exclusion of Vendor Warranties

The Purchaser acknowledges to the Vendor that:

- a) It has had ample opportunity before entering this Contract to inspect the property and to obtain building, pest and other reports on the condition of the property;
- b) It understands the property is sold in its present condition and that the price paid under the Contract reflects the condition of the property;
- c) It is satisfied as to the nature, quality, condition and state of repair of the property; and
- d) It accepts the property as it is and subject to all defects (latent and patent) and all infestations; and
- e) It is satisfied about the purposes and uses for which the property may be used; and
- f) It is satisfied that it will be able to secure satisfactory access rights to the property for use of the property or any development it may undertake.
- g) It was not induced to enter into this Contract by and did not rely on any representations and warranties by the Vendor, the Vendor's Agent or person on behalf of the Vendor about the subject matter of this Contract, including but not limited to representations and warranties in relation to:
 - i. The nature, fitness or suitability of the property for any purpose.
 - ii. Vehicular or other access to the property, or
 - iii. Any possible or potential financial return or income to be derived from the property,

Except those representations and warranties expressly set out in this Contract; the property is sold subject to any easement or restriction on use;

- h) It has taken appropriate independent advice on and is satisfied about:
 - i. The purchaser's obligations and rights under this Contract;
 - ii. The nature of the property and the purposes for which the property may be lawfully used;
 - iii. The Vendor's disclosures in and pursuant to this Contract;
 - iv. The Purchaser's entitlement (if any) to any income tax deductions of any type or nature under any law;
 - v. Vehicular and other access to the property and any possible restriction on such access by any relevant statutory authority; and
 - vi. The extent to which the property is capable of being developed.
- i) It is not entitled to make any objection, requisition or claim in relation to the condition or state of repair of the property; and

- j) It is not entitled to delay settlement of the Contract or refuse to settle the Contract or refuse to pay any part of the price upon settlement of the Contract due to any dispute of whatsoever nature relating to any inclusions or chattels.

- 3.4 The Purchaser may not make a claim or requisition, delay completion, rescind or terminate this Contract because of anything in connection with:
- a) any of the matters referred to in the Section 10.7 certificate or any other matters disclosed in this special condition.; or
 - b) loss, damage, infestation or defect (latent or patent) which may affect the property between the date of this Contract and completion except to the extent that the loss, damage, infestation or defect is caused by an act, omission or negligence of the Vendor; or
 - c) the existence or non-existence of any easement or right affecting or benefiting the property in respect of any service which passes through another property or any service for another property which passes through the property
 - d) the condition, restriction, existence or non-existence of vehicular access ways required for any development it may intend to undertake or obtain approval for on the property; or
 - e) any roof or surface water drainage being connected to the sewer; or
 - f) The presence in or on the property of any hazardous substance or contamination.
- 3.5 The purchaser agrees not to delay completion, take any action or make any claim for compensation or damages, costs or expenses against the Vendor in relation to the contents of the section 10.7 certificate or any other matters disclosed in this special condition.
- 3.6 The Purchaser shall not require the vendor to carry out any work or remove any rubbish or the like from the property, or any unwanted furniture, fittings or fixtures rubbish or any other items located on the property. The Purchaser agrees and accepts the property on completion in its then state of repair, cleanliness and tidiness.

4. Agents Commission Indemnity

The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the real estate agent disclosed in this contract and hereby agrees to indemnify the vendor against any claim action, suit or demand for agents commission that may be made against the vendor and arising out of completion of this contract and should it be proved that the purchaser was so introduced by such an agent. This clause shall not merge on completion.

5. Completion

- 5.1 The time for completion of this contract shall be **42** days from the contract date unless indicated otherwise on the front page of contract (herein after referred to as the "Completion Date"). Should either party be unable to complete this contract by the completion date than the other shall, at any time thereafter be at liberty to make time of the essence of this contract by serving a Notice to Complete, of not less than 14 days' duration, requiring completion within the time set out in that Notice. The 14 day period shall be deemed to be sufficient and reasonable.
- 5.2 The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this contract. The vendor you will shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge of the property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

6. Liquidated Damages

- 6.1 If the purchaser does not complete this contract by the day stipulated for completion (the "Completion Date") then the purchaser must pay to the vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance purchase price of the ten per centum (10%) per annum calculated from the day stipulated for completion but excluding the day of the actual completion or termination. The interest calculated on daily balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion. The purchaser shall not require the vendor to complete this contract until such payment is made and such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the vendor. Furthermore, the purchaser agrees to pay as an adjustment on settlement the sum of \$330 (inclusive of GST) representing agreed expenses incurred by the vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the purchaser.
- 6.2 Payment of interest and the agreed expenses of the vendor under this clause is an essential term of this contract.
- 6.3 The purchaser need not pay interest under this clause for any period that the purchaser's failure to complete is caused solely by the vendor.

7. Death or Mental Illness

Without any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included in this contract, should a party (or if more than one, any of them) prior to completion die or become mentally ill, then either party may rescind this contract by notice in writing to the purchaser or vendor and thereupon this contract shall forthwith be at an end and the provision of the clause 19 hereof shall apply.

8. Purchasers Warranty

- 8.1 The purchaser warrants that:
- a) The purchaser (and if more than one than each of them) is ordinarily resident in Australia within meaning of Foreign Acquisitions and Takeovers Act 1975;
 - b) The provision of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this purchase.
- 8.2 In the event of there being such a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.

9. Amendments to Printed Form of contract

The Printed clauses of this Contract are amended as set out hereunder:

- (a) **Printed Conditions** means the 2018 edition of the standard contract for the sale and purchase of land in New South Wales.
- (b) Printed Condition 3 is deleted.

- (c) Printed Condition 5.1 is deleted.
- (d) Printed Condition 7 is amended as follows:
 - (i) Printed Conditions 7.1.1 and 7.1.3 is deleted:
 - (ii) The following new printed Condition 7.1.3 is substituted:
"7.1.3 The purchaser does not serve notice waiving the claims by the date for completion or the date occurring 10 Business Days after service of the claim (whichever is the earlier); and"
 - (iii) By replacing the words "before completion" in the first paragraph with the words "within 28 days after the date of this Contract"
 - (iv) Printed Conditions 7.2.1, 7.2.2 and 7.2.5 are deleted, and "1 month" and "3 months" are replaced with "one week" and "2 weeks" in Printed Conditions 7.2.3 and 7.2.6 respectively.
 - (v) Clause 7.2.6: by adding at the end of the sentence the words "and the amount held and all net interest must be paid to the Vendor."
- (e) Printed Conditions 8.1.1 and 8.1.2 are deleted and the following new Printed Conditions substituted:
 - "8.1.1 The vendor is 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"
- (f) Printed Condition 8.2 is deleted.
- (g) Printed Condition 10 is amended as follows:
 - (i) Clause 10.1 by deleting the first line and replacing with "The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of".
 - (ii) Clause 10.1.8: by replacing the word "substance" with the word "existence".
 - (iii) Clause 10.1.9: by replacing the word "substance" with the word "existence".
- (h) Printed Condition 10.2, add the words ", improvements or finishes" after "inclusions".
- (i) Printed Condition Clause 14.4.2 is amended by deleting it entirely and replacing with: "by adjusting the actual land tax assessed for the subject property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional area basis." For the avoidance of doubt, Land Tax is payable and is to be adjusted on the actual amount assessed against the property irrespective of any other terms and conditions in this Contract (even if the Land Tax adjustment is not crossed on the front page of contract).
- (j) Printed Condition 14.8 is deleted.
- (k) Printed Condition 16.5, the words "plus another 20% of that fee" are deleted.
- (l) Printed Condition 16.8 is deleted.
- (m) Printed Condition 19.1.2 is deleted and the following new Printed Conditions 19.1.2 and 19.1.3 are substituted:
 - "19.1.2 Only if the party provides notice of intention to rescind, being a notice that specifies the event that the party alleges then entitles it to rescind; and
 - 19.1.3 if, within 14 days after service of the notice under Printed Condition 19.1.2, there is no agreements between parties as to what action (other than rescission) should be taken in relation to the event specified in the notice."
- (n) Printed Condition 19.2.3 is deleted.
- (o) Printed Condition 20.6, the following new Printed Condition is inserted:
"Clause 20.6.5: insert the words 'or by email' after the words 'by fax' and insert following words at the end to read as follows;
'a notice or document shall be deemed to have been sufficiently served for the purposes of this contract if the notice or document is sent by facsimile transmission (provided that the party on which service is effected displays a facsimile number on their letterhead, on the Law Society website or on their own website) and in any such case shall be deemed to be duly given or made when the transmission has been completed, and the production of a transmission report by the sender's facsimile machine shall be prima facie evidence of the time and fact of such transmission, except where:
 - (i) the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile shall be transmission shall be deemed not to have been given or made that time; or

- (ii) the time of dispatch of the facsimile is after 5:00 pm on a day which business is generally carried on in the place to which such notice or document shall be deemed to have been received by the recipient at the commencement of business of the next working day at such place.”
- “20.6.8 Served on the next business day, where a document is served on a day that is not a business day”.
- (p) Printed Condition 23.9 is deleted.
- (q) In Printed Condition 23.13 and 23.14, delete “7 days” and substitute “2 Business Days”.
- (r) Printed Conditions 23.17 and 24-29 are deleted.
- (s) Printed Condition 31.2.1 delete the words “at least five days” and replace with “at least 21 days”.
- (t) Printed Condition 31.2.3 delete and replace with “ handed the settlement cheque to the Vendor on completion” and
- (u) Printed Condition 31.4 amend by deleting “7 days” and replacing with “2 days”.

10. Investment of Deposit

If this contract provides for the investment of the deposit the parties must promptly advise the deposit holder of their respective tax file numbers and do all things reasonably necessary to facilitate the investment of the deposit.

11. Early Release of Deposit

Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the vendors agent is authorised to release to the vendor the deposit paid hereunder on exchange of contracts PROVIDED THAT such monies so released shall only be used by the vendor to assist in the purchase of real property or for the payment of stamp duty in respect of such property or to discharge any mortgage or encumbrance recorded on title to enable the vendor to complete the contract with the purchaser and shall only be paid into the trust account of a licensed real estate or solicitor or in favour of the mortgagee by way of bank cheque or to Revenue NSW and shall not be further released without the consent of the purchaser until completion.

If any parts of this clause herein are relied upon by the vendor, then the deposit provisions contained herein shall not apply and any such release of deposit shall not affect the purchaser's right to a refund of the deposit.

12. Payment of Deposit

In the event;

- a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- b) The purchase, with the prior consent of the Vendor, has paid a deposit of less than ten per centum (10%) of the purchase price; and
- c) The vendor terminates this contract;

Then the vendor shall be entitled to immediately recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this is a right and shall be in addition to and shall not be limited to any remedies available to the vendor herein contained or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

13. Error in Adjustments

Each party to this Contract agrees that If on completion of any apportionment of outgoings required to be made under this Contract is overlooked or Incorrectly calculated, any party upon being so

requested by the other party, shall forthwith make the correct calculation and pay such amount to the other party as shown by such calculation to be payable. This clause shall not merge on completion of this contract.

14. Survey Report

If a survey report is attached to this contract;

- a) The purchaser acknowledges that there is no obligation or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the property which encroach onto the land adjoining the property; and
- b) The vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

15. Building Certificate

If a building certificate under section 172 of the Local Government Act is attached to this contract, the purchaser shall not be entitled to make any requisitions, objection or claim for compensation in respect of any matter arising throughout.

16. Deposit Bond

- 16.1 In this contract, the word "Bond/ Guarantee" means the Deposit Power Bond/ Guarantee issued to the Vendor at the request of the Purchaser by (the "Guarantor") and in, and to the effect of, the form annexed hereto.
- 16.2 The delivery of the Bond/Guarantee no later than the time the deposit is required to be paid under this contract to the person ("Deposit holder") nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Bond/ Guarantee be deemed to be payment of the deposit in accordance with this contract.
- 16.3 On completion of this contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond/ Guarantee, either by way of cash or unendorsed Bank Cheque.
- 16.4 If the Vendor serves on the Purchaser a notice of termination then to the extent that the amount has not already been paid by the Guarantor under the Bond/ Guarantee, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Deposit holder.
- 16.5 The vendor acknowledges that payment by the Guarantor under the Bond/ Guarantee shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the deposit under the previous paragraph.
- 16.6 The vendor acknowledges that the Bond/ Guarantee ceased to have effect, and the Guarantor ceases to be liable under the Bond/Guarantee, from and including the Expiry Date of the Bond.

17. Vendor's Disclosure – Smoke Alarm

If this Contract relates to land on which a building is situated and Smoke Alarms or Heat Alarms are required to be installed in the building by Division 7A (Smoke Alarms) of Part 9 (Fire Safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 the Vendor discloses that the building complies with that requirement. [In so far as Clause 186F(1) of the Environmental Planning and Assessment Regulation provides that there is no legal obligation to install Smoke Alarms in relevant buildings until 1 November 2006, the

Vendor relies on that Regulation in providing this statement pursuant to the Conveyancing (Sale of Land) Amendment (Smoke Alarms Regulation 2006] in the event that Smoke Alarms have not been installed in the building the Purchaser cannot make any objections requisition or claim for compensation in relation to the installation or non-installation of Smoke Alarms prior to 1 November, 2006.

18. Guarantee and Indemnity – Purchaser a Corporation

- 18.1 In consideration of the Vendor entering into this contract with a Purchaser purporting to be a corporation, at the request of the person/s who sign this contract on behalf of the Purchaser (“guarantor”) the guarantor (if more than one jointly and severally) hereby:
- a) Warrants that the Purchaser is incorporated;
 - b) Guarantees to the Vendor the observance by the Purchaser of the terms of this contract;
 - c) Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;
 - d) Agrees that the indemnity in paragraph (iii) herein shall continue and the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the Vendor has exercised any of its rights under this contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.
 - e) Shall ensure that two natural persons execute and deliver to the Vendor’s solicitor, with this Contract, a guarantee and indemnity in the form required by the Vendor
 - f) This clause shall not merge on completion

19. Conditions of Sale by auction

- 19.1 The provisions of the standard contract in the box entitled “Auction-Conditions of sale on page 3 shall not apply.
- 19.2 If this property is to be sold by auction then the following conditions of sale apply:
- a) The principal’s reserve price must be given in writing to the auctioneer before the auction commences.
 - b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c) The highest bidder is the purchaser, subject to any reserve price.
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer’s decision is final
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer’s opinion, is not in the best interest of the seller.
 - f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g) A bid cannot be made or accept after the fall of the hammer.
 - h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 19.3 The following further conditions apply to and in respect of the sale by auction of residential property rural land:
- 19.4 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

- 19.5 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- 19.6 When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

20. Service of Notices

In addition to the Printed Conditions, for the purposes of the service of any notice, letter, document or plan by mail which is required to be so served pursuant to this Contract, such notice shall be deemed to have been sufficiently served on the date which is two days after the date of posting provided further that if such notice is served by facsimile transmission or by electronic mail (email) to the party required to be served, then such notice shall be deemed to be sufficiently served on the date sent. For the avoidance of doubt, each party agrees to service of notices by facsimile transmission or electronic mail (email). For the purpose of this clause the email address of a party is the email address set out in the contract of sale or notified from time to time by the addressee to the sender and the fax number of a party is the fax number set out in the Contract or as notified from time to time by the addressee to the sender.

21. Land Tax Payable by Purchaser Notwithstanding

Notwithstanding any other provision herein relating to the payment of land tax by the Purchaser - if the Vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to the 31 December of the given year and the Purchaser delays completion or requests a completion date after 31 December – the Purchaser shall pay the Vendor on completion as part of the settlement monies the land tax.

22. Cancelled Settlement

If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$110.00 (inclusive of GST) for each instance is payable to the vendor which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

23. Whole Agreement

This Contract constitutes the entire agreement between the parties concerning its subject matter and all previous agreements, undertakings and negotiations on that subject matter cease to have effect.

24. GST

To the extent that there is any inconsistency between clause 13 and this clause, the provisions of this clause shall prevail.

- 24.1 All terms used in this clause have the meaning given to those terms in the GST Act.
- 24.2 Unless this contract expressly states otherwise, the consideration and other amounts payable are expressed on an exclusive of GST basis.
- 24.3 If any supply made under or in connection with this contract is subject to GST, then in respect of that supply:
- a) The purchaser must pay an amount to the vendor in addition to the relevant GST-exclusive consideration; and
 - b) The additional amount payable is:
 - An amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and

- Payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates.
- 24.4 The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the GST Act).
- 24.5 If on completion all amounts to be adjusted under this contract are not actually adjusted, the vendor must give the purchaser another tax invoice or an adjustment note (as the case required) within 14 days after any further adjustment is made.
- 24.6 The purchaser warrants it is GST registered at the date hereof or alternatively will be GST registered at the date of completion.

This Clause shall not merge on completion.

25. Section 47 Land Tax certificate

The Vendor warrants and the Purchaser acknowledges that the Vendor will provide section 47 Land Tax Certificate, in accordance to the provisions of the Conveyancing (Sale of Land) Regulation 2010 as amended, to the Purchaser not later than 2 days prior to Settlement/completion of this Contract. The Vendor further warrants and the Purchaser acknowledges the Vendor will attend to payment, if applicable, to clear such certificate on Settlement/Completion of this Contract, and the Purchaser cannot make a claim or requisition or rescind, delay settlement or terminate in regard to this clause.

Completion of the contract cannot be delayed by the Purchaser for the date the Vendor serves on the Purchaser or the Purchaser's representative a section 47 land tax certificate. The Vendor is not regarded as unable, not ready or unwilling to complete because of the date the Vendor serves on the Purchaser or the purchaser all 's representative a section 47 land tax certificate. The Vendor is entitled to serve a notice to complete on the Purchaser despite the date the section 47 land tax certificate is provided.

26. Withholding Tax

- 26.1 This Special Condition applies to a sale which is not an excluded transaction under Section 14-215 of the Taxation Administration Act 1959 (the "TA Act") and a clearance Certificate within the meaning of Section 14-220 of TA ("Clearance Certificate") which is current at the completion date for every Vendor is not attached to this contract.
- 26.2 If the Purchaser serves at least 14 days before completion evidence of the purchaser having submitted a payment notification under the TA Act to the Australian Taxation Office the Vendor must direct the Purchaser on completion to produce a settlement cheque for the remittance amount payable to the Deputy Commissioner of Taxation and the Purchaser must forward that settlement cheque to the Deputy Commissioner of Taxation immediately after completion and serve evidence of receipt of payment of the remittance amount upon the Vendor. The Purchaser shall not be required to complete this Contract unless that direction is given by the Vendor and the Vendor cannot refuse to complete this contract if the Purchaser complies with this Special Condition.
- 26.3 If the Vendor serves a clearance certificate or a variation under Section 14-235 of the TA Act the Purchaser does not have to complete earlier than two days after it is served.
- 26.4 Clause (ii) does not apply if the Vendor serves a clearance certificate for every Vendor.

27. Electronic Signatures

- 27.1 The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the vendors or purchasers which are facsimile, photocopy or any other form of electronic signatures.
- 27.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.
- 27.3 The parties agreed that the cover page of Contract bearing original signatures must be dated the same date as this Contract.
- 27.4 The parties agree that they shall not make a requisitions objection claim or delay completion due to the matter of execution of this Contract as at the exchange date.

Water and Council Adjustments

If at the time of completion no separate assessment for council rates or for water and sewerage rates (or either of them) have issued in respect to the property for the current year of current quarter, then the purchaser agrees to accept One Thousand Eight Hundred Dollars (\$1,800.00) as the amount payable for Council rates for the current rating year and Two Hundred and Fifty Dollars (\$250.00) as the amount payable for water and sewerage rates for the current quarter from which separate assessments have not been issued as aforesaid in each of the lots in the plan hereby solid and for the purpose of adjustment that shall be made under clause 14 hereof which adjustments shall be made on a deemed paid basis for the respective year of quarter in question and no regard is to be had to the actual assessment issued from the appropriate authorities subsequent to settlement. The vendor will forthwith upon assessment pay the full rates for the year and/or quarter of adjustment without further obligation on the purchaser and this clause shall not merge on completion.

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]

.....
[Witness]

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

.....
[Guarantor]

.....
[Witness]



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1241696

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/5/2019	10:27 AM	1	13/5/2019

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

LAND

LOT 1 IN DEPOSITED PLAN 1241696
AT RYDALMERE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1241696

FIRST SCHEDULE

MICRAH PROJECTS PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN211927 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 3 AN816493 RESTRICTION(S) ON THE USE OF LAND
- 4 AN816494 POSITIVE COVENANT
- 5 DP1241696 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1241696 EASEMENT FOR OVERHANG VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1241696 EASEMENT FOR OVERHANG VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1241696 EASEMENT TO DRAIN WATER 2.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1241696 RESTRICTION(S) ON THE USE OF LAND
- 10 DP1241696 POSITIVE COVENANT
- 11 DP1241696 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

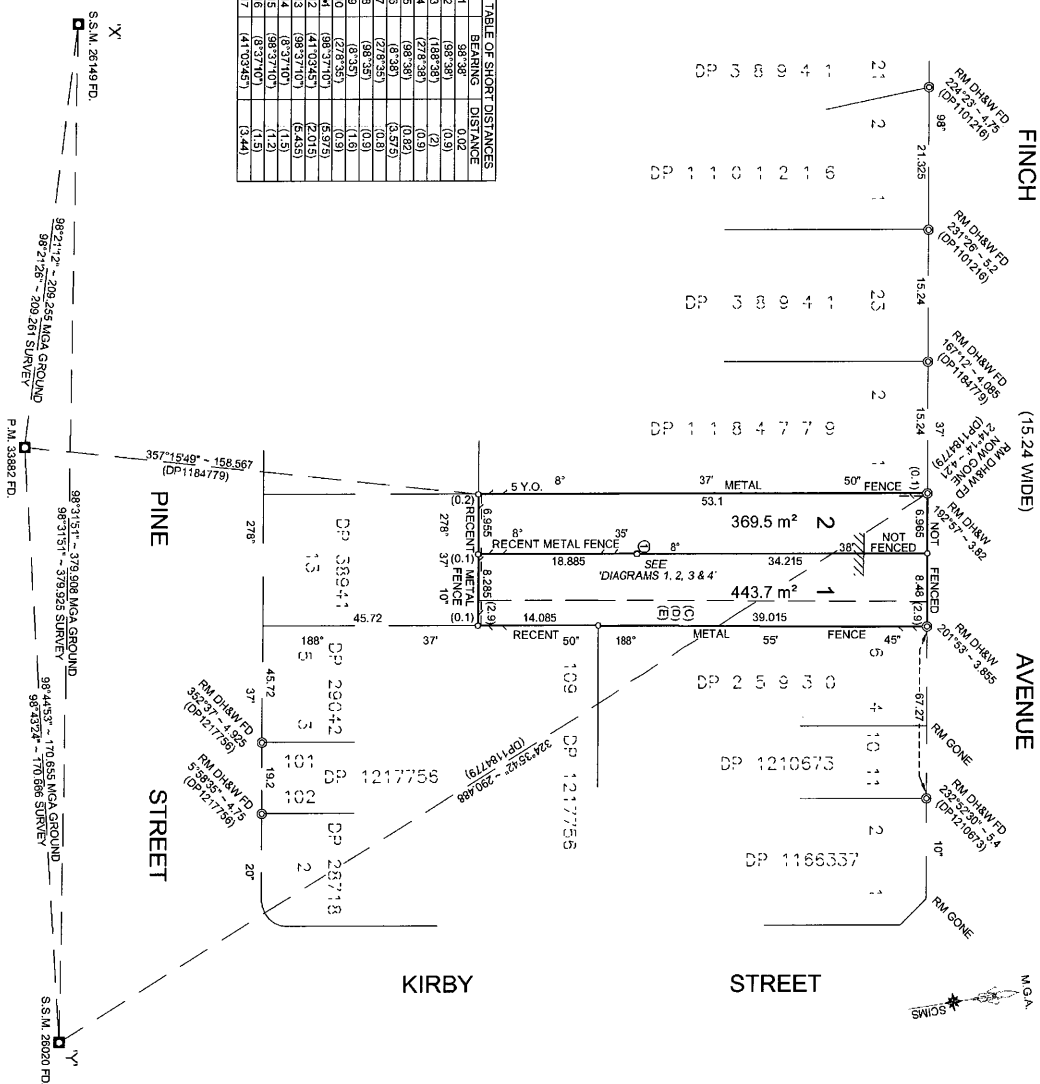
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

lnrm1e00

PRINTED ON 16/5/2019

BEARING	DISTANCE
1	58.36
2	(88.38)
3	(188.38)
4	(278.38)
5	(98.38)
6	(278.38)
7	(98.38)
8	(98.38)
9	(9.57)
10	(278.38)
11	(98.37)
12	(41.03)
13	(8.37)
14	(8.37)
15	(8.37)
16	(8.37)
17	(41.03)



SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORGR	METHOD	ORIGIN
STA 26020	319 817.480	6 256 822.646	B	2	FROM SCIMS	SCIMS
STA 26149	319 141.788	6 256 879.001	B	2	FROM SCIMS	SCIMS
STA 33882	319 248.821	6 256 848.601	C	3	FROM SCIMS	SCIMS

ZONED SURVEY FACTORY: 0399241 MGA ZONE: 35
 MGA DATUM: GDA94
 DATA COORDINATES WERE ADJUSTED FROM SCIMS ON 22.10.2018

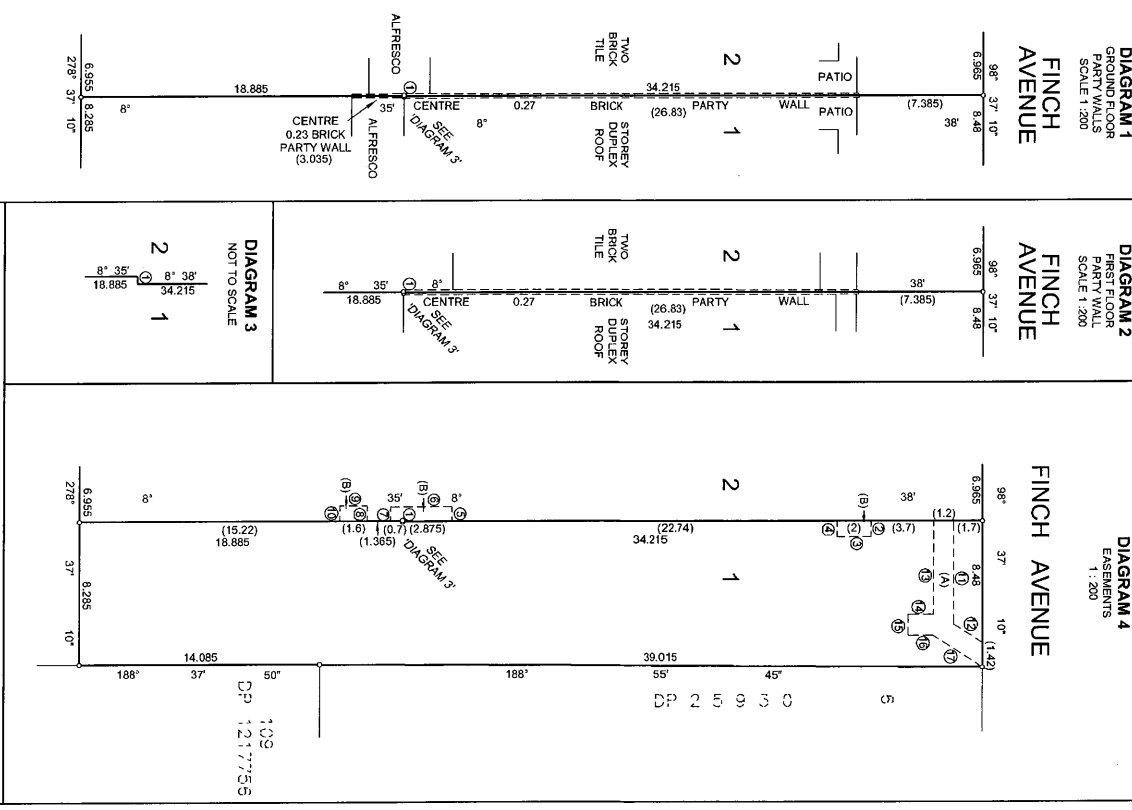
SURVEYOR
 Name: SIMON P. CHENG
 Date: 22.10.2018
 Reference: 37201 / S

PLAN OF SUBDIVISION OF LOT 25 IN DP 38941

LGA: CITY OF PARAMATTA
 Locality: RYDALMERE
 Reduction Ratio: 1:400
 Lengths are in metres

REGISTERED
 13.5.2019

DP1241696



(A) EASEMENT TO DRAIN WATER 1.2 WIDE
 (B) EASEMENT TO DRAIN WATER 1.2 WIDE
 (C) EASEMENT TO DRAIN WATER 1.2 WIDE
 (D) RESTRICTION ON THE USE OF LAND
 (E) POSITIVE COVENANT

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered: 13.5.2019 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1241696</h1>	
PLAN OF SUBDIVISION OF LOT 25 IN DP 38941	L G A CITY OF PARRAMATTA Locality: RYDALMERE Parish: FIELD OF MARS County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>SIMON P. CHENG</u> of <u>317 / 5 CELEBRATION DRIVE, BELLA VISTA NSW 2153</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>22.10.2018</u> , or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: <u>X - Y</u> Type: *Urban / *Rural The terrain is *Level-Undulating / *Steep-Mountainous Signature: Dated: <u>22.10.18</u> Surveyor Identification No: <u>806</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike out inappropriate words ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given Signature:..... Date:..... File Number:..... Office:..... <p style="text-align: center;">Subdivision Certificate</p> I, <u>MARK KOSTA</u> * Authorised Person / *General Manager / *Accredited Certifier, certify that the provisions of section 6.45 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number..... Consent Authority: <u>CITY OF PARRAMATTA COUNCIL</u> Date of endorsement: <u>21/3/2019</u> Subdivision Certificate number: <u>SC/4/2019</u> File number:..... * Strike through if inapplicable	
Plans used in the preparation of survey / compilation DP 38941 DP 1184779 DP 1101216 DP 1210673 DP 1217756	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 37201 / S	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

* 109J AMENDED IN NSW LRS AT REQUEST OF LOCAL GOVERNMENT AUTHORITY

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only
 Registered:  13.5.2019

Office Use Only
DP1241696

PLAN OF SUBDIVISION OF LOT 25 IN DP 38941

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

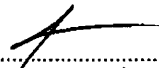
Subdivision Certificate number..... *SC/4/2019*
 Date of Endorsement:..... *21/3/2019*

LOT	Street number	Street name	Street type	Locality
1	NOT AVAILABLE	FINCH	AVENUE	RYDALMERE
2	NOT AVAILABLE	FINCH	AVENUE	RYDALMERE

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED TO CREATE:

- (1) - EASEMENT TO DRAIN WATER 1.2 WIDE
- (2) - EASEMENT FOR OVERHANG VARIABLE WIDTH
- (3) - EASEMENT TO DRAIN WATER 2.9 WIDE
- (4) - RESTRICTION ON THE USE OF LAND
- (5) - POSITIVE COVENANT

Micrah Projects Pty Ltd
 (ACN: 41114693964)



 Sole Director / Secretary

.....
 Secretary

Najib Rehna

 Name of Director / Secretary
 Sole

.....
 Name Secretary


If space is insufficient use additional annexure sheet


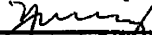


Surveyor's Reference: 37201 / S

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:  13.5.2019	<h1>DP1241696</h1>
PLAN OF SUBDIVISION OF LOT 25 IN DP 38941	
Subdivision Certificate number <u>SC/4/2019</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">● A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>● Statement of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>● Signatures and seals - see 195D <i>Conveyancing Act 1919</i>● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement: <u>21/3/2019</u>	

Mortgagee under Mortgage No. AN 211927
Signed at Liverpool this 25 day of March
2017 for National Australia Bank Limited ABN 12 004 044 937
by Jon Gwllg its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney 
Witness Signature 
Witness Name NERISSA SANCHEZ
Witness Address 50 Macquarie St Liverpool NSW 2170

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37201 / S

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

ePlan

(Sheet 1 of 5 sheets)

Plan: **DP1241696**

of Subdivision of Lot 25 in
DP 38941 covered by Subdivision
Certificate No. *SC/4/2019*
of *21/3/2019*

**Full Name and Address of the
owner of the Land:**

Micrah Projects Pty Ltd
9 Finch Avenue Street
RYDALMERE NSW 2116

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.2 wide	1	2
2	Easement for Overhang variable width	1 2	2 1
3	Easement to Drain Water 2.9 wide	1	City of Parramatta Council
4	Restriction on the Use of Land	1	City of Parramatta Council
5	Positive Covenant	1	City of Parramatta Council

PART 2

1. Terms of Easement to Drain Water 2.9 wide thirdly referred to in the plan:

Easement to drain water as set out in Part III of Schedule VIII of the Conveyancing Act 1919 as amended subject to the right of any overhang of a building or structure erected on the land herein indicated as the servient tenement to encroach upon the Easement to Drain Water 2.9 wide

Approved by

MARK LOSTA

Name

on behalf of

City of Parramatta Council

Authorised Person

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

ePlan

(Sheet 2 of 5 sheets)

Plan: **DP1241696**

of Subdivision of Lot 25 In
DP 38941 covered by Subdivision
Certificate No. *SC/4/2019*
of *21/3/2019*

PART 2

2. Terms of Restriction of the use of land fourthly referred to in the plan:

1. The registered proprietor of the lot burdened, in respect of the "overland flow path" hereinafter also termed as "overland flow path/Flood zone" i.e the area covered by the 100 years ARI overland flood as identified on the accompanying linen plan.
 - (a) not erect or suffer to permit any building, structure or erection on the whole or in part of the area of the land burdened as the "overland flow path/flood Zone" without the prior written approval of City of Parramatta Council.
 - (b) not place or construction of any structures, walls, fences, fill or other items which may impede the free flow of overland flow within that zone
 - (c) shall not make or permit the making of any alterations to the existing profile and ground levels which will reduce the characteristics or capacity of the overland flow path.
 - (d) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any item and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
 - (e) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

2. This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act

Any area lying below the 100 years ARI Flood level on the lot burdened is hereafter referred to as "Overland Flow Path/Flood Zone" The "Overland Flow Path/Flood Zone" restriction is shown on the accompany plan and held on Council File No. DA/783/2016.

Approved by

MARK LEOTA

.....
Name

on behalf of

City of Parramatta Council

Mark Leota
.....
Authorised Person

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

ePlan

(Sheet 3 of 5 sheets)

Plan: **DP1241696**

of Subdivision of Lot 25 In
DP 38941 covered by Subdivision
Certificate No. *SC/4/2019*
of *21/3/2019*

PART 2 (cont)

3. Terms of positive covenant numbered 5 in the plan:

1. The registered proprietor(s) covenant as follows with the Council benefited in respect to floodway constructed on the lots(s), that they will:
 - (a) Keep the floodway clean and free from silt, rubbish and debris;
 - (b) Maintain and repair the floodway at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner.
 - (c) For the purposes of ensuring observance of this covenant, permit City of Parramatta Council to enter the land and inspect the condition of the floodway and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the floodway and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and

Approved by

MARK CROTTA

.....
Name

on behalf of

City of Parramatta Council

M. Crootta
.....

Authorised Person

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

ePlan

(Sheet 4 of 5 sheets)

Plan: **DP1241696**

of Subdivision of Lot 25 In
DP 38941 covered by Subdivision
Certificate No. *SC/4/2019*
of *21/3/2019*

PART 2 (cont)

- (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) Any expense reasonably incurred by it is exercising its powers under sub-paragraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervision and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

Name of Authority having the power to release vary or modify the Restriction fourthly referred to and the Positive Covenant fifthly referred to is: **City of Parramatta Council**

Approved by

MARK LEOTA

Name

on behalf of

City of Parramatta Council

Mark Leota

Authorised Person

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

ePlan

(Sheet 5 of 5 sheets)

Plan: **DP1241696**

of Subdivision of Lot 25 In
DP 38941 covered by Subdivision
Certificate No. SC/4/2019
of 21/3/2019

EXECUTED by
Micrah Projects Pty Ltd
(ACN: 4114693962)
in accordance with Section 127 of the
Corporations Act 2001

.....
Sole Director/Secretary

.....
Name of Sole Director/Secretary

Mortgages under Mortgage No. AN211927
Signed at Liverpool this 28 day of March
2019 for National Australia Bank Limited ABN 12 004 044 937
by Jon Gausley its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name NERISSA SANCHEZ
Witness Address 50 Macquarie St Liverpool NSW 2170

The City of Parramatta Council by its authorised delegate
pursuant to s.377 Local Government Act 1919

.....
Signature of delegate

REGISTERED  13.5.2019

.....
Name of delegate

MARK COSTA
POSITION: GROUP MANAGER-DEVELOPMENT & TRAFFIC
I certify that I am an eligible witness
and that the delegate signed in my
presence.

Approved by

Signature: Eva Cosentino
Name: EVA COSENTINO
Address: 106 CHURCH STREET
PARRAMATTA

.....
Name of delegate
on behalf of
City of Parramatta Council

.....
Authorised Person

22/3

24091490

83



5

Lodger Details

Lodger Code
Name NATIONAL AUSTRALIA BANK
LIMITED
Address LEVEL 5
1 HOMEBUSH BAY DRIVE
RHODES
NSW
2138
Lodger Box 45A
Phone
Email
Reference

39U

LLPN:
123840P

NAB
C/- SAI GLOBAL Property
DX 885 SYDNEY
02 9210 0700

For Office U

AN211927L

**THE BACK OF THIS FORM
MUST NOT BE USED**

69814112- MICRAH

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference Part Land Affected? Land Description

25/38941

Mortgagor

Name MICRAH PROJECTS PTY LTD
ACN 114693962

Mortgagee

Name NATIONAL AUSTRALIA BANK LIMITED
ACN 004044937
Australian Credit licence 230686

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and conditions of this mortgage

- (a) Document Reference AG363688
- (b) Additional terms and conditions NIL

Mortgage Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

I certify that I am an eligible witness and that the mortgagee (or their attorney) who I have either known for more than 12 months, or I have sighted identifying documentation signed this mortgage in my presence.

Executed on behalf of NATIONAL AUSTRALIA BANK LIMITED

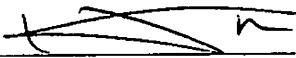
under delegation of authority

Signer Name LUTE KOLOMALU

Signer Organisation NATIONAL AUSTRALIA BANK LIMITED

Signer Role AUTHORISED OFFICER

Full Name of Witness LORETTA JUNOR

Witness Signature 

Signature 

Execution Date 12/3/18

Witness Address nab Lending Services
Level 5, Building C
1 Homebush Bay Drive
Rhodes NSW 2138

Form: 13RPA
Release: 3-1

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY



AN816493V

Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE** 25/38941

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Najib Rahme 2 Niblick cres datlands NSW 2117 0400 818081	CODE RV
Reference:		

(C) **REGISTERED PROPRIETOR** Of the above land
MICRAH PROJECTS PTY LTD 114 693 962

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AN211927	NATIONAL AUSTRALIA BANK LIMITED

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

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

DATE 12/10/2018

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

Signature of witness: *Fiva Cosentino*
 Name of witness: *FIVA COSENTINO*
 Address of witness: *126 CHUALA STREET PARRAMATTA*

Signature of authorised officer: *[Signature]*
 Name of authorised officer: *CLAIRE STEPHENS*
 Position of authorised officer: *A/UNIT MGR.*

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: MICRAH PROJECTS PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
 Name of authorised person: *Najib Rahme*
 Office held: *Sub director / Secretary*

Signature of authorised person:
 Name of authorised person:
 Office held:

(H) The mortgagee under mortgage No. AN211927 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
 Name of witness:
 Address of witness:

Signature of mortgagee:
SEE CONSENT

A

ANNEXURE "A"

**9 Finch Avenue, Rydalmere
Lot 25 DP 38941**

TERMS OF RESTRICTION ON THE USE OF LAND

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system which is constructed on the lot(s) burdened without prior consent in writing of City of Parramatta Council. The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system". The on-site Stormwater detention system is detailed on the plans approved by Phoenix Building Approvals Pty Ltd as Construction Certificate No. 180205 on 30/04/18.

A copy of this Construction Certificate is held on Council File No. DA/783/2016/A.

Name of Authority having the power to release, vary or modify the Restriction referred to is:
City of Parramatta Council.

EXECUTED by
MICRAH PROJECTS PTY LTD
(ACN: 114 693 962)
in accordance with Section 127 of the
Corporations Act 2001



.....
Sole Director/Secretary

Najib Rahme

.....
Name of Sole Director/Secretary



ANNEXURE "A" Cont'd...

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



.....
Signature of delegate

CLAIRE STEPHENS

.....
Name of delegate

POSITION: ALUNIT MGR

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

Approved by

.....
Name of delegate

on behalf of

City of Parramatta Council

Signature:



Name:

EVA COSENTINO

Address:

*126 CHUALA STREET
PARRAMATTA*

.....
-Authorised Person



National Australia Bank Limited
ABN 12 004 044 937

CONSENT TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Annexure to Restriction on the Use of Land by a Prescribed Authority

THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY WITH MICRAH PROJECTS PTY LTD AS REGISTERED PROPRIETOR AND CITY OF PARRAMATTA COUNCIL AS PRESCRIBED AUTHORITY

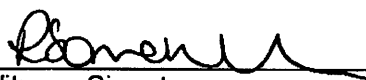
DATED 12/10/2018

Torrens Title: Folio Identifier 25/38941

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AN211927 hereby consents to the within **Restriction on the Use of Land by a Prescribed Authority** but without prejudice to and reserving all its rights powers and remedies under its Security.

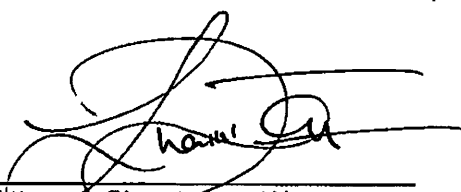
DATED at Liverpool this 26th day of October 2018.

SIGNED SEALED AND DELIVERED)
for and on behalf of **NATIONAL**)
AUSTRALIA BANK LIMITED)
ABN 12 004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)



Witness Signature
REBECCA SOMERVILLE
Associate

Print Name



Attorney Signature
HANH TRAN
SENIOR BUSINESS
BANKING MANAGER

Print Name

Form: 13PC
Release: 3-1

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



AN816494T

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

(A) **TORRENS TITLE** 25/38941

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Najib Rahme 2 Nibley Cres outlands NSW 2117 0400 81 80 81	CODE PC
Reference:		

(C) **REGISTERED PROPRIETOR** Of the above land
MICRAH PROJECTS PTY LTD 114693962

(D) **LESSEE MORTGAGEE or CHARGE** Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AN211927	NATIONAL AUSTRALIA BANK LIMITED

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

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

DATE 12/10/2018

(G) **Execution by the prescribed authority**

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

Signature of witness: FVA Cosentino
 Name of witness: FVA COSENTINO
 Address of witness: 126 CHURCH STREET PARRAMATTA

Signature of authorised officer: [Signature]
 Name of authorised officer: CAITIE STEPHENS
 Position of authorised officer: UNIT MGR

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: MICRAH PROJECTS PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____ Signature of authorised person: _____

Name of authorised person: Najib Rahme
 Office held: Sole director / Secretary

Name of authorised person: _____
 Office held: _____

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AN211927, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of mortgagee: _____
 Name of witness: SEE CONSENT
 Address of witness: _____

ANNEXURE "A"

**9 Finch Avenue, Rydalmere
Lot 25 DP 38941**

TERMS OF POSITIVE COVENANT

1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:
 - (a) keep the structure and works clean and free from silt, rubbish and debris
 - (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
 - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant
 - (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
 - (i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above

 - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

 - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act obtaining any injunction pursuant to section 88H of the Act.

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Phoenix Building Approvals Pty Ltd as Construction Certificate No. 180205 on 30/04/18 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

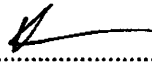
A copy of this Construction Certificate is held on Council File No. DA/783/2016/A.

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



ANNEXURE "A" Cont'd...

EXECUTED by
MICRAH PROJECTS PTY LTD
(ACN: 114693962)
in accordance with Section 127 of the
Corporations Act 2001



.....
Sole Director/Secretary

Najib Rahme.
.....
Name of Sole Director/Secretary



ANNEXURE "A" Cont'd...

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


.....
Signature of delegate

CLAIRE STEPHENS
.....
Name of delegate

POSITION: ALUNIT MGR.

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

Approved by

.....
Name of delegate
on behalf of
City of Parramatta Council

Signature: *FVA Coentino*

Name: *FVA COSENTINO*

Address: *126 CHURCH STREET
PARRAMATTA*

.....
Authorised Person



National Australia Bank Limited
ABN 12 004 044 937

CONSENT TO POSITIVE COVENANT

Annexure to Positive Covenant

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH MICRAH PROJECTS PTY LTD AS REGISTERED PROPRIETOR AND CITY OF PARRAMATTA COUNCIL AS PRESCRIBED AUTHORITY

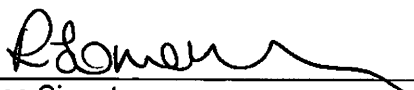
DATED 12/10/2018

Torrens Title: Folio Identifier 25/38941

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AN211927 hereby consents to the within Positive Covenant but without prejudice to and reserving all its rights powers and remedies under its Security.

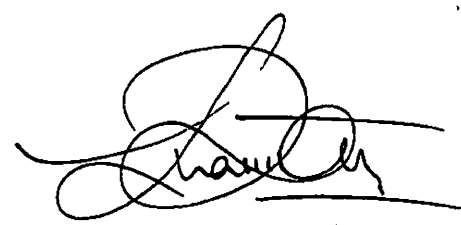
DATED at Liverpool this 26th day of October 2018.

SIGNED SEALED AND DELIVERED)
for and on behalf of **NATIONAL**)
AUSTRALIA BANK LIMITED)
ABN 12 004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)



Witness Signature
REBECCA SOMERVILLE
Associate

Print Name



Attorney Signature
MICHAEL TRAN
SENIOR BUSINESS
BANKING MANAGER

Print Name



CITY OF PARRAMATTA

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2019/2139
Fee: \$53.00
Issue Date: 16 May 2019
Receipt No: 5610068
Applicant Ref: CT: MICRAH:103902

DESCRIPTION OF LAND

Address: 9 Finch Avenue
RYDALMERE NSW 2116

Lot Details: Lot 1 DP 1241696

SECTION A

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

Parramatta Local Environmental Plan 2011

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

The land is zoned: R2 Low Density Residential PLEP2011

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

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

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

SECTION B**State Policies and Regional Environmental Plans**

The land is affected by State Environmental Planning Policies and Regional Environmental Plans as detailed in Annexure "B1".

Draft Local Environmental Plan

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

Planning Proposal - Housekeeping Amendment No. 3 – Parramatta LEP 2011

This land is affected by a planning proposal seeking to amend Parramatta Local Environmental Plan 2011. The planning proposal seeks to amend heritage listings, correct zoning and land reservation acquisition map anomalies. In addition, the

planning proposal proposes to amend Clause 6.12(5) and Clause 7.3 of the Parramatta Local Environmental Plan 2011.

Development Control Plan

The land is affected by Parramatta Development Control Plan 2011.

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

Development Standards

The land is affected by a minimum lot size of 600 square metres on the Minimum Lot Size for Dual Occupancy map of Parramatta Local Environmental Plan 2011.

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

Development Contribution Plan

The Parramatta Section 94A Development Contributions Plan (Amendment No. 5) applies to the land.

Heritage Item/Heritage Conservation Area

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

The land is not located in a heritage conservation area.

Road Widening

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

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

Land Reservation Acquisition

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

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

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

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

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

Contamination

The land is not affected by any of the matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed

- a. that the land to which the certificate relates is significantly contaminated land



- b. that the land to which the certificate relates is subject to a management order
- c. that the land to which the certificate relates is the subject of an approved voluntary management proposal
- d. that the land to which the certificate relates is subject to an ongoing maintenance order
- e. that the land to which the certificate relates is the subject of a site audit statement

Tree Preservation

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

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

Coastal Protection

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

NO

Council Policy

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

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

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

Mine Subsidence

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

Bushfire Land

The land is not bushfire prone land.

Threatened Species

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

Biodiversity certified land

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

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

Biodiversity stewardship sites

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

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

Native vegetation clearing set asides

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

Property vegetation plans

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

Paper Subdivision information

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

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

Loose-Fill Asbestos Register

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

Site verification certificates

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

Affected Building Notices and Building Product Rectification Orders

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

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



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

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

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

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

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

Note: Low Rise Medium Density Housing Code

The land is in a deferred area under Clause 3B.63 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Complying Development pursuant to the Low Rise Medium Density Housing Code **may not** be carried out on the land.

Housing Code; Rural Housing Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

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

SPECIAL NOTES

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

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

ANNEXURE "B1"

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act 1979. Note: The following information is supplied in respect of Section 10.7 and embodies the requirements of Department of Planning Circular No. A2 dated 17 March 1989 and the Ministerial Notification dated 15 December 1986.

STATE ENVIRONMENTAL PLANNING POLICY NO.1 - Development Standards

STATE ENVIRONMENTAL PLANNING POLICY NO.19 - Bushland in Urban Areas

STATE ENVIRONMENTAL PLANNING POLICY NO.21 – Caravan Parks

STATE ENVIRONMENTAL PLANNING POLICY NO.33 - Hazardous and Offensive Development

STATE ENVIRONMENTAL PLANNING POLICY NO.55 - Remediation of Land

STATE ENVIRONMENTAL PLANNING POLICY NO.64 - Advertising and Signage

STATE ENVIRONMENTAL PLANNING POLICY NO.65 – Design Quality of Residential
Flat Development.

STATE ENVIRONMENTAL PLANNING POLICY NO.70 – Affordable Housing (Revised
Schemes)

STATE ENVIRONMENTAL PLANNING POLICY – (Housing for Seniors or People with a Disability)
2004

STATE ENVIRONMENTAL PLANNING POLICY – (Building Sustainability Index: BASIX) 2004

STATE ENVIRONMENTAL PLANNING POLICY – (State Significant Precincts) 2005

STATE ENVIRONMENTAL PLANNING POLICY – (Mining, Petroleum Production and Extractive
Industries) 2007

STATE ENVIRONMENTAL PLANNING POLICY – (Miscellaneous Consent Provisions) 2007

STATE ENVIRONMENTAL PLANNING POLICY (Infrastructure) 2007

STATE ENVIRONMENTAL PLANNING POLICY (Exempt and Complying Development Codes) 2008

STATE ENVIRONMENTAL PLANNING POLICY (Affordable Rental Housing) 2009

STATE ENVIRONMENTAL PLANNING POLICY (Vegetation in Non-Rural Areas) 2017

STATE ENVIRONMENTAL PLANNING POLICY (Educational Establishments and Child Care Facilities) 2017

STATE ENVIRONMENTAL PLANNING POLICY (Concurrences) 2018

STATE ENVIRONMENTAL PLANNING POLICY (Primary Production and Rural Development) 2019

SYDNEY REGIONAL ENVIRONMENTAL PLAN NO.9 (No.2) - Extractive Industries

SYDNEY REGIONAL ENVIRONMENTAL PLAN NO.24 - Homebush Bay Area

SYDNEY REGIONAL ENVIRONMENTAL PLAN – (Sydney Harbour Catchment) 2005

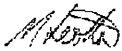
DRAFT STATE ENVIRONMENTAL PLANNING POLICY TO AMEND STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre

DRAFT STATE ENVIRONMENTAL PLANNING POLICY– Environment

N.B. All enquiries as to the application of Draft, State and Regional Environmental Planning Policies should be directed to The Department of Planning and Infrastructure – 23-33 Bridge Street Sydney NSW 2000

Rik Hart
Acting Chief Executive Officer

per



dated 16 May 2019

DIAGRAM OF SANITARY DRAINAGE

Municipality of **PARRAMATTA**

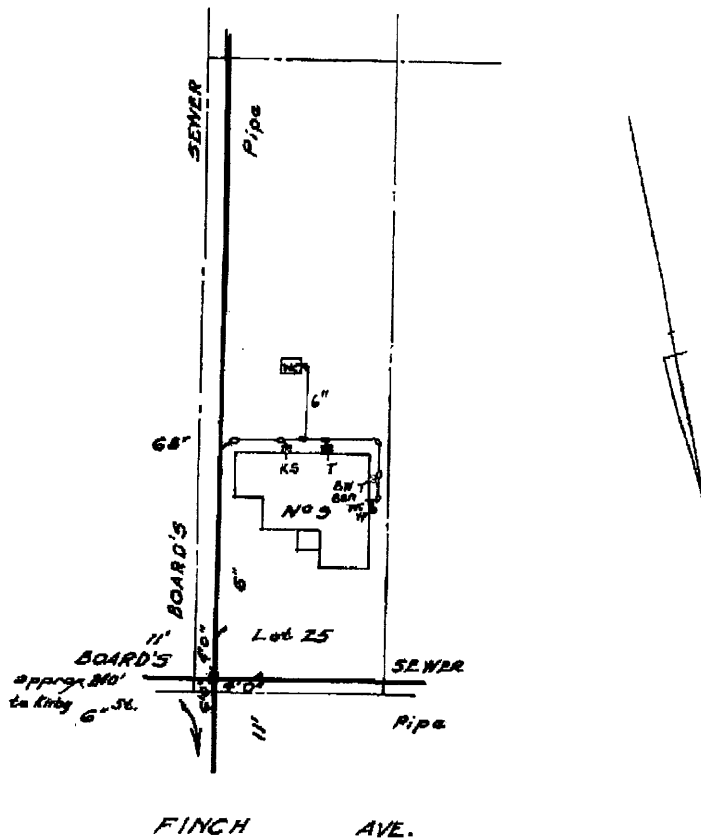
SEWER AVAILABLE

Diagram No. **161590**

- SYMBOLS AND ABBREVIATIONS**
- Boundary Trap
 - RL Reflex Valve
 - I.P. Induct Pipe
 - Fit
 - Cleaning Eye
 - M.F. Mice Flap
 - Bcr Grease Interceptor
 - VERT. Vertical Pipe
 - T Tubs
 - Gully
 - V.P. Vert. Pipe
 - K.S. Kitchen Sink
 - BRT. P. Trap
 - S.V.P. Soil Vent. Pipe
 - W.C. Water Closet
 - B.S. Basin
 - BRS Reflex Sink
 - D.C.C. Down Cast Cond
 - B.W. Bath Waste
 - 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.

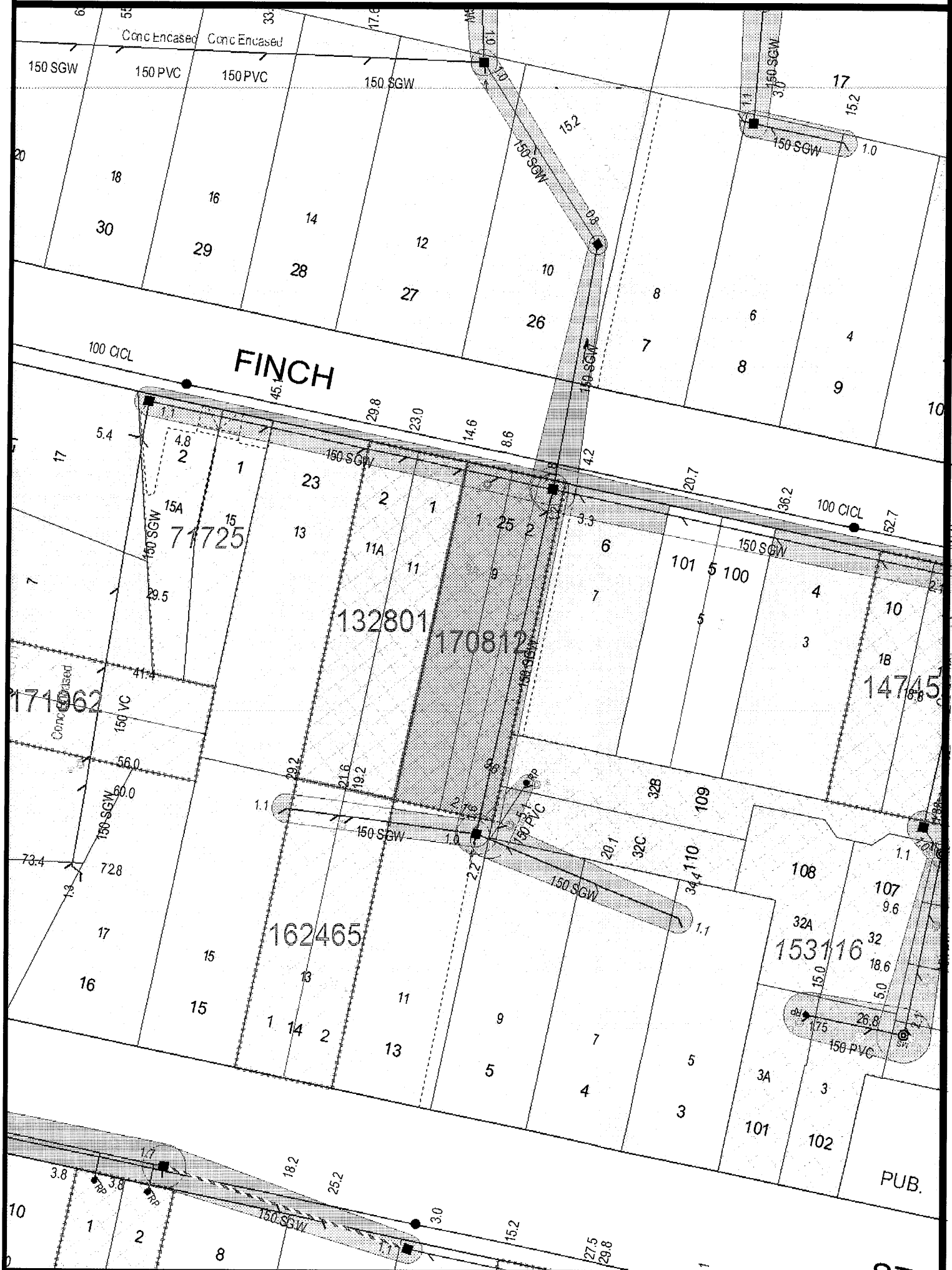


SHEET No. 5615

19
FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY			
W.C.	Designed by	DATE	Inspector
Bth	Inspector	/ /	FIRST VISIT
Shr			SUPRV'BN
Bsn	Examined by	/ /	PASSED
K.S.			DATE
T	Chief Inspector	/ /	Inspector
Pig			Checked
Dge. Int.			308 291
Dge. Ext.			

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



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**.



PHOENIX BUILDING APPROVALS PTY. LTD.

ACCREDITED CERTIFIERS & PCA

FINAL OCCUPATION CERTIFICATE

Environmental Planning & Assessment Regulation 2000 – Part B, Division 2

PRELIMINARIES

Certificate No.: 180205
Property: 9 Finch Street, Rydalmere NSW 2116
Description of Works: Demolition, tree removal, and construction of an attached two storey dual occupancy development with associated Torrens title subdivision.
Section 96(2) modifications to DA/783/2016 including changes to external facade and changes to the internal floor plan.
Applicant: Micrah Projects
Approval Date: 10/01/2019

DEVELOPMENT CONSENT DETAILS

Reference No: DA/783/2016, DA/783/2016/A
Date of Issue: 30/06/2017, 27/02/2018
Issuing Authority: City of Parramatta Council

CONSTRUCTION CERTIFICATE

Reference No: 180205
Date of Issue: 30/04/2018
Issuing Authority: Charbel El-Rihani

AREA OF OCCUPANCY

Date of Occupancy: 12/12/2018
Area of Occupancy: 9 Finch Street, Rydalmere NSW 2116

CERTIFYING AUTHORITY

Certifier: Charbel El-Rihani
Accredited By: BPB / 2495
Statement:

- A current Development Consent is in force;
- A current Construction Certificate has been issued with respect to the building plans & specifications;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia class 1a,10a;
- The health & safety of the occupants has been considered;

Contact Details: Level 1, Office 27, 35 Old Northern Rd Baulkham Hills NSW 2153
Contact Ph: 9639 8808 Fax:

Signed:



Phoenix Building Approvals Pty Ltd
Level 1, Office 27, 35 Old Northern Rd
Baulkham Hills NSW 2153
Phone: 9639 8808 Fax:
PO Box 396 NSW1755

christina@phoenixbuildingapprovals.com.au
www.phoenixbuildingapprovals.com.au

PHOENIX BUILDING APPROVALS PTY. LTD. ACCREDITED CERTIFIERS & PCA

OCCUPATION CERTIFICATE DOCUMENTATION	
ANNEXURE	TITLED
B	Electrical including Smoke Alarm Certificate
B	Termite Management Certificate
B	Final Id Survey Report
B	Plumbing Certificate
B	Stormwater Certificate
B	Waterproofing Certificate
B	Window Glazing including Shower Screen Certificate
B	Basix Compliance Certificate
B	Fire Rating Wall Certificate
B	Sydney Water Completion Certificate
B	Driveway Crossover Clearance certificate
B	Proof of arrangement for Electricity
B	Proof of release of the bond
B	Positive covenant for 2.90m wide drainage
B	Positive Covenant for maintenance of OSD
B	WAE
B	Section 73
B	Confirmation from council for street numbering
B	Structural Engineering Certificate
B	Post construction dilapidation report
A	Application form

Certificate in respect of insurance residential building work by contractors

Policy No: HBCF18015162

Policy Date: 22/03/2018

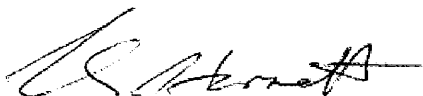
A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under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

In respect of	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Constru
Description of construction as advised by builder	Construction of double storey dual occupancy
At	
	9 Finch Avenue
	Rydalmere New South Wales 2118
Site plan number	NA
Site plan type	NA
Homeowner	Micrah Projects Pty Ltd ATF Micrah Group Unit Trust No2
Carried out by	MICRAH PROJECTS PTY LTD
Licence number	179145C
Builder job number	
Contract amount	\$440,000.00
Contract date	15/03/2018
Premium paid	\$8,166.63

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

Certificate No: HBCF18015162

Issued on: 22/03/2018



Signed on behalf of the insurer

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

icare hbcf