

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Shire Agents Suite 2/365 Port Hacking Road, Caringbah, NSW 2229 Australia	Phone: (02) 9524 2499
co-agent		
vendor	GB Dev Pty Ltd ACN 649 786 989 as trustee for 15 Crookwell Trust 13 Station Street, Kogarah, NSW 2217 Australia	
vendor's solicitor	Abboud & Co NSW 151 Georges River Road, Croydon Park NSW 2133 PO Box 411, Croydon Park NSW 2133	Phone: 02 9715 3563 Email: info@abboudandco.com.au Fax: Ref: MA:2140
date for completion	See special condition 5	(clause 15)
land (address, plan details and title reference)	15A Crookwell Avenue, Miranda, New South Wales 2228 Unregistered Plan: Lot 1 in an unregistered plan which is part of Lot 85 Plan 12061 Folio Identifier 1/	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" 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 ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☐ yes in full ☒ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make an **GSTRW payment**
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name: **GB Dev Pty Ltd ACN 649 786 989 as trustee for 15 Crookwell Trust**Supplier's ABN: **47 543 141 259**

Supplier's GST branch number (if applicable):

Supplier's business address: **13 Station Street, Kogarah, NSW 2217**Supplier's email address: **bryan@lloydsbuilding.com.au**Supplier's phone number: **0410 508 197**Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within 3 months* of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

Disclosure Statement – Off the Plan Contracts

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

VENDOR	GB Dev Pty Ltd ACN 649 786 989 as trustee for 15 Crookwell Trust
PROPERTY	15 Crookwell Avenue, Miranda 2228

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

DETAILS			
Completion	21 days from registration of plan	Refer to clause(s):	5
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 5
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	16121/01
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Yousuf Awada
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 2

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

1. Off the plan regulations

If the contract is an off the plan contract in accordance with Division 10 of Part 4 of the Conveyancing Act 1919, then the division applies and cannot be contracted out of and no provisions of this contract modify, exclude or restrict the operation of the division.

2. Deposited plan

- (a) The vendor shall proceed with all due dispatch to obtain consent of the council to a plan of subdivision substantially in the form attached and thereafter will lodge the subdivision plan at NSW Land Registry Services for registration as a deposited plan. If the subdivision plan has not been registered as a deposited plan within 6 months after the date hereof either party may at any time thereafter, but prior to the subdivision plan being registered as a deposited plan, rescind this agreement by notice in writing given to the other, subject to the requirements of s 66ZS of the Conveyancing Act 1919. In no event shall the vendor be liable for any delay in such lodgement or registration unless it is due to a failure to do all things reasonable to achieve registration.
- (b) The purchaser may, after receiving the registered plan and other documents, rescind the contract if the disclosure statement includes any inaccuracy in relation to a material particular such that the purchaser would not have entered into the contract had the purchaser been aware of the inaccuracy, and would be materially prejudiced by the inaccuracy. If a notice of rescission is not served by the purchaser in accordance with section 66ZQ, the disclosure statement is taken to be amended to include the information in the registered plan and other documents.

3. Alterations to subdivision plan

- (a) The vendor reserves the right to make any alterations to the subdivision plan as may be required to obtain the approval thereof by the responsible authorities and registration at NSW Land Registry Services as a deposited plan without prior notice to the purchaser.
- (b) If there is any change to a material particular in relation to these matters, the vendor must serve a notice of changes in accordance with s 66ZN of the Conveyancing Act 1919 at least 21 days before completion whereupon the purchaser can rescind in accordance with s 66ZO within 14 days of service of the notice of changes and in this respect time is essential.
- (c) In the event that the requirements of any responsible authority are sufficiently unusual and onerous as to justify the vendor discontinuing the subdivision application then the vendor may discontinue the application and may rescind the contract in accordance with s 66ZS of the Conveyancing Act 1919.

4. Provision of services

- (a) The vendor warrants that the lot will be serviced by the following services:
 - (i) Water;
 - (ii) Electricity;
-

-
- (iii) Gas;
 - (iv) Sewerage; and
 - (v) Telephone,

and that prior to completion financial arrangements satisfactory to the appropriate supply authority for the provision of the same will be made; and

- (b) The vendor shall not be liable for any delay in the completion of the reticulation of the said services and the purchaser shall not be entitled to delay completion by virtue of the fact that the reticulation of the said services has not been completed.

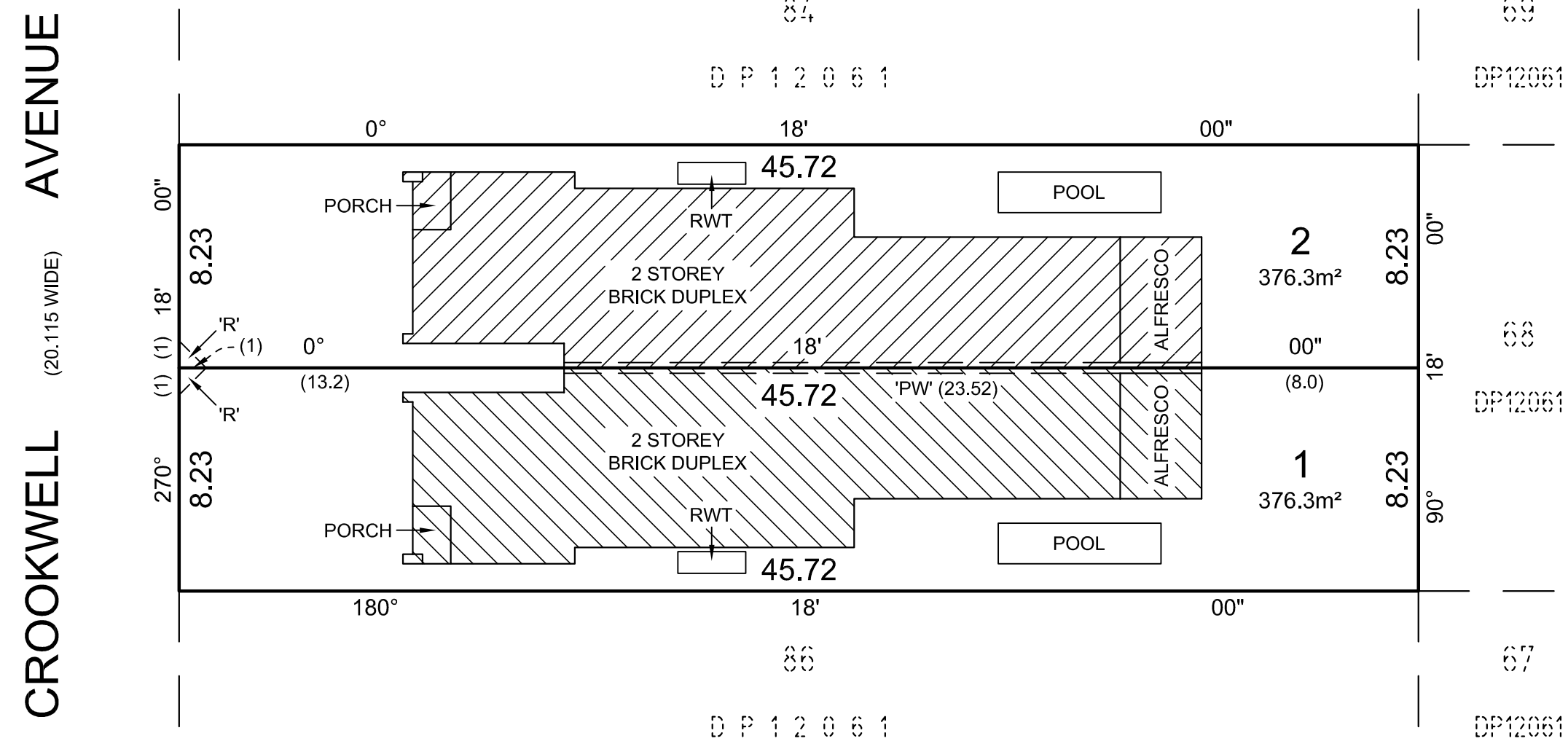
5. Completion of contract

- (a) Completion of this contract shall take place within 21 days after the vendor or its solicitors have notified the purchaser or their solicitors in writing that the subdivision plan has been registered as a deposited plan.
- (b) If for any reason other than default on the part of the vendor completion of this contract does not take place on the due date then without prejudice to any other remedy the vendor shall at any time thereafter be at liberty to serve on the purchaser a notice in writing requiring the purchaser to complete the contract on or before the expiration of 14 days from the date of service of the notice and making time of the essence of the contract.
- (c) Notwithstanding any of the foregoing provisions if completion does not take place on the due date and the delay is not caused by the vendor's fault then in addition to all other monies payable by the purchaser hereunder the purchaser shall thereafter until completion be liable to pay to the vendor interest on the purchase price calculated on a daily basis at the rate of 10% per annum and such interest shall be taken into account on completion of this contract.

6. Easements and covenants on title

- (a) The purchaser acknowledges that there will be created on the title the easements and covenants referred to in the draft 88B instrument a copy of which is annexed to this contract. The vendor reserves the right to make any alterations to the section 88B instrument as may be required to obtain the approval thereof by the council, electricity authority and other service providers and registration at NSW Land Registry Services.
 - (b) If there is any change to a material particular in relation to these matters, the vendor must serve a notice of changes in accordance with s 66ZN of the Conveyancing Act 1919 at least 21 days before completion whereupon the purchaser can rescind in accordance with s 66ZO within 14 days of service of the notice of changes and in this respect time is essential.
-

REVISION: 1
DATED: 06-08-2021



RWT DENOTES RAINWATER TANK, APPROXIMATE POSITION

DRAFT DP

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 1 of 3

Plan: DRAFT DP

Subdivision of Lot 85 in
DP12061 covered by
Subdivision Certificate
No. SubCert20/ ,
dated .

**Full name and address
of the proprietor of the land: GB DEV PTY LTD, ACN 649 786 989
15 CROOKWELL AVENUE,
MIRANDA NSW 2228**

Part 1 (Creation)

	Identity of easement to be created and firstly referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	RIGHT OF CARRIAGEWAY, VARIABLE WIDTH	Lot 1 Lot 2	Lot 2 Lot 1

Approved by Sutherland Shire Council

.....

Authorised Person

Name: Simone Plummer

Position: Manager Development Assessment & Certification

Proprietor(s):.....

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 2 of 3

Plan: DRAFT DP

Subdivision of Lot 85 in
DP12061 covered by
Subdivision Certificate
No. SubCert20/ ,
dated .

Executed by **GB DEV PTY LTD, ACN 649 786 989**

.....

.....

Name:

Name:

Position held:

Position held:

Executed by **NATIONAL AUSTRALIA BANK LIMITED, ACN 004 044 937**
Mortgagee VIDE AR265434

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 3 of 3

Plan: DRAFT DP

Subdivision of Lot 85 in
DP12061 covered by
Subdivision Certificate
No. SubCert20/ ,
dated .

Executed on behalf of **Sutherland
Shire Council** by its Authorised
Delegate pursuant to Section 378
Local Government Act 1919 by:

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

.....
Signature of Authorised Delegate

...Simone Plummer.....
Authorised Delegate's Name

.....
Manager Development Assessment &
Certification
Authority of Delegate

29 July 2021

Our reference: 16121

Charlie Daoud
82 Park Street
Campsie NSW 2194

Dear Sir/Madam,

Re: 15 Crookwell Avenue, Miranda NSW 2228

Complying Development Certificate No.: 16121/01

Enclosed is a copy of the approved **Complying Development Certificate** for the subject development, and a copy of the stamped plans. One copy of each has been forwarded directly to Sutherland Shire Council for their records.

Please note that the Notice of Intention to commence building work & Notice of intention to appoint a Principal Certifying Authority has been withheld until the following documents/ appointments, and payments have been made;

- Home warranty Insurance has been paid (where a builder has been appointed)

Client has been advised no work is to commence until this has been provided to council & the PCA. Therefore, at this stage we are not the Principal Certifying Authority for this job.

The PCA role to be undertaken by Exclusive Certifiers and Building Consultants Pty Ltd will require inspections and certification. Please have the Owner/Builder liaise with our Accredited Certifier, Yousuf (Joe) Awada, prior to commencement of the work.

Should you need to discuss any issues, please do not hesitate to contact the undersigned on the above numbers.

Yours sincerely,



Yousuf (Joe) Awada
Accredited Certifier
Exclusive Certifiers and Building Consultants Pty Ltd

COMPLYING DEVELOPMENT CERTIFICATE 16121/01
PROJECT REFERENCE 16121

Issued under Part 4 of the Environmental Planning and Assessment Act 1979 Section 4.28

APPLICANT DETAILS

Applicant:	GB DEV PTY LTD ATF 15 Crookwell Trust
Address:	40 -44 Sydney St Marrickville NSW , 2204
Phone:	0404116377

OWNER DETAILS

Name of the person having benefit of the development consent:	GB DEV PTY LTD ATF 15 Crookwell Trust
Address:	40 -44 Sydney St Marrickville NSW , 2204
Phone:	0404116377

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area:	Sutherland Shire Council
Relevant Planning Instrument Decision Made Under:	SEPP (Exempt and Complying Development 2008) - Part 3B low rise housing code / Part 7 Demolitions Code
Date of Determination:	29/07/2021
Complying Development Certificate Number:	16121/01
Lapse Date:	29/07/2026

Lapse date: Section 4.29 of the Environmental Planning and Assessment Act 1979 stipulates that this certificate will lapse within 5 years if not physically commenced on the stated land to which this certificate applies. Sections 4.19, 6.6, 6.7, 6.12, 6.13, 6.14 of the Act is applicable.

PROPOSAL

Address of Development:	15 Crookwell Avenue, Miranda NSW 2228
Lot:	85
DP:	DP12061
Land Use Zone:	R2
Building Classification/s:	1a, 10b
Scope of Building Works Covered by this Certificate:	Demolition of existing structures - Construction of two storey dual occupancy with swimming pool at the rear of each dwelling
Type of Construction:	N/A
Value of Construction (incl. GST):	\$800,000
Plans and Specifications approved:	Refer Schedule 1: Approved Plans and Specifications
Fire Safety Schedule:	N/A
Conditions:	See Conditions attached
Exclusions:	
Critical stage inspections:	See attached Notice

CERTIFYING AUTHORITY

Registered Certifier:	Yousuf (Joe) Awada
Registration Body and Registration Number:	Department of Fair Trading BDC2250

I, Yousuf (Joe) Awada, as the certifying authority, certify that the proposed development is complying development and that if carried out in accordance with the plans and specifications will comply with all development standards, any standards in a Development Control Plan, and all requirements of the Environmental Planning & Assessment Regulation 2000 as referred to in section 4.26 of the Environmental Planning and Assessment Act 1979.

Dated: 29/07/2021



Yousuf (Joe) Awada

N.B. Prior to the commencement of work section 6.6 of the Environment Planning and Assessment Act 1979 must be satisfied.

SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS

1. Endorsed Architectural Plans

Not applicable.

2. Endorsed Structural Plans

Prepared by	Document	Drawing number	Revision	Date
TAA Consulting Engineers	General Notes	S01	A	03/07/2021
TAA Consulting Engineers	Waffle Pod Slab Plan, Sections & details	S02		03/07/2021
TAA Consulting Engineers	Swimming Pool Plan, Sections & Details	S04		03/07/2021

3. Endorsed Engineering Plans

Prepared by	Document	Drawing number	Revision	Date
TAA Consulting Engineers	Stormwater Drainage and Sediment Control Plan	S1/2	A	03/07/2021
TAA Consulting Engineers	Stormwater Drainage and Sediment Control Plan	S2/2	A	03/07/2021

4. Endorsed Landscape Plans

Not applicable.

5. Endorsed other documents

Prepared by	Document	Drawing number	Revision	Date
Mcubed Architects	Design Verification Statement			01/07/2021
TAA Consulting Engineers	Structural design certificate			03/07/2021
TAA Consulting Engineers	Stormwater design certificate			03/07/2021
mCubed Design	BASIX Certificate	1221311S		08/07/2021
mCubed Design	BASIX Certificate	1221325S		08/07/2021
mCubed Architects	Demolition Work Plan			
mCubed Architects	Waste Management Plan			01/07/2021
mCubed Architects	Landscape ongoing maintenance Plan			01/07/2021
Sydney water	Building Plan Approval			22/07/2021

Harrison Friedman & Associates	Section 73 Notice of requirements			02/07/2021
NSW LRS	Certificate of title			22/07/2021
Sutherland Shire Council	Vehicle access approval	RDA21/0780		15/07/2021

PRELIMINARY NOTES & SPECIFICATION

VISIT THE SITE: Builders tendering are to visit the site and satisfy themselves as to the nature and extent of the work, the facilities available and any difficulties entailed in the execution of the works. No amount above the accepted price will be allowed because of work arising due to neglect of this precaution, or assumptions made.

FLOOD HAZARD AREAS: NCC Vol. 1 part 3.1.4 and Vol. 2 part 3.1.0.3: Where a building is to be erected in a Flood Hazard Area defined by an Appropriate Authority, the Flood Hazard Level must be greater than 1m below the height of the Flood Hazard Level for that area. Freeboard height of the Flood Hazard Level must be established and the Habitable Floor level of the building must be constructed above the Flood Hazard Level. See fig. 1,1,5 of NCC Vol. 2, 2013. An acceptable construction manual for buildings in a Flood Hazard Area is the 'A8CB Standard for Construction of Buildings in Flood Hazard Areas'.

LABOUR AND MATERIALS: The Builder is to provide all materials, labour, fittings and plant required to construct and complete the work. Materials shall be of the standard specified and workmanship in each trade shall be performed by tradesmen of that particular trade and in conformity with current good building practice.

SET OUT: The Builder shall be responsible for the accuracy and clear delineation of the site boundaries and location of the buildings there on. The Builder is to set out and maintain the works in accordance with the drawings. Figured dimensions are to be taken in preference to scale.

PLANS AND SPECIFICATIONS: The Builder is to be responsible for the accuracy of the plans and specifications. No item not shown on either plans or specifications shall be constructed and/or finished as part of the work. The Builder is to be responsible for the accuracy of the plans and specifications as part of the contract. Any variations to plans or specifications are to be agreed and recorded by the proprietor and the builder/contractor.

ADDITIONAL BUILDING REQUIREMENTS: Any variations for extra work or additional requirements must be in writing. Dated and signed copies of instructions shall be retained by both the owner and the Builder.

PLANS ON JOB: The builder must at all times maintain on the job a legible copy of the plans and specifications, bearing the approval of the Municipal Authority concerned, Building Surveyor or Principal Certifying Authority.

NATIONAL CONSTRUCTION CODE: Where NCC is referenced in this specification then that nomination refers to the National Construction Code of Australia BCA Vol. 1 and Vol.2 or Vol.3 (PCA)

STANDARDS: Where an Australian Standard (AS) or Australian New Zealand Standard (AS/NZS) is nominated in this specification then that nomination refers to the latest revision of that Standard unless the National construction Code references a different revision.

EARTHWORKS AND EXCAVATIONS: All earthworks shall be designed and constructed in accordance with the drawings and guidelines of AS3798. Stormwater and other surface water drainage by underground piping or surface diversions shall be in accordance with AS/NZS3500.

All site works shall be in accordance with the Environmental Planning and Assessment Act and Regulations for site works for the erection of a building. safeguarding excavations, backfilling, preventing soil movement and supporting neighbouring buildings. Drainage requirements must be determined according to the soil classifications of NCC Vol. 2 part 3.1.1 and part 3.1.2.

FOOTINGS AND PIERS: Excavate for all footings, piers, etc., to dimensions shown on plans or otherwise specified, to depths necessary to secure solid bottoms and even bearing. Bottoms of excavations to be stepped where necessary to follow ground slopes and achieve solid bottoms on foundation acceptable.. Grade, fill and ram where necessary to receive concrete floors where shown on ground level.

At completion all excavations to be filled to ground level. All seepage and soakage water to be effectively dealt with and diverted clear of the building. Excavate for and lay agricultural drains to back of walls retaining earth and to any other sections of foundations as may be necessary and/or directed

INSPECTION NOTICE
This is to apply only if inspections are required by the Lending Authority. The building is to be inspected by the Society or Bank Representative at the following stages of construction and the Builder is to give the Lending Authority and Owner at least (2) clear working days notice that inspections are required.

- When trenches for footings have been prepared or rock surfaces scabbled and in the case of reinforced concrete footings, when reinforcement and depth pegs have been placed in position just prior to placing of concrete. Footings must not be commenced until the trenches have been inspected and approved by the Society Representative.
- On completion of floor, wall and roof framing with noggings in position and veneer walling, but before flooring is cut down, roof covering is laid or wall linings and sheetings are installed.
- When the internal wall coverings have been secured and fixing out commenced, apron mouldings must not be fixed until flashings have been inspected and approved.
- ON COMPLETION OF BUILDING. The owner is cautioned that if works have advanced beyond these stages without the requisite notices being given, inspections made and unsatisfactory conditions are discovered later, the offer of a loan or the terms and conditions of a loan may be varied by the lending authority.

REGULATIONS AND NOTICES: The Builder is to comply with the National Construction Code as amended and as applicable to the particular State or Territory in which the building is situated. The Builder is to comply with the regulations of the local Government and/or Services. The Builder is to give all notices, obtain all permits and pay all fees required by such Authorities. Where materials, components, design factors and construction methods comply with the Performance Requirements of the National Construction Code these may be accepted by approval authorities as an alternative as per the Deemed to Satisfy Provisions.

INSURANCE: Insurance of the works against fire will be effected as nominated in the Building Contract. The Builder shall at his own expense adequately insure against Public Risk and arrange indemnification in respect of his liability under the Workers' Compensation Act, Work Cover and other regulations as applicable.

WORK, HEALTH & SAFETY: Workplaces: Regulations of the Work Health & Safety Act as applicable in the State in which the building work is to proceed are to be complied with. Under the Act if a structure is to be used as, or at a workplace it must be designed to be without risk to health and safety by including testing and analysis, addressing the suitability of the design for the ultimate use of the structure as well as materials, method of construction, maintenance and future demolition. The builder is to comply with the regulations of the Work Health and Safety Act 2011 for all construction on site. If the structure will be used as or at a workplace, a Safety Report is to be prepared, signed by the Builder, and distributed to the Builder, Certifier or Council and the Client.

ROCK EXCAVATIONS: Should rock be encountered in the execution of the works, unless its existence is known and allowed for, the cost of its removal is to be considered as an extra to the contract and charged for at a rate per cubic metre as indicated in the schedule of rates. The Proprietor is to be notified when any rock is encountered in excavations.

CONCRETE: NCC Vol. 1 part 81.4 or Vol. 2 part 3.2.3. All structural concrete shall be mixed and in compliance with AS3600, and unless otherwise specified on Engineers drawings, shall be of N20 grade. Concrete shall be supplied by an approved firm and delivery dockets shall be kept on the job for inspection by the proprietor if he so desires. The concrete for minor works, where strength of concrete is not critical, such as paving on solid ground, may have a minimum compressive strength of 15MPa if unreinforced and 20 MPa if reinforced. Alternatively, such concrete may be mixed on site where the aggregate proportions and water/cement ratio can be controlled so that the required compressive strengths can be obtained.

All concrete work shall comply with the AS3600. Maximum slump shall be 80mm unless otherwise specified by Engineer. Concrete shall be handled and placed to avoid segregation and shall be adequately compacted. Reinforcing mesh fabric to AS/NZS467 and all reinforcing bars mild steel grade unless otherwise specified.

FOOTINGS: NCC Vol. 2 part 3.2.3, 3.2.4 and 3.2.5. Where sites have soils or foundations of reactive nature or problem sites footings shall be approved by a practising structural engineer and in the case of known highly swelling soils or other unstable soils special precautions may have to be taken in the design and construction of concrete footings. In the case of concrete suspended floors to first floor it will be necessary for size of footings to be specified by a practising structural engineer. Footing sizes to be as per AS2870 or designed by an engineer.

TERMITE MANAGEMENT SYSTEM: NCC Vol. 2 part 3.1.3 or Vol.1 part 8.1.4 (i) Where the building is being erected in a prescribed termite area and protection is required by regulation of local government or state authority then protection against subterranean termites shall be installed in accordance with AS

3660. Details of method of protection to be used shall be submitted where required, prior to commencement of building works. Written certification, signed by the installer, that the method used and the manufacturers specification complies with the Australian Standard shall be provided to the relevant authority and owner where required. A durable notice must be permanently fixed in a prominent location in the building prior to its occupation indicating: 1. The method and

date of installation of the system and the need to inspect and maintain the system on a regular basis. 2. Where a chemical barrier is used, the life expectancy as listed on the National Registration Authority label and recommended date of renewal. Note that AS3660 and NCC lists the minimum acceptable level of protection only. Owners and builders may specify and install additional protection if desired.

LINTELS: Galvanised lintels (of steel not less than grade 300MPa as per AS/NZS 4100) to comply with spans as required are to have :-
(i) long legs vertical (ii) each angle or flat to carry a maximum 110mm wall thickness (iii) lintel bearing lengths shall be :- (a) clear spans up to 1 metre - 100mm min. (b) clear spans over 1 metre - 150mm min. (iv) there must be not less than 3 courses of brickwork over openings and (v) all loads must be uniformly distributed.

Corrosion protection for lintels and built in structural members must comply with requirements of AS3700 or AS4773.

FIRE BUILDINGS CLASS 2 to 9 lintels for buildings requiring a Fire Resistance Level shall comply with Specification C1.1 & C2.3 of the BCA Vol. 1

FIRE CONTROL REQUIREMENTS: FOR BUILDINGS CLASS 2 to 9

Fire rated construction to be built to either Table 3 or 4 or 5 of the BCA Vol. 1 (whichever is applicable)

Openings in an external wall requiring a Fire Resistance Level (FRL) (within the relevant distances) to be protected as per provisions of C3.2 & C3.4 Fire

Hydrants are to be provided as per E1.3 of the BCA for buildings greater than 500 m² in area

Fire Hose Reels to be provided within 4m of an exit door for buildings greater than 500 m² in area and installed as per E1.4 of the BCA and AS 2441

Portable Fire Extinguishers to be installed as per E1.6 of the BCA and AS 2444

Smoke Control Provisions (if applicable) to be installed as per requirements of Tables 2.2a and 2.2b of the BCA Vol. 1

VERMIN PROOFING: 13mm mesh galvanised bird wire to be built into brickwork and taken across cavity and secured to cavity face of inner wall at bottom plate level..

FLASHING: L.C. approved dampcourse material to be built in under all window sills 25mm at back of wood sill and 50mm at each end of same. Flashing to be bent down across cavity and built 25mm into veneer wall. L.C. approved dampcourse material to be built in over all exposed window and external door openings.

WEEP HOLES: Perpend joints are to be left open in exterior brick walls spaced approx. 400mm in course immediately over flashings of all exposed

openings and to brick retaining walls, fender walls etc. as required. See requirements of AS3959-2009 for protection of weep holes in bush fire areas.

RETAINING WALLS: Retaining walls not specifically detailed, and foundation walling required to retain earth, are to be a minimum of 230mm thick, up to a height of 750mm of retained earth. Cavity walls used to retain earth are to have the leaf adjacent to the retained earth a minimum of 230mm thick, to a maximum of 900mm of retained earth height. All to be properly bonded (see 'Bonded Walls') and provide with a properly constructed agricultural drain to the earth side of retaining wall. For walls in excess of the above heights of retained earth, an Engineers detail will be required.

BONDED WALLS: Solid brick walls more than one brick width, which are used to retain earth or are otherwise noted as 'Bonded Walls', shall be bonded throughout the thickness of the wall by either header bricks or equivalent tying. Where header bricks are used, every sixth course shall be a header course or there shall be at least one header or equivalent tie to every 0.13sq metres (every third course at 480mm centres). Walls 350mm or more in thickness shall have overlapping headers or ties to provide a continuous tie through the wall.

CAVITY WALLS: Walls indicated as cavity walls to be constructed with two leaves 110mm thick spaced nominally at 40mm apart. Where thermal insulation is required to comply with Energy Efficiency requirements clear cavity spaces must be maintained. Connect the two leaves with wall ties as per AS2499 set nominally 600mm apart in every fifth course. Keep ties clean of mortar droppings and cavity clear as work proceeds.

STRAPS: To full brick cavity walls, secure door and window frames with 1.6mm galvanised iron straps set in brickwork. Straps to be 25mm wide and at least 300mm long, where practicable and spaced at a maximum of five courses apart. Set 25mm x 1.6mm galvanised iron straps 1800 apart and 1200mm down cavity with ends turned 75mm into brickwork to secure wall top plates.

COMPLETION: Clean all cavities. Wait upon and make good after other trades. Replace all damaged and defective bricks. Clean all exposed brickwork with diluted spirits of salts, or as otherwise recommended by brick manufacturers, wash down with clean water and leave free from cement and mortar stains.

BUSHFIRE PRONE AREAS NCC Vol. 1 parts G 5.0, 5.1, 5, or NCC Vol. 2 part 3.7.4. Site assessment and preparation, construction of and maintenance of Class 1 buildings and decks and Class 10a buildings in a Bushfire Prone Area are required to comply with the provisions of AS3959 as applicable and BCA 3.7.4.

CARPENTRY:
All timber shall comply with the appropriate standard as listed below. Timber sizes shall be selected so that the building as constructed complies with AS1170.2 or AS4055 for serviceability and Design Wind Gust Velocities (permissible stress) of 33 M/s minimum. Substitution of some members may be required for higher Gust Wind Velocities and advice of local authorities Building Department or Structural Engineer should be sought as whether design to N3 or higher is required.

FRAMING: NCC Vol. 2 part 3.4.3 applies to all framing. Timber sizes in this specification are based on AS1684.4 Simplified Non-cyclonic areas with restrictions as follows: Maximum wind classification N2 (33m/s) - maximum roof pitch 30° - maximum building width 12.0m - maximum rafter overhang 750mm - maximum wall height at ext. walls, floor to ceiling 2400mm. The sizes are for information only and should not be used for construction. All design for a structure within these limits should be carried out to AS1684.4

ROOFING: NCC Vol. 2 part 3.5.1, or Vol. 1 part F1.5

TILE ROOFING: Provide all roofs with first quality roofing tiles. Where the pitch of rafters is less than 201, the roof shall be sarked with either 2 ply bituminous felt or double faced aluminium foil covered reinforced fabric as per AS/NZS 4200. Between 12 and 15 degrees slope, perimeter of roof shall be provided with an anti ponding board or device to ensure that all water will be discharged into eaves gutters, a clear space must be provided between edge of the device and the lowest side of the first battens so as to allow a free flow of water into the gutter. Where one section of the roof discharges into a lower section, the discharge is to be widely distributed, and the roof is to be fully sarked. Elsewhere, where a spreader is used the roof shall be sarked from the point of discharge to Eaves with a minimum width of 1800mm approved sarking. Cover all ridges and hips with capping, starters and apex caps necessary and bed all capping and verge tiles on lime mortar and point with coloured cement mortar.

CORRUGATED FIBRE CEMENT ROOFING: To conform to and fixed in accordance with AS1562 Pt.2. Minimum pitch of roof is to be 1:8 for large corrugations and 1:11 where the rafter length can be covered with a single sheet. Where pitch of roof is fixed with 1:6 in the case of large corrugations and 1:4.5 in the case of small corrugation end laps shall be at least 225mm and sealed. Sheets to be fixed with galvanised round head screws and felt washers set in mastic to each run of battens with side and end laps or other approved method in accordance with manufacturers instructions. All necessary accessories are to be provided and the roof is to be adequately birdproofed.

PROFILED STEEL ROOF: NCC Vol. 2 part 3.5.1 All metal sheet to be material as nominated on drawings. All necessary accessories to be provided and fixed according to manufacturers recommendations. Roof is to be bird proofed. Sheet fixings and spacings are to be strictly as per manufacturers recommendations for the design wind speed for the area. Design and installation shall be in accordance with AS/NZS 1562. Cover roof of building in full length sheets complete with all necessary flashings and cappings etc. Secure as recommended by manufacturer and provide panels of selected translucent sheeting as indicated or directed.

SARKING: Where sarking is specified or required by any authority the selection of and fixing shall be in accordance with the code of practice as specified in AS/NZS 4200 for pliable roof sarking or reflective foil laminates. All installations must comply with the requirements of NCC Vol. 2 part 3.7.4, and AS3959 in Bushfire prone areas.

ELECTRICAL INSTALLATIONS: Provide all labour and materials necessary for the proper installation of electrical services in accordance with the appropriate AS Rules and requirements of the Local Supply Authority. Arrange with the supply Authority for connection from supply main to meter board. Provide for the proper installation and connect electricity stove/s and hot water unit/s. Provide light and power points as indicated on drawings

or as directed and in accordance with AS/NZS1680. Provide box to enclose meters in accordance with the requirements of the Authority concerned. AS/NZS 3000 specifies the minimum requirements including safety provisions.

LIGHTING: NCC Vol. 2 part 3.8.4. Natural lighting must be provided to all habitable rooms of buildings by windows or roof lights or a proportional combination of both, or by light 'borrowed' from an adjoining room. Windows must have a clear aggregate light transmitting area of not less than 10% of the room floor area, and face a court or open verandah/carport. Roof lights must have a clear aggregate area of not less than 3% of the floor area of the room and face the sky. 'Borrowed' light can be supplied by a clear glazed panel or opening that is not less than 10% of the floor area of a room supplying the light if that room complies with the natural light requirements. Artificial lighting of one light fitting per 1.6 sq. metres of floor area must be provided to sanitary compartments, bathrooms, airlocks, showers etc. in accordance with AS/NZS 1680.0 if natural lighting cannot be supplied. FOR BUILDINGS CLASS 2 to 9 natural and artificial lighting must comply with NCC Vol. 1 part F1.4 or Deemed to Satisfy provisions as per part F4.0. Emergency lighting is to be installed as per provisions of C1, E4.2 of the BCA Vol. 1 and AS 2293.1. Exit and exit directional signs are to be installed as per E4.5, E4.6, E4.8 of BCA Vol. 1 and AS 2293.1

SMOKE ALARMS: NCC Vol. 2 part 3.7.2. Fire/smoke alarms complying with the requirements of the Local Government Act and/or state or territory regulations must be fitted in the locations required and approved by the regulatory authority and shall be installed in accordance with AS3786. Installations in buildings other than Class 1 and 10 must be installed and managed to comply with NCC Spec. E2.2a. Multiple alarms within houses and sole occupancy units must be hard wired and interconnected. AS1603 references 'Automatic Fire Detection and Alarm Systems'- Heat Alarms.

WINDOWS: All framed windows shall be installed in accordance with AS2047-48 for Aluminium windows and AS2047 for timber windows.

PROTECTION OF OPEN-ABLE WINDOWS: (Against Falling From) NCC Vol. 2 part 3.9.2.5, or NCC Vol.1 part 2.2c: If a floor or exterior surface is 2m or more below a window in a bedroom, the window must comply with the following:- 'the open-able portion of the window must have a device to restrict the opening, or a screen with secure attachment fittings'. The window and or screen is to comply with the requirements of NCC Vol. 2 part 3.9.2.5 (a) and (b)'. If the lowest level of any window opening is greater than 1.7m above the room floor, no protection is required.

Open-able windows in a bedroom with a floor level greater than 2m above an exterior surface level below must have a barrier or wall with a height not less than 865mm above the room floor with no horizontal climbing elements.

In a room where the room floor under an open able window is 4m or more above an exterior floor or surface beneath, special conditions apply NCC Vol. 2 part 3.9.2.5 (c) and (d).

Open-able restrictions to windows in BUILDINGS CLASSES 2, 3, 4, and 9b are to comply with D2.24 of the BCA vol.1.

STAIRS, HANDRAILS AND BALUSTRADES: NCC Vol. 2 parts 3.9.1 and 3.9.2. Stairways shall be constructed to the layout as shown on plans with treads of equal dimensions except where shown or where winders are required. All risers in any flight shall be of equal height. All flights shall have a minimum of 2 and not more than 18 risers. Relationship of riser to going shall be between 1:2 and 1:1.35 unless otherwise directed or as permitted in AS1657. Balustrades shall be provided to all landings, ramps, decks, roofs and other elevated platforms where the vertical distance from that level is more than 1 metre above the adjoining floor or finished ground level. Height of the balustrade must be a minimum of 1 metre above landings etc. and not less than 865mm above the nosings of any stair treads or floor of a ramp. Openings in balustrades (decorative or otherwise) and space between treads or floor opening must not allow a 125 mm dia. sphere to pass through. Resistance to loading forces of a balustrade must be in accordance with AS 1170. Where balustrades are constructed of tensioned wires provision shall be made to maintain the wire tensions. FOR BUILDINGS CLASS 2 to 9- stairs are to comply with D2.13, and D2.14 and have slip resistance as required by AS 4586.

ACCESS AND MOBILITY: Where access and mobility requirements are to be addressed in the construction of a new building, AS/NZS1428 General Requirements for Access - New Building Work contains the minimum design requirements to enable access for people with disabilities. The design must comply with 'Access to Premises Standards 2010' as referenced in the NCC. A link for advice on the 'Disability (Access to Premises)- Building Standards 2010' can be found at www.wst.tas.gov.au/industries/publications

See NCC Vol. 2: South Australian appendix additions 5.1 and 5.2: Access for Disabled People as listed on page 13 of this specification.

FOR BUILDINGS CLASS 2 to 9 Access for the Disabled is to be provided to the building, car parking spaces and the front boundary as per Part D3.

DISABLED SANITARY PROVISIONS are to be installed as per F2.4 and constructed according to F2.5 of BCA Vol.1 and comply with AS/NZS1428. SLIP RESISTANCE: Materials to be used for surfaces of floors, stair landings, steps and nosings shall be in accordance with the classifications for Slip Resistance as apply to AS4586 on page 18.

EAVES GUTTERS VALLEY GUTTERS AND DOWNPIPES: Eaves gutters and downpipes of material and finish as nominated on drawings shall be installed as per manufacturers specification to all eaves as required with falls to downpipes in positions shown. All items shall be of material compatible with roof covering and to comply with AS/NZS 2179 for metal and AS1273 for UPVC components.

FLASHINGS: Flash around chimney stacks, exhaust flues and wherever else required with approved flashings. Eaves gutters, valleys and roof flashings shall be selected from materials compatible with each other and the roof covering to prevent bi-metallic corrosion. (See BHP publications T88, T815). Use of lead for flashings, gutters, downpipes and roofing is prohibited if the roof will collect potable water. NOTE: Where ridge and hip tiles are fixed with proprietary mechanical clips NCC Vol.2 fig 3.5.1.1 and fig 3.5.1.2 shows details for mechanical fastening ridge and valley clips

WATER SERVICES: Where a reticulated water supply is available all work shall be carried out by a licensed water plumber. All water supply installations shall be carried out in accordance with National Construction Code Vol. 3 [APC].

WELS: Taps, shower heads, sanitary fittings should be selected according to the requirements of Water Efficiency Labelling Standards Act 2005. Pumping fittings, pipes, cisterns etc. should comply with the Watermark Technical Specifications.

RETICULATED RECYCLED WATER: Where a utility supplied reticulated recycled water supply is connected as a dual reticulation it is important that no cross connection between the potable and recycled water can occur. There must be at least one external tap for each system and the recycled water system must have lilac coloured components, identification markings and signage shall be installed as per AS1319 and AS1345.

WET AREAS: NCC Vol.1 Part F1 and Vol.2 part 3.8.1: Building elements in wet areas must be water resistant and/or waterproof as listed in table 3.8.1.1 of the NCC Vol. 2 and constructed in accordance with AS3740. Water resistance or Waterproofing varies in respect of different building elements such as:- floors and horizontal surfaces, walls, wall junctions and joints, wall and floor junctions and penetrations. **See - NCC:** South

Australia appendix additions 3.1 and 3.2: Wet area floors as listed on page 13 of this specification.

HOT WATER SERVICE: All installations must comply with AS3500.4 Provide from H/water unit with selected tubing to points necessary. Terminate with taps selected. Provide inlet stopcock to hot water unit. Storage water heater selection and installation is to be as per AS1056.

GAS SERVICE: The whole of the work is to be carried out as per requirements of the Local Supply Authority. The plumber is to be responsible for the gas service from the gas supply alignment to the meter and cover for same. Installations for bottled gas supply shall comply with the relevant standard. Gas installations shall comply with 'Gas Safety Regulations and Act' and AS5601.

HEATING APPLIANCES NCC Vol 2 part 3.7.3: Domestic Solid Fuel appliances shall comply with AS/NZS 4013 and installed in accordance with AS/NZS2918: Installation of gas fired appliances shall be carried out by a licensed gas plumber.

SEWERED AREAS: Provide a drainage system from pedestal pan and from wastes of all fittings unless a grey water system is to be installed and connect to the sewer main, where shown on site plan all to be in accordance with the rules and requirements of the Authority for Water Supply and Sewerage. Provide at least one gully outside the building. The Authority Certificate to be produced at Completion of the Work.

UNSEWERED AREAS: Provide a drainage system from all fittings and from grease trap in accordance with the requirements of the Local Authority concerned. Excavate for drains to provide even falls throughout and a minimum cover of 300mm. Lay 100mm socketed vitrified clay, P V C or HDPA pipes to take discharge from wastes of washubs, bath, shower, washbasin and grease trap. All pipes to be completely jointed with rubber rings or solvent cement as approved. All drain lines to be laid so that water is discharged into an absorption trench provided in position shown on plan. Provide an approved grease trap with lid in position shown to take the water from kitchen sink. Top of trap to be 75mm above finished ground or nearby concrete paving level. All drainage work from fittings to the drainage line outside the building is to be in accordance with the rules and requirements of the Water Supply & Sewerage Authority for sewerred areas. The Authority 'Special Inspection' Certificate of the work is to be produced by the builder. All plumbing and drainage shall be in accordance with the Code of Practice for state or territory and regulating local government area.

GREYWATER REUSE SYSTEMS:

Where a greywater reuse system is proposed the installation shall comply with the following Australian Standards and Codes: AS1546 parts 1 and 3: AS1547: NSW Health 1998 AWTs guideline: NSW Health 2000 Domestic greywater treatment guidelines and sewerred single domestic premises. An on site greywater reuse system is not permitted in Reticulated Recycled water areas. Domestic Greywater Treatment Systems (DGTS) and Aerated Wastewater Treatment Systems (AWTS) require a certificate of accreditation from NSW Health.

SEPTIC SYSTEM: Provide and install septic system in position nominated by the proprietor together with a holding tank and length of absorption trench installed in accordance with the manufacturers instructions and the requirements of the Local Authority to comply with AS1546 part 1.

STORM WATER TREATMENT METHODS: Provide roof water drains from downpipes and from grates in paving where shown on site plan. Drains to be 100mm socketed vitrified clay pipes or PVC laid to an even and regular fall so as to have a minimum cover of 150mm. Drains to discharge into street gutter where possible. Where outlets are shown within the site they are to discharge at least 3000mm clear of the building into rubble packing 600mm diameter and 600mm deep. Acceptable solutions for stormwater drainage to be as per AS/NZS3500 part 3. Stormwater treatment systems should satisfy the following performance requirements:

1. Conserve Water 2. Prevent Increases In Flooding/Erosion 3. Maintain water balance 4. Control Stormwater Pollution. Systems suitable for detached dwellings are:- Roof/rainwater tanks: Detention devices: Infiltration devices and Filter strips. These are also suitable for multi-dwelling developments in addition to Stormwater tanks and Bio retention devices.

RAIN WATER TANKS: Install rainwater tanks of selected material on slab or support as nominated by tank manufacturer. A dual supply system should have no direct or indirect connection between the mains potable supply and the rainwater tank supply. In ground concrete tanks may be installed as an option with a suitable pressure pump and a testable backflow prevention device as per AS/NZS2845.1 Where an above ground tank is connected to internal reticulation, a meter with a dual check valve is to be installed and a visible air gap between the mains supply and the rainwater tank as per AS3500 and AS2845.2.1. (See NSW Health circular: Use of rainwater tanks where a reticulated mains water supply is available).

See - NCC: SOUTH AUSTRALIA appendix additions SA 2.1 and 2.2: Water efficiency as listed on page 13 of this specification.

DRAINS FROM UNDER BUILDING: NOTE: AS 2870: All stormwater, sanitary drainage or other discharge pipes emerging from under a building footing or slab or attached to a building shall have a flexible joint incorporated into the pipework outside the footing or slab and within 1 metre of the building perimeter. NOTE: Drain pipes must not be taken through the footings of the building. All seepage and soakage water is to be effectively dealt with and diverted clear of the buildings as shown on site plan. Trenches for drains, where running parallel to the building must not be within 600mm of the footings of the building.

WALL AND FLOOR TILES: For guidance on installation of ceramic tiles see recommendations as set out in AS3958 parts 1 and 2.

WALLS: Cover the following wall faces with selected glazed tiles: To shower recess to a height of 1800mm.

To bathroom generally to a height of 135mm. To enclosing of bath and hubs

To bath recess: to a height of 1350mm. To WC to height of one row of tiles or as directed

Above kitchen sink/s and cooking areas/allow for four rows tiles. Finish at top and salient angles with round edge tiles. Provide vent tiles and selected recess fittings. Tiles to be fixed to a backing of Fibre Cement with approved adhesive. Areas for tiles can be increased by proprietors direction or as noted on plans.

FLOORS: All rooms except bathroom, shower recess, WC and ES with selected tiles, set in cement mortar or approved adhesive and graded to give an even and adequate fall to floor waste

PAINTING: All paints, stains, varnishes and water colours are to be of approved brands as selected. Materials used for priming and undercoating are to be the same brand as the finishing paints or as recommended by the manufacturers of the finishes used. All finishing colours are to be selected by the proprietor. Do all necessary stopping after the priming has been applied. Rub down all surfaces to a smooth finish prior the application of each successive coat of paint. External joinery or other exposed woodwork to have a clear plastic finish is to be treated with a priming oil containing wood preservative and a water repellent.

EXTERNALLY: All external woodwork to be given one coat of primer, one coat of oil based undercoat and one coat of gloss finish enamel or to be given one coat of clear primer, one coat of flat clear plastic and one coat of clear plastic.

PRIMING WEATHERBOARDS: Any pine is to be primed all round as well as on the ends. Before fixing; hardwood, cypress pine, radiata pine and Oregon are to be primed on external faces including rebates. Pressure treated Canada pine is to be primed at ends before fixing.

IRONWORK: Eaves, gutters, downpipes, exposed service pipes and wrought iron etc. to be cleaned and primed and give one coat of gloss paint all round.

FIBRE CEMENT: Clean and prepare all external fibre cement surfaces and finish with two coats of water based paint.

INTERNALLY: All exposed woodwork in kitchen, bathroom, laundry WC EC to be prepared primed and then given one undercoat and finished with one coat of full gloss paint or to be stained and finished with two coats of clear liquid plastic as selected.

CEILINGS: To be given one coat of sealer and two coats of paint. The finishing coat of bathroom, laundry, and kitchen ceilings to be semi-gloss (unless directed otherwise).

WALLS: All rooms except bathroom, laundry and kitchen to be given one coat of sealer and two coats of water based paint. To bathroom, kitchen, WC EC and laundry where no tiled or pre surfaced material is required, walls are to be given one coat of sealer, one coat of undercoat and one coat of gloss oil paint system.

GLAZING: NCC Vol. 1 parts B 1.4, D 3.12, F 1.13 or NCC Vol. 2 part 3.6

All sashes, doors, fixed lights and other glass in building shall be selected and installed by procedures as set out in AS1288 and/or AS2047 for type, thickness and area of glass according to wind loading, human impact and other considerations for glazing in frames of timber, steel, stainless steel, aluminium and bronze according to type of frame, height of building and glazing compound and for design and glazing of unframed toughened glass assemblies. Specific attention should be made to the selection of frame material, glazing, location in walls and orientation to the part of the sun for various climate zones. Where windows are not shaded by roof eaves or other building projections, advice by an approved specialist or manufacturer should be sought to ensure that all installations comply with the Energy Efficiency requirements of the NCC. (Or BASIX in NSW).

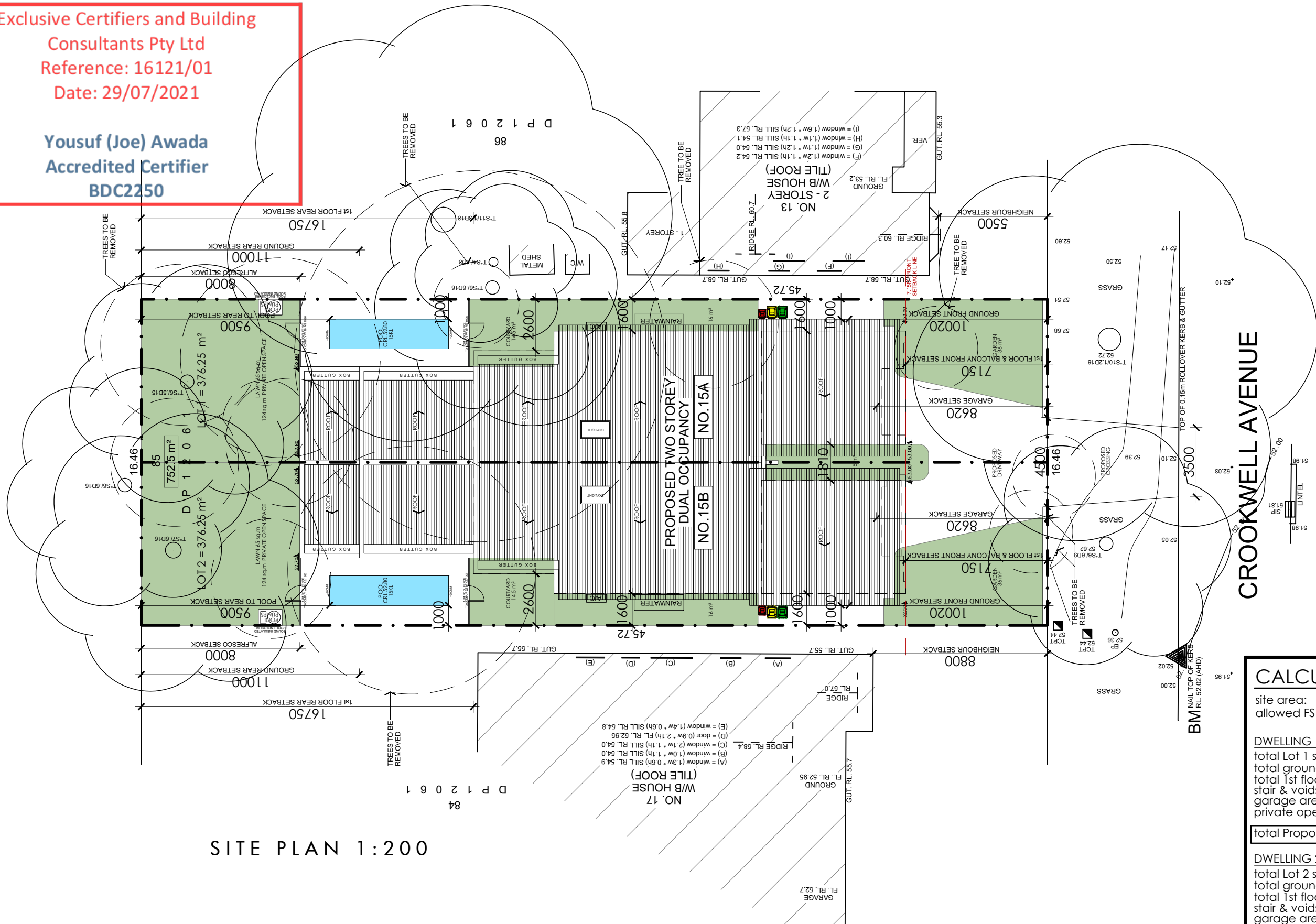
FENCING: Provide paling fence 1500mm height to side and rear boundaries if directed. Posts to be 125 x 50mm in sawn approved durable hardwood, morticed for two rails and sunk into ground 600mm at maximum of 2700 mm. Posts at angles in fencing to be 125mm square. Well ram around posts. Where rock is encountered posts are to be set in concrete. Fit two rows of 75 x 50mm hardwood rails into mortises. Cover framing with selected palings.. Cut line at top to follow ground profile or as directed. All timber in ground or concrete to be well tarred or treated with an approved preservative. If other type of fencing is nominated on plans, construction is to be as per these or manufacturers specifications.

SWIMMING POOLS: Swimming pool access is to comply with NCC Vol. 2, F 2.5.2 (a

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SITE PLAN 1:200



CROOKWELL AVENUE

CALCULATIONS:

site area: 690.6 sq.m
allowed FSR 25% site + 300m²: 472.65 sq.m

DWELLING 1

total Lot 1 site area: 345.3 sq.m
total ground floor area: 135 sq.m
total 1st floor area: 132 sq.m
stair & voids area: 13.5 sq.m (deducted)
garage area: 18 sq.m (deducted)
private open space: 92 sq.m

total Proposed Floor area: 235.5 sq.m

DWELLING 2

total Lot 2 site area: 345.3 sq.m
total ground floor area: 135 sq.m
total 1st floor area: 132 sq.m
stair & voids area: 13.5 sq.m (deducted)
garage area: 18 sq.m (deducted)
private open space: 92 sq.m

total Proposed Floor area: 235.5 sq.m

total Proposed Floor area: 471 sq.m

LANDSCAPING

Total Landscaping area: 278 sq.m (245.3 sq.m required)

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LOT 1 = 376.25 m²

LOT 2 = 376.25 m²

PUMP
POOL
ENCLOSURE
SOUND INSULATED

PUMP
POOL
ENCLOSURE
SOUND INSULATED

CLOTHES LINE
CLOTHES LINE

CLOTHES LINE
CLOTHES LINE

CLOTHES LINE
CLOTHES LINE

PUMP
POOL
ENCLOSURE
SOUND INSULATED

GROUND FLOOR PLAN 1:100

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date: 20th July 2021

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P: 1300 995 110
M: 0405 125 350
E: info@mcubed.com.au
W: mcubed.com.au

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FIRST FLOOR PLAN 1:100



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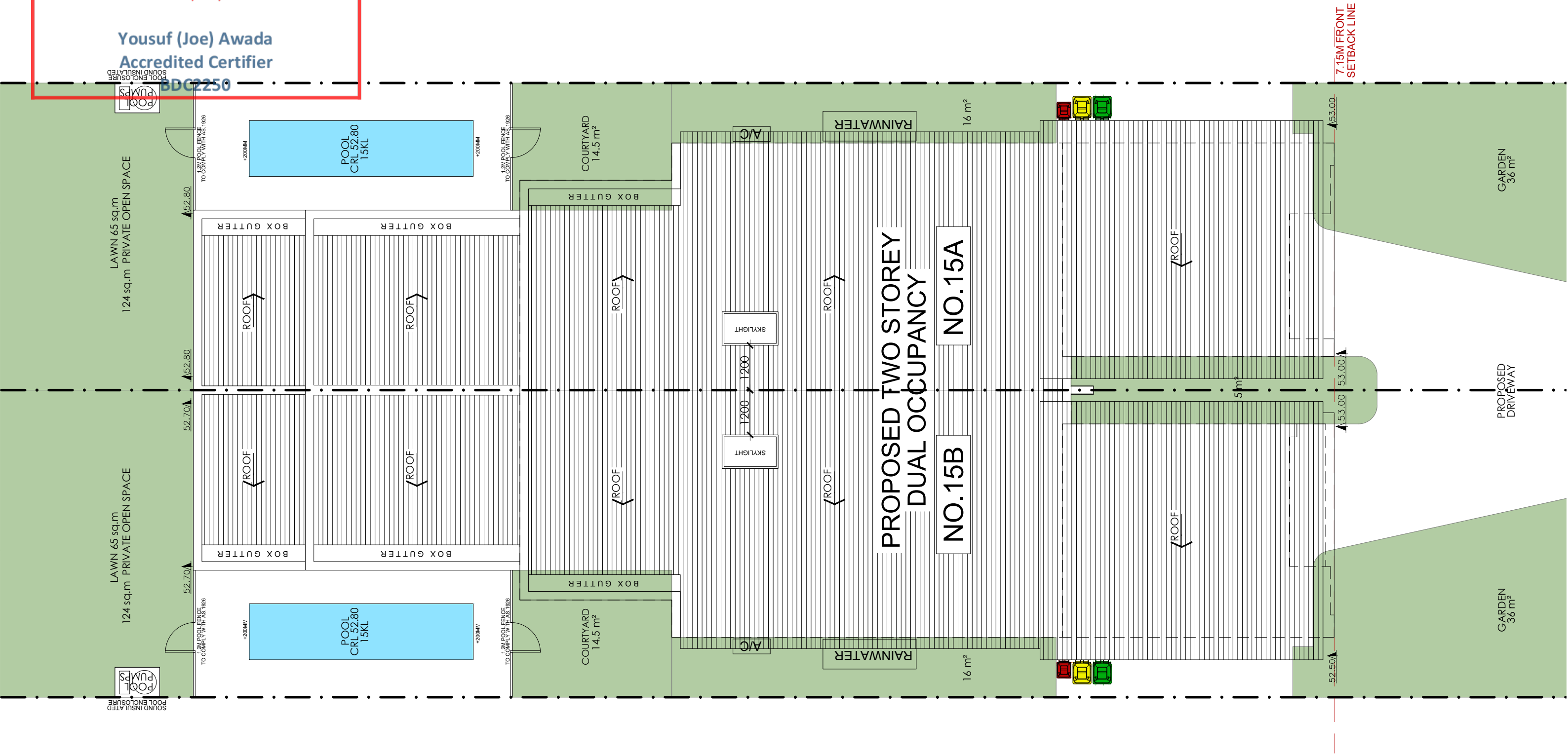
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ROOF PLAN 1:100



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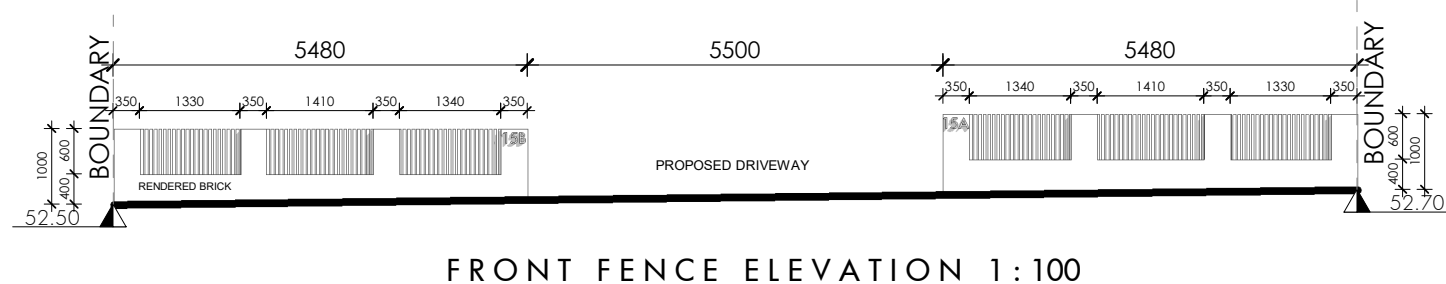
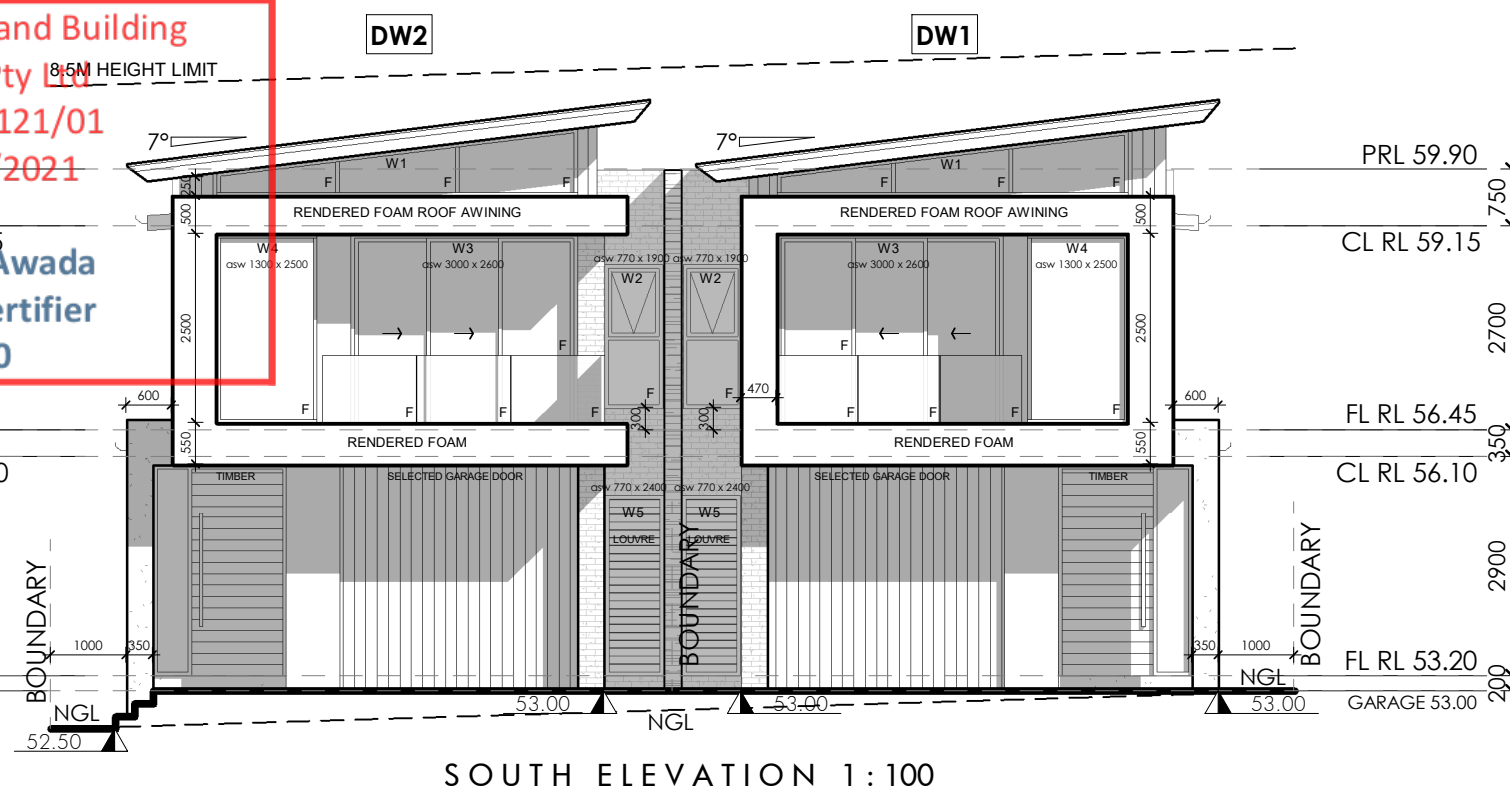
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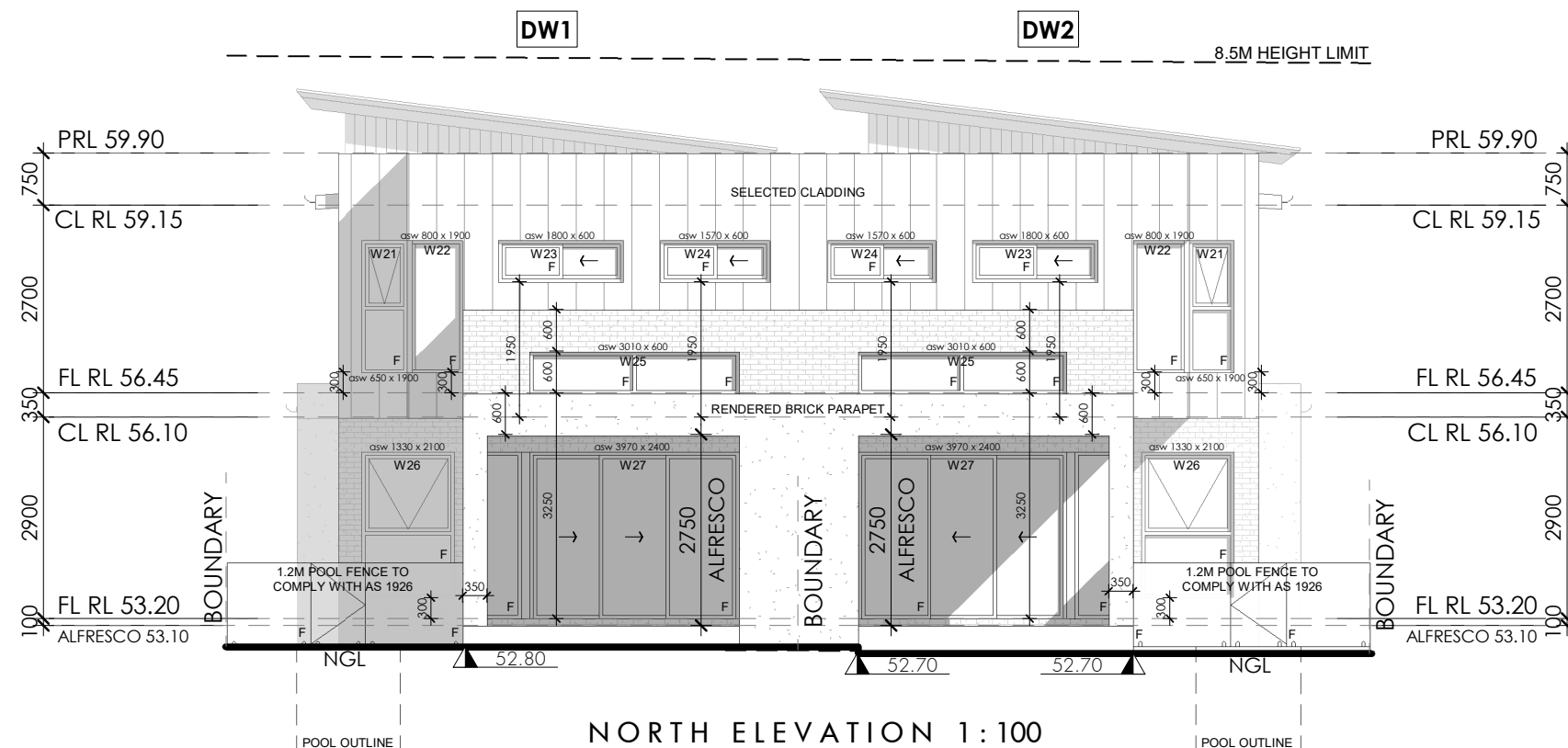
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MATERIALS COLOUR SCHEDULE

WALLS:	RENDERED PAINTED LIGHT GREY/ FACE BRICK WHISPER WHITE (DULUX)
ROOF:	METAL ROOF SHEETING (SHALE GREY OR SIMILAR)
WINDOWS:	SILVER/CHARCOAL ALUMINIUM FRAME OR SIMILAR
BRICK COLUMNS/ PARAPETS:	RENDERED AND PAINTED SAME AS WALLS
FRONT DOOR:	TIMBER OR PAINTED
FEATURE WALL:	TRAVERTINE/CONCRETE OR SIMILAR



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8.5M HEIGHT LIMIT

PRL 59.90

CL RL 59.15

2700

FL RL 56.45

CL RL 56.10

2900

FL RL 53.20

DW1

SELECTED CLADDING

asw 850 x 1500

asw 850 x 1500

asw 850 x 1000

asw 1930 x 1000

asw 850 x 1000

asw 2050 x 600

SELECTED CLADDING

asw 1500 x 1900

asw 4760 x 600

LOUNGE FL-CL

3850

asw 1450 x 2400

asw 1890 x 2400

1.2M POOL FENCE TO
COMPLY WITH AS 1926

PRL 56.45

CL RL 55.85

2750

FL RL 53.10

53.00 NGL

NGL

52.80 NGL

DW1 EAST ELEVATION 1:100

DW1

8.5M HEIGHT LIMIT

METAL ROOF

SELECTED CLADDING

SELECTED FACE BRICK

COMMON WALL AT BOUNDARY

asw 850 x 2100

W28

F

PRL 59.90

CL RL 59.15

2700

FL RL 56.45

CL RL 56.10

2900

FL RL 53.20

asw 850 x 2100

52.80 NGL

53.00 NGL

DW1 WEST ELEVATION 1:100



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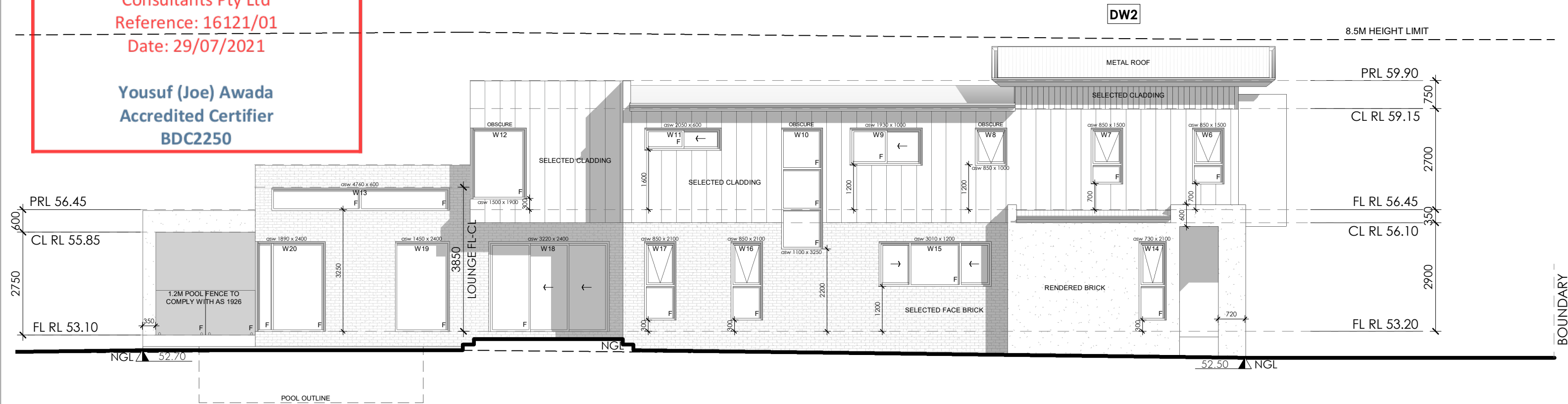
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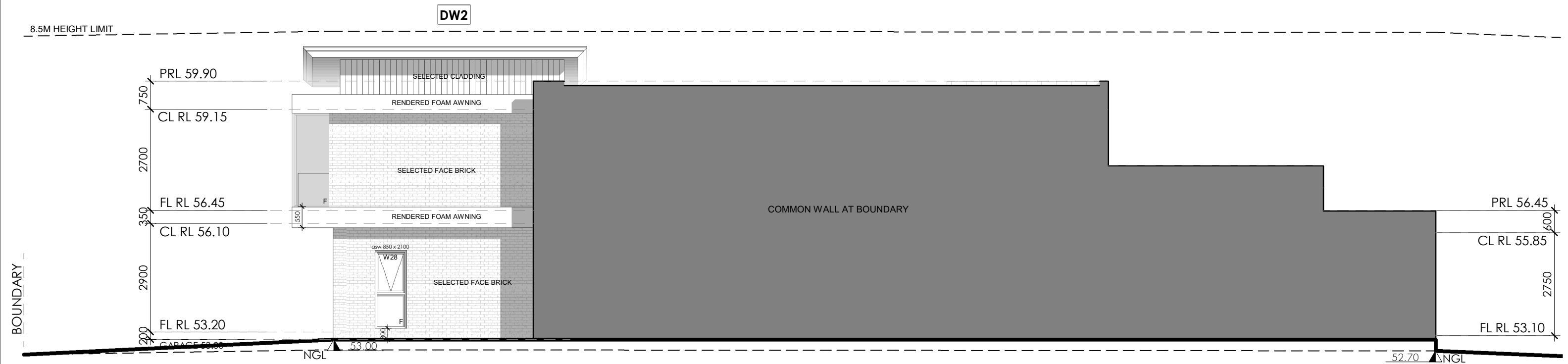
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DW2 WEST ELEVATION 1:100



DW2 EAST ELEVATION 1:100

RL 59.90

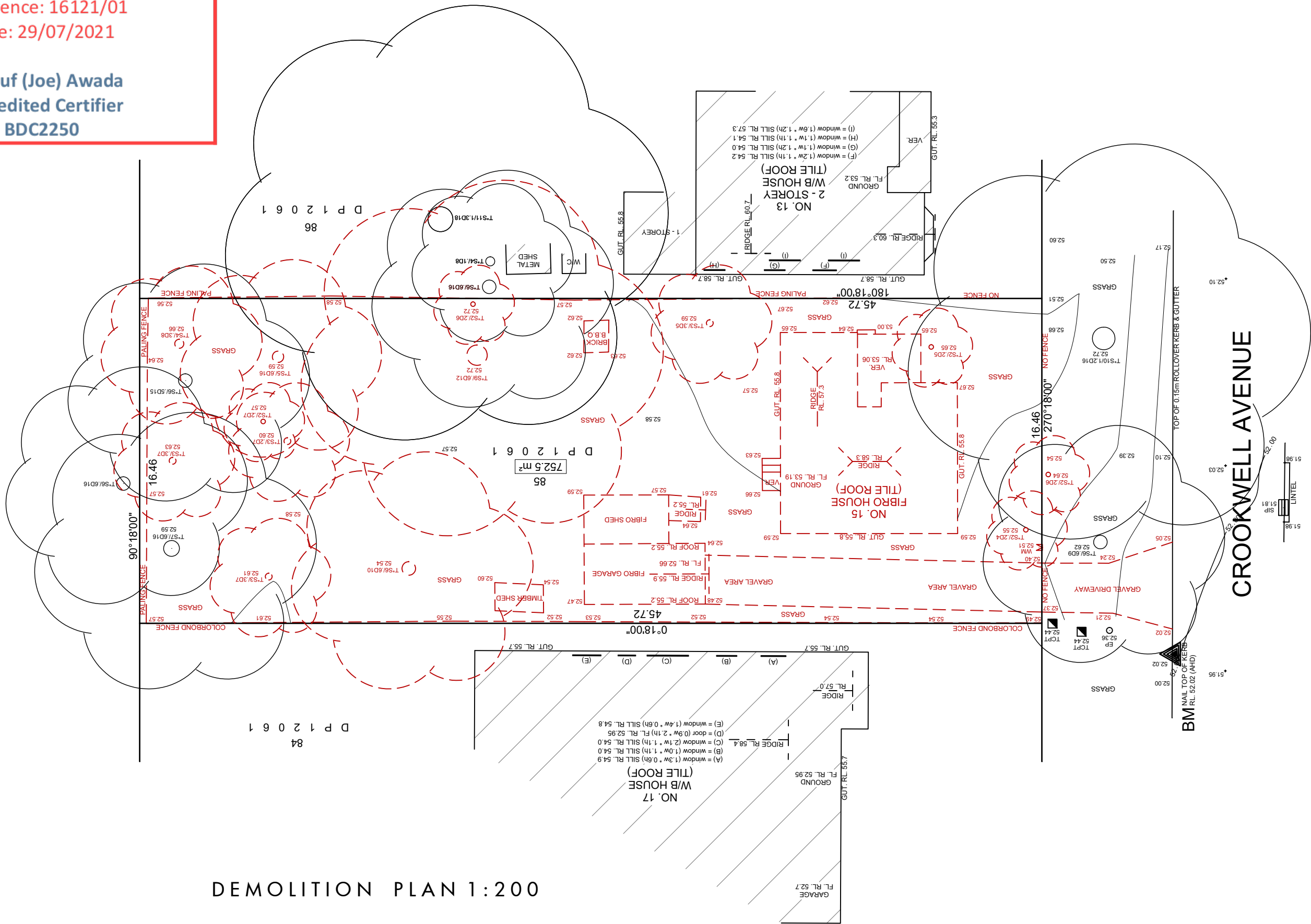


CONCRETE SLAB ON GROUND FLOOR-SUSPENDED FLOOR	NIL	
ABOVE GARAGE:	NIL	
EXTRNAL WALL - Cavity Brick	0.50 (or 1.17 including construction)	
CEILING AND ROOF		
FLAT CEILING/LOW-PITCHED	CEILING: R4.50(UP) ROOF: FOIL/SARKING	Medium (SOLAR ABSORPTANCE >0.70)

POOL
NO MORE THAN 15KL FOR EACH DWELLING

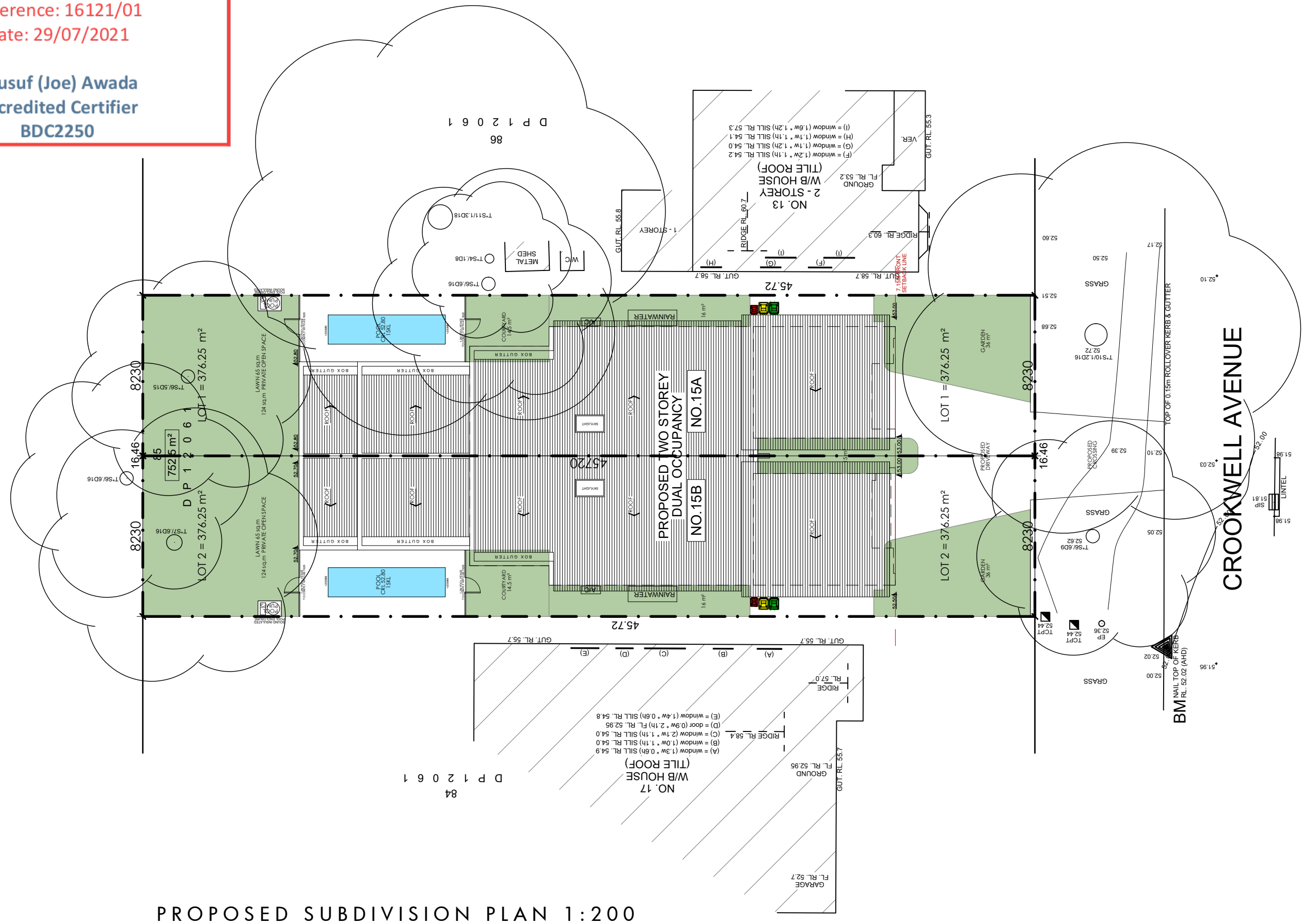
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DEMOLITION PLAN 1:200

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PROPOSED SUBDIVISION PLAN 1:200



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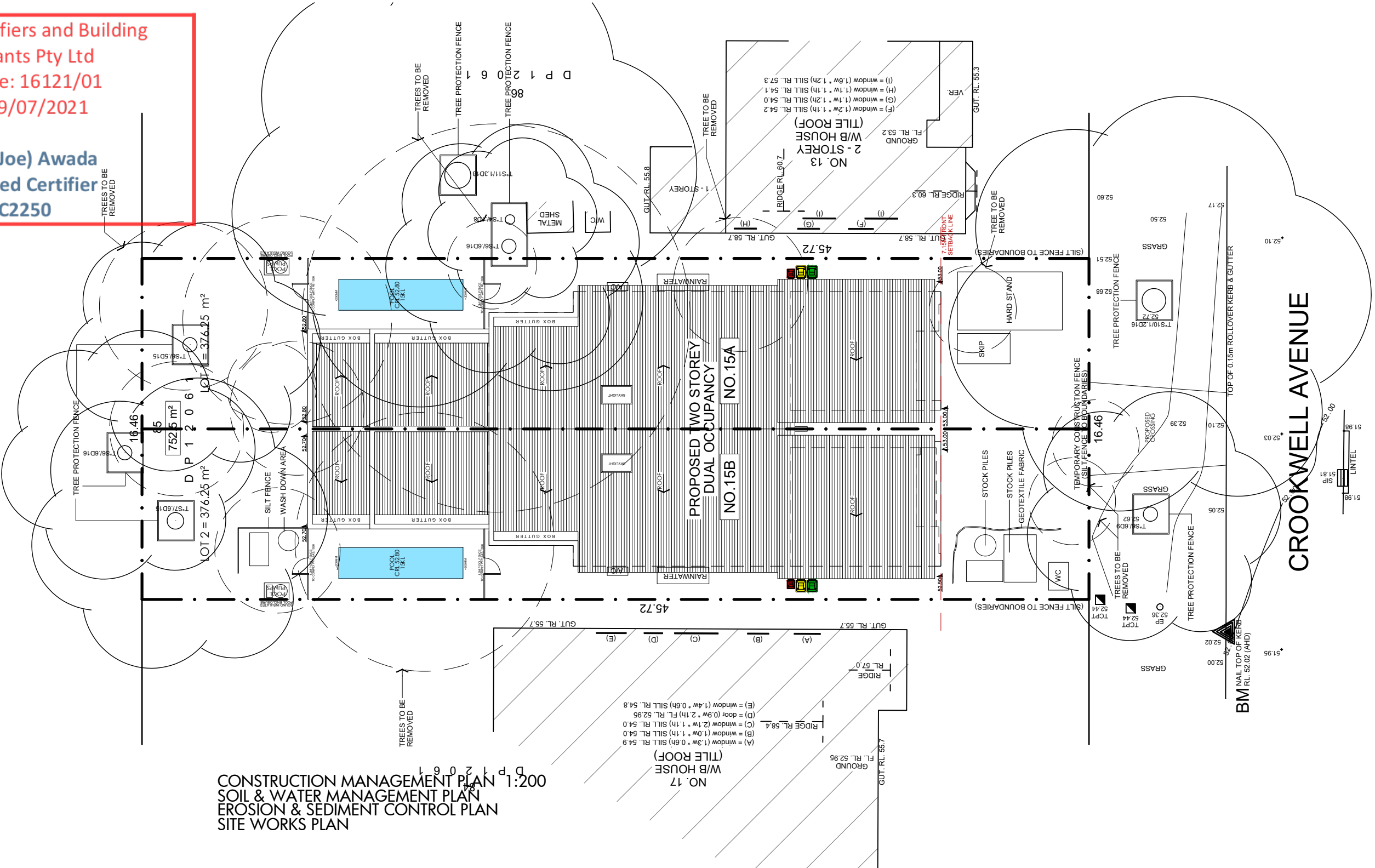
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CONSTRUCTION MANAGEMENT PLAN 1:200
SOIL & WATER MANAGEMENT PLAN
EROSION & SEDIMENT CONTROL PLAN
SITE WORKS PLAN

EROSION CONTROL NOTES:

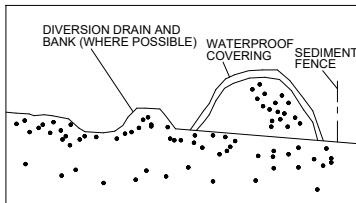
1. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE INSTALLED PRIOR TO SITE DISTURBANCE AND TO BE INSPECTED AND MAINTAINED DAILY BY SITE MANAGER.
2. STRIPPING OF GRASS AND VEGETATION ETC. FROM SITE SHALL BE KEPT TO A MINIMUM.
3. TOPSOIL FROM ALL AREAS THAT WILL BE DISTURBED TO BE STRIPPED AND STOCKPILED AND TO BE KEPT CLEAR FROM DRAINS, GUTTERS AND FOOTPATHS.
4. DRAINAGE IS TO BE CONNECTED TO STORMWATER SYSTEM AS SOON AS POSSIBLE.
5. ROADS AND FOOTPATH TO BE SWEEPED DAILY.
6. ALL SEDIMENT CONTROL STRUCTURES TO BE INSPECTED AFTER EACH RAINFALL EVENT FOR STRUCTURAL DAMAGE AND ALL TRAPPED SEDIMENT TO BE REMOVED TO A NOMINATED SOIL STOCKPILE.

SILTATION MANAGEMENT PROCEDURE

1. ERECT SILT FENCE & GRAVEL DRAIN
2. DEMOLISH EXISTING BUILDING
3. EXCAVATE BASEMENT AND PLACE TEMPORARY PUMP-OUT SEDIMENT PIT
4. FINISH CONSTRUCTION
5. SILT FENCE AND GRAVEL DRAIN ARE NOT TO BE REMOVED UNTIL CONSTRUCTION IS COMPLETE AND GARDEN HAS BEEN FULLY RE-VEGETATED.

SILT FENCES

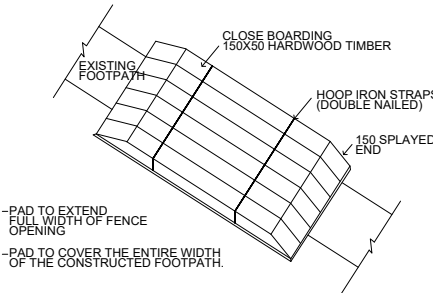
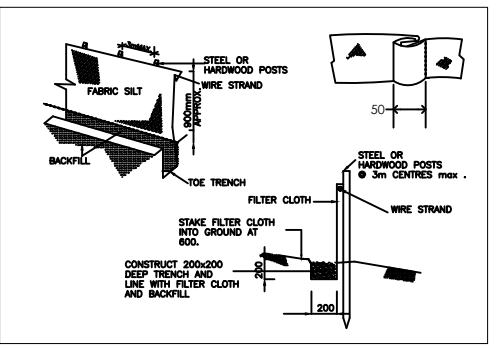
- FILTERS SILT FROM LOW TO MEDIUM FLOWS OF SURFACE WATER ON GENTLY SLOPING OR STEEP UNEVEN TERRAIN.
- CONSIST OF A FILTER FABRIC ('GEOTEXTILE FILLER'), ATTACHED TO A STEEL WIRE OR CABLE, WHICH IS SUPPORTED ON 900mm LONG STEEL OR WOODEN POSTS AT 2.5-3m CENTRES.
- THE LOWER END OF THE FABRIC IS EMBEDDED INTO THE GROUND, AS SHOWN IN FIGURE 1.
- GENERALLY FOLLOW THE CONTOURS OF THE LAND.



SILT FENCE DETAILS
BUILDING MATERIAL STOCKPILES

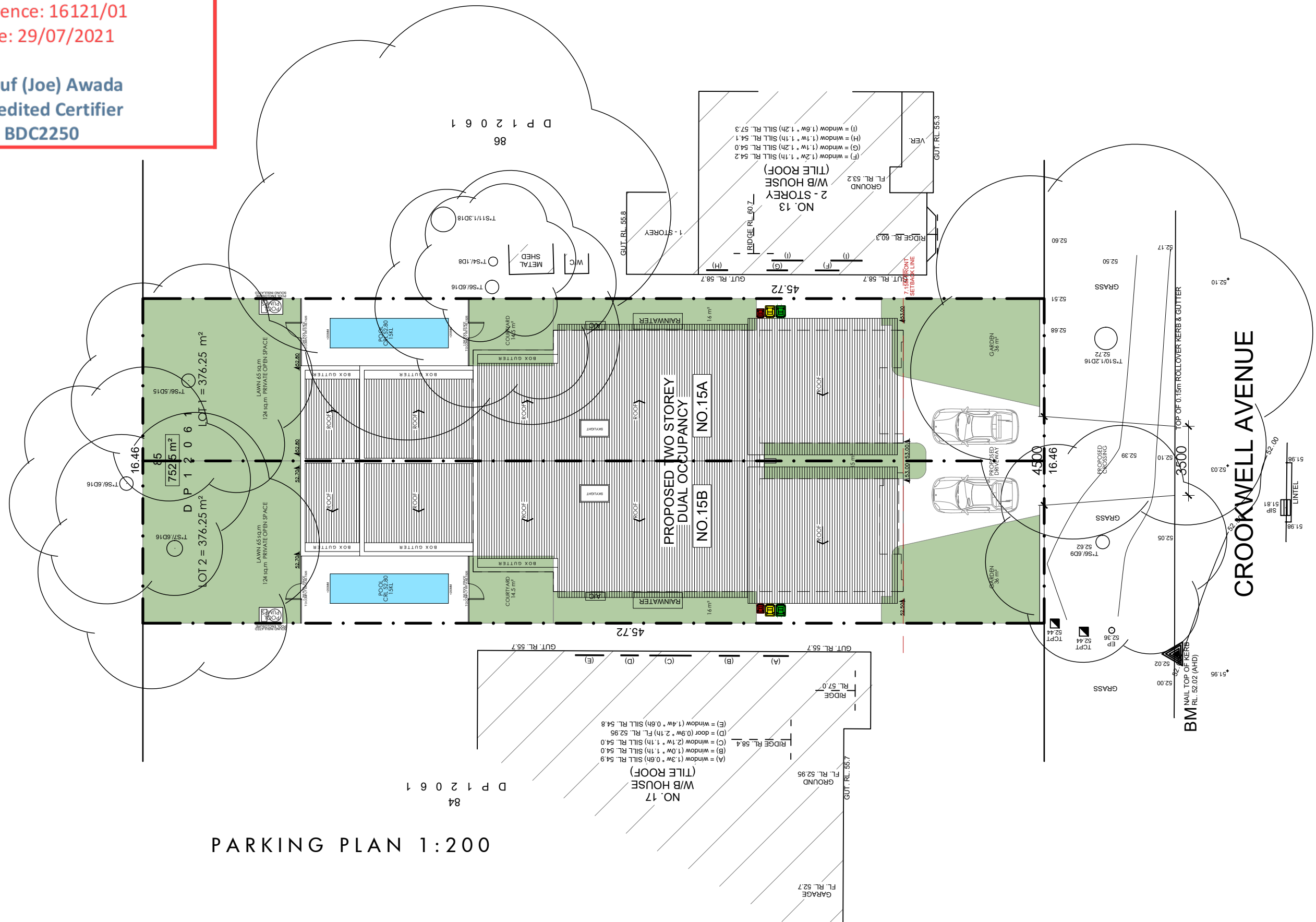
LEGEND

- SILT FENCE
- STOCKPILES
- GEOTEXTILE FABRIC FILLED WITH GRAVEL
- STORMWATER PIT



TEMPORARY CONSTRUCTION EXIT

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PARKING PLAN 1:200



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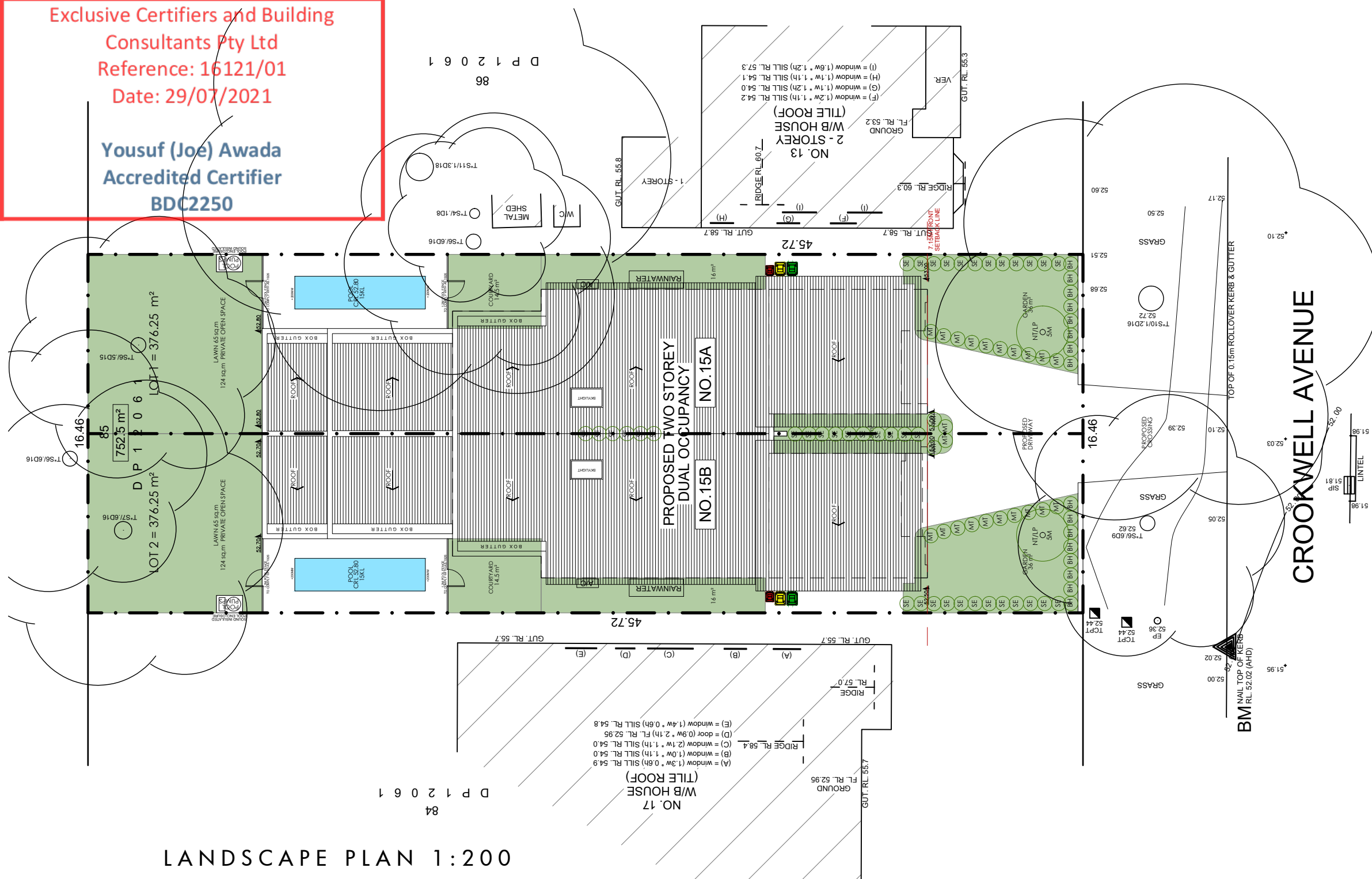
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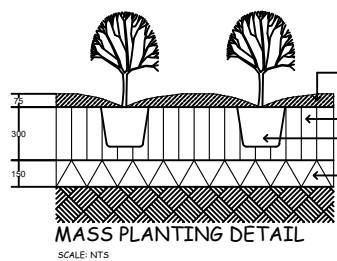
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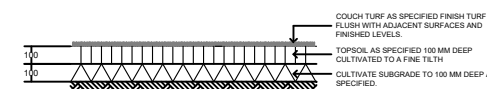
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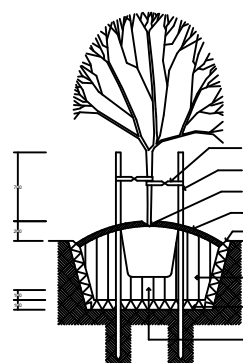
LANDSCAPE PLAN 1:200



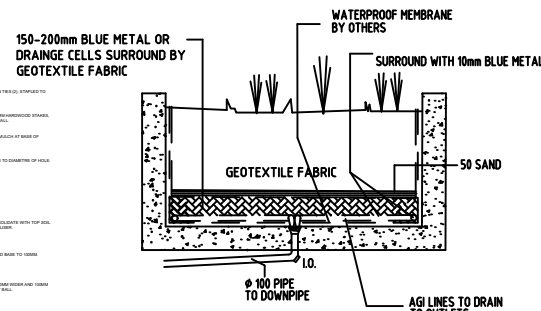
SCALE: NTS



SCALE: NTS



SCALE: NTS



SCALE: NTS

LEGEND:

code	plant name	pot size	size at maturity	qty
GA	Gardenias	200mm	clipped to 2.0m	0
BH	bux hedges	200mm	clipped to 0.8m	16
NT/LP	Native Tree "LILLI PILLI" Acmena smithii	200mm	Front 5m	2
NT/WM	Native Tree "Willow Myrtle" Agonis flexuosa	50L	Rear 8m	0
MT	Melaleuca thymifolia (Thyme Honey Myrtle)	200mm	1.5m	24
SE	Eremophila nivea (Silky Eremophila)	200mm	1.5m	34

SPECIFICATION NOTES

SITE PREPARATION / SOIL WORKS

ALL EXISTING TREES MARKED FOR RETENTION SHALL BE PROTECTED FOR THE DURATION OF THE BUILDING WORKS. REMOVE FROM SITE ALL PERENNIAL WEEDS SUCH AS OXALIS, ONION WEED AND THE LIKE.
NO REGRADING IS TO BE CARRIED OUT WITHIN THE DRIP LINE OF THE TREES TO BE RETAINED. WHERE EXCAVATION IS NECESSARY USE HAND METHODS TO AVOID DAMAGE TO THE ROOT SYSTEM. DO NOT CUT GREATER THAN 50MM. CUT ROOTS CLEANLY WITH A SAW AND DO NOT SEAL THE WOUND.

SOIL WORKS

THOROUGHLY CULTIVATE THE SUBSOIL TO A DEPTH OF 200MM. SUPPLY AND INSTALL TO A DEPTH 300MM THE FOLLOWING SOIL MIX:

SOIL DEPTH	
TURF	150MM
PLANTING	300MM
SOIL MIX	
BLACK LOAM	60%
COARSE WASHED RIVER SAND	40%
ORGANIC LAYER 50MM DEEP	
CULTIVATE A 50MM LAYER OF ORGANIC	
ADD MIX INTO THE TOP 100MM OF SOIL MIX	
ADDMIX COMPOSITION	
TREATED HARDWOOD SAWDUST	30%
PINE PARK FINES	40%
COMPOSTED MANURE	30%

TREE PLANTING AREAS TO BE MOUNTED 300MM ABOVE THE EXISTING GROUND LINE TO IMPROVE DRAINAGE FROM PLANTING HOLES. TREE HOLES TO BE EXCAVATED TWO TIMES LARGER THAN THE ROOT BALL AND BACKFILLED WITH SOIL MIX AS SPECIFIED ABOVE.

ON SLAB PLANTERS

DRAINAGE LAYER

AFTER WATERPROOFING OF PLANTERS LAY DRAINAGE LAYER WHICH SHALL INCLUDE:

- * 40MM ATLANTIS DRAINAGE CELL OR SIMILAR APPROVED.
- * FILTER FABRIC EQUIVALENT TO ICI TERRA FIRMA 700.
- * WASHED RIVER SAND LAYER 50MM IN DEPTH.

LIGHT WEIGHT SOIL MIX

LIGHT WEIGHT SOIL MIX SHALL BE COMPOSED OF THE FOLLOWING MATERIALS AND MIXED IN THE GIVEN PROPORTIONS TO PRODUCE A MATERIAL WITH A ph. RANGE OF 6.0-6.5.

- * 30% BLACK LOAM
- * 30% DOUBLE WASHED COURSE RIVER SAND
- * 20% BOTANY HUMUS
- * 10% COMPOSTED BARK FINES
- * 10% COMPOSTED HARDWOOD SAWDUST

MULCH

SUPPLY AND PLACE 75MM LAYER OF PINE BARK HORTICULTURAL GRADE MULCH, (GRADED IN SIZE 15MM X 15MM X 15MM, FREE FROM WOOD SLIVERS). SET DOWN 25MM FROM ADJACENT PAVING.

PLANT MATERIALS

ALL PLANTS SHALL BE TRUE TO TYPE, OF HEALTHY GROWTH DISEASE FREE NURSERY STOCK AND NOT DISPLAYING RESTRICTED GROWTH PATTERNS. SHOULD THERE BE A REQUIREMENT FOR SUBSTITUTIONS THEY SHALL NOT CHANGED WITH OUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT. NO VARIETATED STRAIN SHALL BE USED. ALLOW FOR SLOW RELEASE FERTILIZER TO ALL PLANTS APPLIED AT THE MANUFACTURERS RECOMMENDED RATE TO BE SAME OR SIMILAR TO OSMOCOTE.

FERTILIZER

MASS PLANTED AREAS: ALLOW 2 SHIRLEYS SLOW RELEASE KOKOI PELLETS PER 5 - 35 LITRE PLANT AND ONE PER 150MM PLANT TURF AREAS: ALLOW SHELLYS NO.17 LAWN FERTILIZER OR EQUIVALENT, APPLIED IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS.

STAKES AND TIES

DURABLE HARDWOOD, STRAIGHT, SIZE SHALL BE 50X50X180 WITH TIES SPACED APPROXIMATELY 300MM APART. DRIVE STAKES 600MM INTO THE GROUND ON THE WINDWARD SIDE OF THE PLANT. TIES SHALL BE 50MM HESSIAN WEBBING FIXED IN A FIGURE OF THE EIGHT PATTERN.

PLANT ESTABLISHMENT PERIOD

FROM THE DATE OF PRACTICAL COMPLETION, THERE SHALL BE A PERIOD OF 26 WEEKS FOR THE PLANTING ESTABLISHMENT PERIOD. ANY FAILED PLANTS SHALL BE REPLACED WITH THE SAME TYPE AND SPECIES. THE MULCHED SURFACES SHALL BE MAINTAINED IN A NEAT AND TIDY CONDITION. STAKES AND TIES SHALL BE ADJUSTED AS REQUIRED AND THE TURF SHALL BE REGULARLY MOWED TO MAINTAIN A HEALTHY GROUND COVER. A CONSTANT WATER REGIME SHALL BE MAINTAINED TO ENSURE HEALTHY GROWTH OF ALL PLANT MATERIAL.

IRRIGATION

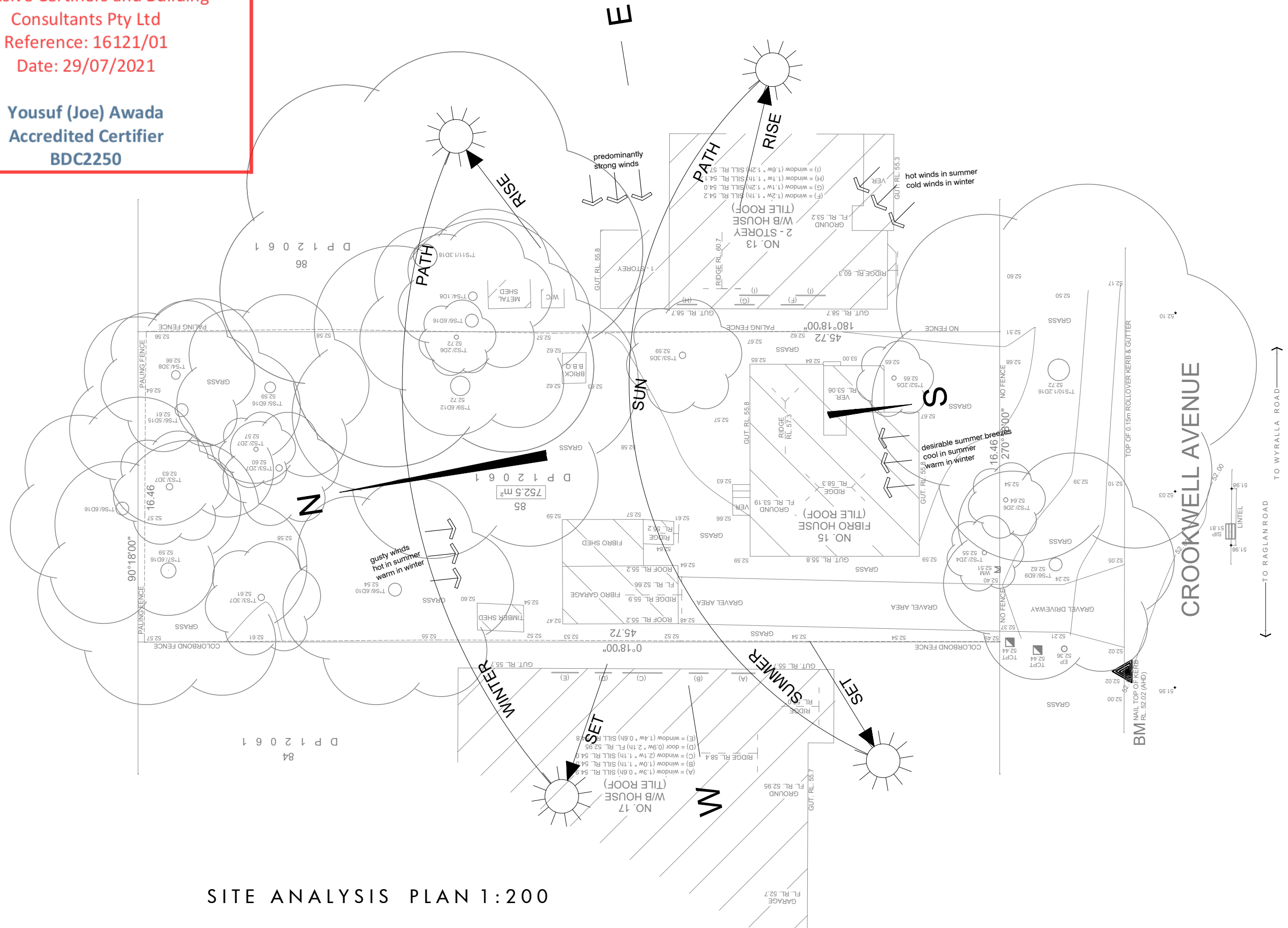
ALL PLANTING AREAS TO BE SUPPLIED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM, SHRUB RISERS AND POP-UPS ON PVC LATERALS. THE IRRIGATION SYSTEM SHALL MEET ALL THE REQUIREMENTS OF THE WATER BOARD AND ELECTRICITY SUPPLY AUTHORITY AND RELEVANT AUSTRALIAN STANDARDS. IRRIGATION HEADS TO BE EQUIVALENT TO TORO 570 SPRINKLERS. PROVIDE RICHEL OR SIMILAR APPROVED CONTROLLER. CONNECTION TO THE WATER BOARD MAINS TO BE THROUGH AN APPROVED REDUCED PRESSURE ZONE DEVICE INSTALLED TO THE WATER BOARD REGULATIONS.

PARTICULAR ATTENTION SHOULD BE PAID BY THE CONTRACTOR TO ENSURE MINIMAL OVERSPRAY ONTO PATHS, BUILDINGS AND ADJACENT PROPERTIES BY CORRECT HEAD PLACEMENT AND ADJUSTMENT OF ARC PATTERNS. NOZZLES TO BE MANUALLY TRIMMED TO SUIT AREA OF COVERAGE AND MINIMISE OVERSPRAY.

LAY PIPES TO MINIMISE LENGTH AND PLACE HEADS TO PROVIDE EVEN COVERAGE. ALL PIPES AND CABLE TO BE INSTALLED IN A COMMON TRENCH WHERE POSSIBLE.

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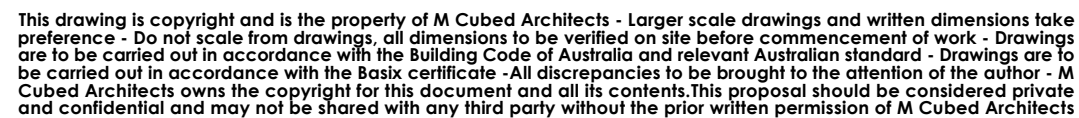
SITE ANALYSIS PLAN 1:200

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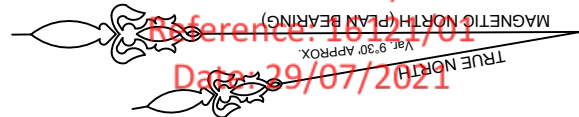


Mounzer Mortada
NOMINATED ARCHITECT 10697

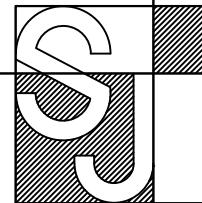
P: 1300 995 110
m: 0405 125 350
e: info@mcubed.com.au
w: mcubed.com.au

16/16

Exclusive Certifiers and Building
Consultants Pty Ltd



Yousuf (Joe) Awada
Accredited Certifier
BDC2250



S.J SURVEYING SERVICES PTY LTD
LAND & ENGINEERING SURVEYORS
ABN 76 600 839 978

P.O. BOX 139
MORTDALE, NSW 2223
PHONE Mob: 0408 671 199
FAX: (02) 9570 1390

EMAIL: sash@sjsurveying.com
www.sjsurveying.com

TITLE
DETAIL AND LEVEL SURVEY
NO. 15 CROOKWELL AVENUE,
MIRANDA
LOT 85 DP 12061

CLIENT
LLYODS BUILDING &
DEVELOPMENT PTY LTD

SURVEYED BY: S.H & P.S

DRAWN BY: J.D

PLAN DETAILS

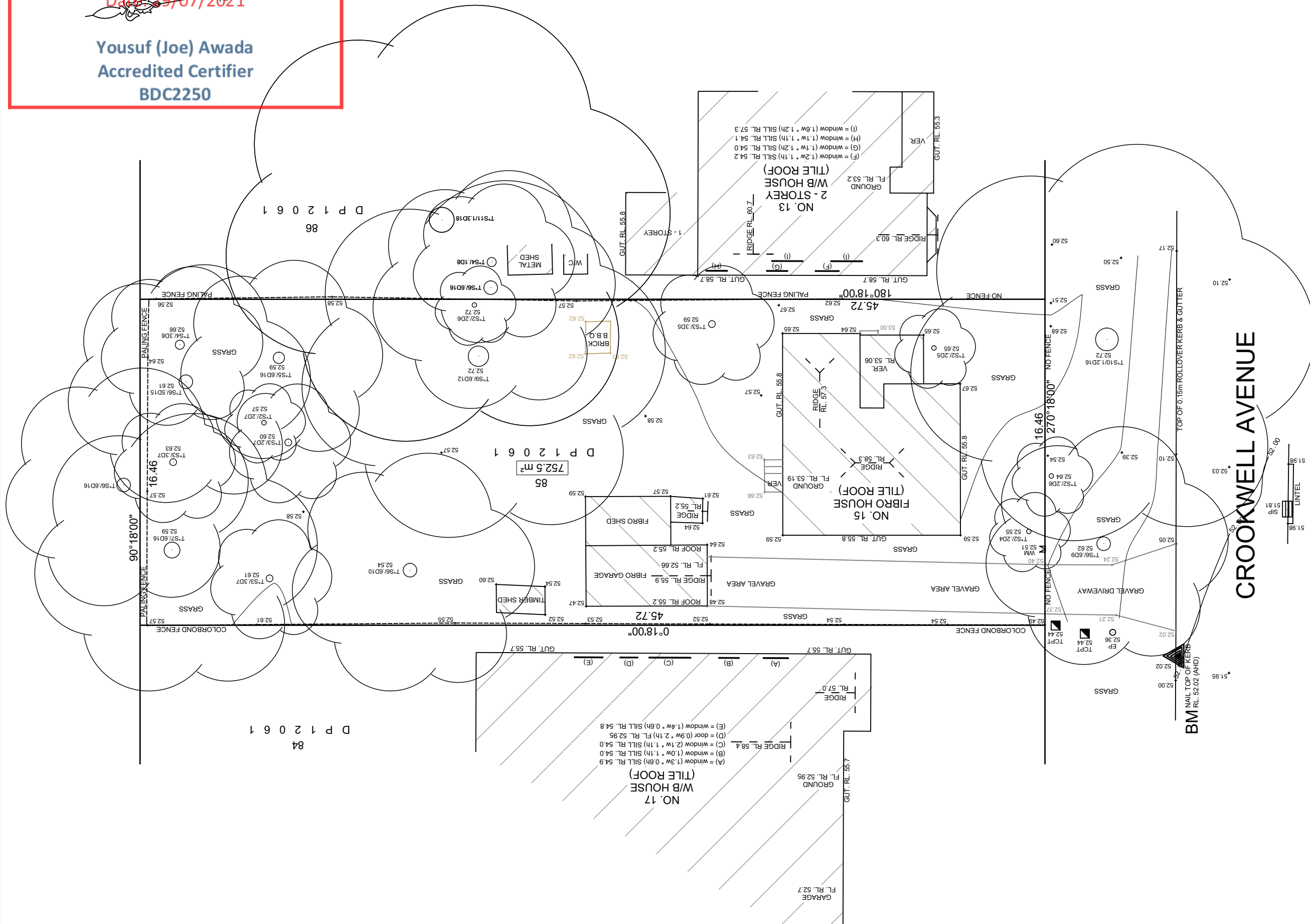
JOB No.:	308021
FILE No.:	308021
SCALE:	1 : 100 (A1)
PLAN DATE:	11/05/21
DATE OF SURVEY:	06/05/21
CONTOUR INTERVAL:	0.2m

HEIGHT DATUM:
SSM 84332 RL. 51.362 (AHD) CLASS LB

LEGEND		IS	SIGN
WM	WATER METRE	GP	GULLY PIT
SIP	SURFACE INLET PIT	SV	STOP VALVE
TCPT	TELSTRA PIT	AV	AIR VENT
SMH	SEWER MAN HOLE	FL	FLOOR LEVEL
SWMH	STORM WATER MH.	BM	BENCH MARK
BT	BOUNDARY TRAP	MH	MAN HOLE
EP	ELECTRIC POLE	GAS	GAS METER
S	RADIAL TREE SPREAD	PIT	UNKNOWN PIT
TL	TRAFFIC LIGHT	HY	HYDRANT
DMR	RTA UTILITY	TAP	WATER TAP
EBOX	ELECTRICITY BOX	CO	CLEAR OUT

NOTE:

- (1) NO BOUNDARIES HAVE BEEN MARKED OR SURVEYED (TILE DIMENSIONS SHOWN).
- (2) LOT BEARINGS, DIMENSIONS AND AREA HAVE BEEN COMPILED FROM DP12061 AND ARE SUBJECT TO FINAL SURVEY.
- (3) ALL DETAIL AND FEATURES SHOWN HEREON HAVE BEEN PLOTTED IN RELATION TO THE OCCUPATIONS (FENCES AND/OR WALLS ETC). THESE OCCUPATIONS HAVE NOT YET BEEN ACCURATELY LOCATED IN RELATION TO THE BOUNDARIES.
- (4) SHOULD ANY FEATURES OR STRUCTURES BE CRITICAL TO THE DESIGN OF THE FUTURE DEVELOPMENT THAT FEATURE SHOULD BE ACCURATELY LOCATED. WHERE OFFSETS TO BOUNDARIES ARE CRITICAL FURTHER SURVEY IS REQUIRED.
- (5) SERVICES THAT ARE NOT SHOWN ON THE PLAN WERE NOT VISIBLE AT THE TIME OF THE SURVEY. NO INVESTIGATION OF UNDERGROUND SERVICES HAS BEEN MADE. ALL RELEVANT AUTHORITIES SHOULD BE NOTIFIED PRIOR TO ANY EXCAVATION ON OR NEAR THE SITE. (DIAL 1100 BEFORE YOU DIG).
- (6) SPOT LEVELS SHOULD BE USED FOR CALCULATION OF QUANTITIES WITH CAUTION.
- (7) CONTOURS ARE INDICATIVE ONLY. ADOPT SPOT LEVELS IN PREFERENCE TO CONTOURS.
- (8) SIGNIFICANT TREES SHOWN 'APPROXIMATELY' ONLY.
- (9) ADJOINING PROPERTIES AND WINDOWS LOCATIONS APPROXIMATE ONLY.
- (10) SHOULD THERE BE ANY DISCREPANCIES ON THE SURVEY PLAN PLEASE CONTACT S.J SURVEYING SERVICES PTY LTD IMMEDIATELY BEFORE WORK COMMENCES.



Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

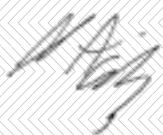
A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation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

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

^Additional information

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

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



Certificate No:

Issued on:

Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

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

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



FOLIO: 85/12061

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/6/2022	2:17 PM	6	22/7/2021

LAND

LOT 85 IN DEPOSITED PLAN 12061

AT MIRANDA

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM DP12061

FIRST SCHEDULE

GB DEV PTY LTD

(T AR265433)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A976597 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 3 AR265434 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1276800.

*** END OF SEARCH ***

Shire of Sutherland

A.991800. 14-9-23

DP 12061

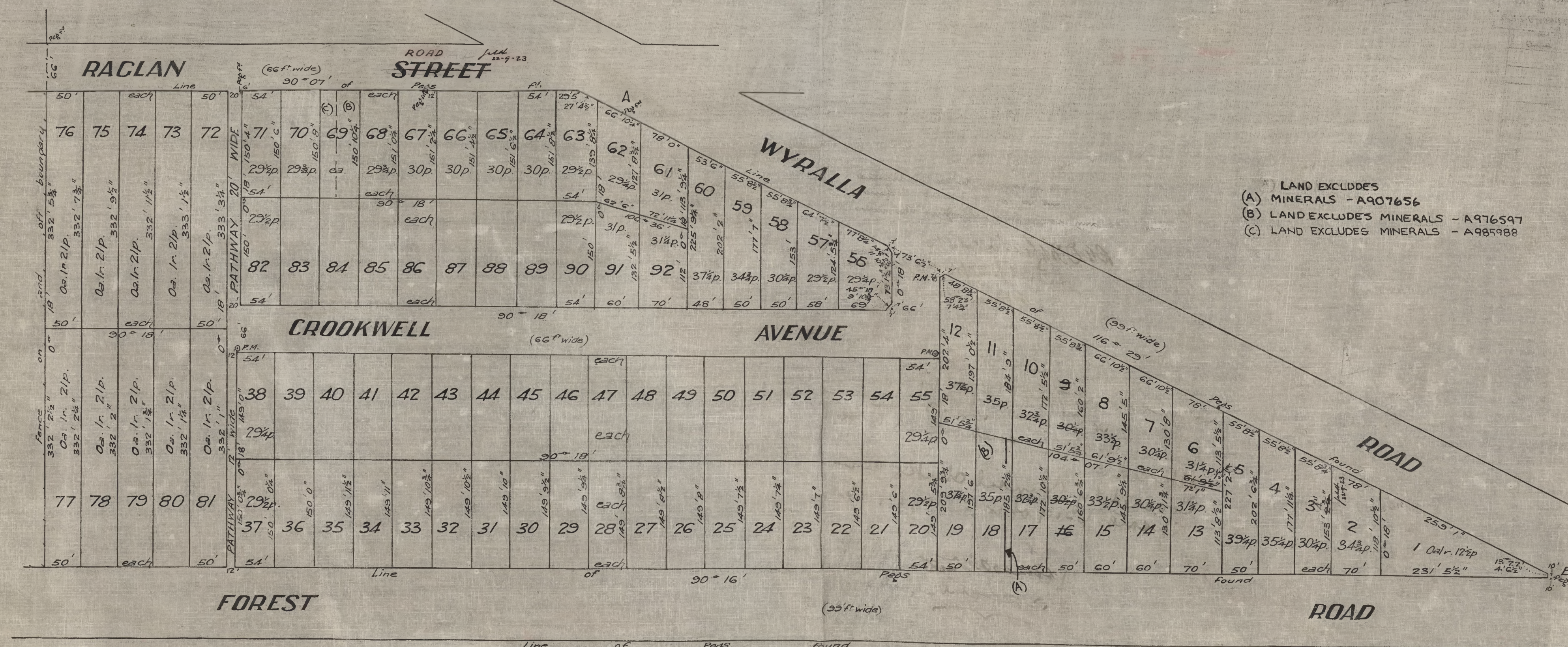
PLAN

of Subdivision of Lots 3 to 22 Deposited Plan 7113

—CYMEA BAY VIEW ESTATE—

—Parish of Sutherland—County of Cumberland—

—Scale 100 feet to an inch—



Note There are no Restrictions.
Streets, pathways and corners plays
are dedicated absolutely to the Shire of
Sutherland as Public Highways.

Subscribed and declared before me at Sydney
this 4th day of September 1922.

Edw. Hutton J.P.

I John Alexander Harrison of Sydney licensed Surveyor specially licensed under the Real Property
Act do hereby solemnly and sincerely declare that the boundaries and measurements shown on this
plan are correct for the purposes of the said Act and that the survey of the land to which the plan relates
has been made under my immediate supervision and I make this solemn declaration conscientiously
believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

John Alexander Harrison

Licensed Surveyor

Datum line of Azimuth A.B.

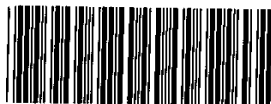
Date of Survey July 1922

D.P. 12061.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 12061		
FEET	INCHES	METRES
4	6 1/2	1.385
4	8 3/8	1.43
6	-	1.83
7	-	2.135
7	4 3/4	2.255
9	10 3/4	3.015
10	-	3.05
11	10 1/2	3.62
12	-	3.66
20	-	6.095
27	4 1/2	8.345
29	5	8.965
33	5 1/8	10.14
43	6 1/2	13.27
48	-	14.63
48	8 3/4	14.855
50	-	15.24
51	-	15.545
51	5 3/4	15.69
51	9 3/8	15.785
53	6	16.305
54	-	16.46
55	8 1/2	16.98
55	8 3/4	16.985
58	-	17.68
60	-	18.29
61	9 1/2	18.835
62	6	19.05
64	7 1/2	19.7
66	-	20.115
66	10 1/4	20.375
66	10 1/2	20.385
69	-	21.03
70	-	21.335
72	1	21.97
72	11 1/4	22.23
73	1 1/2	22.29
73	6 1/2	22.415
77	8 1/4	23.68
78	-	23.775
99	-	30.175
112	-	34.14
113	5 1/2	34.58
113	8 1/2	34.66
113	9 1/4	34.675
118	10 1/2	36.235
124	5 3/4	37.94
127	8 3/4	38.93
130	8	39.825
130	11 3/4	39.92
132	5 1/2	40.375
139	8 1/4	42.575
145	5	44.325
145	9 1/4	44.43
146	7 1/4	44.685
147	11 1/4	45.09
149	-	45.415
149	5 3/4	45.56
149	6	45.57
149	6 1/2	45.58
149	7	45.595
149	7 1/4	45.6
149	7 1/2	45.605
149	8	45.62
149	8 1/2	45.63
149	8 3/4	45.635
149	9 1/4	45.65
149	9 1/2	45.655
149	10	45.67
149	10 1/2	45.68
149	10 3/4	45.69
149	11	45.695
149	11 1/2	45.705
150	-	45.72
150	0 1/4	45.725
150	0 3/8	45.73
150	0 3/4	45.74

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 12061 CONTINUED		
FEET INCHES	METRES	
150 4	45.82	
150 6	45.87	
150 8	45.925	
150 10 1/4	45.98	
151 0 1/4	46.03	
151 1 7/8	46.07	
151 2 1/4	46.08	
151 4 1/2	46.14	
151 6 1/2	46.19	
151 8 1/2	46.24	
153 -	46.635	
153 4	46.735	
160 2	48.82	
160 6 3/4	48.94	
172 5 1/2	52.57	
172 10 1/2	52.69	
177 7	54.13	
177 11 1/4	54.24	
184 9	56.31	
185 2 1/4	56.45	
197 0 1/2	60.06	
197 6	60.2	
197 6 3/8	60.21	
202 2	61.62	
202 4	61.67	
202 6 3/4	61.74	
209 9 3/4	63.95	
225 9 1/4	68.81	
227 2	69.24	
231 5 1/2	70.55	
259 1	78.97	
332 1	101.22	
332 1 1/4	101.23	
332 1 3/4	101.24	
332 2	101.24	
332 2 1/4	101.25	
332 2 1/2	101.26	
332 5 3/4	101.34	
332 7 3/4	101.39	
332 9 1/2	101.43	
332 11 1/2	101.49	
333 1 1/2	101.54	
333 3 1/4	101.58	
1459 7	444.88	
1970 1 5/8	600.5	
AC RD P	SQ M	
- - 29 1/4	739.8	
- - 29 1/2	746.1	
- - 30	758.8	
- - 30 1/4	765.1	
- - 31	784.1	
- - 31 1/4	790.4	
- - 32 1/4	815.7	
- - 32 3/4	828.3	
- - 33 1/2	847.3	
- - 34 3/4	878.9	
- - 35	885.2	
- - 35 1/4	891.6	
- - 37 1/4	942.2	
- - 39 1/4	992.7	
- 1 12 1/2	1328	
- 1 21	1543	

New South Wales



A
976597 L

28 7 23 A

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

A 976597

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of Five hundred and forty pounds six shillings and three pence paid by CHARLES VICTOR PADDISON of Sydney, Estate Agent to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Charles Victor Paddison All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 14th November 1912 Registered Vol. 23 fol. 1 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number A.960347 from the Holt Sutherland Estate Company Limited to Charles Victor Paddison And doth also transfer to the said Charles Victor Paddison all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. A.960347 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Charles

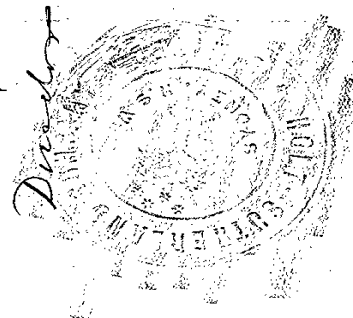
Victor Paddison may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. A960347 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this *thirtenth* day of *July* 1923.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *thirtenth* day of *July* 1923 and such Directors thereupon signed this Transfer in the presence of—

Mr M. M. Maloney
Secretary

Ed. Simpson
W. P. Prince



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

SIGNED in my presence by the said

CHARLES VICTOR PADDISON

personally known to me—

who is

A. G. Simpson
Solicitor for the transferee
whose signature cannot be
obtained without delay

DOCUMENTS LOST OR DESTROYED

Nature.

No.

Regd. Propr., Mtgor., &c.

Lease No A960347
Rect. 666

No. *Memorandum of Transfer of 14ac 1st 27 1/2 pas.*
being lots 6 to 9 incl, lots 13 to 19 incl, and lots 21
and 22, D.P. 4113.

Lodged by

MINTER, SIMPSON & Co.,
SYDNEY.

Shire of Sutherland
Pl. of Sutherland
Reserving Trusts &c

THE HOLT SUTHERLAND COMPANY LIMITED.

Transferor.

Charles Victor Paddison

Transferee.

Particulars entered in the Register Book, Vol. 2314

Folio 22

and on lease 50990

the *16th* day of *August*, 1923
at *minutes* *3* o'clock
in the *after* noon.



Registrar General.

	DATE	INITIALS
SENT TO SURVEY BRANCH	<i>8/8/23</i>	<i>EP</i>
RECEIVED FROM RECORDS	<i>10/8/23</i>	<i>EP</i>
DRAFT WRITTEN	<i>10/8/23</i>	<i>EP</i>
DRAFT EXAMINED	<i>11/8</i>	<i>EP</i>
DIAGRAM COMPLETE	<i>14/8/23</i>	<i>EP</i>
DIAGRAM EXAMINED	<i>15/8/23</i>	<i>EP</i>
DRAFT FORWARDED	<i>16/8/23</i>	<i>EP</i>
RETD. TO RECORDS (REQUISITION)		
RETD. TO RECORDS (REGISTR.)		
RETURNED FROM RECORDS		
CERTIFICATE ENDORSED		
NO. OF ENCLOSURES	<i>20</i>	<i>EP</i>
DEP. REGISTRAR GENERAL		

VOL. *3493* FOL. *103*

Extra diagram for 2/6 28



Applicant:

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:22/4214	Delivery option:	
Certificate date:	23/06/2022	Your reference:	2140

Property:

Lot 85 DP 12061
15 Crookwell Avenue MIRANDA NSW 2228

Zone:

- * Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

- * Sutherland Shire Local Environmental Plan 2015
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Housing) 2021
- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP (Biodiversity and Conservation) 2021
- * SEPP (Industry and Employment) 2021
- * SEPP (Planning Systems) 2021
- * SEPP (Primary Production) 2021
- * SEPP (Resources and Energy) 2021
- * SEPP (Resilience and Hazards) 2021
- * SEPP (Transport and Infrastructure) 2021

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP (Environment), SEPP (Fun) and SEPP (Remediation of Land).

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (1) The extent to which 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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development may not be carried out under this Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development may be carried out on the land under the Housing Internal Alterations Code.

Industrial and Business Alterations Code

Complying development may be carried out on the land under the Industrial and Business Alterations Code.

Industrial and Business Buildings Code

Complying development may not be carried out on the land under the Industrial and Business Buildings Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

Complying development may be carried out on the land under the Subdivisions Code.

Rural Housing Code

Complying development may not be carried out on the land under the Rural Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may not be carried out under the Low Rise Housing Diversity Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development may not be carried out under the Greenfield Housing Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

Complying development may be carried out on the land under the Fire Safety Code.

Inland Code

Complying development may not be carried out under this Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

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

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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

5. Mine Subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

6. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Is the land or part of the land is within the flood planning area and subject to flood related development controls?

No

- (2) Is the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

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

8. Land reserved for acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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*.

No

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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*.

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Has an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order)?

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

15. Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any terms of a kind referred to in clause 88 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl21(1) or cl40(1) of SEPP (Housing) 2021.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

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

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?
No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?
No

- (b) Is the land subject to a management order within the meaning of that Act?
No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

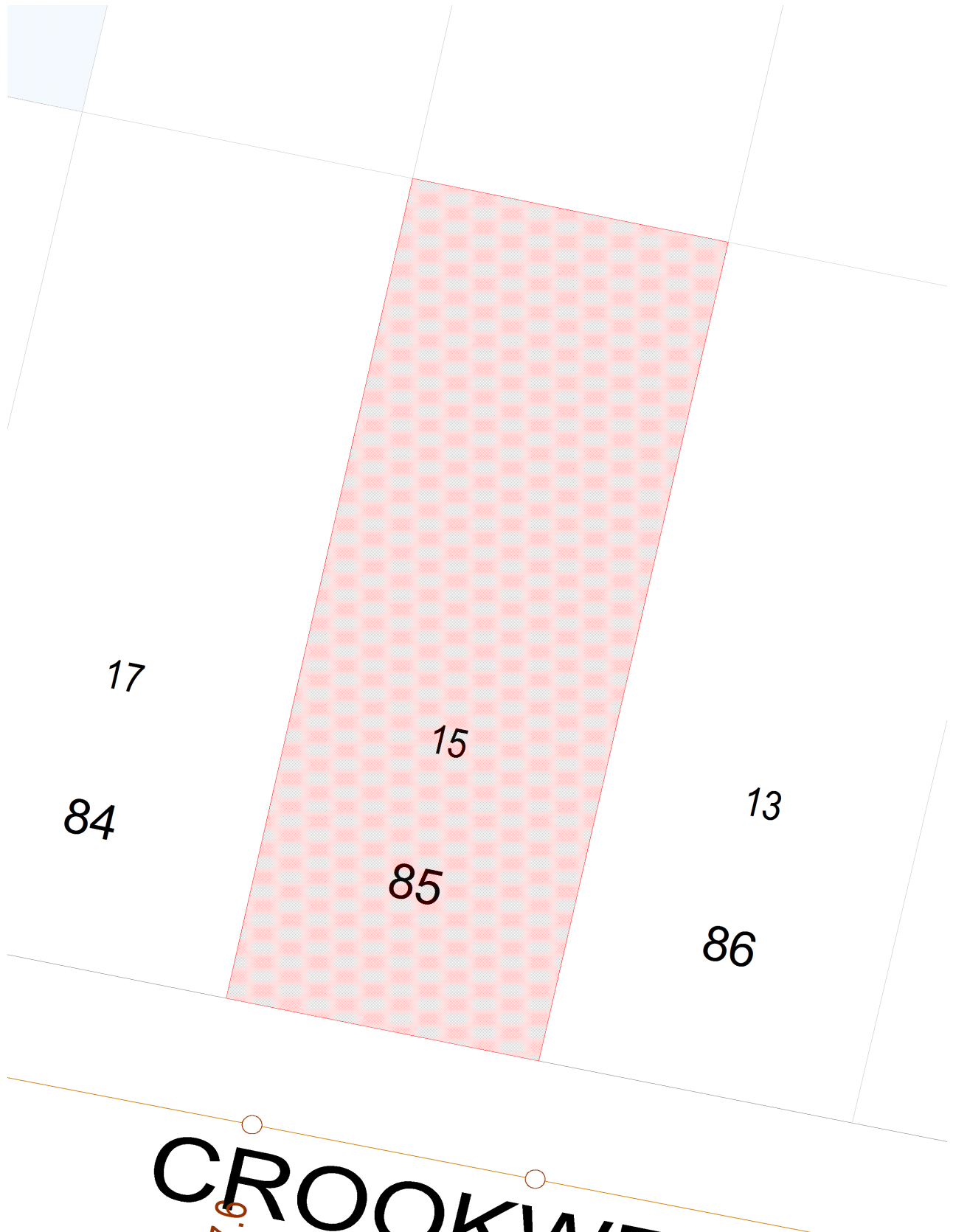
For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning

Service Location Print
Application Number: 8001754077



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

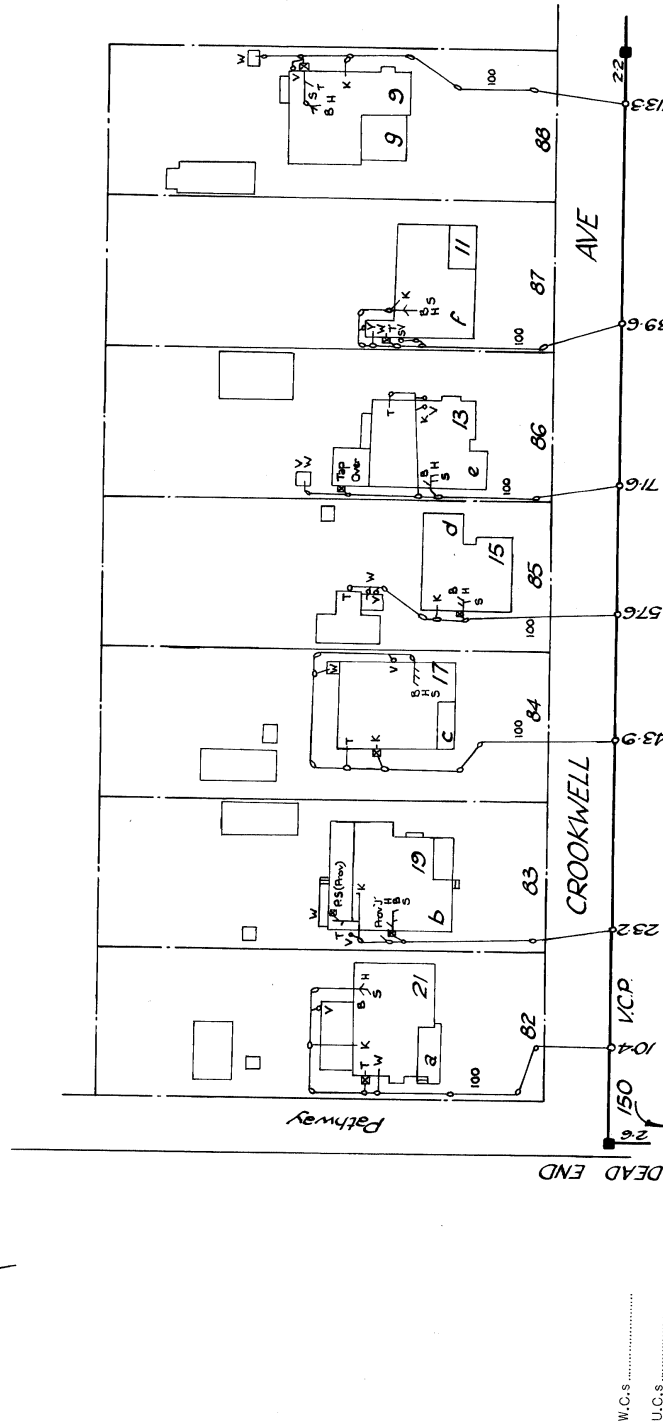
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Sewer Service Diagram

Application Number: 8001754076

No. 0490007



M.W.S. & D.B. SEWERAGE SERVICE SHEET Municipality of Sutherland		Scale 1:500 Distances/depths in metres; pipe diameters in millimetres	
SYMBOLS AND ABBREVIATIONS Boundary Trap IP Induct Pipe Inspection Shaft MF Mica Flap Pit T Tubs Grease Interceptor K Kitchen Sink Gully W Water Closet P Trap B Bath Waste Reflux Valve H Handbasin Cleaning Eye S Shower Vert Vertical Pipe W/P Wrought Iron Pipe Vent Pipe C/P Cast Iron Pipe Soil Vent Pipe F Floor Waste Down Cast Cowl M Washing Machine		PLUMBING Supervised by _____ Date _____ Inspector _____ SEWER AVAILABLE Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.	
DRAINAGE Supervised by _____ Date _____ Examined by _____ Inspector _____ Chief Inspector _____ Tracing Checked _____		BRANCH OFFICE Date _____ Outfall _____ Drainer _____ Plumber _____ Boundary Trap _____ /is not required	
W.C. _____ Bth. _____ Shr. _____ Bsn. _____ K.S. _____ Tubs _____ Pig. _____ Dge. Int. _____ Dge. Ext. _____			

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Disclaimer

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