

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co Oran Park, NSW 2570	phone: 02 4602 2000 email: info@simonpropertyco.au
co-agent		
vendor	Elizabeth Jane Swain and Benjamin Neil Swain 264 Great Western Highway, Warrimoo, NSW 2774	
vendor's solicitor	Westside Conveyancing (NSW) PO BOX 102, Penrith NSW 2751	phone: 0422 833 574 email: paula@westsideconveyancing.com.au ref: 25/1574
date for completion	10 weeks after the contract date	(clause 15)
land (address, plan details and title reference)	264 GREAT WESTERN HWY WARRIMOO NSW 2774 LOT 1 DEPOSITED PLAN 772513 Folio Identifier 1/772513	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ 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	☒ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood ☒ blinds ☒ curtains ☒ insect screens ☐ solar panels ☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ stove ☒ ceiling fans ☐ EV charger ☐ pool equipment ☒ TV antenna ☒ other: Outdoor BBQ and range hood.
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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 served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 27.3 The vendor must apply for consent *within* 7 days after service of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or service upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

264 GREAT WESTERN HWY WARRIMOO NSW 278

ADDITIONAL CLAUSES ANNEXED TO CONTRACT FOR SALE

VENDOR: Elizabeth Jane Swain and Benjamin Neil Swain

PURCHASER:

PROPERTY: 264 Great Western Highway, Warrimoo NSW 2774

32. Amendments to printed form

This Contract is amended as follows: -

- 32.1. In clause 5.2.1 delete the words "general question about the property or title" and replace with "question about the title".
- 32.2. Clause 6.1 is amended as follows: "The purchaser can (but only before completion), claim compensation for an error or mis-description in this Contract as to the title of the property as long as the claim does not exceed 1% of the sale price".
- 32.3. Delete Clause 7.1.1
- 32.4. Clause 8.1.1 is amended by the deletion of the words "on reasonable grounds"
- 32.5. Delete Clause 23.6
- 32.6. Delete Clause 23.7
- 32.7. Clause 23.13 is amended by the deletion of the words "at least 7 days before the completion date"
- 32.8. Delete Clause 23.14.

33. Conflict

If there is a conflict between these Additional Clauses and the printed provisions of sale, these Additional Clauses prevail.

34. Notice to Complete

- 34.1. If a party is entitled to serve a Notice to Complete, 14 days is a reasonable period to allow for completion in that notice.
- 34.2. If a party serves a Notice to Complete that party will be at liberty at any time to withdraw that Notice without prejudice to its continuing rights to serve a further Notice to Complete.
- 34.3. If this Contract is terminated by the vendor pursuant to a Notice to Complete then the vendor shall, notwithstanding any other provisions of this Contract, be entitled to receive the deposit together with all accrued interest to the date Contracts are terminated.

35. Interest on Default

- 35.1. If this Contract is not completed by the completion date for any reason not solely attributable to the vendor, the purchaser will, on completion of this Contract or termination by the vendor, pay to the vendor together with the balance of the purchase price, interest calculated at the rate of 8% per annum on the balance of the purchase price, such interest to be computed from the completion date specified in this Contract until the actual date of completion or to the date of termination if the Contract is not completed (such period to include the completion date but not the date of completion) provided however that should completion of this Contract be delayed by reason of the vendor's delay or default then interest will not be charged for the period during which completion is so delayed.
- 35.2. Without prejudice to any other rights of the vendor, arising from the purchaser's default, the interest shall form part of the price payable on completion and must be paid as an essential term of this Contract. The vendor is not obliged to complete this Contract until all interest payable under this clause is paid by the purchaser.

35.3. The obligation to pay interest imposed by this clause shall in no way derogate from the making of time of the essence as set out in this Contract.

36. Contract is entire agreement

36.1. This Contract constitutes the entire agreement for the sale of the property between the vendor and the purchaser.

36.2. The purchaser acknowledges that in entering into this Contract the purchaser has not relied on any conduct, statement, representation, or warranty performed, made, or given by or on behalf of the vendor other than: -

- (a) those set out in this Contract; and
- (b) those implied by Section 52A of the Conveyancing Act 1919.

37. Acknowledgements by purchaser

37.1. The purchaser acknowledges that: -

- (a) it has satisfied itself as to the nature, quality, condition and state of repair of the property and accepts the property and inclusions in their present condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, want of repair, contamination or infestation including by borers, white ants or otherwise;
- (b) it has satisfied itself as to the purposes for which the property may be lawfully used and that the vendor, nor anyone on behalf of the vendor, has given no warranty as to the use to which the property may be put or any part of the plant, equipment or improvements thereon or for any financial return; or
- (c) it enters into this Contract with full knowledge of and subject to any prohibition or restriction on the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order or otherwise, discoverable by search of public records or the obtaining of publically available certificates or enquiries; and
- (d) completion of this Contract will not be conditional or dependent upon the purchaser obtaining, or the vendor providing, any evidence of the matters set out in this clause.

37.2. The purchaser is not entitled to make any claim or requisition, delay completion or rescind or terminate in respect of: -

- (a) any matter referred to in Clause 37.1;
- (b) any infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this Contract and the completion date;
- (c) the fact that there is not any easement or other right in respect of a service to the property; or
- (d) any matter disclosed in the documents attached to this Contract.

38. Consequence of death etc. of a party

Should either party prior to completion: -

- (a) die or become mentally ill then the other party may rescind this Contract upon the terms of Clause 19.
- (b) Become bankrupt or being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors or if any liquidator, administrator, receiver or official manager be appointed in respect of either party then the other party may terminate the Contract after receiving written notification that the other party is bankrupt or being a company has resolved to go into liquidation upon the terms of Clause 9.

39. Certain statutory rights not excluded

This Contract shall be read subject to any rights granted to the purchaser pursuant to Section 52A of the Conveyancing Act 1919 and the Regulations thereunder. If any or part of a clause of this Contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the Conveyancing Act 1919 or the Conveyancing (Sale of Land) Regulation 2010 then this Contract shall be read and construed as if that clause or part of a clause is severed from this Contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this Contract.

40. Real estate agent

The purchaser warrants that it has not been introduced to the property or to the vendor by any person or corporation who is entitled to claims monies from the vendor on account of such introduction or on account of the sale by the vendor to the purchaser other than the agent nominated herein and the purchaser agrees to indemnify and keep indemnified the vendor against any damages including legal costs which may be occasioned to the vendor by virtue of the purchaser's breach of this warranty and it is further agreed that this provision shall not merge upon completion of this Contract.

41. Deposit

The purchaser agrees that if a deposit less than 10% is paid on exchange, the vendor is entitled to all the interest earned on the investment of the deposit.

42. Release of Deposit

In the event that the vendor requires the deposit as deposit on a further purchaser of real estate by the vendor or else for the purpose of paying stamp duty in respect of such further purchase, the parties agree to release the deposit or so much of it as may be so required prior to completion hereof.

Production by the vendor of a photocopy of this Agreement shall be sufficient authority for release of funds by the stakeholders herein.

43. Survey report

The purchaser acknowledges that the vendor does not have a survey report and the purchaser has had the opportunity to satisfy itself regarding survey matters prior to the date of this Contract.

44. Certificates regarding building

44.1. In this clause: -

- (a) "Certificate" means any building certificate or Part 4A certificates issued under Section 149A or Part 4A respectively of the Environmental Planning and Assessment Act 1979 in relation to the property.
- (b) "Council" means Blue Mountains City Council.

44.2. The purchaser is aware of the state of repair of any building on the land.

44.3. The purchaser is not entitled to require the vendor to apply for or do anything to obtain a Certificate or comply with the requirements of Council for the issue of a Certificate and completion of this Contract is not conditional on the vendor or the purchaser obtaining a Certificate.

44.4. The purchaser shall be solely responsible for carrying out and paying the cost of any work required by Council arising from an application by the purchaser for the issue of a Certificate.

44.5. The purchaser is not entitled to make any claim, objection or requisition or delay completion or rescind or terminate in respect of any matter or thing referred to in or arising from this clause.

45. Obligations

The vendor and the purchaser expressly acknowledge and agree that to the extent that any of the provisions of this Contract are capable of being given effect to after completion, such provisions and the respective rights and obligations of the parties will continue in full force and effect subject only to any relevant law.

46. Holiday Closure

Should settlement fall between 19 December 2025 and 12 January 2026 then settlement will be delayed until 19 January 2026 without penalties.

47. Cooling off during the Christmas period

In the event that the cooling off period falls between 19 December 2025 and Monday 12 January 2026, it is agreed between the parties that the cooling off period will be no earlier than 5pm on Tuesday 13 January 2026.

48. Notice to complete Period

It is agreed between the parties that should either party be entitled to serve a Notice to Complete, then such Notice will neither be issued nor required completion between Friday 19 December 2025 and Monday 12 January 2026.

49. Completion

The vendor can bring settlement forward with 14 days notice to the purchaser. Settlement will not occur any earlier than 42 days from the date of the Contract.

50. Exchange on less than 10% deposit

Although a full 10% deposit is payable by the purchaser, If the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

51. Vendor remain in possession after completion

The parties hereby agree that the vendor is to remain in possession of the property from the date of completion on a week-to-week arrangement paying fair market rent for the property. The vendor will notify the Purchaser two (2) weeks prior to the completion date if this is required.

GUARANTEE

1. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This clause is an essential term of this Contract.
2. The word "Guarantor" means the directors of the purchaser as at the date of this Contract.
3. If the Guarantor has not signed this clause, the vendor may terminate this Contract by signing a notice, but only within fourteen days after the Contract date.
4. In consideration of the vendor entering into this Contract, at the Guarantor's request, the Guarantor guarantees to the vendor: -
 - (a) payment of all money payable by the purchaser under this Contract; and
 - (b) the performance of all of the purchaser's other obligations under this Contract.
5. The Guarantor: -
 - (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense, or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
6. The Guarantor is jointly and separately liable with the purchaser to the vendor for: -
 - (a) the performance by the purchaser of its obligations under this Contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this contract by the vendor.
7. The Guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
8. If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
9. The Guarantor's obligations under this clause are not released, discharged, or otherwise affected by: -
 - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor, or any other person;
 - (d) any moratorium or other suspension of the right, power, authority, discretion, or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
 - (f) the winding up of the purchaser.
10. This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
11. This clause operates as a Deed between the vendor and the Guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Signature

SIGNED SEALED & DELIVERED by

in the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Signature

REQUISITIONS ON TITLE

Dated:

Vendor: Elizabeth Jane Swain and Benjamin Neil Swain

Purchaser:

Property: 264 Great Western Highway, Warrimoo NSW 2774

Is the vendor aware of any of the following matters which may affect the property other than as disclosed in the Contract?

1. Title

- (a) Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession/existing tenancy?
- (b) Are there any encroachments, easements or covenants affecting the property not disclosed on the title or survey report, if any, attached to the Contract?
- (c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title of the property or in the General Register of Deeds? If so, details to be provided within a reasonable period prior to completion.

2. Survey and Building

- (a) Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion.
- (b) Has the vendor a building certificate which relates to all current buildings or structures? If so, please provide a copy prior to completion.
- (c) Has the vendor a final occupation certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, please provide a copy prior to completion.
- (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (e) In relation to any building works carried out in the last 7 years please provide details of the builder and any insurance policy under the Home Building Act 1989.
- (f) If a swimming pool is included in the sale does it comply with Swimming Pools regulations?

3. Completion

- (a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- (b) If the property is tenanted subject to the Residential Tenancies Act 1987 then the vendor must provide details of any bond together with the Rental Bond Board's reference number prior to completion and hand over the appropriate transfer documentation duly signed by the vendor together with a notice of attornment prior to or at completion.
- (c) All outgoings referred to in standard clause 14.1 of the Contract must be paid up to and including the date of completion.
- (d) On or before completion, any mortgage or caveat or writ registered on title must be withdrawn or removed.
- (e) If the vendor is in possession of the title deed, please provide the Certificate Authentication Code prior to completion.



FOLIO: 1/772513

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/10/2025	11:07 AM	10	1/9/2025

LAND

LOT 1 IN DEPOSITED PLAN 772513
AT WARRIMOO
LOCAL GOVERNMENT AREA BLUE MOUNTAINS
PARISH OF MAGDALA COUNTY OF COOK
TITLE DIAGRAM DP772513

FIRST SCHEDULE

BENJAMIN NEIL SWAIN
ELIZABETH JANE SWAIN
AS JOINT TENANTS (T AV383277)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 D738816 COVENANT
- 3 AV383278 MORTGAGE TO POLICE BANK LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

10	20	30	40	50	60	70	80	90	100	110	120	130	140
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.													
16th March, 1988													

PLAN OF PART OF LOTS 1 AND 2 OF SECTION 2 IN D.P. 11834	
Mun./Shire/City: BLUE MOUNTAINS	
Town or Locality: WARRIMOO	
Parish: MAGDALA	
County: COOK	
Reduction Ratio 1:400	
Lengths are in metres	
D.P. 772513	
Registered: 15.3.1988	
C.A.: TORRENS	
Title System: DEPARTMENTAL	
Purpose: U5560-9#	
Ref. Map: D.P. 11834	
Last Plan: D.P. 11834	

Diagram showing two lots, 1 and 2, with dimensions and area measurements. Lot 1 is 108.2m², Lot 2 is 701.9m². The diagram is oriented with 'GREAT WESTERN HIGHWAY' on the left and 'D.P. 11834' on the right.



R.P. 13.

New South Wales.

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900).



D738816

THE GREENACRE PARK LIMITED (in liquidation)

Fees:—
Lodgment ...
Endorsement ...
Certificate ...

(herein called transferor)

(Trusts must not be disclosed in the transfer.)

a If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of SEVENTY POUNDS

(£70.0.0.) (the receipt whereof is hereby acknowledged) paid to it by

MARTIN ISABELLA WEEKS wife of James Leslie Weeks of Alexandria,
Machinist,

(herein called transferee)

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
COOK	COOMACOTE & MAGDALA	PART	4038	33	Being Lots 1 & 2 Section 2, D.P.11834 Grand Highway

And the transferee covenants with the transferor hereby for herself her executors administrators and assigns and so as to bind not only herself her executor administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the transferee her executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS AND for the purposes of Section 88 of the Conveyancing Act of 1919 1943 IT IS HEREBY FURTHER AGREED AND DECLARED that:— (a) The land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan 11834 other than the land hereby transferred (b) The land which is to be subject to the burden of the above covenant is the land described herein (c) The above covenant may be released varied or modified by or with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

Reservations of minerals etc.

Signed at Sydney the Twenty-fifth day of September 1947.
THE COMMON SEAL OF THE GREEN-ACRE PARK LIMITED (IN LIQUIDATION) was hereto affixed by SIR ARTHUR RICKARD the duly appointed Liquidator thereof this day of September 1947 in the presence of
Signed L. G. Howe

Transferor
Liquidator.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, Deputy Registrar-General, or a Notary Public, a Justice of the Peace, or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

M. J. Weeks
Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CONSENT OF MORTGAGEE.

mortgagee under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims
thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised
in such mortgage.

Dated at _____ this _____
day of _____ 19 _____

Mortgagee.

Signed in my presence by _____
who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power
of Attorney registered No. _____ Miscellaneous Register under the authority of which he has
just executed the within transfer.

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of— _____

i Strike out unnecessary
words. Add any other
matter necessary to
show that the power is
effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand
nine hundred and forty _____ the attesting witness to this instrument,
and declared that he personally knew _____ the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said _____ is _____ own handwriting, and
that he was of sound mind and freely and voluntarily signed the same.

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

10 NOV 1947
BY
CHIEF CLERK

MEMORANDUM OF TRANSFER of

Acres _____ rods _____ perches _____
Lots 142 Sec 2 D.P. 11834
Main Western Rd, Mt Warrimoo
Shire _____
Municipality _____
Parish _____ County _____
Subject to Covenants
Marion Isabella Weeks Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. 4038 Fol. 33

the _____ on _____ day of _____ 1947
at _____ minutes _____ o'clock in the _____ noon.

L. H. Pells
Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		17/10
Draft written ...		22/12/47
Draft examined...		23/12
Diagram prepared		27.1.48
Diagram examined		30/1
Draft forwarded		
Supt. of Engrossers		13/1
Cancellation Clerk		18.1.48
VOL. 5788	FOL. 178	
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions,
the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles
of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales,
or Commissioner for taking affidavits for New South Wales or the Mayor or Chief Officer of any
municipal or local government corporation of such part, or Justice of the Peace for such part, or
the Governor, Government Resident, or Chief Secretary of such part or such other person as the
Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation
or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British
Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation,
Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should
affix his seal of office, or the attesting witness may make a declaration of the due execution
thereof before one of such persons (who should sign and affix his seal to such declaration), or such
other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments
executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for
each additional certificate included in the transfer, and 1/10 every new Certificate of Title issuing
upon a transfer on sale for a consideration of not more than £1,000, and 1/10 3s. for a new Cer-
tificate of Title in every other case. Additional fees, however, may be necessary in cases
involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the
old Certificate will be retained in the Office. A new Certificate may be taken out for the residue
if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



Certificate No. 25/99780

Westside Conveyancing NSW
PO Box 729
ST MARYS NSW 1790

(02) 4780 5000

PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979, AS AMENDED

Your Ref: SWAIN:42377

LAND DESCRIPTION: L 1 DP 772513
264 Great Western Highway, WARRIMOO NSW 2774

INFORMATION PURSUANT TO SECTION 10.7 (2) OF THE ACT

1 Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Blue Mountains Local Environmental Plan 2015 (as Amended) Published 21/12/15 (Commenced 15/2/16).

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

State Environmental Planning Policy (Housing) 2021

- Chapter 2 - Affordable housing
- Chapter 3 - Diverse housing

State Environmental Planning Policy (Primary Production) 2021

- Chapter 2 - Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021

- Chapter 2 - Mining, petroleum production and extractive industries

State Environmental Planning Policy (Resilience and Hazards) 2021

- Chapter 3 - Hazardous and offensive development
- Chapter 4 - Remediation of land



State Environmental Planning Policy (Industry and Employment) 2021

- Chapter 3 - Advertising and signage

State Environmental Planning Policy (Transport and Infrastructure) 2021

- Chapter 2 - Infrastructure
- Chapter 3 - Educational establishments and child care facilities
- Chapter 4 - Major infrastructure corridors

State Environmental Planning Policy (Biodiversity and Conservation) 2021

- Chapter 2 - Vegetation in non-rural areas
- Chapter 4 - Koala habitat protection 2021
- Chapter 7 - Canal estate development
- Chapter 8 - Sydney drinking water catchment
- Chapter 9 - Hawkesbury-Nepean River

State Environmental Planning Policy (Planning Systems) 2021

- Chapter 2 - State and regional development
- Chapter 4 - Concurrences and consents

State Environmental Planning Policy (Precincts—Western Parkland City) 2021

- Chapter 2 - State significant precincts
- Chapter 4 - Western Sydney Aerotropolis

State Environmental Planning Policy (Sustainable Buildings) 2022

Blue Mountains Development Control Plan 2015.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Amendments to State Environmental Planning Policy (Biodiversity and Conservation) 2021, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and Housekeeping amendments to update referencing in other state environmental planning policies – Protecting our trees – changes to deter illegal tree and vegetation clearing (Exhibited 23/04/2025 to 04/06/2025)

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – for Farm Buildings, Rural Sheds and Earthworks Provisions in the Inland and Rural Housing Codes (Exhibited 15/05/2024 to 14/06/2024)

Amendment to State Environmental Planning Policy (Transport and Infrastructure) 2021, State Environmental Planning Policy (Precincts—Western Parkland City) 2021 & State Environmental Planning Policy (Planning Systems) 2021 – Improving Planning Processes to Deliver Infrastructure Faster (Exhibited 6/03/2024 to 16/04/2024)

Amendment to State Environmental Planning Policy (Housing) 2021 – Manufactured Home Estates, Caravan Parks and Camping Grounds (Exhibited 17/11/2023 to 15/12/2023)

Amendment to State Environmental Planning Policy (Infrastructure) 2007 – Health Services Facilities (Exhibited 20/11/20 to 17/12/20)

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Limited Local Character Area

exclusion from the Low Rise Housing Diversity Code (Exhibited 12/11/20 to 29/1/21)

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
- (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,

- the following local environmental plan and zone apply:

LEP 2015

R2 - Low Density Residential

- the following environmental planning instrument and general provision apply:

LEP 2015

- **Protected Area - Slope Constraint Area (Clause 6.4)**
- **Floor Space Ratio – 0.35:1 (Clause 4.4)**
- **Maximum Height of Buildings 8 metres (Clause 4.3)**
- **Minimum Subdivision Lot Size – 720m² (Clause 4.1)**
- **Adjoins a SP2 – Special Purpose (Classified Road)**

- the following draft environmental planning instrument and proposed zone/general provision/s apply:

N/A

Note:

The Local Environmental Plans for the above zones and provisions can be viewed on Councils Website in the following link:

<https://www.bmcc.nsw.gov.au/planning-rules/development-controls-for-land-zoned-under-lep-2015>

Provisions relating to environmentally sensitive land, ecological buffer area, riparian land and watercourses refer to both mapped and unmapped environmental attributes. Should these provisions not be identified in this certificate they may nonetheless be applicable following site analysis and development assessment.

Should the property identified in this certificate be subject to one or more zones and or provisions under the relevant Local Environmental Plan, you can ascertain the location and extent of the relevant zone and or provisions by visiting the property map search page on Council's website <https://www.bmcc.nsw.gov.au/property-search>.

Confirmation of the location or extent of the relevant zone/provision can be provided by Council through the purchase of a certified copy of the relevant map under Section 10.8(2) of the Environmental Planning and Assessment Act, the fee for which is prescribed under Clause 268 of the Environmental Planning and Assessment Regulation 2021.

(b) the purposes for which development in the zone—

(i) may be carried out without development consent, and

Environmental protection works; Home businesses; Home occupations

(ii) may not be carried out except with development consent, and

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Hospitals; Hostels; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Tank-based aquaculture; Seniors housing

(iii) is prohibited,

Any development not specified in subclauses (b) and (c) above.

(c) whether additional permitted uses apply to the land,

There are no additional permitted uses applying to the land.

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

The land is not affected by provisions prescribing minimum land dimensions for the erection of a dwelling-house.

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

- (f) whether the land is in a conservation area, however described,

The land has not been identified as being within a heritage conservation area and/or Period Housing Area.

- (g) whether an item of environmental heritage, however described, is located on the land.

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

3 Contributions

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Blue Mountains City-wide Local Infrastructure Contributions Plan

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

- (a) the name of the region, and

Greater Sydney region

- (b) the name of the Ministerial planning order in which the region is identified.

Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2024

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

The land is not in a special contributions area to which a continued 7.23 determination applies.

- (4) In this section—

continued 7.23 determination means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
(b) has not been repealed as provided by that part.

Note—

The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

- (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) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) 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.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

If any of the above sub clauses (1)-(4) apply the response will be detailed under each of the Codes below:

Housing Code

Complying development under this Code for the land use zone applying to the land, may not apply to the part of the land that has the land exemption, listed below including the extent, however, if only one land exemption covers the whole land then complying development may not apply for that reason.

The land is affected by specific land exemptions:

- Land is partly Protected Area - Slope Constraint Area, identified by an environmental planning instrument as being within a protected area cl 1.19(1)(e)(v)

Rural Housing Code

Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Agritourism and Farm Stay Accommodation Code

Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Low Rise Housing Diversity Code

Complying development under this Code for the land use zone applying to the land, may not apply to the part of the land that has the land exemption, listed below including the extent, however, if only one land exemption covers the whole land then complying development may not apply for that reason.

The land is affected by specific land exemptions:

- Land is partly Protected Area - Slope Constraint Area, identified by an environmental planning instrument as being within a protected area cl 1.19(1)(e)(v)

The Low Rise Housing Diversity Code is varied in its application on every lot zoned R1 - General Residential, R2 - Low Density Residential and R3 - Medium Density Residential, refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12 and Schedule 3.

Pattern Book Development Code

Complying development under this Code for the land use zone applying to the land, may not apply to the part of the land that has the land exemption, listed below including the extent, however, if only one land exemption covers the whole land then complying development may not apply for that reason.

The land is affected by specific land exemptions:

- Land is partly Protected Area - Slope Constraint Area, identified by an environmental planning instrument as being within a protected area cl 1.19(1)(e)(v)

Housing Alterations Code

Subdivision 1 – Internal alterations

Subdivision 2 – External alterations to dwelling houses

Subdivision 2A – External alterations to residential accommodation other than dwelling houses

Subdivision 3 – Attic Conversions

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

General Development Code

Subdivision 1 – Bed and breakfast accommodation

Subdivision 2 – Home businesses

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

Subdivision 3 – Tents, marquees or booths for community events

Subdivision 4 – Stages or platforms for community events

Subdivision 6 – Waterways structures

Complying development under this Code may not be carried out on the land as the land use for this purpose is not permissible in the land use zone applied to the land. (see cl 1.6 of the Codes SEPP)

Industrial and Business Alterations Code

Subdivision 1 – Building alterations (internal)

Subdivision 4 – Mechanical ventilation systems

Subdivision 5 – Shop fronts and awnings

Subdivision 6 – Skylights and roof windows

Subdivision 9 – Development ancillary to the use of land

Subdivision 10 – Earthworks, retaining walls and structural support

Subdivision 11 – Driveways, hard stand spaces, pathways and paving

Subdivision 11A – Click and collect bays, drive through facilities and goods collection lockers

Subdivision 12 – Fences

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

Subdivision 7 – Projecting wall signs

Subdivision 8 – Freestanding pylon and directory board signs

Complying development under this Code may not be carried out on the land as the land use for this purpose is not permissible in the land use zone applied to the land. (see cl 1.6 of the Codes SEPP)

Industrial and Business Buildings Code

Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Container Recycling Facilities Code

Complying development under this Code may not be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Subdivision Code

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

Demolition Code

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

Fire Safety Code

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

NOTE: The Blue Mountains Local Government Area is not land to which the Greenfield Housing Code and Inland Code applies and therefore is not included in the suite of complying development codes above.

NOTE: Complying development provisions are also contained in several other State Environmental Planning Policies and Environmental Planning Instruments. The above responses apply only to the land exemptions for complying development set out in clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

The question of whether complying development can be undertaken on the land should be made with further consideration of the Codes SEPP and any other relevant instruments that apply to the land. Further information is available at www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Complying-development and the Codes SEPP can be viewed and downloaded from the NSW Legislation website:

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572>

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

If any of the above sub clauses (1)-(4) apply the response will be detailed under each of the Codes below:

General Exempt Development Code

Exempt development under this Code may be carried out on the land.

Advertising and Signage Exempt Development Code,

Exempt development under this Code may be carried out on the land.

Temporary Uses and Structures Exempt Development Code.

Exempt development under this Code may be carried out on the land.

NOTE: Exempt development provisions are also contained in several other State Environmental Planning Policies and Environmental Planning Instruments. The above responses apply only to the land exemptions for exempt development set out in clauses 1.16(1)(b1)–(d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

The question of whether exempt development can be undertaken on the land should be made with further consideration of the Codes SEPP and any other relevant instruments that apply to the land. Further information is available at www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Exempt-development and the Codes SEPP can be viewed and downloaded from the NSW Legislation website: <https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572>

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or

There are no affected building notices in force of which the council is aware in respect of the land.

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

There is not a building product rectification order in force of which the council is aware in respect of the land that has not been fully complied with.

- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

There is not a notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land and is outstanding.

(2) In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

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

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

There is not an environmental planning instrument, or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act., section 3.15.

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

- | | | |
|-----|---|------------|
| (a) | the Roads Act 1993, Part 3, Division 2, or | No. |
| | Local Road Widening width: | |
| | State Road Widening width: | |
| (b) | an environmental planning instrument, or | No. |
| | Local Road Widening width: | |
| | State and other Road Widening width: | |
| (c) | a resolution of the council. | No. |
| | Local Road Widening width: | |

9 Flood related development controls

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

The Council does not know.

Note: *An adopted flood study has been prepared by the Council's external consultants for the catchment in which the land is located in.*

The Study relates to land or part of land that is located in a catchment that may be wholly or partly affected by the level of the 1:100 year flood within the catchment. However, the Study provides only indicative mapping and does not map the Council's adopted flood planning level (FPL) being the level of the 1:100 year flood plus 500mm. In the absence of both accurate mapping of the 1:100 year flood level and the mapped FPL for the catchment the Council does not know whether its flood related development controls will be applicable.

Further information may be obtained by calling the Strategic Infrastructure Projects Engineer on (02) 4780 5000.

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

The Council does not know.

Note: *An adopted flood study has been prepared by the Council's external consultants for the catchment in which the land is located in.*

The Study relates to land or part of land that is located in a catchment that may be wholly or partly affected by the level of the 1:100 year flood within the catchment. However, the Study provides only indicative mapping and does not map the Council's adopted flood planning level (FPL) being the level of the 1:100 year flood plus 500mm. In the absence of both accurate mapping of the 1:100 year flood level and the mapped FPL for the catchment the Council does not know whether its flood related development controls will be applicable.

Further information may be obtained by calling the Strategic Infrastructure Projects Engineer on (02) 4780 5000.

- (3) In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of—

- | | |
|-------------------------|-------------|
| (i) land slip | NO |
| (ii) bush fire | NO |
| (iii) tidal inundation | NO |
| (iv) subsidence | NO |
| (v) acid sulphate soils | NO |
| (vi) contamination | YES* |

* 'Council has adopted by resolution a policy on contaminated land and potentially contaminated land, which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.'
(Note: This is a statement of Council's policy only and is not a statement of whether or not the land is contaminated or

potentially contaminated. Additional information may be available from Council by obtaining a Section 10.7(5) Planning Certificate.)

(vii) aircraft noise **NO**

(viii) salinity **NO**

(ix) coastal hazards **NO**

(x) sea level rise **NO**

or another risk, other than flooding—

(xi) unhealthy building land **NO**

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

The land is wholly bush fire prone land.

Note: The Council has determined whether the land is bush fire prone land on the basis of the map certified by the Commissioner of the NSW Rural Fire Service on 14 May 2025 for the purpose of s.10.3(2) of *Environmental Planning & Assessment Act 1979*. The map used for this determination was received by Council from the NSW Rural Fire Service on 14 May 2025.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

As at the date that this Planning Certificate was issued, the property has not been identified on the Loose-fill Asbestos Insulation Register or has not been notified to Council by the NSW Fair Trading that a residential dwelling erected on this land as having been identified of containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land has not been declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that—
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

There is not a development plan applying to the land or that is proposed to be subject to a ballot.

- (2) The date of a subdivision order that applies to the land.

There are no subdivision orders applying to the land.

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

There is not a property vegetation plan applying to this land.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

This land is not a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5.

NOTE: For further information contact the BioBanking Team at the Office of Environment and Heritage on:

Address: PO Box A290, Sydney South NSW 1232

Telephone: 131 555

Fax: (02) 9995 6795

Email: biobanking@environment.nsw.gov.au

Website: <http://www.environment.nsw.gov.au/bimsprapp/biobankingpr.aspx>

Copies of all Biodiversity stewardship agreements including Biobanking agreements are available on the BioBanking Public Register accessible via the BioBanking website listed above.

17 Biodiversity certified land

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

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

This land is not biodiversity certified land within the meaning of *Biodiversity Conservation Act 2016*, Part 8.

18 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether 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 the council has been notified of the order.

There are no Orders under Trees (Disputes Between Neighbours) Act 2006 applying to this land.

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

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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 1 January 2011

There are no 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) given written consent by the owner or previous owners.

20 Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

N/A

- (b) shown on the Lighting Intensity and Wind Shear Map, or

N/A

- (c) shown on the Obstacle Limitation Surface Map, or

The land is not shown on the Obstacle Limitation Surface Map under the State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

- (d) in the “public safety area” on the Public Safety Area Map, or

N/A

- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

N/A

21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

There are no conditions of development consent that have been imposed on this land referred to by *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5, section 88(2).

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

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- (a) the period for which the certificate is current, and
(b) that a copy may be obtained from the Department.

There is not a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

There are not any conditions of development consent that apply to the land referred to in *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5, section 21(1) or 40(1).

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

There are not any conditions of development consent that apply to the land referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, section 17(1) or 38(1).

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

There are no such services provided to the land, based on the information currently available to the Council.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

The land or part of the land is not in a special entertainment precinct with the meaning of the *Local Government Act 1993*, section 202B.

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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

N/A

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

N/A

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

N/A

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

N/A

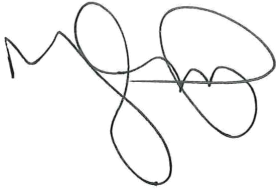
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

N/A

Information is provided only to the extent that Council has been notified by relevant public authorities at the time of issue.

ROSEMARY DILLON,
Chief Executive Officer

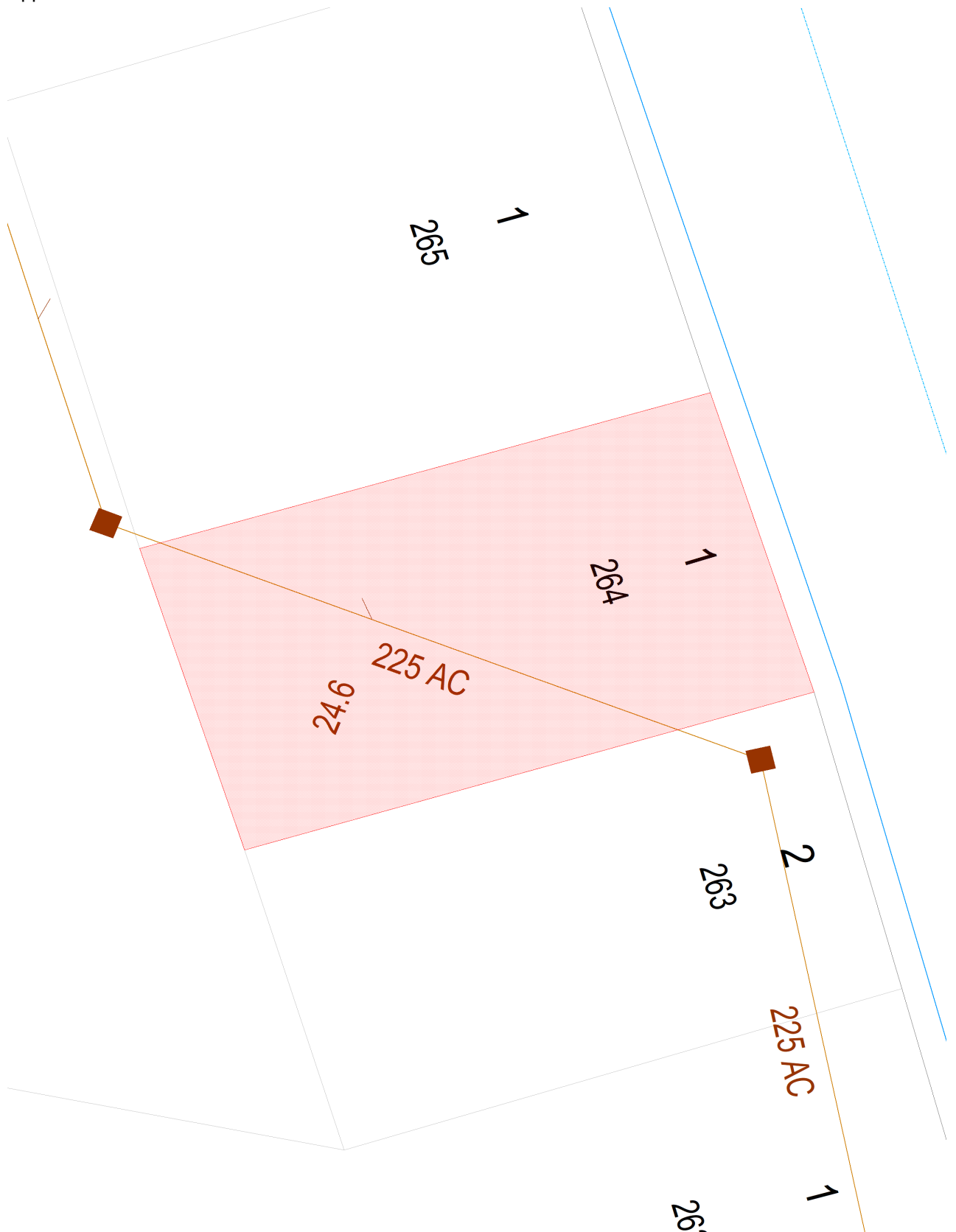
Per:

A handwritten signature in black ink, consisting of a series of loops and a horizontal line, positioned to the right of the 'Per:' label.

Date **9/10/2025**

Service Location Print

Application Number: 8004705374



Document generated at 09-10-2025 11:25:48 AM

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)

Disclaimer

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Sewer Service Diagram

Application Number: 8004705391

M.W.B. & I.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF *Blue Mountains*

SUBURB OF *Werrimoo*

Copy of
Diagram No. **959841**

SYMBOLS AND ABBREVIATIONS

■ Manhole	⊠ Gully	O WS Waste Stack	H Handbasin
□ Ch. Chamber	⊠ P P Trap	IP Induct Pipe	S Shower
● L.H. Lamphole	⊠ H Reflux Valve	MF Mica Flip	Jn. Junction
□ Boundary Trap	⊠ C Cleaning Eye	T Tube	DW. Dishwasher
● Inspection Shaft	○ V Vertical Pipe	K Kitchen Sink	F Floor Waste
■ Pit	○ V Vent Pipe	W Water Closet	M Washing Machine
⊠ G Grease Interceptor	○ SV Soil Vent Pipe	B Bath Waste	BS Bar Sink

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.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

DRAINAGE

Supervised by _____

Inspector _____

Field Diagram Examined by _____

Chief Inspector _____

Tracing Checked by _____

Connection Date: _____

Scale: Approx. 1:800

Distances/depths in metres
pipe diameters in millimetres.

Date of Issue _____

Outfall **B.G.**

Drainage _____

Plumber _____

Boundary Trap _____

is not required

PLUMBING

Supervised by _____

Inspector _____

for House Services Engineer _____

W.S.

U.S.

SHEET No. **60015**

Form 77/64b (July '80) 580

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**.

17 July 2025

Hazlett Information Services

Reference number: 8004445301

Property address: 264 Great Western Hwy Warrimoo NSW 2774

Approval to build over or adjacent to a Sydney Water asset

Our records show that we gave approval to build a structure over or adjacent to our wastewater main.

If any proposed works may impact our assets, we need to give building approval during the planning stage. Our approval may have included specific conditions and we assume that these conditions were met.

We maintain records of building over or close to our assets for up to 25 years in accordance with the *State Records Act*.

Sincerely

The Sydney Water team