


Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Waters & Carpenter 112 South Parade, Auburn NSW 2144 Email: aemeli@waterscarpenter.com.au	Phone: 9649 0238 Fax: 9643 1400 Ref: Ayhan Emeli
co-agent		
vendor	Faysal Shmait 27A Chiswick Road, South Granville NSW 2142	
vendor's solicitor	 RM Legal Sydney Pty Ltd 4 Albion Street, Harris Park NSW 2150 PO Box 9359, Harris Park NSW 2150 Email: raymond@rmlegal.com.au	Phone: 02 9687 7000 Fax: 02 9687 3000 Ref: RM:SG:13164
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	27A Chiswick Road, South Granville NSW 2142 Lot 49 in Deposited Plan 35007 Folio Identifier 49/35007	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: BBQ Area	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoing up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
 - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

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

31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

27A Chiswick Road SOUTH GRANVILLE NSW 2142

Special Conditions

BETWEEN:

“as VENDOR”

AND

“as PURCHASERS”

If there is any conflict between any provision of the Special Conditions of Sale and any provision of the printed Contract for Sale 2019, the provision of the Special Conditions of Sale will prevail.

1. Discharge of Mortgage etc

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

2. Whole of Agreement

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

3. Representations and Condition of the Property

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

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

3.2 Purchaser Warranty

The Purchaser represents and warrants:

- a) It has relied upon the Purchaser's own inspection, enquiries, investigation and assessment as to the state and condition of the Property and any matter relevant to the Property together with any defects whether latent or patent;
- b) It has inspected the Section 10.7.2 certificate and the environmental planning instruments and all Council policies;
- c) It has made its own enquiries in relation to the Section 10.7.2 certificate;

- d) It has made its own enquiries and investigated all relevant environmental planning instruments (including draft environmental planning instruments) and Council policies; and
- e) It is aware of any restrictions and prohibitions on development of the Property.

3.3 No reliance and exclusion of Vendor Warranties

The Purchaser acknowledges to the Vendor that:

- a) It has had ample opportunity before entering this Contract to inspect the Property and to obtain building, pest and other reports on the condition of the Property;
- b) It understands the Property is sold in its present condition and that the price paid under the Contract reflects the condition of the Property;
- c) It is satisfied as to the nature, quality, condition and state of repair of the Property; and
- d) It accepts the Property as it is and subject to all defects (latent and patent), infestations or dilapidation, any encroachment by or upon the property, any non-compliance with the Local Government Act 1993 (NSW) or Swimming Pool Act 1992 (NSW); and
- e) It is satisfied about the purposes and uses for which the Property may be used; and
- f) It accepts the Property in its current condition including damage or depreciation resulting from fair wear and tear occurring between the contract date and settlement;
- g) It is satisfied that it will be able to secure satisfactory access rights to the Property for use of the Property or any development it may undertake.
- h) It was not induced to enter into this Contract by and did not rely on any representations and warranties by the Vendor, the Vendor's Agent or person on behalf of the Vendor about the subject matter of this Contract, including but not limited to representations and warranties in relation to:
 - i. The nature, fitness or suitability of the Property for any purpose.
 - ii. Vehicular or other access to the Property, or
 - iii. Any possible or potential financial return or income to be derived from the Property,

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

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

- 3.4 The Purchaser may not make a claim or requisition, delay completion, claim compensation, rescind or terminate this Contract because of anything in connection with:
- a) any of the matters referred to in the Section 10.7 certificate or any other matters disclosed in this special condition.; or
 - b) loss, damage, infestation or defect (latent or patent) which may affect the Property between the date of this Contract and completion except to the extent that the loss, damage, infestation or defect is caused by an act, omission or negligence of the Vendor; or
 - c) the existence or non-existence of any easement or right affecting or benefiting the Property in respect of any service which passes through another Property or any service for another Property which passes through the Property
 - d) the condition, restriction, existence or non-existence of vehicular access ways required for any development it may intend to undertake or obtain approval for on the Property; or
 - e) any roof or surface water drainage being connected to the sewer; or
 - f) The presence in or on the Property of any hazardous substance or contamination being latent or patent affecting or emanating from the Property and any environmental liability affecting the Property at any time, whether arising from or caused by events that occur before or after the contract date or settlement.
- 3.5 The Purchaser agrees not to delay completion, take any action or make any claim for compensation or damages, costs or expenses against the Vendor in relation to the contents of the section 10.7 certificate or any other matters disclosed in this special condition.
- 3.6 The Purchaser shall not require the Vendor to carry out any work or remove any rubbish or the like from the Property, or any unwanted furniture, fittings or fixtures rubbish or any other items located on the Property. The Purchaser agrees and accepts the Property on completion in its then state of repair, cleanliness and tidiness.
- 3.7 The Purchaser shall not be entitled to require the Vendor to remove any/all hooks, nails and or brackets from the walls and ceiling of the Property nor shall the Purchaser be entitled to require the Vendor to patch, cover, repair and/or repaint such surfaces following the removal of the Vendor's pictures, television and/or hanging items.
- 3.8 The Purchaser shall not make any objection, requisition or claims for compensation and cannot delay settlement or request to withhold any monies from the Vendor or the deposit should the Vendor have any kind of furniture, rubbish, belongings or any items whatsoever placed in front of the property for removal by the Vendor on or after the settlement or completion date, within a reasonable time. The Vendor is deemed to have given the Purchaser vacant possession notwithstanding anything in this clause.

4. Agents Commission Indemnity

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

5. Completion

- (i) The time for completion of this contract shall be **42 days** from the contract date unless indicated otherwise on the front page of contract (herein after referred to as the "Completion Date").

Should either party be unable to complete this contract by the completion date than the other shall, at any time thereafter be at liberty to make time of the essence of this contract by serving a Notice to Complete, of not less than 14 days' duration, requiring completion within the time set out in that Notice. The 14-day period shall be deemed to be sufficient and reasonable.

- (ii) The Vendor shall not be obliged to remove any charge on the Property for any rate, tax or outgoing until the time of completion of this contract. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge of the Property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that, at the time such Notice is issued or at any time thereafter, there is a charge on the Property for any rate, tax or outgoing.

6. Liquidated Damages

- 6.1 If the Purchaser does not complete this contract by the day stipulated for completion (the "Completion Date") then the Purchaser must pay to the Vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance purchase price of the ten per centum (10%) per annum calculated from the day stipulated for completion but excluding the day of the actual completion or termination. The interest calculated on daily balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the Purchaser and the date of actual completion. The Purchaser shall not require the Vendor to complete this contract until such payment is made and such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the Vendor. Furthermore, the Purchaser agrees to pay as an adjustment on settlement the sum of \$440.00 (inclusive of GST) representing agreed expenses incurred by the Vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the Purchaser.
- 6.2 Payment of interest and the agreed expenses of the Vendor under this clause is an essential term of this contract.
- 6.3 The Purchaser need not pay interest under this clause for any period that the Purchaser's failure to complete is caused solely by the Vendor.

7. Death or Mental Illness

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

8. Purchasers Warranty

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

9. Amendments to Printed Form of contract

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

- (a) **Printed Conditions** means the **2019** edition of the standard contract for the sale and purchase of land in New South Wales;
- (b) Printed Condition 3 is deleted;
- (c) Printed Condition 4.1 delete the word “normally”;
- (d) Printed Condition 4: insert a new clause 4.5
4.5 “The Purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the Vendor”;
- (e) Printed Condition 5.1 is deleted.
- (f) Printed Condition 7 is amended as follows:
 - (i) Printed Conditions 7.1.1 and 7.1.3 is deleted;
 - (ii) The following new printed Condition 7.1.3 is substituted:
“7.1.3 The Purchaser does not serve notice waiving the claims by the date for completion or the date occurring 10 Business Days after service of the claim (whichever is the earlier); and”
 - (iii) By replacing the words “before completion” in the first paragraph with the words “within 28 days after the date of this Contract”
 - (iv) Printed Conditions 7.2.1, 7.2.2 and 7.2.5 are deleted, and “1 month” and “3 months” are replaced with “one week” and “2 weeks” in Printed Conditions 7.2.3 and 7.2.6 respectively.
 - (v) Clause 7.2.6: by adding at the end of the sentence the words “and the amount held and all net interest must be paid to the Vendor.”
- (g) Printed Conditions 8.1.1 and 8.1.2 are deleted and the following new Printed Conditions substituted:
“8.1.1 The Vendor is unable or unwilling to comply with a requisition;
8.1.2 The Vendor serves a notice of intention to rescind that specifies the requisition; and”.
- (h) Printed Condition 8.2 is deleted.
- (i) Printed Condition 10 is amended as follows:
 - (i) Clause 10.1 by deleting the first line and replacing with “The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of”.
 - (ii) Clause 10.1.8: by replacing the word “substance” with the word “existence”.
 - (iii) Clause 10.1.9: by replacing the word “substance” with the word “existence”.
- (j) Printed Condition 10.2, add the words “, improvements or finishes” after “inclusions”.
- (k) Printed Condition Clause 14.4.2 is amended by deleting it entirely and replacing with: “by adjusting the actual land tax assessed for the subject Property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional area basis.” For the avoidance of doubt, Land Tax is payable and is to be adjusted on the actual amount assessed against the Property irrespective of any other terms and conditions in this Contract (even if the Land Tax adjustment is not crossed on the front page of contract).
- (l) Printed Condition 14.8 is deleted.
- (m) Printed Condition 16.5, the words “plus another 20% of that fee” are deleted.
- (n) Printed Condition 16.8 is deleted.
- (o) Printed Condition 19.1.2 is deleted and the following new Printed Conditions 19.1.2 and 19.1.3 are substituted:
“19.1.2 Only if the party provides notice of intention to rescind, being a notice that specifies the event that the party alleges then entitles it to rescind; and
19.1.3 if, within 14 days after service of the notice under Printed Condition 19.1.2, there is no agreements between parties as to what action (other than rescission) should be taken in relation to the event specified in the notice.”.
- (p) Printed Condition 19.2.3 is deleted.
- (q) Printed Condition 20.6, the following new Printed Condition is inserted:
“Clause 20.6.5: insert the words ‘or by email’ after the words ‘by fax’ and insert following words at the end to read as follows;
‘a notice or document shall be deemed to have been sufficiently served for the purposes of this contract if the notice or document is sent by facsimile transmission (provided that the party on which service is effected displays a facsimile number on their letterhead, on the Law

Society website or on their own website) and in any such case shall be deemed to be duly given or made when the transmission has been completed, and the production of a transmission report by the sender's facsimile machine shall be prima facie evidence of the time and fact of such transmission, except where:

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

10. Investment of Deposit

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

11. Early Release of Deposit

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

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

12. Payment of Deposit

In the event;

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

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

13. Error in Adjustments

Each party to this Contract agrees that If on completion of any apportionment of outgoings required to be made under this Contract is overlooked or Incorrectly calculated, any party upon being so requested by the other party, shall forthwith make the correct calculation and pay such amount to the other party as shown by such calculation to be payable. This clause shall not merge on completion of this contract.

14. Survey Report

If a survey report is attached to this contract;

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

15. Building Certificate

If a building certificate under section 149D of the Local Government Act is attached to this contract, the Purchaser shall not be entitled to make any requisitions, objection or claim for compensation in respect of any matter arising throughout.

16. Deposit Bond

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

17. Sewerage Diagram

- 17.1 The Purchaser has inspected the Drainage Diagram and Location Print attached to the Contract and acknowledges that these diagrams are all that is available from the recognized sewerage authority.

- 17.2 The Purchaser will not object to the position of the sewer main and shall not make any requisition or any claim, or seek to delay completion or rescind or terminate this Contract in relation to anything disclosed in this condition.

18. Guarantee and Indemnity – Purchaser a Corporation

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

19. Conditions of Sale by auction

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

20. Service of Notices

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

21. Land Tax Payable by Purchaser Notwithstanding

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

22. Cancelled Settlement

If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$150.00 (inclusive of GST) for each instance is payable to the Vendor which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

23. Whole Agreement

The Purchaser acknowledges that the provisions of this Contract constitutes the entire agreement between the parties concerning its subject matter and all previous agreements, undertakings and negotiations on that subject matter cease to have effect.

24. GST

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

- 24.1 All terms used in this clause have the meaning given to those terms in the GST Act.
- 24.2 Unless this contract expressly states otherwise, the consideration and other amounts payable are expressed on an exclusive of GST basis.
- 24.3 If any supply made under or in connection with this contract is subject to GST, then in respect of that supply:
 - a) The Purchaser must pay an amount to the Vendor in addition to the relevant GST-exclusive consideration; and
 - b) The additional amount payable is:
 - An amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and
 - Payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates.
- 24.4 The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the GST Act).

- 24.5 If on completion all amounts to be adjusted under this contract are not actually adjusted, the Vendor must give the Purchaser another tax invoice or an adjustment note (as the case required) within 14 days after any further adjustment is made.
- 24.6 The Purchaser warrants it is GST registered at the date hereof or alternatively will be GST registered at the date of completion.

This Clause shall not merge on completion.

25. Section 47 Land Tax certificate

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

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

26. Withholding Tax

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

27. PEXA

The Vendor warrants and the Purchaser acknowledges that in the event that this matter is not completed through PEXA due to the Purchaser, the Purchaser's mortgagee or the Purchaser's legal representative being unable or unwilling to transact in PEXA, then the Purchaser will make an adjustment on settlement in favour of the Vendor for \$175.00 in payment of the Vendor' additional legal costs for completing settlement manually in relation to same and is an essential term of this Agreement.



FOLIO: 49/35007

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/10/2021	4:42 PM	2	21/7/2014

LAND

LOT 49 IN DEPOSITED PLAN 35007
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP35007

FIRST SCHEDULE

FAYSAL SHMAIT (T AD417166)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B384459 COVENANT
- * 3 AQ852365 RESTRICTION(S) ON THE USE OF LAND
- * 4 AQ852366 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13164

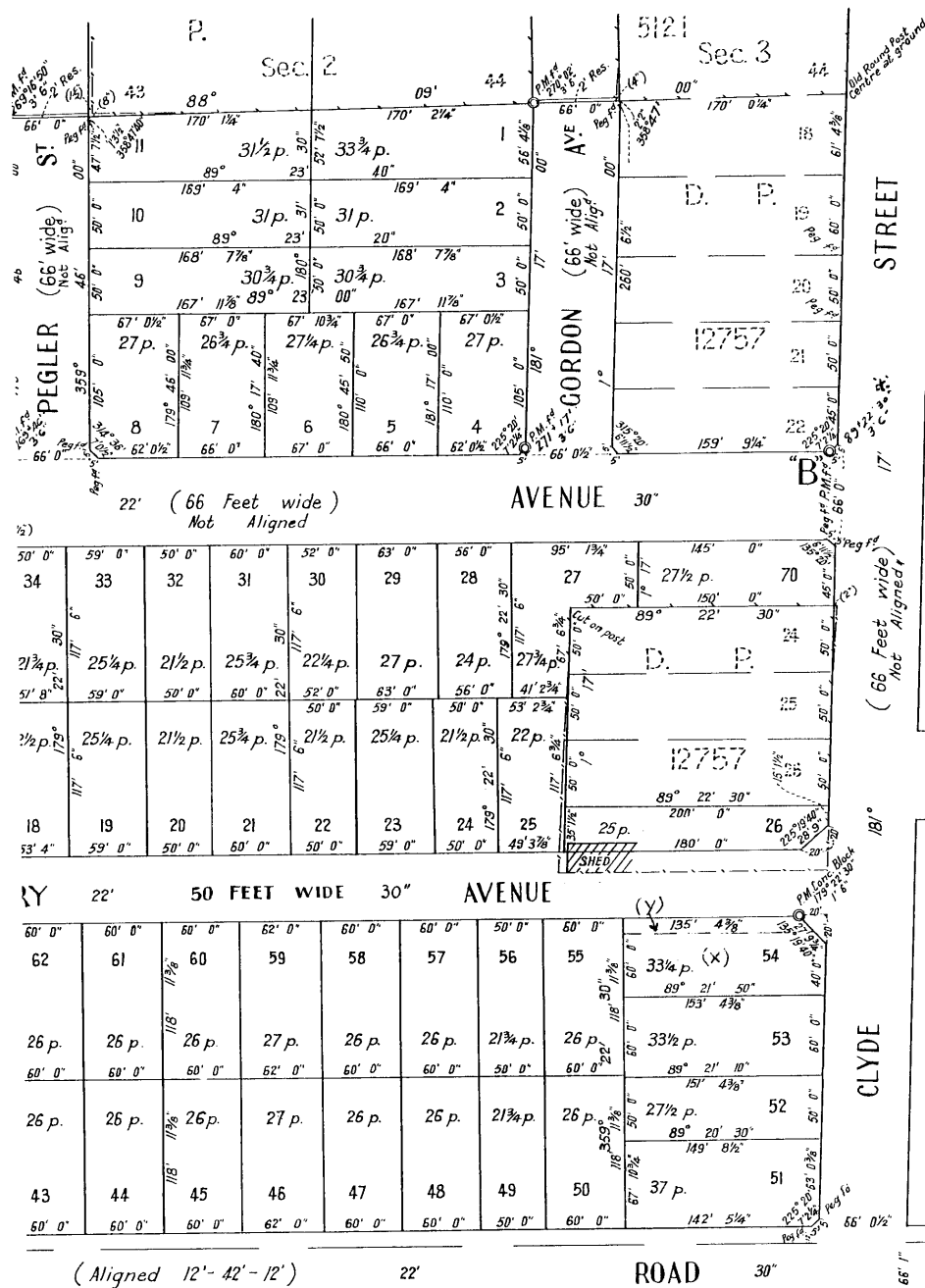
PRINTED ON 8/10/2021

PLAN

to 55 incl, lots 59 to
to 17 inclusive, lot 23, & lots 27, to 66 inclusive, Deposited Plan 12757,
and part of lots 56, 57, 58,
Property Plains County of Cumberland

Scale :100 Feet to an inch.

F. B. 1572.



Recatalogued
D
19th
P
No 20131 (E)

No 20131 (E)

December 1945

J. Bello

DP 35007
Recorded as H.C.P. 7
Registered: 07 24 549
C.A.
Title System: Torrens
Purpose: Subdivision
Ref. Map: Granville Sh. 6
Last Plan: PLAN in 0340155 D 369521 DP 12757

I, Herbert Gerard Hill of the Public Works Department, Sydney, a surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare, (a) that all boundaries and measurements shown in this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented and that the survey represented in this plan has been made by me, in accordance with the Survey Practice Regulations, 1933, was completed on 21st April, 1944, and the Permanent Marks have been placed as shown hereon.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared before me at Sydney, this thirty-first day of July, 1944.

H. G. Hill
Justice of the Peace

H. G. Hill

PLAN AMENDED IN LTO 15/1989

Municipality of Granville

D371250 1.5.45

D.P. 35007 (E)

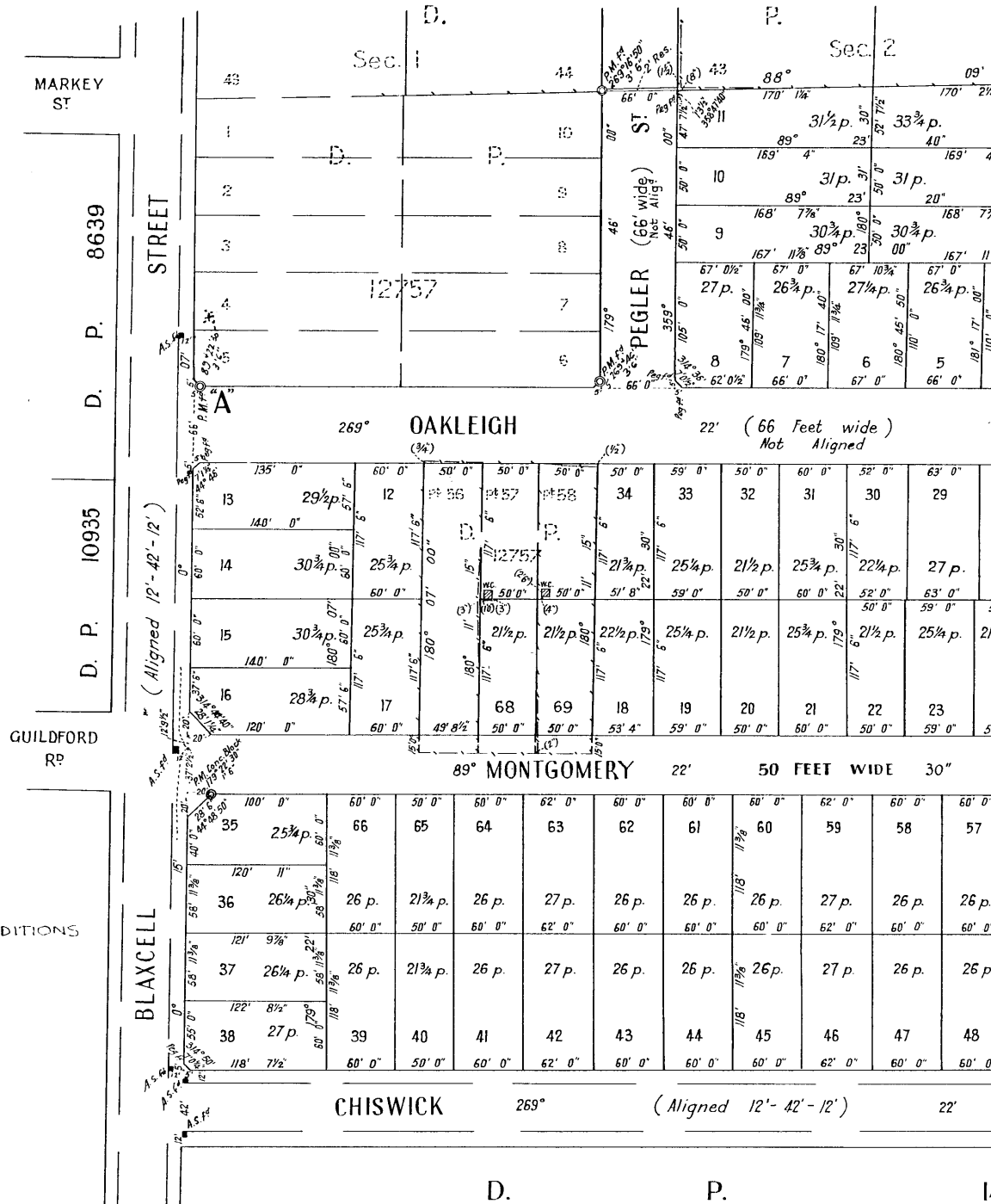
PLAN

of subdivision of lots 11 to 17 inclusive, lot 23, & lots 27 to 66

Parish of Liberty Plains & County

Scale: 100 Feet to an inch.

F. B. 1572.



NOTES:—

It is intended to dedicate Montgomery Avenue to the Public at a future date.
Datum line of Azimuth "A" "B"

Subscribed and de
this thirty-first

* Correct Bearing 359° 22' 30" see Min 1 of papers



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 35007		
FEET INCHES	METRES	
- 0 1/2	0.013	
- 0 3/4	0.019	
- 1 1/2	0.038	
- 2	0.051	
- 2 1/4	0.057	
- 3	0.076	
- 4	0.102	
- 10	0.254	
1 3 1/2	0.394	
1 6	0.457	
2 -	0.610	
2 2	0.660	
2 6	0.762	
2 9 1/2	0.851	
3 -	0.914	
3 5	1.041	
3 6	1.067	
4 -	1.219	
5 -	1.524	
6 11 1/2	2.121	
7 0 1/4	2.140	
7 0 1/2	2.146	
7 1 1/4	2.165	
7 1 1/2	2.172	
7 1 3/4	2.178	
7 2 1/4	2.191	
8 11 3/8	2.727	
10 -	3.048	
12 -	3.658	
12 9 1/2	3.899	
15 -	4.572	
15 1 1/2	4.610	
19 11 3/4	6.090	
20 -	6.096	
27 9 3/4	8.477	
28 1 1/4	8.566	
28 6	8.687	
28 9	8.763	
35 1 1/2	10.706	
37 2 1/2	11.341	
37 6	11.430	
40 -	12.192	
41 2 3/4	12.567	
42 -	12.802	
45 -	13.716	
47 7 1/2	14.516	
49 3 7/8	15.034	
49 8 1/2	15.151	
50 -	15.240	
51 8	15.748	
52 6	16.002	
52 7 1/2	16.040	
53 2 3/4	16.224	
55 -	16.764	
56 -	17.069	
56 4 1/8	17.174	
57 6	17.526	
58 11 3/8	17.967	
59 -	17.983	
60 -	18.288	
61 4 3/8	18.704	
61 4 3/8	18.704	
62 0 1/2	18.910	
63 -	19.202	
63 0 3/8	19.212	
65 0 1/2	19.825	
66 -	20.117	
66 0 1/2	20.130	
66 1	20.142	
67 -	20.422	
67 0 1/2	20.434	
67 6 3/4	20.593	
67 10 3/4	20.695	
95 1 3/4	29.000	
100 -	30.480	
105 -	32.004	
109 11 3/4	33.522	



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 35007 CONTINUED		
FEET INCHES	METRES	
110 -	33.528	
117 6	35.814	
117 6 3/4	35.833	
118 7 1/2	36.157	
118 11 3/8	36.255	
120 -	36.576	
120 11	36.855	
121 9 7/8	37.132	
122 8 1/2	37.402	
135 -	41.148	
135 4 3/8	41.259	
135 4 3/8	41.259	
140 -	42.672	
142 5 1/4	43.415	
145 -	44.196	
147 2	44.856	
149 8 1/2	45.631	
150 -	45.720	
151 4 3/8	46.136	
151 4 3/8	46.136	
153 4 3/8	46.746	
153 4 3/8	46.746	
159 9 1/4	48.698	
167 11 7/8	51.203	
168 7 7/8	51.406	
169 4	51.613	
170 0 1/4	51.822	
170 1 1/4	51.848	
170 2 1/4	51.873	
180 -	54.864	
200 -	60.960	
260 6 1/2	79.413	
AC RD P	SQ M	
- - 2.95	74.6	
- - 21 1/2	543.6	
- - 21 3/4	550.1	
- - 22	556.4	
- - 22 1/4	562.8	
- - 22 1/2	569.1	
- - 24	607	
- - 25 1/4	638.6	
- - 25 3/4	651.3	
- - 26	657.6	
- - 26 1/4	663.9	
- - 26 3/4	676.6	
- - 27	682.9	
- - 27 1/4	689.2	
- - 27 1/2	695.6	
- - 27 3/4	701.9	
- - 28 3/4	727.2	
- - 29 1/2	746.1	
- - 30 3/4	777.8	
- - 31	784.1	
- - 31 1/2	796.7	
- - 33 1/4	841	
- - 33 1/2	847.3	
- - 33 3/4	853.6	
- - 37	935.8	



MEMORANDUM OF TRANSFER

(RE REAL PROPERTY ACT, 1900.)



B384459



Lodgment ... 12-9
Endorsement ... 2-10-0
Certificate ... 3-2-6

(Trusts must not be disclosed in the transfer)

No CHARLES O'CONNOR MURPHY of Sydney Solicitor and MARY DOROTHEA MONIE MURPHY of Sydney Spinster

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 the sum of Two thousand pounds

B384459

(£2000) (the receipt whereof is hereby acknowledged) paid to us by ALBERT VINCENT MILLS RYDER of Haberfield Builder and in consideration of the sum of Two thousand seven hundred and seventy five pounds (£2775) (the receipt whereof is hereby acknowledged) paid to the said ALBERT VINCENT MILLS RYDER by FRANK MILLER and FRANCIS KEITH MACKAY both of Sydney pastoralists hereinafter called Transferees) at the request and by the direction of the said ALBERT VINCENT MILLS RYDER as testified by his signature as herein transferred do hereby transfer to the said transferee as tenants in common

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

c If all the references cannot be conveniently inserted in form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their witnesses. These references will suffice if the whole land in the grant of certificate be transferred. If part only add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required for a subdivision of the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. d Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Liberty Plains	Part and being lots 10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-60-61-62-63-64-65-66-69 shown on D.P. 12757	3223	198

And the transferee covenants with the transferor AND the transferees covenant with the Transferors as follows:—

1. No main dwelling or business premises shall be erected on any of the said allotments of the value of less than £250-0-0.
 2. No brick buildings shall be permitted on any of the said allotments.
- The above covenants are binding on the lands hereby transferred and the benefit of the said covenants is appurtenant to the whole of the lands mentioned in Deposited Plan No. 12757.

The persons by whom the said covenants and restrictions can be waived varied or modified are owners of the lands in the said Deposited Plan.

ENCUMBRANCES, &c., REFERRED TO.

Subject to notifications as shown on Certificate of Title

Signed at Sydney the seventh day of July 1926
Signed in my presence by the transferor
DOROTHEA MONIE MURPHY &
WHO IS PERSONALLY KNOWN TO ME
M D Lorie Murray
Transferor

Signed in my presence by the said
Albert Vincent Mills Ryder who
is personally known to me.
I direct this transfer
Louise E. Blackman
Solicitor
by only Accepted, and whereby certify this Transfer to be correct
for the purposes of the Real Property Act.

Signed in my presence by the transferee
are
WHO IS PERSONALLY KNOWN TO ME
M D Lorie Murray
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.

432 B
M 149 97097

No.

LODGED BY 133011 10/10/21 10.30

67 Castlereagh St. SYDNEY

CONSENT OF MORTGAGEE.

I, 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 192 } 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 192
Signed at the place and on the date above-mentioned, in the presence of—

1 This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

2 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 twenty 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.

3 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.

MEMORANDUM OF TRANSFER of

12 Acres. 2 roods. 16 perches.
Numerous lots in DP 13757
subject to easement
Shire of Granville
Municipality
Parish of St. Andrew County of Cumberland
Frank Miller & Francis Keith McLeod Transferees

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Req'd Propr., M'tgor, etc.

Particulars entered in Register Book, Vol. 3233 Fol. 148

the 25th day of August 1926
at minutes 4 o'clock in the afternoon.

W. H. Thomas
Registrar

INDEX		PROGRESS RECORD	
BY	26 AUG 1926	Date	18/8/26
Received from	Records	Date	18/8/26
Draft written	...	Date	19/8/26
Draft examined	...	Date	21/8/26
Diagram prepared	...	Date	21/8/26
Diagram examined	...	Date	21/8/26
Draft forwarded	...	Date	21/8/26
Supt. of Engrossers	...	Date	21/8/26
Cancellation Clerk	...	Date	21/8/26
(2) VOL.	3903	FOL.	164
Diagram Fees	...	Additional Folios	...

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, Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, 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 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 Charge 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.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. 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, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the remainder.

Form: 13RPA
Edition: 1111

**RESTRICTION ON
USE OF LAND B
PRESCRIBED AUTH**

New South Wales
Section 88E(3) Conveyancing Act 1919



AQ852365B

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

(A) **TORRENS TITLE**

Lot 49 DP 35007

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any <i>Hyde Park Lawyers</i> <i>Ground Floor, 229-231 Macquarie Street, Sydney NSW 2000</i> <i>Czhou @ hydeparklawyers.com.au</i> Reference (optional): <i>2021-084</i> Tel: <i>02 7966 4253</i>	CODE RV
-------------------------	---	-------------------

(C) **REGISTERED PROPRIETOR**

Of the above land
FAYSAL SHMAIT

(D) **LESSEE MORTGAGEE or CHARGE**

Of the land in the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919

CUMBERLAND COUNCIL

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

DATE 04 / 03 / 2021
dd mm yyyy

(G) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note* below].

Signature of witness: *Gabrielle Zerni*

Name of witness: *Gabrielle Zerni*

Address of witness: *1 Susan Street, Auburn*

Signature of authorised officer: *Siva Sivakumar*

Name of authorised officer:

Siva Sivakumar
Manager Engineering & Traffic

Position of authorised officer:

pursuant to s378 Local Government Act 1993

I certify that I am an eligible witness and that the registered proprietor of the land signed this dealing in my presence. [See note* below].

Signature of witness: *Cathy Zhou*

Name of witness: *Cathy Zhou*

Address of witness: *GF, 229-231 Macquarie St
Sydney NSW 2000*

Signature of registered proprietor: *[Signature]*

(H) The lessee / mortgagee / chargee under lease/mortgage/charge No. agrees to be bound by this restriction. I certify that I am an eligible witness and that the above lessee/mortgagee/chargee signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness:

Address of witness:

Signature of lessee / mortgagee / chargee:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE 'A'

INSTRUMENT SETTING OUT TERMS OF RESTRICTION INTENDED TO BE
CREATED PURSUANT TO SECTION 88E OF THE CONVEYANCING ACT 1919

(Sheet 2 of 3)

Lot No. 49 in DP 35007

Full name and address of
Proprietor of the land:

FAYSAL SHMAIT
274CHISWICK RD SOUTH GRANVILLE 2142.

1. Terms of Restriction

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system which is constructed on the lot(s) burdened without the prior consent in writing of Cumberland Council. The expression "on site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. Any on site stormwater detention system constructed on the lot burdened is hereafter referred to as "the system". The on-site stormwater detention system constructed on the land as detailed on the plans approved by **Express Approvals Pty Limited** as Construction Certificate No. **2013/036** on **23/7/2013**. A copy of this Construction Certificate is held by **Cumberland Council (DA-351/2010)**.

Name of Authority having the power to release vary or modify the Restriction is
Cumberland Council.



(Sheet 3 of 3)

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE,
VARY OR MODIFY THE RESTRICTION**

**CUMBERLAND COUNCIL BY ITS AUTHORISED DELEGATE PURSUANT TO
S.378 LOCAL GOVERNMENT ACT 1993**

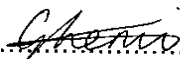


(Signature of Delegate)

Siva Sivakumar
Manager Engineering & Traffic

(Name of Delegate)

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



(Signature of Witness)

Gabrielle Zerni

(Name of Witness)

1 Susan Street, Auburn

(Address of Witness)

FAYSAL SHMAIT

Who IS personally known to me



signature of witness

CATHY ZHOU

Name of Witness (BLOCK LETTERS)

GF, 229-231 Macquarie St. Sydney NSW
2000

Address of witness

Form: 13PC
Edition: 1111

POSITIVE COVEN

New South Wales
Section 88E(3) Conveyancing Act



AQ852366Y

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

(A) TORRENS TITLE

Lot 49 DP 35007

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Hyde Park Lawyers GF, 229-231 Macquarie Street, Sydney NSW 2000 Czhou@hydeparklawyers.com.au Reference (optional): 2021-084 Tel 02 7966 4253	CODE PC
-------------------------	---	-------------------

(C) REGISTERED PROPRIETOR

Of the above land FAYSAL SHMAIT

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919 CUMBERLAND COUNCIL
--

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

DATE 04 / 03 / 2021
dd mm yyyy

(G) Execution by the prescribed authority

I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note* below].

Signature of witness: <u>Gabriele Zerni</u>	Signature of authorised officer: <u>[Signature]</u>
Name of witness: <u>Gabriele Zerni</u>	Name of authorised officer: <u>Siva Sivakumar</u>
Address of witness: <u>1 Susan Street, Auburn</u>	Position of authorised officer: <u>Manager Engineering & Traffic</u>

pursuant to S378 Local Government Act 1993

(G) Execution by the registered proprietor

I certify that I am an eligible witness and that the registered proprietor of the land signed this dealing in my presence. [See note* below].

Signature of witness: <u>[Signature]</u>	Signature of registered proprietor: <u>[Signature]</u>
Name of witness: <u>Cathy Zhou</u>	
Address of witness: <u>GF, 229-231 Macquarie St Sydney NSW 2000</u>	

(H) Consent of the lessee/mortgagee/chargee

The lessee / mortgagee / chargee under lease / mortgage / charge No., agrees to be bound by this positive covenant. I certify that I am an eligible witness and the above lessee/mortgagee/chargee signed this dealing in my presence. [See note* below].

Signature of witness:	Signature of lessee / mortgagee / chargee:
Name of witness:	
Address of witness:	

ANNEXURE 'A'

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE
CREATED PURSUANT TO SECTION 88E OF THE CONVEYANCING ACT 1919

(Sheet 2 of 4)

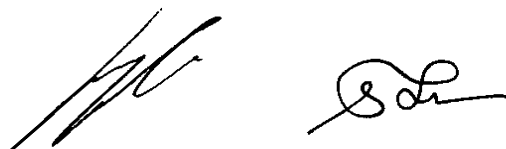
Lot No. 49 in DP 35007

Full name and address of
Proprietor of the land:

FAYSAL SHMAIT
27A CHISWICK RD SOUTH GRANVILLE 2142.

1. Terms of Positive Covenant

1. The registered Proprietor of the lot(s) hereby burdened will in respect of the system:
 - a) Keep the system clean and free from silt, rubbish and debris
 - b) Maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner.
 - c) Permit the council or its authorized agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
 - d) Comply with the terms of any written notice issued by the council in respect of the requirements of this covenant within time stated in the notice
2. Pursuant to section 88F (3) of the conveyancing Act 1919 the council shall have the following additional powers:-
 - i. In event that the registered proprietor fails to comply with the terms of any written notice issued by the council as set out above the council or its authorized agents may enter the land with all necessary materials and equipment and carry out any work which the council in its discretion considers reasonable to comply with the said notice referred to in Part 1 (d) above.
 - ii. The council may recover from the registered proprietor in a court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.



(Sheet 3 of 4)

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

For the purposes of this covenant, “the system means the on-site stormwater detention system constructed on the land as detailed on the plans approved by **Express Approvals** Pty Limited as Construction Certificate No. **2013/036** on **23/7/2013** including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

A copy of this Construction Certificate is held by **Cumberland Council (DA-351/2010)**.

Name of Authority having the power to release vary or modify the Positive Covenant is Cumberland Council.



~~(Sheet 4 of 4)~~



(Sheet 4 of 4)

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE,
VARY OR MODIFY POSITIVE COVENANT**

**CUMBERLAND COUNCIL BY ITS AUTHORISED DELEGATE
PURSUANT TO S.378 LOCAL GOVERNMENT ACT 1993**



(Signature of Delegate)

Siva Sivakumar
Manager Engineering & Traffic

(Name of Delegate)

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



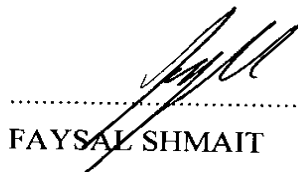
(Signature of Witness)

Gabrielle Zerni

(Name of Witness)

1 Susan Street, Auburn

(Address of Witness)



FAYSAL SHMAIT

Who are personally known to me

CATHY ZHOU

Name of Witness (BLOCK LETTERS)



signature of witness

GF, 229-231 Macquarie St, Sydney NSW
2000

Address of witness





CUMBERLAND
CITY COUNCIL

APPLICANT: Rm Legal Sydney
PO Box 9359
HARRIS PARK NSW 2150

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property: 27A Chiswick Road SOUTH GRANVILLE NSW 2142
Title: Lot 49 DP 35007
Land No: 59735
Certificate No: PC2021/4860
Certificate Date: 11/10/2021
Applicant's Ref: 13164

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome *Belong Succeed*

SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1 - Names of relevant planning instruments and DCPs**1. *The following environmental planning instruments apply to the carrying out of development on the land:***

Parramatta Local Environmental Plan 2011

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
 State Environmental Planning Policy No. 30 – Intensive Agriculture
 State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
 State Environmental Planning Policy No. 50 – Canal Estates
 State Environmental Planning Policy No. 55 – Remediation of Land
 State Environmental Planning Policy No. 62 – Sustainable Aquaculture
 State Environmental Planning Policy No. 64 – Advertising and Signage
 State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development
 State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
 State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy – Building Sustainability Index: BASIX 2004
 State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy – (Infrastructure) 2007
 State Environmental Planning Policy – (Temporary Structures) 2007
 State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008
 State Environmental Planning Policy – (Affordable Rental Housing) 2009
 State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy – (Primary Production and Rural Development) 2019
 State Environmental Planning Policy – (State and Regional Development) 2011
 State Environmental Planning Policy – (Concurrences) 2018
 State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

Cumberland Local Environmental Plan (PP_2019_CUMBE_006_00)

3. *The following development control plans apply to the carrying out of development on the land:*

Parramatta Development Control Plan 2011

ITEM 2 - Zoning and land use under relevant LEPs**1. (a) Zoning details in the instruments identified in ITEM 1(1) above****Parramatta Zone R2 Low Density Residential****Objectives of zone**

To provide for the housing needs of the community within a low density residential environment.

To enable other land uses that provide facilities or services to meet the day to day needs of residents.

To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a low density residential environment.

To allow for a range of community facilities to be provided to serve the needs of residents, workers and visitors in residential neighbourhoods.

Permitted without consent

Home occupations

Permitted with consent

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

Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

No additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

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

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat

(d) Is the land within a heritage conservation area?

Yes, the land is located within a Heritage Conservation Area.

(e) Is there a heritage item situated on the land?

Yes, a Heritage Item is situated on the land.

2. (a) Zoning details in the instruments identified in ITEM 1(2) above**Zone R2 Low Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow residents to carry out a range of activities from their homes while maintaining neighbourhood amenity

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Places of public worship; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies; Any other development not specified in item 2 or 3

Additional permitted uses

No draft additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat under a draft environmental planning instrument

(d) Is the land within a draft heritage conservation area?

Yes

(e) Is there a draft heritage item situated on the land?

Yes

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

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

No

ITEM 3 – Complying Development Exclusions

Is the land, land on which complying development may be carried out under 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?

Complying development can be carried out subject to the land not being affected by flooding referred to in ITEM 7A(1).

Housing Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.
Land is within a heritage conservation area or a draft heritage conservation area. Complying development may not be carried out on any part of the land unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.

Low Rise Housing Diversity Code

No, to the extent that the land is affected by specific land exemptions.

Land is within a heritage conservation area or a draft heritage conservation area. Complying development may not be carried out on any part of the land unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.
Land that comprises, or on which there is, a heritage item or draft heritage item.

Rural Housing Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.
Land is within a heritage conservation area or a draft heritage conservation area. Complying development may not be carried out on any part of the land unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.

Housing Alterations Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.

General Development Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.

Commercial and Industrial Alterations Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.

Commercial and Industrial (New Buildings and Additions) Code

No, to the extent that the land is affected by specific land exemptions.

Land is within a heritage conservation area or a draft heritage conservation area.

Land that comprises, or on which there is, a heritage item or draft heritage item.

Container Recycling Facilities Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.

Subdivisions Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.

Demolition Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.

Fire Safety Code

No, to the extent that the land is affected by specific land exemptions.

Land that comprises, or on which there is, a heritage item or draft heritage item.

ITEM 4 – (Repealed)

ITEM 4A – (Repealed)

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

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

No

ITEM 5 – Mine subsidence

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

No

ITEM 6 – Road widening and road realignment

Is the land affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or
(b) Any environmental planning instrument; or
(c) Any resolution of the Council?***

No

ITEM 7 – Council and other public authority policies on hazard risk restrictions

- (a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-***

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	Yes
(vi)	land contamination	No
(vii)	Other Risk	No

- (b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:-***

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

ITEM 7A – Flood related development controls information

- 1. Is the land or part of the land within the flood planning area and subject to flood - related development controls.***

No

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

No

3. ***In this clause -***

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

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

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

ITEM 8 – Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No

ITEM 9 – Contributions plans

The name of each contributions plan applying to the land is:-

Cumberland Local Infrastructure Contributions Plan 2020

ITEM 9A - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?

No

ITEM 10 – Biodiversity stewardship sites

Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?

No

ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No

ITEM 11 – Bush fire prone land

- | | | |
|-----|--|-----|
| (a) | <i>All of the land is bush fire prone land.</i> | No |
| (b) | <i>Some of the land is bush fire prone land.</i> | No |
| (c) | <i>None of the land is bush fire prone land.</i> | Yes |
-

ITEM 12 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that 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?

No

ITEM 14 – Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No

ITEM 15 – Site compatibility certificates and conditions for seniors housing

- (a) *Has a current site compatibility certificate (seniors housing), of which the Council is aware, been issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?*

No

- (b) *Have any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?*

No

ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?

No

ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

1. *Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?*

No

2. *Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of consent to a development application in respect of the land?*

No

ITEM 18 – Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 19 – Site verification certificates

Has Council been made aware of a current site verification certificate that has been issued in respect of the land?

No

ITEM 20 – Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No

ITEM 21 – Affected building notices and building product rectification orders

1. *Is any affected building notice in force in respect of the land?*

No

2. *Is any building product rectification order in force in respect of the land that has not been fully complied with?*

No

3. *Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?*

No

ITEM 22 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or
- (b) shown on the *Lighting Intensity and Wind Shear Map* under that Policy, or
- (c) shown on the *Obstacle Limitation Surface Map* under that Policy, or
- (d) in the “public safety area” on the *Public Safety Area Map* under that Policy, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map* under that Policy.

The land is not affected.

NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-

- (a) ***At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?***

No
- (b) ***At the date of this certificate, is the land to which this certificate relates subject to a management order?***

No
- (c) ***At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?***

No
- (d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No
- (e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Peter J Fitzgerald
GENERAL MANAGER

Sewer Service Diagram

Application Number: 8001120548

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE
Municipality of *PARRAMATTA* SEWER AVAILABLE Diagram No. *170609*

SYMBOLS AND ABBREVIATIONS

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

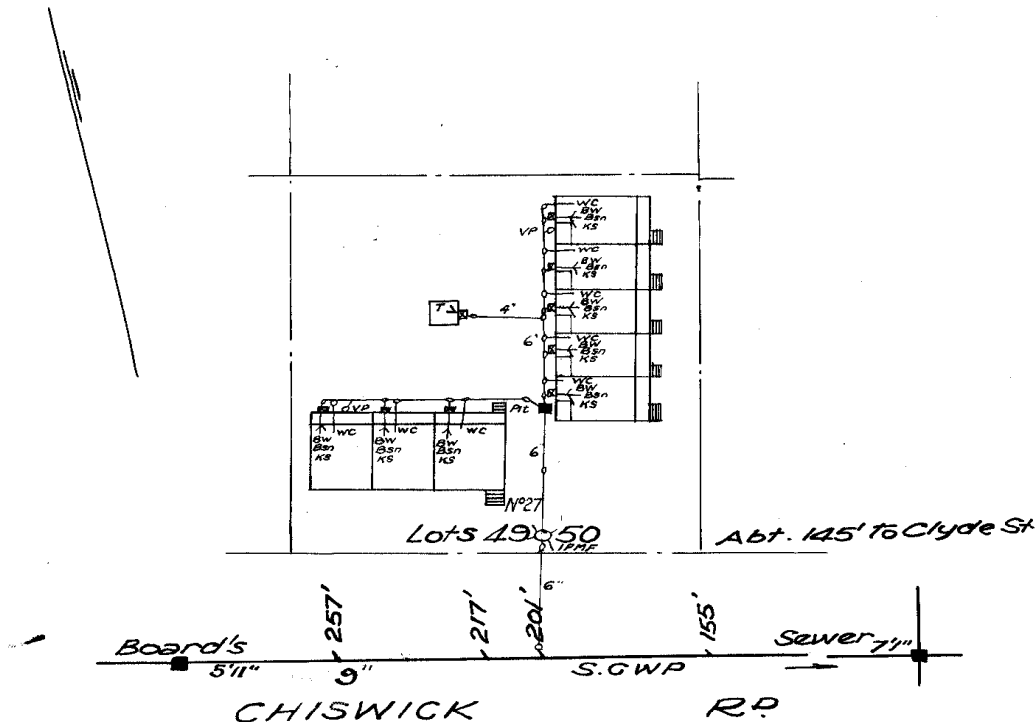
Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

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

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

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

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



CHECK FOR SURCHARGE CONDITIONS

SHEET No. *3977*

19
FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY			
W.C.	Designed by	DATE	Inspector
Bth	Inspector	/ /	FIRST VISIT
Shr		/ /	SUPERV'SN
Bsn		/ /	PASSED
K.S.	Examined by	/ /	DATE
T	Chief Inspector	/ /	Inspector
Plg		Date	Checked
Dge.Int.		Outfall	HL
Dge.Ext.	DESIGN	Drainer	LL
		Boundary Trap is required.	392 107

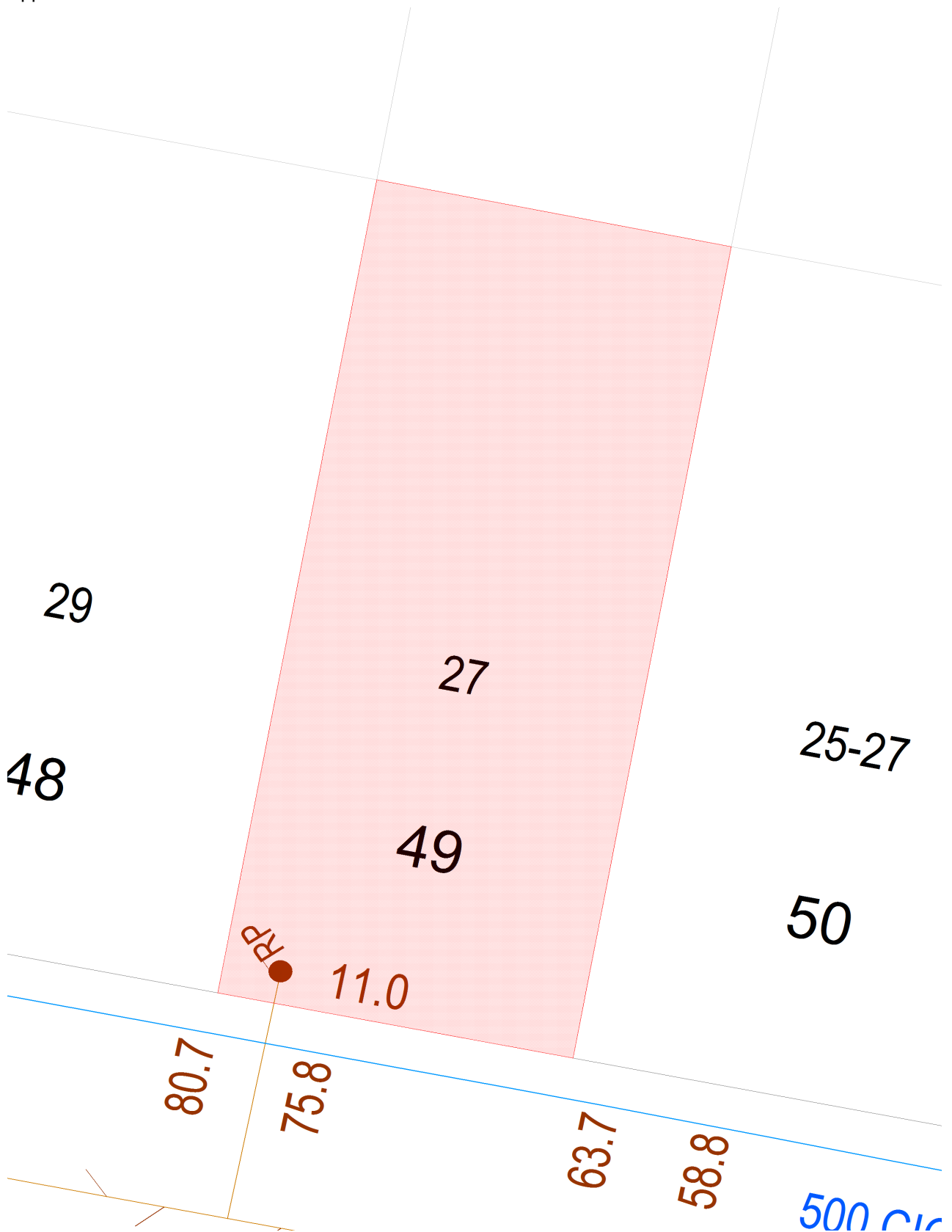
Document generated at 08-10-2021 05:00:40 PM

Disclaimer

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

Service Location Print

Application Number: 8001120547



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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