

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	GIA Realty	<b>phone:</b> 0468 938 882 <b>email:</b> mike@giarealty.com.au
<b>co-agent</b>		
<b>vendor</b>	MOHSEN HABIB YOUSSEF	
<b>vendor's solicitor</b>	Snelgrove Herman Lawyers Level 11, 61 York St Sydney NSW 2000	<b>phone:</b> (02) 9078 7830 <b>email:</b> ronda@snelgrovehermanlaw.com.au <b>ref:</b> 25044
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	8 WILLIS ST LANSVALE NSW 2166 LOT 2 DEPOSITED PLAN 245607 Folio Identifier 2/245607	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
<b>improvements</b>	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<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.

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

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

(GST residential withholding payment)

details)

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

***GSTRW payment (GST residential withholding payment) – details***

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

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

**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

8 WILLIS ST LANSVALE NSW 2166

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## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_  
solicitor/licensed conveyancer, certify as follows:

1. I am a solicitor/licensed conveyancer currently admitted/licensed to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property at  
  
**("Vendor")** to **("Purchaser")** in order that there is no cooling off period in relation to that contract;
3. I do not act for the Vendor and am not employed in the legal practice of a solicitor or conveyancer acting for the Vendor nor am I a member or employee of a firm of which a solicitor or conveyancer acting for the Vendor is a member or employee; and
4. I have explained to the Purchaser:
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: 2025

\_\_\_\_\_  
Signed:

## Conditions of Sale by Auction

If the *property* is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - 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 commencements of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller by the auctioneer.
  - 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 interests 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 accepted 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.
2. The following conditions, in addition to those prescribed by sub-clause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - b. 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.
  - c. 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.

**SPECIAL CONDITIONS  
CONTRACT FOR THE SALE OF LAND - 2022 EDITION**

**PROPERTY: 8 Willis Street, Lansvale NSW 2166 (2/245607)**

**33. Interpretation**

**33.1** These special conditions are to be read and construed as part of the printed Contract for the Sale and Purchase of Land 2022 edition to which they are attached (**2022 edition**).

**33.2** Headings are for convenience only and do not affect interpretation.

**33.3** The following rules of interpretation apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a clause, paragraph or subclause is a reference to a clause, paragraph or subclause respectively of this Contract.
- (e) A reference to the **Act** is a reference to the *Conveyancing Act 1919* and a reference to the **Regulation** is a reference to the *Conveyancing (Sale of Land) Regulation 2022*.
- (f) Unless stated otherwise one provision does not limit the effect of another.
- (g) A reference to the Solicitor of a Party includes the Party's representative if named in the contract.
- (h) A reference to this Contract includes the printed form of the 2022 edition of the Contract for Sale of Land and these special conditions and any amendment, novation, supplement, variation or replacement to them from time to time, except to the extent prohibited by this Contract.

**33.4 Definitions**

- (a) **Authority** means each Federal, State or Local Government, Semi-Government, quasi-Government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal.
- (b) **Business Day** means any day except a bank or public holiday throughout New South Wales or a Saturday or Sunday.
- (c) **Completion Date** means the date upon which this Contract is actually completed.
- (d) **Claim** includes a requisition, notice, demand, action, proceeding, litigation, investigation, judgment, loss, cost, expense, damage or liability however arising whether present or future.
- (e) **Environmental Hazard** means any chemical, toxic, corrosive, flammable, explosive, infectious, carcinogenic or other dangerous substance including (but not limited to) asbestos which exists on or has been brought onto, incorporated in or emitted on or from the Property or the Building.



- (f) **Environmental Law** means each law, order or notice of an Authority, relating to or dealing with:
  - (i) planning and land use;
  - (ii) the environment;
  - (iii) health;
  - (iv) any Environmental Hazard;
  - (v) the use, storage or transportation of an Environmental Hazard;
  - (vi) the disposal, discharge or treatment of an Environmental Hazard;
  - (vii) the spill or leakage of an Environmental Hazard;
  - (viii) the treatment, containment or removal of an Environmental Hazard;
  - (ix) the remediation of the Property or the Improvements; and
  - (x) all related licences, approvals, consents, permissions and permits.
- (g) **Improvements** mean the buildings and structures erected on the Land.
- (h) **Land** means the land described on the front page of this Contract.
- (i) **Property** means the Land and Improvements and includes any part thereof.

#### **34. Amendments to the printed form of Contract**

The printed clauses of this Contract are to be read and construed as if amended as follows:

- (a) In **clause 1**, the definition of “bank” is amended by the deletion of the words “a building society or a credit union”.
- (b) Delete **clauses 3**.
- (c) In **clause 4.5** delete “7 days” and replace with “14 days”.
- (d) In **clause 4.10** delete “2 business days” and replace with “7 business days”.
- (e) In **Clause 6.1**, add the words “The amount of any such claim is limited to 1% of the Price.” At the end of the clause.
- (f) Amend **clause 7.1.1** by deleting the words “5% of the price” and by inserting the words “one dollar”.
- (g) Amend **clause 7.2.1** by deleting the words “10% of the price” and by replacing with the words “1% of the price”.
- (h) In **clause 8.1.1**, substitute the printed words with “The vendor is unable or unwilling to comply with a requisition or claim”.
- (i) In **clause 10.1**, add the words “or delay completion” after the word “requisition”.

- (j) In **clauses 10.1.8 and 10.1.9**, replace the word “substance” with the word “existence” where appearing.
- (k) In **clause 11.2**, insert the words, “other than on account of the Purchaser’s breach” immediately after the word “*terminated*” AND also replace the word “expense” with the words “reasonable expenses”.
- (l) In **clause 14.2.1** delete the words “2 business days” and replace with the words “4 business days”.
- (m) In **clause 14.2.2** delete the words “1 business day” and replace with the words “2 business days”.
- (n) **Clause 14.4.2** is deleted.
- (o) In **clause 14.8**, delete the words “or any adjoining footpath or road”.
- (p) Delete **clause 18.7** and replace it with "If the parties do not agree to a fee or rent, the fee is 0.1% of the price per week".
- (q) **Clause 20.1** is deleted (see clause 35).
- (r) **Clause 20.6.5** is deleted (see clauses 36 and 37).
- (s) In **clause 25.2**, delete “7 days” and replace with “14 days”.
- (t) In **clause 31.2**, delete “5 business days” and replace with “3 business days”.

### **35. Documents attached to contract**

- 35.1** The substance of all material contained in any document (or copy of any document) attached to this Contract is deemed to be disclosed in this Contract whether or not included in the list of documents on page 4 of the printed section of this Contract.
- 35.2** If before this Contract is signed by or on behalf of the Purchaser a document or copy of a document is, at the request of the Vendor or the Vendor's Solicitor, attached to this Contract by or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching that document or copy does so as the agent of the Vendor.
- 35.3** The Vendor does not represent or warrant that the content of any document attached to this Contract is true or correct.

### **36. Service of documents by email (replaces clause 20.6.5)**

Despite anything in clause 20.6, a document may be served by email, in which event:

- (a) where a Solicitor for a party is named in this Contract, it is served by the party if it is sent using the Solicitor's email address stated in this Contract or any other email address which that Solicitor may have notified the sender;
- (b) where there is no Solicitor named in this Contract in respect of a party, it is served by the party if it is sent using the email address stated in this Contract (if any) or any other email address which that party may have notified to the sender; and
- (c) it is served on a party on the Business Day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next Business Day.

**37. Service of documents on non-Business Day**

Where a document is served on a day which is not a Business Day, it will be taken to have been served on the commencement of the next Business Day.

**38. Special conditions**

These special conditions shall not be read so as to purport to or have the effect, where applicable, of excluding, modifying or restricting the provisions of section 52A of the Act, or a regulation made for the purposes of that section or the exercise of a right conferred thereunder in relation to this Contract.

**39. Purchaser a corporation**

If the Purchaser is a corporation, it is an essential condition of this Contract that the purchaser must deliver to the Vendor on exchange the Deed of Guarantee and Indemnity in **Annexure "A"**, executed by not less than two directors (unless the Purchaser's company has a sole director) of the Purchaser company as guarantors of the Purchaser's obligations under this Contract.

**40. Particulars of title and requisitions**

**40.1** The Purchaser acknowledges that sufficient particulars of title for the preparation of a form of transfer are contained in this Contract.

**40.2** Notwithstanding clause 30.3, the Purchaser shall not request the Vendor to provide any further statement of title.

**40.3** The Purchaser acknowledges that the requisitions on title in **Annexure "B"** hereto are deemed to be the requisitions on title raised by the Purchaser.

**41. Completion**

**41.1** Completion of this Contract must take place not before 10am and not after 4:00 pm on the completion date and either party may, by serving upon the other party at any time thereafter a Notice to Complete requiring completion, within a period of not less than 14 days of the date of such notice, making time in the performance of this Contract of the essence.

**41.2** If this Contract is not completed on or before the completion date through no fault of the Vendor then without derogating from the Vendor's rights in relation to interest earned on the investment of the deposit, the Purchaser must pay to the Vendor interest on the balance of the purchase monies at the rate of 10% per annum calculated on a daily basis from and including the completion date up to and including the actual date of completion.

**41.3** In addition, as a consequence of the Vendor serving the Purchaser with a notice to Complete, the Purchaser must pay the sum of \$330.00 (inclusive of GST) as a genuine pre-estimate of the Vendor's legal costs.

**41.4** The Vendor is not required to complete this Contract unless interest and the sum of \$330.00 are paid to the Vendor on completion and this is an essential term of this Contract.

#### **42. Investment of deposit**

- 42.1** If agreed by the Vendor and the Purchaser, the parties shall authorise and direct the depositholder to invest the deposit and undertake to provide their tax file numbers to the depositholder within 7 days of the date of the date of this Contract.
- 42.2** If a party fails to provide a tax file number, that party shall bear from its own share of the interest earned on the investment of the deposit the full amount of any government tax debited to or withheld from the total interest earned on the investment.

#### **43. Death, bankruptcy etc of a party**

Notwithstanding any rule of law or equity to the contrary:

- (a) should either party prior to completion die or become mentally ill, then the other party may rescind this Contract by notice in writing to the other whereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
- (b) should the Purchaser be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a Company resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with creditors under the relevant provisions of the *Corporations Act 2001*, or should a liquidator, receiver, administrator or official manager be appointed, then the Vendor may by notice in writing to the Purchaser rescind this Contract and if the Purchaser is not otherwise in default under this Contract the provisions of clause 19 shall apply.

#### **44. Invalidity and conflict**

- 44.1** If any one or more of the provisions of this Contract should be invalid, illegal or unenforceable then the remaining provisions shall not in any way be affected or impaired.
- 44.2** In the event of any conflict between the provisions of these special conditions and the Conditions, then these special conditions prevail.

#### **45. Release of encumbrance**

- 45.1** Upon completion, the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage, Withdrawal of Caveat or Release of Encumbrance (as the case may be) in registrable form and will allow the Purchaser the registration fees payable thereon.
- 45.2** The Purchaser shall not make any requisition or objection requiring the registration of any such document before completion.

#### **46. Contract not subject to supply of survey report or building certificate**

Nothing in this Contract, express or implied, shall require the Vendor to obtain or produce a survey report or a building certificate under the *Environmental Planning and Assessment Act 1979* or otherwise in relation to the Property and the Purchaser shall not require the Vendor to do so nor shall the Purchaser make any requisition, objection, Claim or delay the Completion Date in this regard.

**47. Contract not subject to supply of depreciation schedule**

Nothing in this Contract, express or implied, shall require the Vendor to produce a depreciation schedule in relation to the Property and the Purchaser shall not require the Vendor to do so nor shall the Purchaser make any requisition, objection, Claim or delay the Completion Date in this regard.

**48. Condition and state of repair**

The Purchaser accepts the Property in its present condition and state of repair and subject to:

- (a) all defects, dilapidations, and infestations (if any) whether latent or patent; and
- (b) all existing water, sewerage, drainage, gas, electricity and any other installations and services located on or to the Property (including that any such services are not connected or in service) and whether above or below the surface of the land.

**49. Exclusion of warranties**

**49.1** Prior to signing this Contract, the Purchaser acknowledges and agrees as follows:

- (a) the Purchaser has been given the opportunity to make an inspection of the Property and undertake due diligence enquiries in relation to the Property, including but not limited to any of the matters referred to in clause 49; and
- (b) the Purchaser has entered into this Contract relying solely on the contents of this Contract and the Purchaser's own (or anyone representing the Purchaser) judgment, knowledge, inspection, opinion, advice and enquiries of the Property.

**49.2** The Purchaser warrants that in entering into this Contract the Purchaser has not relied on any advice, opinion, statement, warranty or representation, whether express or implied, made by the Vendor or anyone representing the Vendor as to:

- (a) the nature, suitability or quality of the Property;
- (b) the suitability for any particular use or purpose of the Property;
- (c) any rights howsoever arising attaching to or affecting the Property; or
- (d) any other matter having or which may affect beneficially or otherwise the Property or any yield or return from the Property.

**49.3** Subject to the Act and the Regulation, the Purchaser agrees and accepts that the Purchaser is not entitled to and shall not make any objection, requisition or Claim, rescind or terminate, or call upon the Vendor to carry out any repairs or works whatsoever in respect of any of the matters referred to in clauses 50.2 and 49, including without limitation, the following matters:

- (a) any roof or surface water drainage being connected to the sewer;
- (b) the existence howsoever arising or non-existence of any easement or right affecting or benefiting the Property;
- (c) any loss, damage, destruction, theft, breakage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property between the date of this Contract and completion;

- (d) the presence in or on the Property of any hazardous, poisonous or toxic substance or contaminant, whether above or below the surface of the land or on or within any building or structure or service or installation on the Property;
- (e) the existence or non-existence, location, nature, condition, defect, state or repair of any service or installation or any part thereof to the Property;
- (f) any sewer manhole or vent located on the Property;
- (g) any boundary or part thereof being fenced or unfenced, including the location and condition of any fencing;
- (h) the position of any buildings or structures upon the Property;
- (i) whether there is any encroachment by or upon the Property;
- (j) whether the provisions of any Act, Regulation, Code or Ordinance affecting the Property has been complied with or there are any irregularities in respect thereof and such non-compliance or irregularity is disclosed in this Contract; and
- (k) any matters disclosed by any due diligence inquiries undertaken by the Purchaser or which could reasonably have been disclosed to the Purchaser by those due diligence inquiries.

**49.4** The Vendor makes no warranty or representation about any of the matters relating to the Property described in clause 49 and this clause.

**49.5** In this clause where the context permits, a reference to the Property includes any building, structure, service or installation, inclusions, furnishings, fixtures and any chattels located on, to, or within the Property.

## **50. Parts of this Contract to apply after completion**

Any provision in this Contract which is capable of applying after completion shall not merge upon completion and shall continue to apply after the Completion Date.

## **51. Breach of statutory duty**

**51.1** If the Purchaser discovers that the Vendor has breached any warranty implied by the Act or the Regulation, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.

**51.2** If the Vendor breaches any warranty implied by the Act or the Regulation, the Vendor may, before completion, serve a notice (**Breach Notice**):

- (a) specifying the breach;
- (b) requesting the Purchaser to serve a notice irrevocably waiving the breach (**Waiver Notice**); and
- (c) indicating that the Vendor intends to rescind this Contract if the Waiver Notice is not served within 14 days.

**51.3** The Vendor may rescind if:

- (a) the Vendor serves the Breach Notice; and

- (b) the Purchaser does not serve the Waiver Notice within the time required under the Breach Notice.

**51.4** If the Purchaser serves a Waiver Notice before the Vendor rescinds under this clause, the Vendor is no longer entitled to rescind under this clause.

**51.5** The Purchaser has no remedy against the Vendor for breach of any warranty implied by the Act or the Regulation other than the right of rescission conferred by the Regulation.

## **52. Charges**

**52.1** The Vendor is not obliged to remove any charge on the Property for any rate, tax or outgoing until the Completion Date.

**52.2** 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 on the Property for any rate, tax (including land 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 such rate, tax or outgoing.

## **53. Entire agreement**

**53.1** This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the Property.

**53.2** The parties have not entered into and are not bound by any collateral or other agreement apart from this Contract.

**53.3** The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by Legislation unless such warranty, representation, agreement or term is contained in the express terms of this Contract.

## **54. Agent**

**54.1** The Purchaser warrants they were not introduced to the Vendor or to the Property by any real estate agent other than the agent nominated on the front of this Contract.

**54.2** The warranty in this clause shall not merge in any transfer of the Property consequent upon completion of this Contract.

**54.3** The Purchaser shall forever keep the Vendor indemnified against all claims (including its legal costs on a solicitor and client basis) by any other real estate agent for commission arising out of this sale.

## **55. Error in adjustment of outgoings**

**55.1** Each party agrees that if on completion any adjustment required to be made under this Contract is overlooked or incorrectly calculated, a party will forthwith upon being requested by the other party make the correct calculations and pay such amount to the other party as is shown by such calculations to be payable.

**55.2** This clause will not merge on the Completion Date.

## **56. Counterpart Contracts & Electronic Signing**

- 56.1** This Contract may be executed and exchanged in counterparts by the Vendor and the Purchaser (and if this Contract includes a Deed of Guarantee and Indemnity the Guarantor or Guarantors) including 'wet-ink' signatures to those counterparts or by scanning to PDF this Contract (including those signatures) and then by email transmission of those counterparts between the parties.
- 56.2** Such counterparts when so executed and exchanged will be deemed to be an original and all counterparts taken together will constitute one and the same document.
- 56.3** For the avoidance of doubt the Vendor and the Purchaser (and the Guarantor or Guarantors as the case may be) agree to accept such counterparts in electronic format and medium or original hardcopy formats as constituting a binding contract between them.
- 56.4** The Vendor and the Purchaser (including the Guarantor or Guarantors as the case may be) acknowledge that this clause is evidence of their consent to receiving electronic communications by way of email transmission under the *Electronic Transmissions Act 2000* (NSW).



## ANNEXURE "A"

### DEED OF GUARANTEE AND INDEMNITY

#### Parties

**Vendor** Mohsen Habib Youssef

**Guarantor**

(insert full name and  
address of each  
guarantor)

\_\_\_\_\_

of

\_\_\_\_\_

**AND**

\_\_\_\_\_

of

\_\_\_\_\_

#### Background

- A. The Vendor has entered into a contract for the sale of land dated \_\_\_\_\_ 2025 for the Property at 8 Willis Street, Lansvale NSW 2166 (Folio Identifiers: 2/245607) with \_\_\_\_\_ (**Purchaser**) at the request of the Guarantor (**Contract**).
- B. The Guarantor upon the covenants contained in this Deed has agreed to guarantee the Purchaser's performance of all the terms and conditions under the Contract and indemnify the Vendor against the Purchaser's non-performance or breach of the Contract (including such terms and conditions that survive completion of the Contract).

#### Provisions

1. The Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of the Purchaser's obligations under or in connection with the Contract including the obligation to pay money. If the Purchaser does not comply with those obligations on time and in accordance with the Contract, then the Guarantor agrees to comply with those obligations when the Vendor requests the Guarantor to do so.
2. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against any liability or loss arising from, and any costs, charges or expenses incurred in connection with:
  - (a) the Purchaser's default under the Contract including a breach of the obligations to pay money; or
  - (b) the Vendor terminating the Contract because of the Purchaser's default; or
  - (c) a representation or warranty by the Purchaser in the Contract being incorrect or misleading when made or taken to be made.
3. It is expressly agreed that it shall not be necessary for the Vendor to incur expenses or make payments before enforcing this right of indemnity.

4. The Guarantor waives any right which may exist of first requiring the Vendor to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this Deed and in this regard this Guarantee and Indemnity shall be treated as a principal obligation of the Guarantor and not ancillary or collateral to the obligations of the Purchaser such that recovery or proceedings against the Guarantor may be made first without prior recourse to the Purchaser.
5. This Guarantee and Indemnity is a continuing security and is not discharged by any one payment and shall continue in force until all the obligations under the Contract have been performed either by the Purchaser or the Guarantor.
6. The liabilities of the Guarantor under this Deed as a Guarantor or Indemnifier are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:
  - (a) the Vendor granting time or other indulgence to, compounding or compromising with or releasing the Purchaser or any other Guarantor;
  - (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
  - (c) any transfer of a right of the Vendor;
  - (d) the termination, rescission, variation or assignment of the Contract;
  - (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
  - (f) any person named as Guarantor not executing or not executing effectively the Contract.
7. Until all moneys payable to the Vendor in connection with the Contract are paid, the Guarantor may not, without the Vendor's approval:
  - (a) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Deed;
  - (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Vendor in connection with the Contract;
  - (c) make a claim or enforce a right against the Purchaser or its property; or
  - (d) prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.
8. If a claim that a payment to the Vendor in connection with the Contract or this Deed is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised, then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this Deed if the payment had not occurred.
9. The expression "the Guarantor" where used in this Deed includes each guarantor described and his or her personal representative and where there is more than one guarantor the covenants shall apply and bind them jointly and severally.
10. In order to secure this Guarantee and Indemnity, the Guarantor charges all of his or her estate and interest in any real estate which he or she now has or subsequently acquires an interest in, whether legal or beneficial.

Executed as a Deed on \_\_\_\_\_ 2025

<b>Signed by</b> _____ Name of Guarantor	) ) ) Signature of Guarantor
in the presence of:	
..... Signature of witness	
..... Name of witness	
..... Address of witness	

<b>Signed by</b> _____ Name of Guarantor	) ) ) Signature of Guarantor
in the presence of:	
..... Signature of witness	
..... Name of witness	
..... Address of witness	

## ANNEXURE B

### RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Mohsen Habib Youssef  
Purchaser:  
Property: 8 Willis Street, Lansvale NSW 2166  
Dated:

---

#### Possession and tenancies

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

#### Title

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

#### Adjustments

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

#### Survey and building

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

of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property? If so, please provide details and indicate if there are any proposals for amendment or revocation.
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations/Benefits**

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

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

**Capacity**

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

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 2/245607

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/4/2025	1:39 PM	8	8/2/2024

LAND

----

LOT 2 IN DEPOSITED PLAN 245607  
AT LANSVALE  
LOCAL GOVERNMENT AREA FAIRFIELD  
PARISH OF ST LUKE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP245607

FIRST SCHEDULE

-----

MOHSEN HABIB YOUSSEF (CN AT820735)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP245607 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN  
SO BURDENED IN THE TITLE DIAGRAM
- 3 N514950 COVENANT
- 4 AT820734 MORTGAGE TO PERPETUAL TRUSTEE COMPANY LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

  
 John Edgar Hoover  
 Director  
 Federal Bureau of Investigation  
 U.S. Department of Justice

"(d) the requirements of section 348 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended; or

(e) the requirements of section 348 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended.

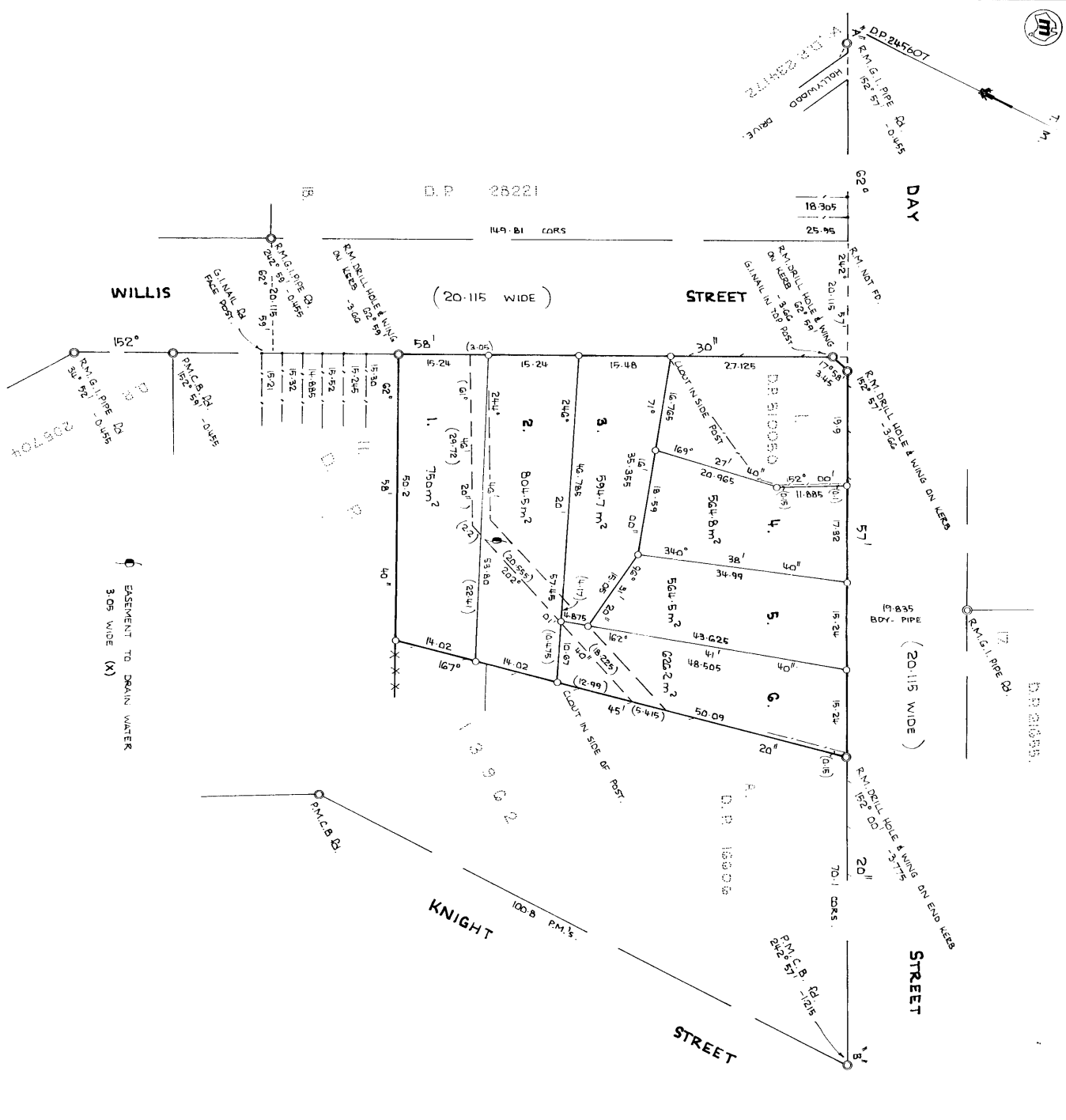
have been complied with by the applicant in relation to the proposed "Subdivision";

(f) the proposed "Subdivision" or "consolidated lot" set out hereunder ("new road," "subdivision" or "consolidated lot") set out hereunder:

Subdivision No. **3553**

Date 23-7-73  
(Signature) [Signature]

\*This part of certificate to be deleted where the application is only for a consolidation (or) the opening of a new road or where the land to be consolidated is wholly outside the area of operations of the Metropolitan Water, Sewerage and Drainage Board and the Hunter Metropolitan Water Board.  
Delete if inapplicable.



D.P.245607 (E)

Registered:  007110171

C.A.: N° 3593 OF 23-7-1973

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: FAIRFIELD SH.58

Last Plan: D.P. 510050 (D.P. 13962) #

PLAN OF SUBDIVISION  
OF LOT 2 D.P. 510050

Reduction Ratio 1: 500

Lengths are in metres

**FAIRFIELD**  
City  
Multi-State

Locality: LANSVALE.

Parish: **ST LUKE**

County: **CUMBERLAND**

~~This is sheet 1 of my plan in sheets.~~  
~~(Delete if inapplicable).~~

BARRY ALAN CURTIS

of 17375 Biggare St LNERPOOL 217  
a surveyor registered under the Surveyors Act, 1939,  
amended, hereby certify that the survey represented in the  
plan  
is accurate and has been made ~~in accordance~~ (2) under  
immediate supervision in accordance with the Survey  
Practice Regulations, 1933, and was completed on 7  
9TH JULY 1973

\*Strike out either (1) or (2). Insert date of surveyor registered under Surveyor's Act, 1929, as amended.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restriction as to user."

PURSUANT TO SEC. 88b.9 OF  
THE CONVEYANCING ACT IT  
IS INTENDED TO CREATE:

EASEMENT TO DRAIN  
WATER 3.05 WIDE

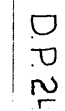
Φ INSTRUMENT FILED AS N421319

M.P.D.

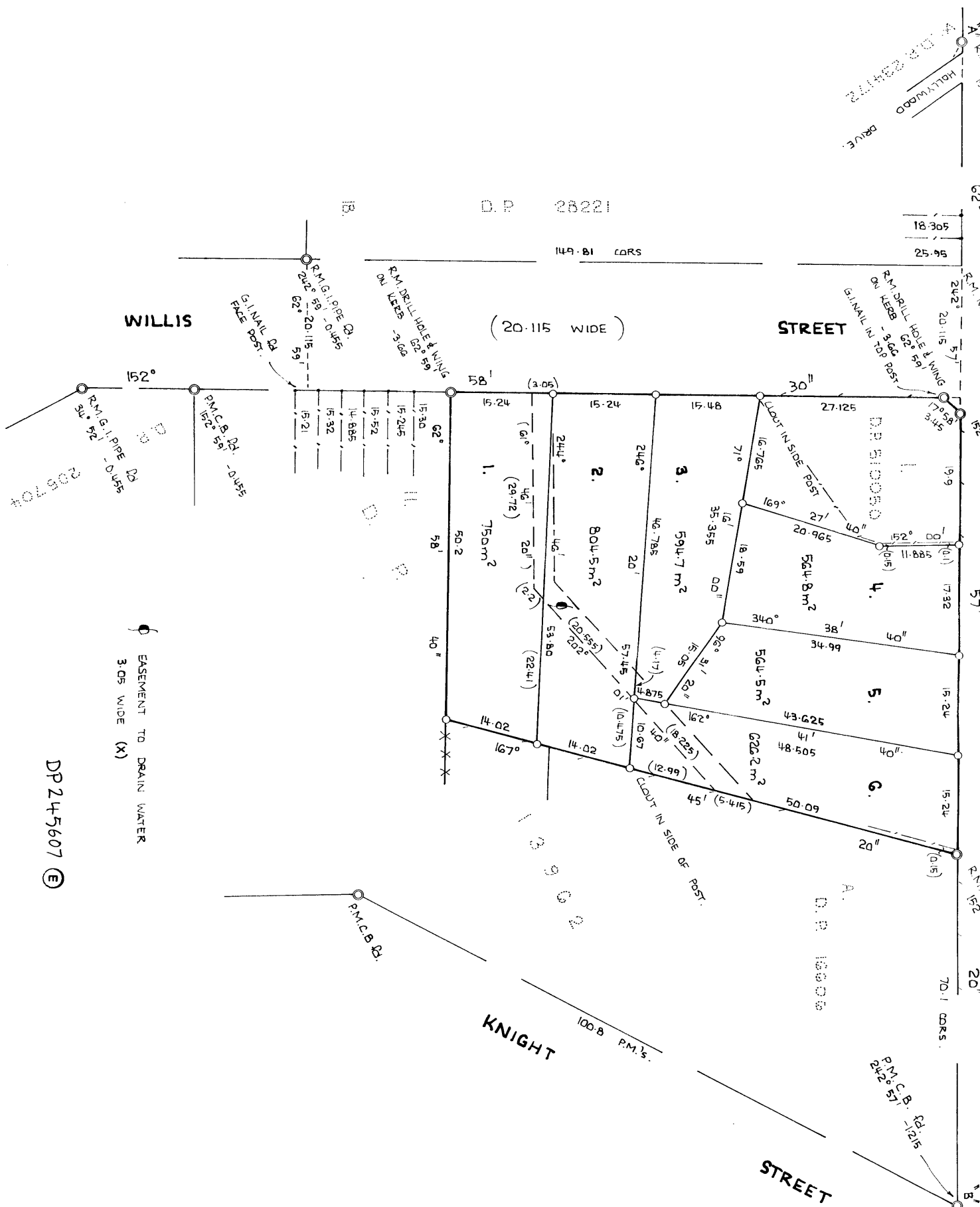
**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

SURVIVOR'S REFERENCE: 11616





**Φ INSTRUMENT**



Last Plan: DP 0245607

PLAN OF

Reduction Ratio:

Local: F

Mun./State: F

City: F

Locality: L

Fairish: S

County: C

This is a plan of the land of 173-175, BINGHAM STREET, SYDNEY, NSW, as amended, hereby certified to be accurate and has immediate supervisory Practice Regulations.

9th JULY

Signature: BARRY A. L.

Surveyor registered in the State of New South Wales

Panel for use only to dedicate public reserves, drainage reserves as to user.

PURSUANT TO THE CONVEYANCE IS INTENDED

EASEMENT TO DRAIN WATER

INSTRUMENT

N 421319



*No fig.*  
17.8.73

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

PLAN: **DP245607** (Sheet 1 of 1 Sheet)  
Subdivision of land covered by Council  
Clerk's Certificate No. 3593 of 1973.

Full name and address  
of proprietor of the  
land

Alex Paul Pty. Limited, 39 Auburn  
Road, Auburn.

1. Identity of easement  
or restriction  
firstly referred to  
in abovementioned  
plan:

Easement to drain water 3.05 meters  
wide

Schedule of lots, etc, effected

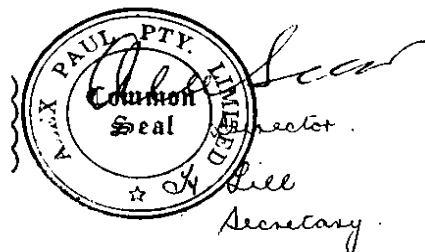
Lots burdened

Lots, name of road, or Authority benefited

1  
2  
3  
6

Council of the Municipality of  
Fairfield.

THE COMMON SEAL of ALEX PAUL  
PTY. LIMITED was hereunto  
affixed by authority of the  
Directors in the presence of:



Instrument pursuant to Regulation 52D Conveyancing  
Act Regulations, 1961, setting out the terms of  
easements or restrictions as to user created by  
registration of the within-mentioned Deposited Plan.



RB 17.8.1973

This is Sheet 1 of a 1 Sheet Instrument .....



594950

NEW SOUTH WALES  
REGISTRAR GENERAL  
\$-00.75



73 OCT 11 PM 12 54

R.P. 13A

OFFICE USE ONLY	
B	12

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, ALEX PAUL PTY. LIMITED

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

\* If less estate, strike out "in simple" and interline the required alteration.

(herein called transferor)

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 TWELVE THOUSAND TWO HUNDRED AND FIFTY DOLLARS

(\$12,250-00) (the receipt whereof is hereby acknowledged) paid to Alex Paul Pty by limited BY GEORGE HOUEJANE and SAMUEL HADDAD

do hereby transfer to

\* Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

GEORGE HOUEJANE, of 3/9 Brittain Crescent, Hillsdale, Machinist; And  
SAMUEL HADDAD, of the same place, Machinist

As joint tenants (herein called transferee)

\* The description may refer to defined residue of the land in a certificate or grant (e.g. "And being residuum after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. "). Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	St. Luke	Whole	12202	143	

715870

73/700 01/4

And the transferees ~~covenant(s) with the transferor~~ for themselves their heirs and assigns hereby for the benefit of the adjoining land of the Transferor being Lots 1, 3 and 6 in Deposited Plan No. 245607 but only during the ownership thereof by the Transferor its successors and assigns other than purchasers on sale covenant with the Transferor its successors and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land as aforesaid without the consent of the Transferor its successors or assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

The land to which the benefit of the herein stated covenant is appurtenant shall be the adjoining land of the Transferor being Lots 1, 3 and 6 in Deposited Plan 245607.

The land which is subject to the burden of the herein stated covenant is the land hereby transferred.

The person having the right to release vary or modify the herein stated covenant is the owner or owners for the time being of such adjoining land as aforesaid.

~~Strike out if unnecessary, or suitably adjust.~~

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

#### ENCUMBRANCES, &c., REFERRED TO:

1. Reservations and conditions, if any, contained in the Crown Grant;
2. Easement to drain water 3.05 meters wide created by registration of Deposited Plan 245607.

A very short note will suffice.

K 1165-2 & 487-2

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Secretary of such part, or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Consular Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

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

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

the day of October 1973  
ALEX PAUL PTY. LIMITED  
Common Seal  
Transferor.\*  
Acting Secretary

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Solicitor for the Transferee(s), whose signatures cannot be obtained without difficulty and delay.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.\*

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of—

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me, at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ 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.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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.

No. N514950 \$12

Lodged by **FERGUSON AND MOORE**  
Address **27 PARK STREET**  
Phone No. **PHONE 61-4961 SYDNEY**

**PARTIAL DISCHARGE OF MORTGAGE.**  
(N.B.—Before execution read marginal note.)

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.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me \_\_\_\_\_

*Mortgagee.*

DOCUMENTS LODGED HEREWITH	
To be filled in by person lodging dealing	
1. _____	Received Docs.
2. _____	
3. _____	Nos.
4. _____	
5. _____	Receiving Clerk
6. _____	
7. _____	

*Subject to Court*

Indexed	MEMORANDUM OF TRANSFER
Checked by <i>OH</i>	Particulars entered in Register Book <i>26. 10. 1913</i>
Passed (in S.D.B.) by _____	
Signed by <i>H</i>	<i>Jawatson</i> Registrar General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD		
	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ..		
Draft examined ..		
Diagram prepared ..		
Diagram examined ..		
Draft forwarded ..		
Supt. of Engrossers ..		
Cancellation Clerk ..		
VOL.	FOL.	

14/04/2025

**InfoTrack**  
**GPO Box 4029**  
**SYDNEY NSW 2000**

Dear Sir/ Madam,

Following is your planning certificate as requested. Should you have any further queries please contact Council on (02) 9725 0821.

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**PLANNING CERTIFICATE**

(under section 10.7 of the Environmental Planning and Assessment Act 1979 as amended)

<b>Applicant:</b>	<b>InfoTrack</b>
<b>Certificate No.:</b>	<b>1419/2025</b>
<b>Applicant's Reference:</b>	<b>25044-#160013125#</b>
<b>Issue Date:</b>	<b>14/04/2025</b>
<b>Receipt No.:</b>	

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<b>PROPERTY ADDRESS:</b>	<b>8 Willis Street LANSVALE NSW 2166</b>
<b>LEGAL DESCRIPTION:</b>	<b>Lot: 2 DP: 245607</b>

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**Marcus Rowan**  
**MANAGER STRATEGIC LAND USE PLANNING**

**PLEASE NOTE:** This is page 1 of 18. Should this certificate or any subsequent copy not contain this many pages, please confirm with Council prior to acting on the basis of information contained in this certificate under Section 10.7(2) not inclusive of Flood Information Sheet.



## Information provided under Section 10.7(2) of the Environmental Planning and Assessment Act 1979

### Notes:

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- (1) The following prescribed matters may apply to the land to which this certificate relates.
  - (2) Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.
  - (3) The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 3 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate.
  - (4) Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them by either contacting Council on (02) 9725 0821 or attending Council's Administration Centre at 86 Avoca Road, Wakeley.
- 

### 1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies (SEPP)

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

**State Environmental Planning Policy (Transport and Infrastructure) 2021**

**State Environmental Planning Policy (Biodiversity and Conservation) 2021**

**State Environmental Planning Policy (Primary Production) 2021**

**State Environmental Planning Policy (Resilience and Hazards) 2021**

**State Environmental Planning Policy (Industry and Employment) 2021**

**State Environmental Planning Policy (Resources and Energy) 2021**

**State Environmental Planning Policy (Planning Systems) 2021**

**State Environmental Planning Policy (Precincts – Western Parkland City) 2021**

**State Environmental Planning Policy (Housing) 2021**

**State Environmental Planning Policy (Sustainable Buildings) 2022**

Regional Environmental Plans (Deemed SEPP)

**There is no Regional Environmental Plan applying to this land.**

Local Environmental Plans (LEP)

**Fairfield Local Environmental Plan 2013**

**Published on NSW Legislation Website: 17/05/2013.**

**In Force from: 31/05/2013.**

**As Amended.**

Development Control Plans (DCP)

**The land is subject to adopted Development Control Plans. (See attached schedule).**

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

Draft State Environmental Planning Policies (SEPP)

**There is no draft SEPP applying to this land.**

Draft Local Environmental Plan (LEP)

**There is no other draft LEP applying to this land.**

Draft Development Control Plan (DCP)

**No Draft DCP applies**

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –
- a) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

**None relevant.**

- (4) In this section, ***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## **2. Zoning and land use under relevant planning instruments**

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

(a) what is the identity of the zone,

**R2 Low Density Residential**

(b) the purposes for which development in the zone

(i) may be carried out without development consent

**Environmental protection works; Home-based child care; Home occupations.**

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

**Attached dwellings; 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; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Hospitals; Hostels; Information and education facilities; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture**

(iii) is prohibited

**Any other development not specified in item b(i) or b(ii).**

c) whether any additional uses apply to the land,

**There are no additional uses permitted with consent.**

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

**No development standards that fix the minimum land dimensions for the erection of a dwelling house apply to this land. Controls in other policies and plans may apply.**

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

**No.**

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

**No**

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

**No.**

**Attention is drawn however to Clause 5.10(5) of Fairfield Local Environmental Plan 2013:**

**"The consent authority may, before granting consent to any development:**

**(a) on land on which a heritage item is located, or**

**(b) on land that is within a heritage conservation area, or**

**(c) on land that is within the vicinity of land referred to in paragraph (a) or (b),**

**require a heritage management document to be prepared to assess the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned."**

### **3. Contributions plans**

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

**Fairfield City Local Infrastructure Contributions Plan 2023 applies to all land within the City of Fairfield.**

- (2) If the land is in a special contributions area under the Act, Divisions 7.1, the name of the area.

**None.**

### **4. Complying development**

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy clause 1.17A (1) (c)- (e), (2), (3) or (4), 1.18 (1)(c3) or 1.19.

**Housing Code:**

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

**Rural Housing Code:**

**No. The Rural Housing Code does not apply to this land.**

**Low Rise Housing Diversity Code:**

**Complying development under the Low Rise Housing Diversity Code may be carried out on the land.**

**Housing Alterations Code:**

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

**General Development Code:**

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

**Industrial and Business Alterations Code:**

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

**Industrial and Business Buildings Code:**

**No. The Industrial and Business Buildings Code does not apply to the land.**

**Container Recycling Facilities Code:**

**No. The Container Recycling Facilities Code does not apply to the land.**

**Subdivisions Code:**

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

**Demolition Code:**

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

**Fire Safety Code:**

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

**Agritourism Code:**

**No. The Agritourism Code does not apply to the land.**

- (2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

**None relevant.**

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that –
- (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**FLOOD CONTROL LOT**

The subject property is identified as a flood control lot as defined under the SEPP (Exempt & Complying Development Codes) 2008 and SEPP (Housing) 2021. Development under the SEPP (Exempt and Complying Development Code) 2008 and SEPP (Housing) 2021 must not be carried out on any part of a flood control lot, other than that part of the lot that the council or a professional engineer who specialises in hydraulic engineering has certified, for the purposes of the issue of the relevant complying development certificate, as not being any of the following—

- (a) a flood storage area,
- (b) a floodway area,
- (c) a flow path,
- (d) a high hazard area,
- (e) a high risk area.

Under the SEPP (Exempt & Complying Development Codes) 2008 and SEPP (Housing) 2021 certification is also required from a professional engineer specialising in hydraulic engineering that a range of critical development standards, requirements, restrictions and exclusions applying to various categories of residential, commercial and industrial complying development located on a flood control lot have been met.

Further details in relation to flood levels relevant to the site can be obtained by applying for a 10.7(5) planning certificate and accompanying Council flood information sheet.

For further information please contact Council's Catchment Planning Branch on 9725 0222

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**The Housing Code is varied in its application by omitting clauses 3.16(1(a) and 4 and 3.23(3).**

## **5. Exempt development**

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

**Yes - exempt development may be carried out on the land.**

- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

**Not applicable**

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
- (a) a restriction applies to the land, but it may not apply to all of the land, and

**Restrictions apply to carrying out exempt development on the land or part of the land as it is identified as a flood control lot. Refer to the SEPP (Exempt and Complying Development Codes) 2008 for further information.**

- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

**To be exempt development, the development must meet the requirements and criteria specified under the SEPP (Exempt and Complying Development Codes) 2008 that can be viewed on the NSW Legislation Website at [www.legislation.nsw.gov.au/browse/inforce](http://www.legislation.nsw.gov.au/browse/inforce).**

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**None.**

## **6. Affected building notices and building product rectification orders**

- (1) Whether the council is aware that –
- (a) an affected building notice is in force in relation to the land, or
  - (b) a building product rectification order is in force in relation to the land that has been fully complied with, or
  - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section –  
***affected building notice*** has the same meaning as in the Building Products (Safety) Act 2017, Part 4.  
***building product rectification*** order has the same meaning as in the Building Products (Safety) Act 2017.

**None relevant.**

## **7. Land reserved for acquisition**

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

**The land is not reserved for acquisition under Fairfield Local Environmental Plan 2013.**

**8. Road widening and road realignment**

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

- (a) the *Roads Act* 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

**The land is not affected by any road widening proposal under Division 2 of Part 3 of the Roads Act or Fairfield Local Environmental Plan 2013.**

**9. Flood related development controls**

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

**Based on the information currently available to Council, the land or part of the land is within the flood planning area and is subject to flood related development controls.**

**Mainstream Flooding**

**This parcel is within the floodplain and identified as being within a High Flood Risk Precinct as a result of mainstream flooding.**

**The term mainstream flooding means inundation of normally dry land occurring when water overflows the natural or artificial banks of a stream, river, estuary, lake or dam.**

**The term High Flood Risk Precinct is defined as the area of land below the 100-year flood event that is either subject to a high hydraulic hazard or where there are significant evacuation difficulties.**

**Overland Flooding**

**Part or all of this land is within the floodplain and may be affected by local overland flooding. This parcel is not in an area in which Council's current program of overland flood risk mapping has been completed. The term local overland flooding means inundation by local runoff rather than overbank discharge from a stream, river, estuary, lake or dam. If you are planning a development proposal, you may be required to undertake an Overland Flood Study prepared by a suitably qualified civil engineer experienced in flood analysis to identify the overland flood levels and velocities for the site.**

Note: The above Flood Risk Precinct classification(s) and associated flood related development controls mean that the subject land is a 'Flood Control Lot'. Under a number of State Environmental Planning Policy (SEPP), certification must be provided by a professional engineer specialising in hydraulic engineering for any form of complying development proposed on the land. See Part 4. Complying development, section (3) of this certificate for further information.



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

**Based on the information currently available to Council, the land is not between the flood planning area and the probable maximum flood. However, this is subject to future flood studies and reviews.**

**Note:** The flood information is the current information to date. However, Council reviews flood studies on an on-going basis and new information may become available in future. Please contact Council's Catchment Planning Division on 9725 0222 for any updated information.

- 
- (3) In this clause –  
**flood planning area** has the same meaning as the Flood Risk Management Manual.  
**Flood Risk Management Manual** means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.  
**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.
- 

## **10. Council and other public authority policies on hazard risk restrictions**

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

**Policies on hazard risk restrictions are as follows:**

**(i) Landslip**

**The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of landslide risk or subsidence.**

**(ii) Bushfire**

**Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.**

**(iii) Tidal Inundation**

**No.**

**(iv) Subsidence**

**No, the land is not so affected**

(v) **Acid Sulfate Soils**

Clause 6.1 of Fairfield Local Environmental Plan 2013 applies to the land. The Fairfield LEP 2013 Acid Sulfate Soil map indicates that the subject land is located within 500 metres of land with the potential for acid sulfate soils. The degree of affectation, if any, would be taken into consideration by Council for any works (in particular those involving excavation), which are likely to lower the watertable on adjacent land with the potential for acid sulfate soils.

(vi) **Contamination**

The provisions of Section 3.6 - Land Contamination of the Fairfield City Wide DCP applies to all land in the Fairfield Local Government Area. Under State Government planning legislation, this requires Council to take into consideration the potential for contamination of land when a development application or a rezoning proposal is considered by Council, having regard to current or previous uses of the land

(vii) **Aircraft Noise**

None relevant

(viii) **Salinity**

A Council adopted policy No 67. Building in saline environments applies to the land.

(ix) **Coastal hazards**

None relevant.

(x) **Sea level rise**

None relevant.

(xi) **Any other risks**

No, the land is not so affected

(2) In this section—

**adopted policy** means a policy adopted—

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

## **11. Bush fire prone land**

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

**Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.**

## **12. Loose-fill asbestos insulation**

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

**Not Applicable.**

## **13. Mine Subsidence**

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

**No, this land is not affected.**

## **14. Paper subdivision information**

- (1) The name of any development plan adopted by a relevant authority that –
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

**No such plan or order applies to the land.**

## **15. Property vegetation plans**

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

**No.**

## **16. Biodiversity stewardship sites**

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

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

**No such agreement applies to the land.**

**17. Biodiversity certified land**

If the land is biodiversity certificate land under the *Biodiversity Conservation Act 2016*, Part 8, a statements to that effect.

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

**The land is not biodiversity certified land.**

**18. Orders under Trees (Disputes between Neighbours) Act 2006**

Whether an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

**No**

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

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

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

**Note** – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existing before 1 January 2011.

**No annual charges under section 553B of the *Local Government Act 1993*, are applicable to the land.**

**20. Western Sydney Aerotropolis**

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

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

**21. Development consent conditions for seniors housing**

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

**None.**

**22. Site compatibility certificates and development consents for affordable rental housing**

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

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

**None.**

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

**None.**

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

**None.**

- (4) In this section—  
**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

## **23. Water or sewerage services**

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

### **Note –**

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

**Not applicable.**

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

- (a) that the land to which the certificate relates is significantly contaminated land—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order—if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**Continuously updated information in relation to the above matters can also be found by searching the records of the Environmental Protection Authority (EPA) at the website of the EPA. The search page can be found at: <http://www.epa.nsw.gov.au/prclmapp/searchregister.aspx>.**

**The following information is available to Council but may not be current:**

**The land is not within an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.**

**The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.**

**The land is not subject to a Voluntary Management Proposal that is the subject of the Environment Protection Authority's agreement under Section 17 of the Contaminated Land Management Act 1997.**

**The land is not subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.**

**Note 2:** Any advice received by Council pursuant to section 26(2) of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, is included below.

**No such certificate applies to the land.**

# FAIRFIELD CITY COUNCIL DEVELOPMENT CONTROL PLANS

## Fairfield Citywide Development Control Plan

Title	Adopted by Council*	Effective Date
Fairfield Citywide Development Control Plan 2024	13 August 2024	22 August 2024

## Place Based and Site Specific Development Control Plans

Title	Adopted by Council*	Effective Date
Bonnyrigg Town Centre DCP 2018	6 August 2019	4 September 2020
Cabramatta Town Centre DCP (5/2000) - <u>Amendment No.1</u> (Outdoor Dining Controls –5.3.2014) - <u>Amendment No. 2</u> (New clause regarding Model Submission – 3.09.2014) - <u>Amendment No. 3</u> (Amended clauses and map regarding Precinct 2- Dutton Lane Car Park) - <u>Amendment No. 4</u> (Precinct 4A – East side market square and station interface)	10 May 2022	07 October 2022
Fairfield City Centre DCP 2013 - <u>Amendment No.1</u> (Outdoor Dining Controls – 5.3. 2014) - <u>Amendment No. 2</u> (Remove reference to Public Art Guide and update signage controls reference – 3.09.2014) - <u>Amendment No. 3</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)	10 May 2016	25 May 2016
Canley Corridor DCP No.37 (2013) (Canley Vale and Canley Heights town centres) - <u>Amendment No.1:</u> (Development Controls for Adams Reserve 12.9.2006) - <u>Amendment No.2:</u> (Development Controls for 45-47 Peel St, Canley Heights 9.4.2008) - <u>Amendment No.3:</u> (Awnings controls 3.11.2010) - <u>Amendment No.4:</u> (Development Controls for 190 Canley Vale Rd, Canley Heights 19.4.2011) - <u>Amendment No.5:</u> (References to Fairfield LEP 2013 31.5.2013) - <u>Amendment No.6:</u> (Outdoor Dining Controls –5.3.2014) - <u>Amendment No. 7</u> (Remove reference to Public Art Guide – 3.09.2014) - <u>Amendment No. 8</u> (Include 46 Derby Street, Canley Heights into Town Centre Catchment – 01.07.2015) - <u>Amendment No. 9</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)	10 May 2016	25 May 2016
Prairiewood Town Centre – Southern Precinct DCP 2013	13 November 2012	31 May 2013
Site Specific DCP – Wetherill Park Market Town	20 March 2013	7 March 2014
Fairfield Heights Town Centre DCP 2018	06 August 2019	05 June 2020
Villawood Town Centre DCP 2020 <u>Amendment No. 2:</u> (amend DCP to reflect LEP changes to 899-898 Woodville Road and 15 Hilwa Road, Villawood – 22 August 2024)	28 April 2020	05 June 2020



## Master Plans

Title	Adopted by Council*	Effective Date
Prairiewood Masterplan (December 2005)	13 November 2012	31 May 2013
Fairfield Town Centre Masterplans – The Crescent and Barbara Street Precincts (May 2007)		May 2007

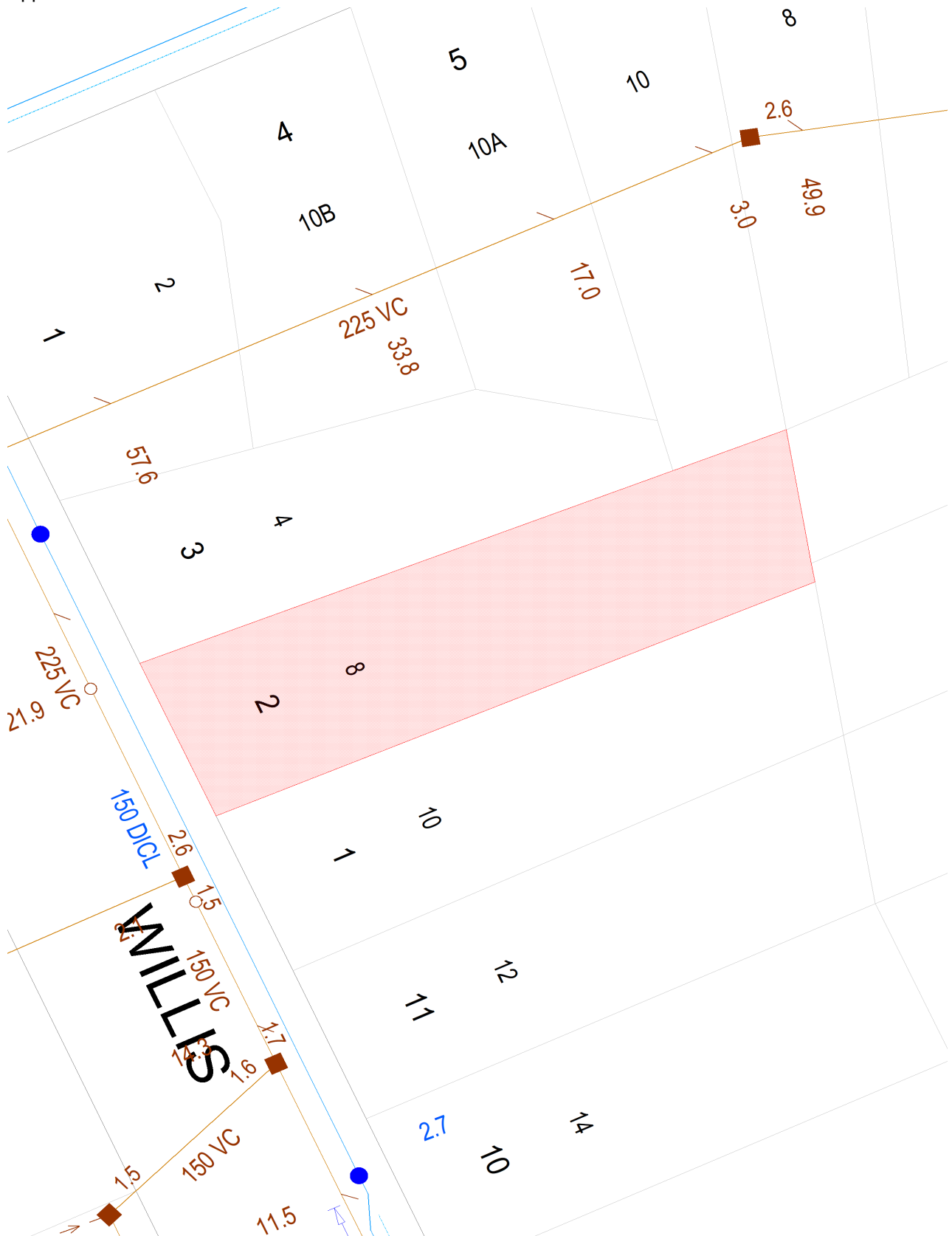
## Urban Design Studies

Title	Adopted by Council
Fairfield City Centre Key Sites Urban Design Study	27 March 2018
Fairfield Heights Town Centre Urban Design Study	27 March 2018
Villawood Town Centre Urban Design Study	27 March 2018
Fairfield City Centre Urban Design Study – Whole of Centre	14 June 2022
Cabramatta Town Centre Urban Design Study	14 June 2022
Canley Vale Local Centre Urban Design Study	14 June 2022
Carramar Neighbourhood Precinct Urban Design Study	14 June 2022
Yennora Neighbourhood Centre Urban Design Study	9 May 2023

\* Note: Some "In Force" Development Control Plans may be under review, check with Council for date of last amendment.

# Service Location Print

Application Number: 8004231335



Document generated at 14-04-2025 02:00:06 PM

## Disclaimer

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

# Asset Information

## Legend

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

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## Pipe Types

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