

# 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	<b>PRD Nationwide Penrith</b> <b>1 27 Lawson Street, Penrith NSW 2750</b> <b>Email: Darren@prd.net.au</b>	<b>Phone: 4732 2944</b>
co-agent		
vendor	<b>Peter Vergotis and Angela Vergotis</b> 51 Prince Edward Street Blackheath NSW 2785	
vendor's solicitor	<b>Sydney Conveyancing Pty Ltd</b> <b>Suite A22, 24-32 Lexington Drive, Bella Vista NSW 2153</b> <b>PO Box 664, Baulkham Hills NSW 1755</b> <b>Email: preet@sydneyconveyancing.com.au</b>	<b>Phone: 02 6989 4656</b> <b>Ref: PK:23/0446</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>3/575-581 Great Western Highway, Faulconbridge NSW 2776</b> <b>Lot 3 in Strata Plan 68928</b> <b>Folio Identifier 3/SP68928</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input 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 type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input 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:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

**GST AMOUNT** (optional) The price ~~includes~~ excludes GST which is to be added to the price 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>_____</p> <p>Vendor</p>    <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>    <p>_____</p> <p>Purchaser</p>    <p>_____</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      _____ Signature of authorised person</p> <p>_____ Name of authorised person      _____ Name of authorised person</p> <p>_____ Office held      _____ 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      _____ Signature of authorised person</p> <p>_____ Name of authorised person      _____ Name of authorised person</p> <p>_____ Office held      _____ Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable exception, 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* (GST residential withholding payment)

NO  yes (if yes, vendor must provide 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 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 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" 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 off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <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**

**STSM Strata Management , Level 1, 314 High Street, Penrith NSW 2750 02 47212444**

**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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

## 6 Error or misdescription

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

3/575-587 GREAT WESTERN HWY, FAULCONBRIDGE  
2776

**Vendor:** Peter Vergotis and Angela Vergotis

**Property:** Apartment 3, 575-581 Great Western Highway, Faulconbridge NSW 2776

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## 1. Inconsistency

### 1.1 Special Conditions prevail

If there is any inconsistency in this Contract between the printed clauses and these Special Conditions, these Special Conditions prevail to the extent of that inconsistency.

### 1.2 Amendment of Contract

The printed clauses in this Contract are amended as follows:

- a) Printed clause 2.1 *Depositholder* will be the vendor's real estate agent noted on the front page of the contract.
- b) Printed clause 2.9 "If the deposit paid is less than 10% and the deposit is invested in an interest-bearing account, all net interest must be paid to the Vendor" is added to the end of the clause.
- c) Printed clause 6.2 is deleted;
- d) In printed clause 7, "before completion" is deleted and "not less than 7 days before the Completion Date" is substituted;
- e) Printed clause 7.1.1 is deleted;
- f) In printed clause 7.2.1, "10%" is deleted and "2.5%" is substituted";
- g) In printed clause 7.2.6, "and the amount held and all net interest must be paid to the Vendor" is added to the end of the clause;
- h) Printed Clause 12.1 is deleted;
- i) Printed Clause 14.4.2 is deleted;
- j) Printed Clause 14.8 is deleted;
- k) Schedule 3 Prescribed terms under Conveyancing Regulation 2022 have been amended to replace 14 days with 5 days in Point 3 both Subpoints 1 and 2;
- l) In printed clause 23.6.1, the words "even if it is payable by instalments" is deleted and "and is liable to pay instalments for the quarter in which settlement occurs. Any instalments payable after settlement is purchaser's liability irrespective of when they were levied" is substituted;
- m) Printed clause 23.13 is deleted - purchasers solicitor is to obtain the same;
- n) Printed clause 25.2 is deleted;
- o) Printed Clause 25.3 - "And no further updated Abstract of title will be provided" is added at the end of the clause;
- p) Printed Clause 25.6 is deleted; and
- q) In printed clause 31.2, "5 days is deleted" and "2 days is substituted".

## 2. Exclusion of Warranties and Condition of Property

### 2.1 Purchaser's warranties

The purchaser warrants that:

- a) It has inspected the property;
- b) Unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of:
  - I. the property;
  - II. the neighbourhood in which the property is located;
  - III. the state of repair of the Property and, if applicable, the improvements and the furnishings and chattels;
  - IV. the suitability of the Property and, if applicable, the improvements, furnishings and chattels of any use;
  - V. any rights and privileges relating to the Property and/or its improvements, furnishings and chattels; or any matter which has or may have an effect on the Property and/or its improvements, furnishings and chattels.

### **3. Condition of Property**

Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A (2) (b) of the Conveyancing Act 1919, and the Conveyancing (Sale of Land) Regulation 2000:

- a) The Property (and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the Property.
- b) The purchaser acknowledges and agrees that:
  - i. the vendor does not have a Building Information Certificate for the Property;
  - ii. the purchaser is not entitled to require the vendor to apply for or do anything to obtain a Building Information Certificate; nor comply with the local council's requirements for the issue of a Building Information Certificate. Completion of this contract is not conditional on the vendor or the purchaser obtaining a Building Information Certificate; and
  - iii. the purchaser is not entitled to make any requisition, objection or claim for compensation, delay completion, rescind or terminate this contract on account of any matter referred to in this clause.

For the purposes of this contract, Building Information Certificate means a certificate issued in accordance with sections 6.25 – 6.26 of the Environmental Planning and Assessment Act 1979 (NSW)

- c) No objection, requisition or claim for compensation may be made by the Purchaser on account of any of the following:
  - I. any matter disclosed in any survey report or plan annexed to this Contract (if any) in relation to the Property and the Vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or
  - II. any matter disclosed in any Building Certificate issues under the Local Government Act (1993) or the Environmental Planning and Assessment (1979) (as the case may be) annexed to this Contract (if any); or

- III. any encroachments by a dividing fence (as defined by the Dividing Fences Act, 1991) on the Property or any adjoining Property whether disclosed by survey or not.

#### 4. **Services**

##### 4.1 Services

The Purchaser must not make any objection, requisition or claim for compensation in respect of:

- a) The nature, location, availability or non-availability of any service to the Property;
- b) The Property being subject to any service or mains, pipes or connections for any service;
- c) The Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- d) Any defects in any service to the Property;
- e) Any underground or surface stormwater drain passing through or over the Property; or
- f) Any manhole or vent on the Property.

##### 4.2 Purchaser acknowledgements that they are purchasing the property:

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

#### 5. **Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion



**6. Completion and Notice to Complete**

## 6.1 Completion date

The completion date of this Contract is the number of days specified on the first page of this Contract from the date of this Contract (**Completion Date**).

## 6.2 Notice to Complete

If, for any reason other than default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 4:30pm on the Completion Date, the party not in default may serve on the party in default a Notice to Complete;

- a) requiring the other party to complete this Contract within 14 days after the date of service of the Notice to Complete; and
- b) making time of essence.

## 6.3 Terms of Notice to Complete

For the purposes of Clause 15 of this Contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.

## 6.4 Party serving Notice

The party serving a Notice to Complete may at any time or times:

- a) Withdraw the Notice to Complete by a further notice to the party in default; and
- b) At its option issue a further Notice to Complete.

## 6.5 Vendor

The Vendor:

- a) Is not obliged to remove any charge on the Property for any outgoings until completion;
- b) Will 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 outgoings; and
- c) May serve a Notice to Complete on the Purchaser notwithstanding that, at the time of such Notice is issued or any subsequent time, there is a charge on the Property for any outgoings.

## 6.6 Vendor's solicitor

It is an essential term of this contract that if the Vendor serves upon the Purchaser a Notice to Complete, the Purchaser shall pay to the Vendor on completion \$440.00

(Inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a Notice to Complete.

The vendor's conveyancer will charge \$350.00 for each cancellation of the settlement after settlement has been booked by email request or on PEXA and accepted as a result of purchaser/ purchaser's representatives' fault at the completion time and this amount will be adjusted in the settlement statement to be paid by the purchaser.

## **7. Party Dying or Liquidator being appointed etc**

### 7.1 Party dying

If either party (or if a party is more than one person, any one or more of the persons comprising that party) before completion:

- a) Dies; or
- b) Becomes a mentally ill person or a mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act 1990, or a protected person under the Protected Estates Act 1983

then the other party may rescind this Contract by notice to the first party. This Contract will be at an end on service of such a notice and the provision of printed clause 19 will apply to that rescission.

### 7.2 Rights and remedies not negated

The rights and remedies set out in this Special Condition do not negate, limit or restrict any other rights or remedies which would have been available to either party had this Special Condition not been included in this Contract.

## **8. Damages for failure to Complete**

### 8.1 Damages

In addition to the right of the Vendor to issue a Notice to Complete, if completion does not take place on or before the Completion Date due to the purchasers default, then the Vendor has the right (in addition to all other monies payable to the Vendor pursuant to this Contract) to require the Purchaser to pay damages on completion calculated on the balance of the purchase price at a rate of 8% per annum from and including the day of the Completion Date up to and including the date that Completion in fact occurs.

### 8.2 Assessment of Loss

The parties agree that the damages payable by the Purchaser pursuant to this Special Condition represent a fair and reasonable assessment of the loss occasioned to the Vendor due to the Purchaser's failure to complete within the specified time.

### 8.3 Vendor not liable

The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

## 9. FIRB Approval

### 9.1 Approval

If the Purchaser is required under the provisions of the Foreign Acquisitions and Takeover Act 1975(**the Act**) or comparable legislation to obtain the approval of the Treasurer (which term includes any other competent person) to the acquisition by the Purchaser of the Property on the terms and conditions of this Contract (**the Approval**) which expression includes any statement to the effect that there is no obligation on foreign investments grounds to the acquisition, the following provisions will apply:

- a) The purchaser must if the Purchaser has not already done so within 14 days after the date of this Contract make application (**the Application**) to the Treasurer for Approval, and must promptly provide to the Treasurer all such material and information as the Treasurer may require in connection with the Application and use its best endeavours to obtain the Approval as expeditiously as possible.
- b) The Purchaser must provide to the Vendor as soon as practicable after they have been provided to, or received from, the Treasurer (as the case may be) complete copies of the Application, all material provided to the Treasurer in connection with the Application and all correspondence and other communications between the Purchaser and the Treasurer in connection with the Application.
- c) The Purchaser must if requested by the Vendor provide to the Vendor such information and documents as the Vendor may reasonably require to establish that the Purchaser is in fact required under the Act or any comparable legislation to obtain the Approval.
- d) The purchaser must promptly notify the Vendor in writing of any refusal, or the Approval of the Application.
- e) If the Purchaser has not received notice in writing from the Treasurer of Approval of the Application, or the Application is not deemed to be approved by operation of law on or before the Completion Date, or the Application is deemed to have been rescinded, then provisions of printed clause 19 will apply.

## 10. Deposit

### 10.1 Deposit

Despite any other provisions of this Contract, the Purchaser acknowledges that the Deposit payable under this Contract by the Purchaser is 10% of the purchase price. If less than 10%

of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

- a) 10% of the purchase price; and
- b) the amount actually paid on the date of this Contract towards the deposit

shall be paid by the Purchaser to the Vendor on the earlier of:

- I. completion of this Contract;
- II. termination of this Contract due to the Purchaser's default; or
- III. at any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

10.2 Notwithstanding anything hereinbefore contained, the Vendor and the Purchaser agree that the deposit paid under this contract, or part of such deposit, is to be released for use by the Vendor to complete the current transaction to pay off their mortgage or for completing linked settlement, if required by transferring same in PEXA account at settlement whereby purchaser's solicitor are authorised to create a PEXA source account for such deposit payment.

10.3 Notwithstanding anything hereinbefore contained, the Vendor and the Purchaser agree that the deposit paid under this contract, or part of such deposit, is to be released for use by the Vendor as a deposit in the purchase of a real estate in Australia, or for the payment of stamp duty.

If released for the purpose of a deposit, the amount is to be placed with and held in trust by a Licensed Real Estate Agent, or the Vendor's solicitor appointed as a stakeholder in such purchase and shall not be released further without written consent of the Purchaser named in this contract. The parties further agree that demand in writing from the Vendor or the Vendor's conveyancer to the stakeholder and the purchaser's solicitor/Conveyancer will be enough for such release, the stakeholder in this contract shall release the deposit or part thereof to the Vendor for the aforesaid purposes by:

- a) Bank transfer in favour of the stakeholder named in the contract for the property being purchased by the Vendor; and/or;
- b) Bank Transfer/BPAY in favour of Revenue NSW.

Such request shall be accompanied by a copy of the front page of the Contract for the Vendor's purchase.

## **11. Deposit Bond**

11.1 BOND - The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

Subject to the following paragraphs the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

The purchaser must pay the amount stipulated in the bond to the vendor in cash or by Bank transfer on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**12. Service by EMAIL – WE DO NOT USE FAX**

Service of any notice or document under or relation to this Contract may be effected if it is transmitted by a Email to the Email appearing in any directory of email particulars or on any letterhead or other business form or document of or used by the Party to be served or that Party's solicitor.

Provided such email is sent before 5:00pm on any business day then service by email is deemed to have been received on the day of transmission. Otherwise service by email is deemed to have been received at 9:00am on the next business day following the day of transmission/transit.

Service by Email is not regarded as effective if the sender's machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 4 hours after the transmission or the email bounces back with no delivery notification.

**13. GST**

The price excludes GST. The vendor is liable to pay GST in respect of the supply of the property to the purchaser. On completion of this contract the purchaser must pay to the vendor, in addition to the price, the GST payable by the vendor so that after payment of the GST by the vendor the net amount retained by the vendor is the same as if the vendor was not liable to pay any GST in respect of that supply. The GST amount will be notified by the vendor to the purchaser before the date for payment of the price and must be paid by the purchaser to the vendor on completion of this contract.

On completion the vendor will give to the purchaser a tax invoice for the supply of the property by the vendor under this contract.

This clause is an essential term of this contract.

**14. Requisitions on title**

Requisition to be served under the contract is annexed to the contract with replies and the purchaser's solicitor will not reserve a right to raise any other requisitions beside the ones attached to the contract.

**15. Swimming Pool fencing**

If there is a swimming pool situated on the Property and the fencing around the pool (if any) does not comply with the requirements of the Local Council or any other competent authority, no objection, requisition or claim for compensation be made by the Purchaser in respect of such noncompliance or because of the failure or refusal of the Local Council to issue a building certificate or any other approval on account of such non-compliance.

**16. Extension to Cooling-off Period or Settlement date change**

If a cooling off period applies to this Agreement and the Purchaser requests an extension of the cooling off period the Purchaser must pay the Vendors' Solicitors/Conveyancer's Costs in the sum of \$120 (including GST) for each such request on completion. Should contract be rescinded this fee will become payable immediately by the purchaser to the vendor's Solicitor/Conveyancer on demand in writing or Notice to Rescind will be considered null and Void and contracts become binding. This is an essential term of the contract.

Further for any requests in settlement date, the Purchaser must pay the Vendors' Solicitors/Conveyancer's Costs in the sum of \$220 (including GST) for each such request on completion. This is an essential term of the contract.

Lastly, for any requests for early possession by the purchaser, the Purchaser must pay the Vendors' Solicitors/Conveyancer's Costs in the sum of \$220 (including GST) for such request on completion. This is an essential term of the contract.

**17. Adjustments**

The Purchaser must prepare and serve an accurate settlement adjustment sheet referencing each Adjustment required in accordance with this Agreement together with supporting certificates/searches for any Adjustments that are to be made. If there are adjustments to be made and no settlement adjustment sheet that complies with this clause is served by the day which is five (3) business days prior to the completion Date, the Purchaser will pay the Vendors' solicitors/Conveyancer Costs in the sum of \$110 (excluding GST) on the Completion Date.

**18. Land Tax**

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

**19. Strata property**

**19.1** The parties agree that:

- a) where any special or extraordinary levy was struck prior to the date of this Agreement and was struck for the purpose of repayment of expenditure incurred prior to this Agreement, then the payment of such levy is the sole responsibility of the Vendor.
- b) where any special or extraordinary levy was struck prior to the date of this Agreement and was struck for the purpose of future expenditure and is payable in part or in full after the date of this Agreement, then it is the sole responsibility of the:
  - o Vendor to pay that portion of the levy incurred prior to the date of this Agreement;
  - o Purchaser to pay that portion of the levy that will be incurred after the date of this Agreement

This clause will not merge on completion.

## **20. CORPORATE PURCHASER**

### **ANNEXURE A – DEED OF GUARANTEE – CORPORATE PURCHASER**

1. This Annexure applies if the Purchaser is a corporation but does not apply to a corporation listed on any Australian Stock Exchange.
2. Guarantor means at least one Director of the corporation that is a Purchaser or, if there is more than one Director, at least two Directors of the corporation that is a Purchaser.
3. It is an essential term of the Agreement that the Purchaser must procure the Guarantor execute this Annexure as a Deed.
4. The Guarantor guarantees to the Vendor:
  - (a) payment of all money payable by the Purchaser under the Agreement; and
  - (b) the performance of all of the Purchaser's other obligations under the Agreement.
5. The Guarantor jointly and severally:
  - (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under the Agreement or the Vendor's exercise or attempted exercise of rights under this Annexure; and
  - (b) must pay on demand any money due to the Vendor under this indemnity.
6. The Vendor may seek to recover any amounts payable under clause 5 of this Annexure before seeking to recover from the Purchaser.
7. The Guarantor's obligations under this Annexure are not released, discharged or otherwise affected by:
  - (a) the Purchaser or the Guarantor being Insolvent;
  - (b) the granting of any time, waiver, covenant not to sue or other indulgence; or
  - (c) an arrangement, settlement or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person.
8. If the Vendor assigns or transfers any benefit of the Agreement, the transferee or assignee receives the benefit of the Guarantors obligations under this Annexure.
9. This Annexure is binding on the Guarantor, their executors, administrators and assigns of the Guarantor.
10. This Annexure operates as a Deed between the Vendor and the Guarantor.

**EXECUTED AS A DEED**

**Signed Sealed and Delivered by the Guarantor  
in the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of witness (Print)

\_\_\_\_\_  
Name of Guarantor (Print)

Date:

Date:

**Signed Sealed and Delivered by the Guarantor  
in the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of witness (Print)

\_\_\_\_\_  
Name of Guarantor (Print)

Date:

Date:



## Conditions of Sale by Auction

### Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
  - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
  - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
  - (c) the highest bidder is the purchaser, subject to any reserve price,
  - (d) if there is a disputed bid—
    - (i) the auctioneer is the sole arbitrator, and
    - (ii) the auctioneer's decision is final,
  - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
  - (f) a bidder is taken to be bidding on the bidder's own behalf 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 must not be made or accepted after the fall of the hammer,
  - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
  - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
  - (b) subject to the condition prescribed by subsection (3)(a)—
    - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
    - (ii) no other vendor bid may be made by the auctioneer or another person,
  - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
  - (a) more than 1 vendor bid may be made to purchase the interest of a co-owner

- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
  - (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
  - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
- The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
- (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
  - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
  - (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### 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 (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
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 Property 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. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
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. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act 1993* (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 on the Property? 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 Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as

- referred to in Section 6.4 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).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common 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 or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (iv) any realignment or proposed realignment of any road adjoining them?
  - (v) 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 such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) 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.

#### **Applications, Orders etc**

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata Information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) Insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

46. 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**

47. 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.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. 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.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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.

#### **Off the plan contract**

54. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

**Vendor:** Peter Vergotis and Angela Vergotis

**Property:** Apartment 3, 575-581 Great Western Highway, Faulconbridge NSW 2776

**Our Ref:** 23/0446

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We refer to Requisitions on Title attached to the Contract and we are instructed to make the following replies:

1. Noted, subject to contract.
2. No.
3. (a – f) Not applicable.
4. No.
5. (a – b) The vendor relies on the contract.
6. Noted, subject to contract.
7. Noted subject to contract.
8. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
9. Due to security reasons with CAC Title, documents can no longer be inspected and details are available on PEXA platform.
10. Not so far as the vendor is aware.
11. Noted, subject to contract.
12. (a) 2023 (b) \$429,400.00.
13. Noted.
14. Vendor relies on contract; however, the purchaser must rely on their own enquiries.
15. The vendor relies on contract
16. See Below;
  - a. As far as the vendor is aware, the purchaser must rely on their own enquiries.
  - b. Not as far as the vendor is aware, the purchaser must rely on their own enquiries.
  - c. The vendor relies on the contract.
  - d. The vendor relies on the contract.
  - e. (i – iv) The vendor relies on the contract.
  - f. Not as far as the vendor is aware, the purchaser must rely on their own enquiries.
  - g. (i – ii) The vendor relies on the contract.
17. (a – g) The vendor does not know; purchaser should rely on their own enquiries.
18. (a – b) Not as far as the vendor is aware, the purchaser must rely on their own enquiries.
19. (a – f) The vendor does not know; purchaser should rely on their own enquiries.
20. (a – b) No.
21. (a – d) The vendor is not aware; the purchaser should make their own enquiries.
22. (a – b) Not applicable.
23. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
24. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
25. (a – d) Not so far as the vendor is aware, purchaser should rely on their own enquiries.
26. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
27. No.
28. (a-b) Not so far as the vendor is aware, purchaser should rely on their own enquiries.
29. Yes.
30. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
31. This is a matter for search.
32. Not so far as the vendor is aware, purchaser should rely on their own enquiries.

33. (a – c) The vendor relies on the contract; purchaser should rely on their own enquiries, however details for strata manager are STSM Strata Management- 314 High St, Penrith NSW 2750 – Luke Kelly.
34. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
35. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
36. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
37. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
38. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
39. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
40. Not so far as the vendor is aware, purchaser should rely on their own enquiries.
41. See Special Conditions regarding section 184.
42. (a – f) As far as the vendor is aware, purchaser should rely on their own enquiries.
43. The vendor does not know, purchaser should rely on their own enquiries.
44. The vendor does not know, purchaser should rely on their own enquiries.
45. As far as the vendor is aware, purchaser should rely on their own enquiries.
46. Not applicable.
47. Noted.
48. Noted.
49. Not applicable.
50. If applicable this will be provided in the Pexa platform workspace.
51. Noted subject to contract.
52. Noted.
53. Noted.
54. Not Applicable.





FOLIO: 3/SP68928

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/6/2023	4:45 PM	8	30/1/2023

LAND

-----

LOT 3 IN STRATA PLAN 68928  
AT FAULCONBRIDGE  
LOCAL GOVERNMENT AREA BLUE MOUNTAINS

FIRST SCHEDULE

-----

PETER VERGOTIS  
ANGELA VERGOTIS  
AS TENANTS IN COMMON IN EQUAL SHARES (TJ AS627153)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP68928  
2 AQ277380 MORTGAGE TO PEPPER FINANCE CORPORATION LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

Pending

PRINTED ON 22/6/2023



FOLIO: CP/SP68928

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/6/2023	4:45 PM	4	22/6/2017

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 68928  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FAULCONBRIDGE  
LOCAL GOVERNMENT AREA BLUE MOUNTAINS  
PARISH OF COOMASSIE COUNTY OF COOK  
TITLE DIAGRAM SP68928

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 68928  
ADDRESS FOR SERVICE OF DOCUMENTS:  
STANTON AND TAYLOR STRATA MANAGEMENT  
LEVEL 1, 314 HIGH STREET  
PENRITH NSW 2750

SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE INDUSTRIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME
- 3 DP269839 EASEMENT FOR PADMOUNT SUBSTATION 3.5 WIDE AFFECTING  
THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AC749293 CHANGE OF BY-LAWS
- 5 AC749294 CHANGE OF BY-LAWS
- 6 AE19721 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

-----

STRATA PLAN 68928

LOT	ENT	LOT	ENT	LOT	ENT
1	- 57	2	- 5	3	- 38

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

Pending

PRINTED ON 22/6/2023

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

**Lengths are in metres**

(Sheet 1 of 1 Sheets)

DP 269839

Plan of Easement for Padmount Substation within Lot 575 in D.P. 870472

**Full name & address of proprietor of the land**

Kenmick Fuel Pty Limited  
PO Box 269  
CROYDON PARK NSW 2133

**PART 1**

**1. Identity of Easement firstly referred to in abovementioned plan.**

Easement for Padmount Substation.

**Schedule of Authority affected**

**Lot Burdened**  
Lot 575 in D.P. 870472

**Authority Benefited**  
Integral Energy Australia

**PART 2**

**1. Terms of Easement firstly referred to in the abovementioned Plan.**

- (a) An Easement for Padmount Substation in the terms set out in Memorandum number 3021852 filed in the Land Titles Office.

**Name of Person or Authority empowered to vary, release or modify the Easement firstly referred to in the abovementioned Plan.**

Integral Energy Australia..

THE COMMON SEAL OF  
KENMICK FUEL PTY LIMITED  
WAS HEREUNTO AFFIXED BY THE  
AUTHORITY OF THE BOARD OF  
DIRECTORS IN THE PRESENCE OF:



SEAL

REGISTERED 8.3.1999

*[Signature]*  
\_\_\_\_\_  
DIRECTOR

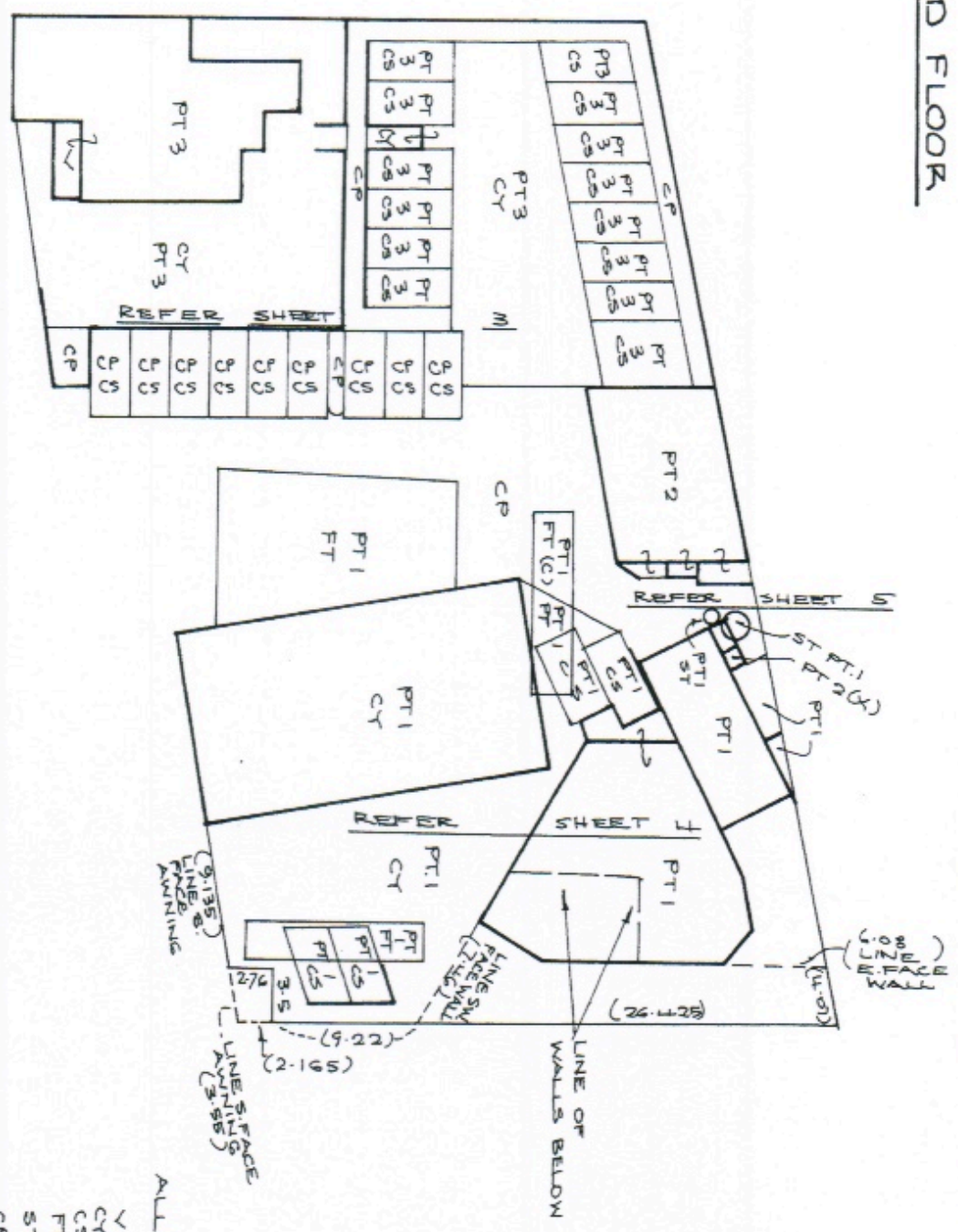
*[Signature]*  
\_\_\_\_\_  
SECRETARY

REF:21604 / 25.1.99

MORTGAGEE UNDER MORTGAGE No. 022251  
SIGNED AT SYDNEY THIS 17TH DAY OF FEBRUARY 1994 FOR NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 644 937 BY Rona Mary PERGISON ITS DULY APPOINTED ATTORNEY UNDER POWER OF ATTORNEY NO. 574 BOOK 3834  
*[Signature]*  
A MANAGER  
George St., Sydney  
WITNESS: *[Signature]*  
Kylie BARNETT  
Bank Officer

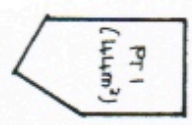


# GROUND FLOOR



## SP68928

SCHEDULE OF UNIT ENTITLEMENT	
UNIT ENTITLEMENT	
1	57
2	5
3	38
AGGREGATE = 100	



### BASEMENT

ALL AREAS ARE APPROXIMATE.

- V: DENOTES VERANDAH
- CY: DENOTES COURTYARD
- CS: DENOTES OPEN CARSPACE
- FT: DENOTES UNDERGROUND FUEL TANK.
- ST: DENOTES UNDERGROUND WATER STORAGE TANK
- CP: DENOTES COMMON PROPERTY.

THE WALLS, FLOORS, CEILINGS & STRUCTURAL CUBIC SPACE ON EACH LOT FORMS PART OF THAT LOT, WITH THE EXCEPTION OF THE PART LOT 2 LABELLED (X).

REFER TO SHEETS 3, 4 & 5 FOR DETAILS OF STRUCTURES.  
THE WALLS, FLOOR & CEILING OF THE PART LOT 2 LABELLED (X) ARE PART LOT 1. The cubic space is PT 2.  
Lengths are in metres



Reduction Ratio 1: 300

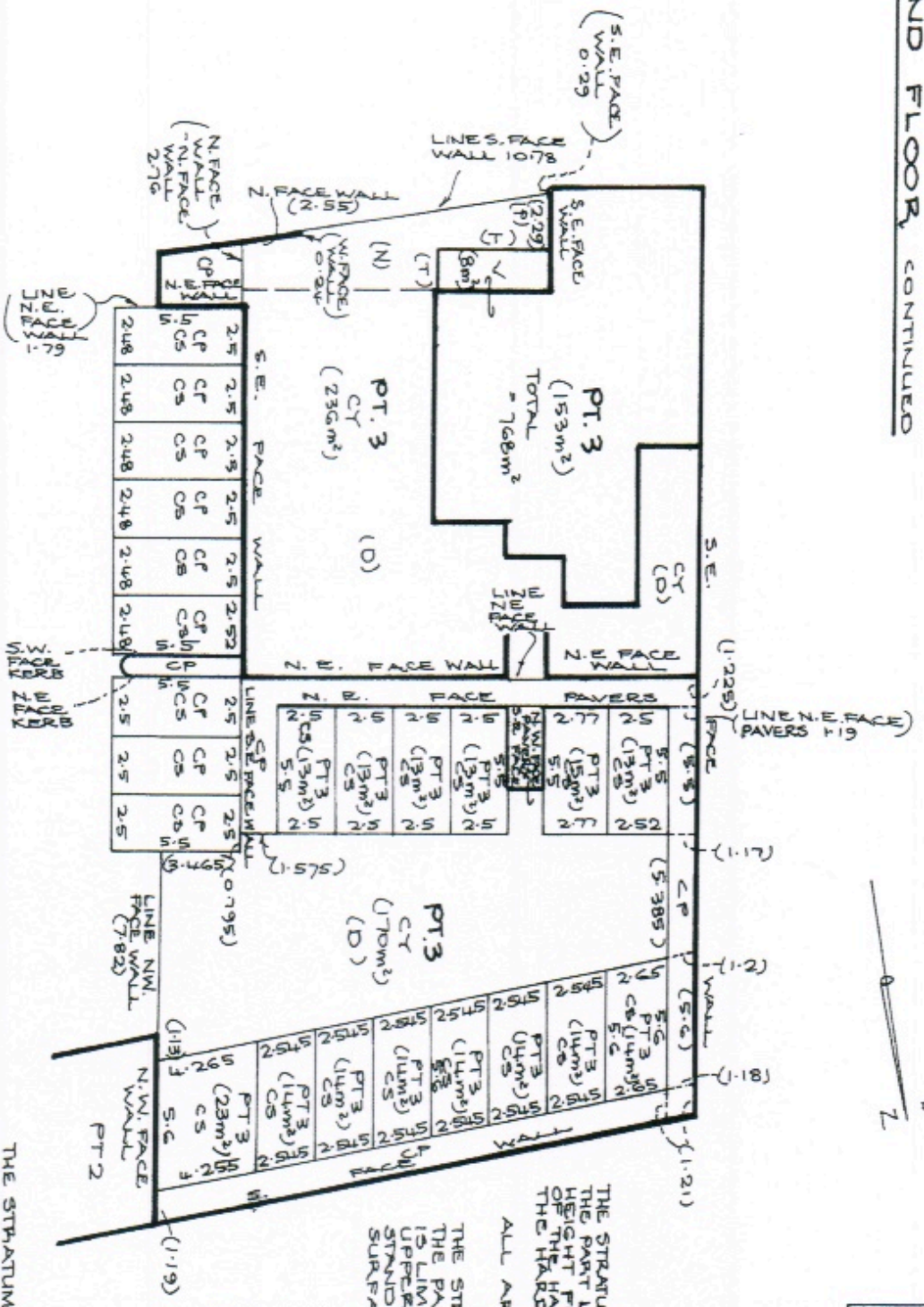
*J. Conway*  
Registered Surveyor

SURVEYOR'S REFERENCE: 11478 CHECKLIST

Authorised Person/Deputy Manager/Professional Officer

GROUND FLOOR CONTINUED

SP68928



THE STRATUM OF THE CARPAGES OF THE PART LABELED (N) IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO 2.5 ABOVE THE HARDSTAND OF EACH.

ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE COURTYARD OF THE PART LABELED (D) IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO 2.5 ABOVE THAT SURFACE.

- V: DENOTES VERANDAH
- CT: DENOTES COURTYARD
- CP: DENOTES COMMON PROPERTY.
- CS: DENOTES OPEN CARPAGES
- (T): DENOTES EDGE OF

THE STRATUM OF THE COURTYARD OF THE PART LABELED (N) IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND AT (P), OR ITS PROLONGATION, TO 2.5 ABOVE THAT SURFACE.

THE STRATUM OF THE VERANDAH OF THE PART OF LOT 3 IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE ROOF COVERING IT.

Reduction Ratio 1: 200

Lengths are in metres

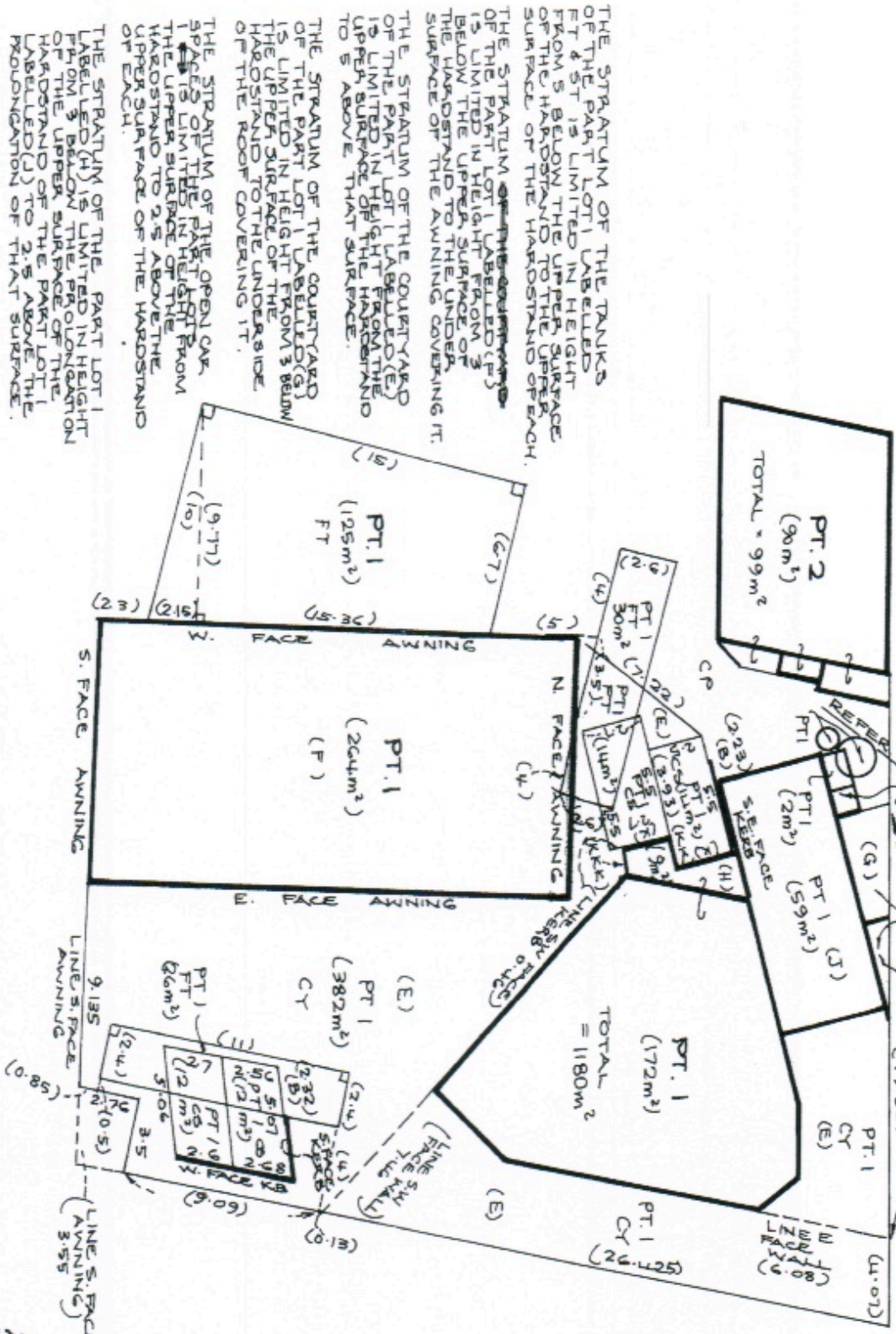
*J. Cowan*  
Registered Surveyor

*S. G. G. G.*  
Authorised Person



GROUND FLOOR CONTINUED  
& BELOW GROUND TANKS

SP68928



THE STRATUM OF THE TANKS OF THE PART LOT 1 LABELLED FT & ST IS LIMITED IN HEIGHT FROM 5 BELOW THE UPPER SURFACE OF THE HARDSTAND TO THE UPPER SURFACE OF THE HARDSTAND OF EACH.

THE STRATUM OF THE PARTS OF THE PART LOT 1 LABELLED (F) IS LIMITED IN HEIGHT FROM 2 BELOW THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE AWNING COVERING IT.

THE STRATUM OF THE COURTYARD OF THE PART LOT 1 LABELLED (E) IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO 5 ABOVE THAT SURFACE.

THE STRATUM OF THE COURTYARD OF THE PART LOT 1 LABELLED (G) IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE AWNING COVERING IT.

THE STRATUM OF THE OPEN CAR SPACE OF THE PART LOT 1 FROM THE UPPER SURFACE OF THE HARDSTAND TO 2.5 ABOVE THE UPPER SURFACE OF THE HARDSTAND OF EACH.

THE STRATUM OF THE PART LOT 1 LABELLED (H) IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND OF THE PART LOT 1 WITH THE PROLONGATION OF THAT SURFACE.

ALL AREAS ARE APPROXIMATE. THE WALLS, FLOORS, CEILING AND THE STRUCTURAL CUBIC SPACE ON EACH LOT FORMS PART OF THAT LOT WITH THE EXCEPTION OF THE PART LOT 2 LABELLED (X).

THE WALLS, FLOOR & CEILING OF THE PART LOT 2 LABELLED (X) ARE PART OF LOT 1 - THE CUBIC SPACE IS PART OF LOT 2.

(K): DENOTES S.W. FACE KERB  
 (KK): DENOTES N.W. FACE KERB.  
 (A): EASEMENT FOR PADMOUNT SUBSTATION 3-5 WIDE (D.P. 269839)  
 (B): LINE 2. FACE CONCRETE KERB  
 (C): DENOTES OPEN SPACE  
 (CY): DENOTES COURTYARD  
 (FT): DENOTES UNDERGROUND FUEL TANKS.  
 (KKK): DENOTES S.E. FACE KERB.

ALL TANKS, PIPES AND DUCTS ARE PART OF LOT 1 WITH THE EXCEPTION OF AREA IDENTIFIED BY 'OSP'.

Reduction Ratio 1: 200

Lengths are in metres

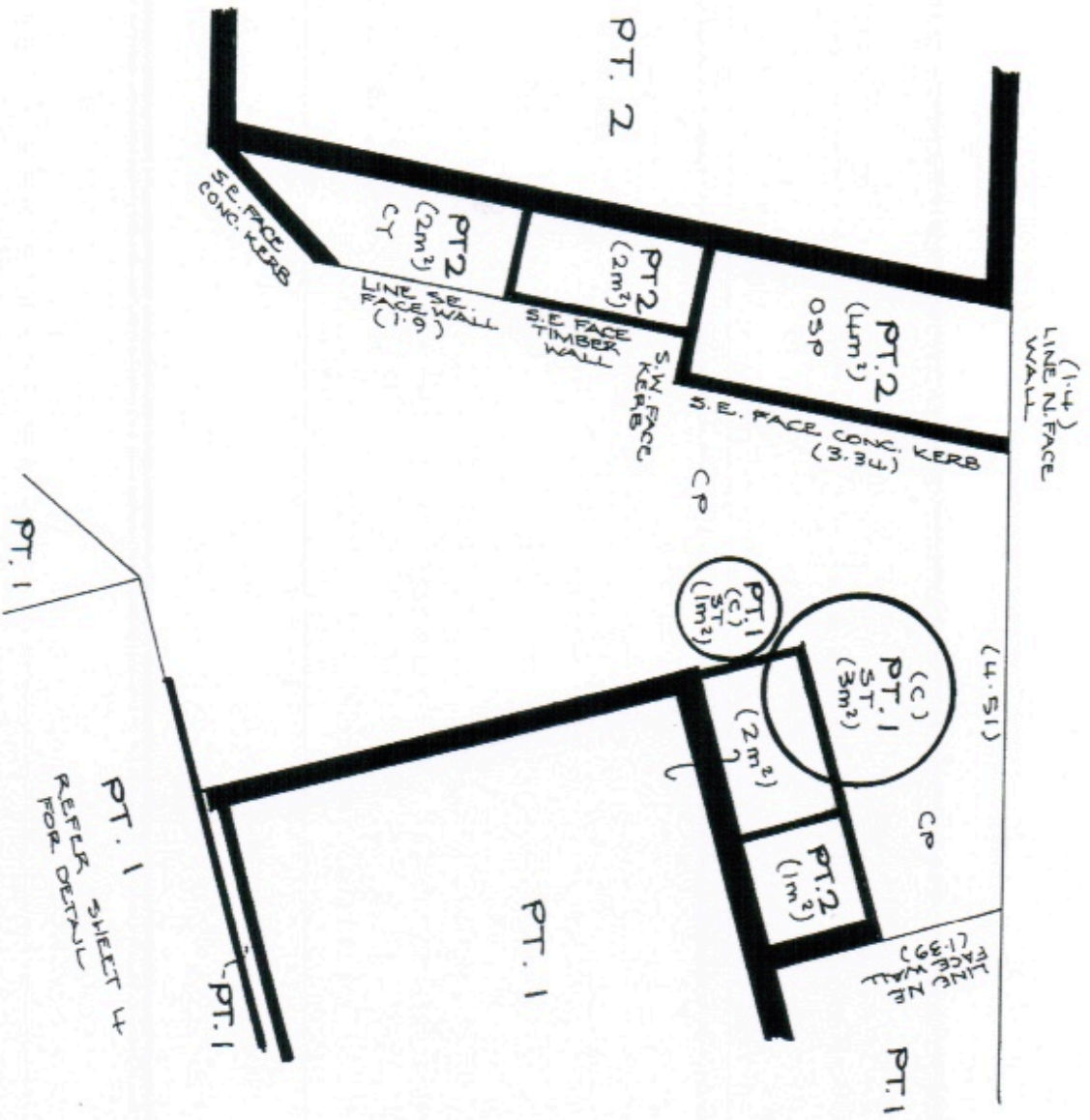
S. Conway  
Registered Surveyor

Subdivision Certificate no. 4985  
Authorised Person Registered Mapping & Cadastral Services



SURVEYORS REFERENCE: 11478 CHECKLIST

**GROUND FLOOR CONTINUED**  
**4 UNDERGROUND TANKS**



SP68928

ST : DENOTES UNDERGROUND WATER TANKS  
 OSP : DENOTES UNDERGROUND RESERVOIR & PUMP  
 CY : DENOTES COURTYARD  
 CP : DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE.  
 THE STRATUM OF THE OSP OF PART LOT 2 IS LIMITED IN HEIGHT FROM 3 BELOW THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER-SURFACE OF THE ROOF COVERING IT.  
 THE STRATUM OF THE COURTYARD OF THE PART LOT 2 IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER-SURFACE OF THE ROOF COVERING IT.  
 THE STRATUM OF THE TANKS OF THE PART LOT 1 LABELLED 'ST.1' IS LIMITED IN HEIGHT FROM 5 BELOW THE UPPER SURFACE OF THE HARDSTAND TO THE UPPER SURFACE OF THE HARDSTAND OF EACH.  
 ALL TANKS, PIPES AND DUCTS ARE PART OF LOT 1 WITH THE EXCEPTION OF THE AREA IDENTIFIED BY 'OSP'.

Reduction Ratio 1: 50

Lengths are in metres



*Lawson*  
Registered Surveyor

*David Lawson*  
Subdivision Certificate No 49155  
Authorised Person/General Manager/Registered Geomatics

SURVEYOR'S REFERENCE: 11478 CHECKLIST

PT. 1  
REFER SHEET 4  
FOR DETAIL





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

**Lengths are in metres**

(Sheet 1 of 1 Sheets)

DP 269839

Plan of Easement for Padmount  
Substation within Lot 575 in  
D.P. 870472

**Full name & address of  
proprietor of the land**

Kenmick Fuel Pty Limited  
PO Box 269  
CROYDON PARK NSW 2133

**PART 1**

**1. Identity of Easement firstly  
referred to in abovementioned plan.**

Easement for Padmount Substation.

**Schedule of Authority affected**

**Lot Burdened**  
Lot 575 in D.P. 870472

**Authority Benefited**  
Integral Energy Australia

**PART 2**

**1. Terms of Easement firstly referred to in the abovementioned Plan.**

- (a) An Easement for Padmount Substation in the terms set out in Memorandum number 3021852 filed in the Land Titles Office.

**Name of Person or Authority empowered to vary, release or modify the Easement firstly  
referred to in the abovementioned Plan.**

Integral Energy Australia..

THE COMMON SEAL OF  
KENMICK FUEL PTY LIMITED  
WAS HEREUNTO AFFIXED BY THE  
AUTHORITY OF THE BOARD OF  
DIRECTORS IN THE PRESENCE OF:



SEAL

REGISTERED  
JML 8.3.1999

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
SECRETARY

REF:21604 / 29.1.99

MORTGAGEE UNDER MORTGAGE No. 622751  
SIGNED AT SYDNEY THIS 17TH DAY OF  
FEBRUARY 1994 FOR NATIONAL  
AUSTRALIA BANK LIMITED A.C.N. 004 044 937  
BY Fiona Mary FERGUSON ITS DULY APPOINTED  
ATTORNEY UNDER POWER OF ATTORNEY

BOOK 3834  
  
\_\_\_\_\_  
A MANAGER  
George St, Sydney  
WITNESS: Kylie BARNETT  
Bank Officer

Form: 15CB  
Release: 1  
www.lpi.nsw.gov.au

# CHANGE OF BY-LAWS



## AC749293B

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

**PRIVACY NOTE:** this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP68928	
(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone Valtes ~ Assu- Ps Bu ~ 642 Reference (optional): <u>Stratville 1481</u>
		CODE <b>CB</b>

- (C) The Owners-Strata Plan No 68928 certify that pursuant to a resolution passed on 16th October, 2006 and in accordance with the provisions of
- (D) section 52(1) of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE  
 Added by-law No 20 15  
 Amended by-law No NOT APPLICABLE  
 as fully set out below.  
 See Annexure A

- (F) The common seal of the Owners-Strata Plan No 68928 was affixed on Wednesday 15 November in the presence of Luke Kelly
- Signature(s): [Signature]
- Name(s): Luke Kelly  
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996
- I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.
- Signature of authorised officer: \_\_\_\_\_
- Name and position of authorised officer: \_\_\_\_\_

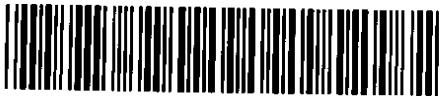
All handwriting must be in block capitals.

Michael Bow      [Signature]      [Signature]

Form: 15CB  
Licence: 01-05-086  
Licensee: Valtas & Associates

### CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 199  
Real Property Act 1900



# AC749294Y

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

(A) TORRENS TITLE	For the common property CP/SP68928	
(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone LLPN: Valtas & Associates PO Box 642, Hurstville 1481 Tel: 02 98339222
		Reference (optional): SV:SV:465
		CODE <b>CB</b>

(C) The Owners-Strata Plan No 68928 certify that pursuant to a resolution passed on 16<sup>th</sup> October,2006 and in accordance with the provisions of

(D) section section 52 (1) of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

*[Signature]* Repealed by-law No Not applicable  
 Added by-law No *2A 16*  
 Amended by-law No Not applicable  
 as fully set out below.

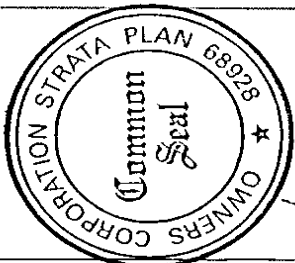
The Owner or Lessee(and any assignee,sublessee or licensee from the Lessee)for the time being of Lot 2 is or are entitled to exclusive use and enjoyment of that part of the common property being carspaces 18 to 26 as shown hatched on the plan annexed hereto and marked "A" and hereafter described as(the Car Parking Exclusive Use Area)upon the following conditions:

- (a)the Owner or the Lessee(and any assignee,sublessee or licensee from the Lessee)for the time being of Lot 2 must maintain at its own expense such insurance as the Owners Corporation considers adequate and reasonable in respect of the Car Parking Exclusive Use Area;
- (b)the Owner or the Lessee(and any assignee,sublessee or licensee from the Lessee)for the time being from the Owner of Lot 2 must maintain the Car Parking Exclusive Use Area in a good and reasonable state of appearance and repair;
- (c) the Owner or the Lessee(and any assignee,sublessee or licensee from the Lessee)for the time being from the Owner of Lot 2 must ensure that the use of the Car Parking Exclusive Use Area does not interfere with the peaceful enjoyment and amenity of the owner or occupier of any other lot.

(F) The common seal of the Owners-Strata Plan No 68928 was affixed on *Thursday 16 November* in the presence of—  
 Signature(s): *[Signature]*  
 Name(s): *Luke W. Kelly*  
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



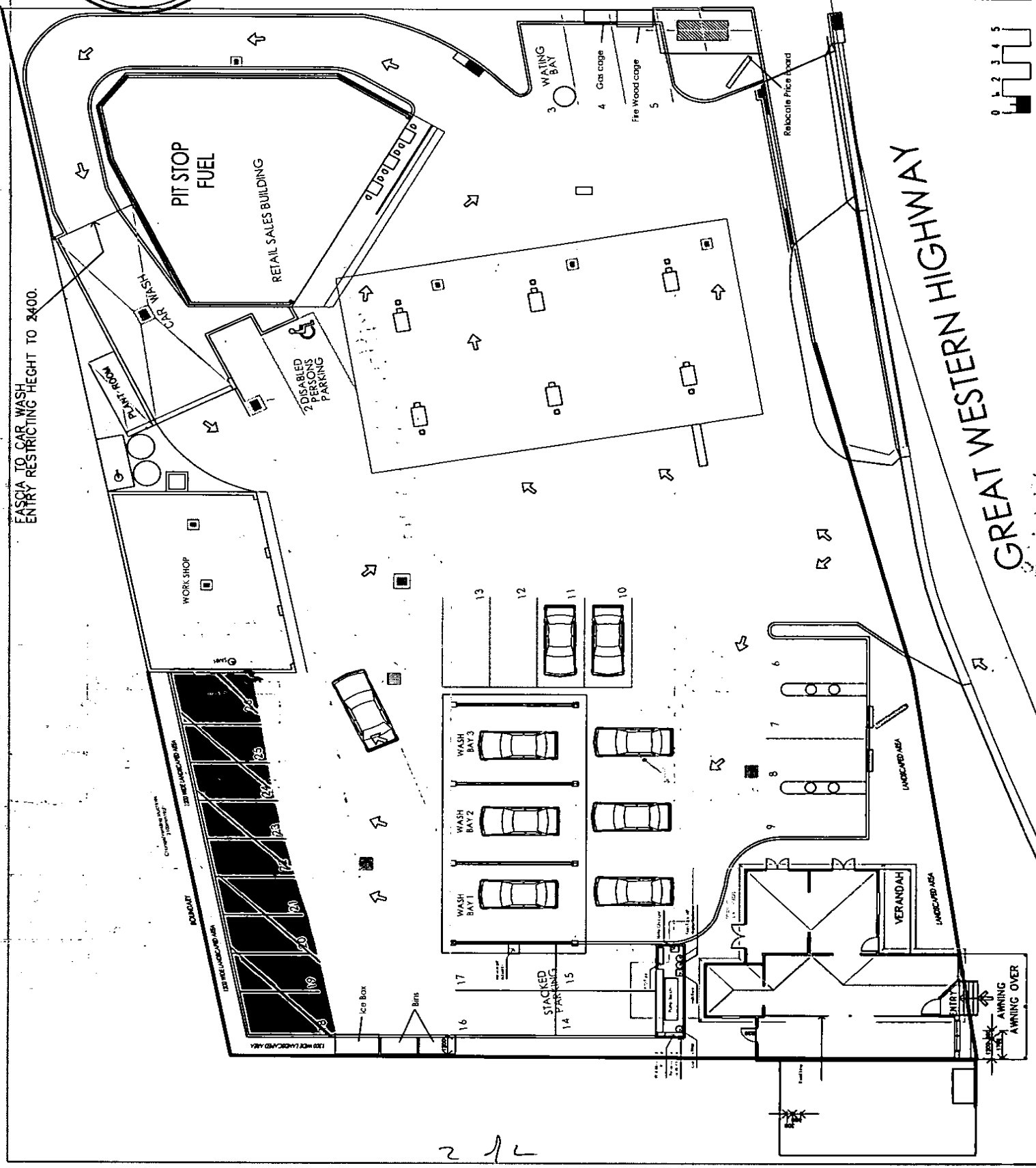
(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996  
 I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.  
 Signature of authorised officer:  
 Name and position of authorised officer:



*Handwritten signature*

PROPOSED SITE LAYOUT	
PROJECT	PROPOSED CARWASH 575 GT WESTERN HWY FAULCONBRIDGE NSW 2776
CLIENT	KENMICK FUEL
DESIGNER	BUILDWEST CONSTRUCTION
DATE	11/20/06
SCALE	AS SHOWN
PROJECT NO.	AW002
DRAWN BY	AW002
CHECKED BY	AW002
DATE	11/20/06

BuildWest Construction Pty Ltd  
12/12/06  
PO BOX 123, FAULCONBRIDGE NSW 2776  
Tel: 02 2777 0000 Fax: 02 2777 0000



2/2

Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

# CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 1  
Real Property Act 1900



## AE19721E

**PRIVACY NOTE: this information is legally required and will become part of the public record**

(A) **TORRENS TITLE**

For the common property	
CP/SP 68928	

(B) **LODGED BY**

Delivery Box <u>W</u>	Name, Address or DX and Telephone STANTON & TAYLOR FIRST NATIONAL DX 8056 PENRITH (02) 47312899 Reference (optional): LUKE KELLY	CODE <b>CB</b>
--------------------------	----------------------------------------------------------------------------------------------------------------------------------------------	-------------------

(C) The Owners-Strata Plan No 68928 certify that pursuant to a resolution passed on 01 April 2008 and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No 16 (AC749294Y)  
Added by-law No \_\_\_\_\_  
Amended by-law No \_\_\_\_\_  
as fully set out below.

(F) The common seal of the Owners-Strata Plan No 68928 was affixed on 13 June 2008 in the presence of—

Signature(s):

Name(s): LUKE KELLY - STRATA MANAGER

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

*N.M. Pega*



Certificate No. 23/94599

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

(02) 4780 5000

## PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979, AS AMENDED

**Your Ref:** 23/0446:28646

**LAND DESCRIPTION:** S 3 SP 68928  
Unit 3/575-581 Great Western Highway, FAULCONBRIDGE NSW 2776

### INFORMATION PURSUANT TO SECTION 10.7 (2) OF THE ACT

---

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

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

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

**State Environmental Planning Policy Amending LEP 2015 Employment  
Zones – Amendment 18 to LEP 2015, Published 16/12/2022 and  
commenced 26/4/2023**

**Blue Mountains Local Environmental Plan LEP 2015 – Amendment 11  
Published 19/3/2021**

**Blue Mountains Local Environmental Plan 2015 – Amendment 4  
Published 3/11/17**

**State Environmental Planning Policy No 65—Design Quality of  
Residential Apartment Development,**

**State Environmental Planning Policy (Building Sustainability Index:  
BASIX) 2004.**

**(Note this State Environmental Planning Policy will be repealed on 1 October 2023 when State Environmental Planning Policy (Sustainable Buildings) 2022 commences)**

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

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

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

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

- Chapter 2 - Primary production and rural development

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

- Chapter 2 - Mining, petroleum production and extractive industries

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

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

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

- Chapter 3 - Advertising and signage

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

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

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

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

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

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

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

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

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

**(Note this State Environmental Planning Policy was Published on 29 August 2022 however does not commence until 1 October 2023 and will repeal State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004)**

**State Environmental Planning Policy Amendment (Land Use Zones) 2022**

**(Note this State Environmental Planning Policy was Published on 16 December 2022 however does not commence until 26 April 2023)**

**Blue Mountains Development Control Plan 2015.**



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

**Amendment to State Environmental Planning Policy (Housing) 2021 - Proposed amendments to the in-fill affordable housing, group homes, supportive accommodation and social housing provisions. (Exhibited 22/11/2022 to 13/01/2023)**

**Amendment to State Environmental Planning Policy (Infrastructure) 2007 – Changes to landscape rehydration infrastructure planning rules (Exhibited 20/12/2021 to 28/02/2022)**

**Amendment to State Environmental Planning Policy (Infrastructure) 2007 – Health Services Facilities (Exhibited 20/11/2020 to 17/12/2020)**

**Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Limited Local Character Area exclusion from the Low Rise Housing Diversity Code (Exhibited 12/11/2020 to 29/1/2021)**

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

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

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

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

**LEP 2015**

**(Amendment 18 –  
SEPP Amendment to  
LEP 2015)**

**LEP 2015**

- **E1 – Local Centre**

- the following environmental planning instrument and general provision apply:

**LEP 2015  
(Amendment 18 –  
SEPP Amendment to  
LEP 2015)**

- **Precincts: E1–FB02 (see Part 7) which incorporates Design Excellence (Clause 6.19)**

**LEP 2015**

- **Floor Space Ratio – 0.5:1 (Clause 4.4)**
- **Shops and Specialised retail premises in Zones E1 and E2 (Clause 6.26)**
- **Drive-through Food and Drink Premises (Clause 6.27)**
- **Maximum Height of Buildings 8 metres (Clause 4.3)**
- **Active Street Frontage (Clause 6.20)**
- **Adjoins a SP2 – Special Purpose (Classified Road)**

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

**N/A**

**Note:**

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

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

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

Should the property identified in this certificate be subject to one or more zones and or provisions under the relevant Local Environmental Plan, you should initially ascertain the location and extent of the relevant zone and or provisions either by visiting Council's website or by viewing the relevant zoning maps at Council's Business & Information Centres at Katoomba or Springwood.

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

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

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

**Environmental protection works; Home businesses; Home occupations**

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

**Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Dual occupancies; Dwelling houses; Entertainment facilities; Exhibition homes; Flood mitigation works; Function centres; Group homes; Home industries; Home-based child care; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Secondary dwellings; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals**

- (iii) is prohibited,

**Any development not specified in item 2 or 3**

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

**There are not additional permitted uses applying to the land.**

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

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

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

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

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

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

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

**An item of environmental heritage is situated on the land.**

**Heritage Item FB023 – Former Faulconbridge General Store and Post Office.**

### 3 Contributions plans

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

#### **Blue Mountains City-wide Local Infrastructure Contributions Plan**

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

**The land is not in a special contributions area under the Act, Division 7.1.**

### 4 Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

#### **Housing Code**

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

#### **Rural Housing Code**

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

#### **Agritourism and Farm Stay Accommodation Code**

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

#### **Low Rise Housing Diversity Code**

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

### **Housing Alterations Code**

***Subdivision 1 – Internal alterations***

***Subdivision 2 – External alterations to dwelling houses***

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

***Subdivision 3 – Attic Conversions***

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

The land is affected by specific land exemptions:

- land is **wholly** identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

### **General Development Code**

***Subdivision 1 – Bed and breakfast accommodation***

***Subdivision 2 – Home businesses***

***Subdivision 3 – Tents, marquees or booths for community events***

***Subdivision 4 – Stages or platforms for community events***

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

The land is affected by specific land exemptions:

- land is **wholly** identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

***Subdivision 6 – Waterways structures***

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

### **Industrial and Business Alterations Code**

***Subdivision 1 – Building alterations (internal)***

***Subdivision 4 – Mechanical ventilation systems***

***Subdivision 5 – Shop fronts and awnings***

***Subdivision 6 – Skylights and roof windows***

***Subdivision 7 – Projecting wall signs***

***Subdivision 8 – Freestanding pylon and directory board signs***

***Subdivision 9 – Ancillary development***

***Subdivision 10 – Earthworks, retaining walls and structural support***

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

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

***Subdivision 12 – Fences***

Complying development under this Code for the land use zone applying to the land, **may not** apply to the part of the land that has the land exemption,

listed below including the extent, however, if only one land exemption covers the whole land then complying development may not apply for that reason.

The land is affected by specific land exemptions:

- land is wholly identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

#### Industrial and Business Buildings Code

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

The land is affected by specific land exemptions:

- land is wholly identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

#### Container Recycling Facilities Code

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

The land is affected by specific land exemptions:

- land is wholly identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

#### Subdivision Code

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

The land is affected by specific land exemptions:

- land is wholly identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

#### Demolition Code

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

The land is affected by specific land exemptions:

- land is wholly identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

### **Fire Safety Code**

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

The land is affected by specific land exemptions:

- land is wholly identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, cl 1.17A(d)(iii)

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

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

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

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

## **5 Exempt development**

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

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

### General Exempt Development Code

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

### Advertising and Signage Exempt Development Code,

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

### Temporary Uses and Structures Exempt Development Code.

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

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

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

## 6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

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

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

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

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

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

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



(2) In this section—

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

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

## 7 Land reserved for acquisition

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

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

## 8 Road widening and road realignment

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

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

## 9 Flood related development controls

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

**The Council does not know.**

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

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

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

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

**The Council does not know.**

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

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

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

- (3) In this section—

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

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

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

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

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

- |                         |           |
|-------------------------|-----------|
| (i) land slip           | <b>NO</b> |
| (ii) bush fire          | <b>NO</b> |
| (iii) tidal inundation  | <b>NO</b> |
| (iv) subsidence         | <b>NO</b> |
| (v) acid sulphate soils | <b>NO</b> |

(vi) contamination **YES\***

\* 'Council has adopted by resolution a policy on contaminated land and potentially contaminated land, which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.'  
**(Note: This is a statement of Council's policy only and is not a statement of whether or not the land is contaminated or potentially contaminated. Additional information may be available from Council by obtaining a Section 10.7(5) Planning Certificate.)**

(vii) aircraft noise **NO**

(viii) salinity **NO**

(ix) coastal hazards **NO**

(x) sea level rise **NO**

or another risk, other than flooding—

(xi) unhealthy building land **NO**

(2) In this section—

**adopted policy** means a policy adopted—

(a) by the council, or

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

## 11 Bush fire prone land

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

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

### **The land is partly bush fire prone land.**

**Note:** The Council has determined whether the land is bush fire prone land on the basis of the map certified by the Commissioner of the NSW Rural Fire Service on 20 May 2009 for the purpose of s.10.3(2) of *Environmental Planning & Assessment Act 1979*. The map used for this determination was received by Council from the NSW Rural Fire Service on 15 June 2009.

**12 Loose-fill asbestos insulation**

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

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

**13 Mine subsidence**

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

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

**14 Paper subdivision information**

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

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

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

**There are no subdivision orders applying to the land.**

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

**15 Property vegetation plans**

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

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

## 16 Biodiversity stewardship sites

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

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

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

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

**Address:** PO Box A290, Sydney South NSW 1232

**Telephone:** 131 555

**Fax:** (02) 9995 6795

**Email:** [biobanking@environment.nsw.gov.au](mailto:biobanking@environment.nsw.gov.au)

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

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

## 17 Biodiversity certified land

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

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

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

## 18 Orders under Trees (Disputes Between Neighbours) Act 2006

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

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

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

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

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

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

**There are no annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act) given written consent by the owner or previous owners.**

## 20 Western Sydney Aerotropolis

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

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

**N/A**

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

**N/A**

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

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

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

**N/A**

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

**N/A**

## 21 Development consent conditions for seniors housing

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

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

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

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
- (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.

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

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

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

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

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

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

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

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

**N/A**

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

**N/A**

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

**N/A**

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

**N/A**

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

**N/A**

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

ROSEMARY DILLON,  
Chief Executive Officer

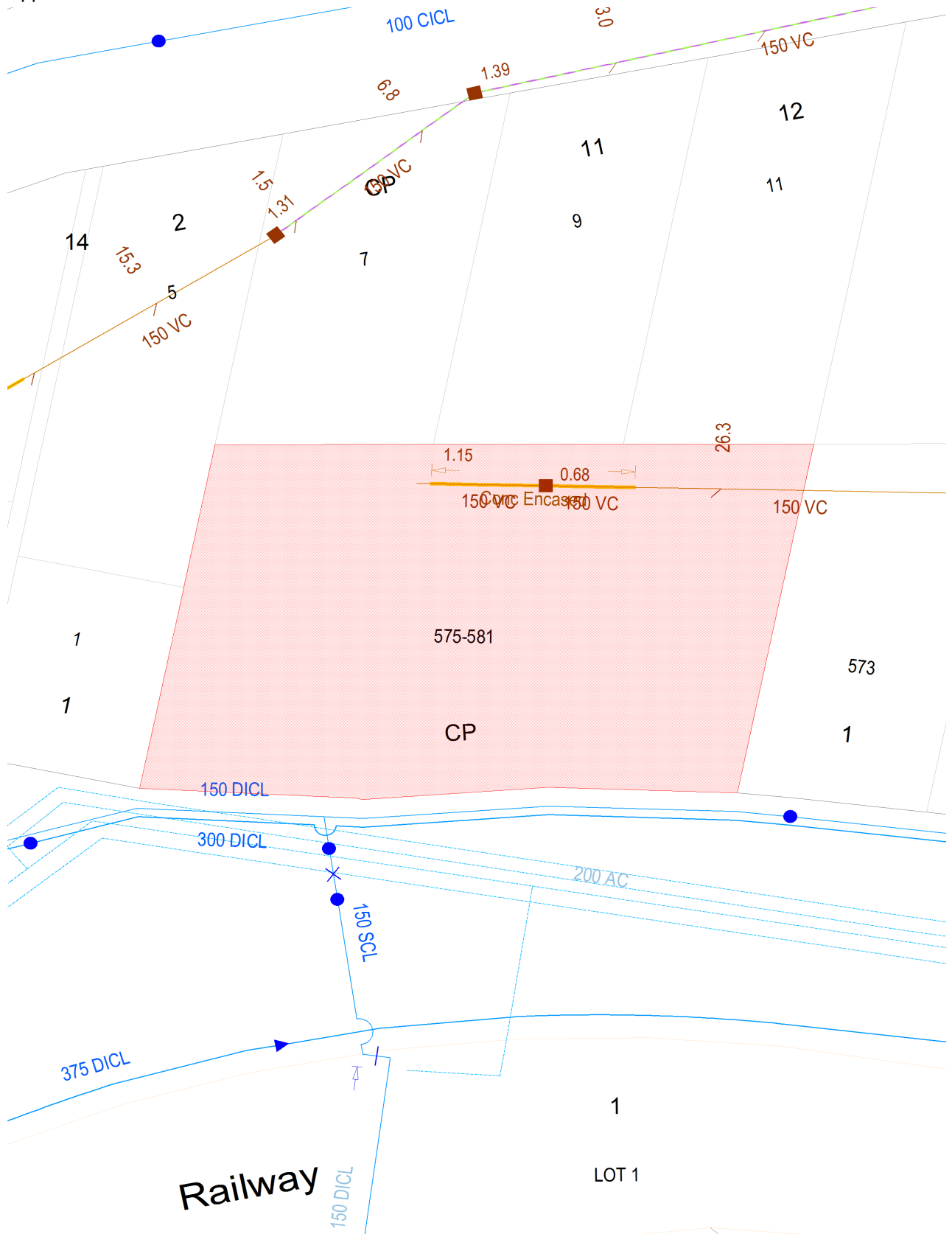
Per:

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

Date **23/6/2023**



**Service Location Print**  
Application Number: 8002572725



Document generated at 22-06-2023 05:10:44 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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# Sewer Service Diagram

Application Number: 8002572733

## **BLUE MOUNTAINS CITY COUNCIL**

938937

### PLAN OF SANITARY DRAINAGE 938937 06119

LOCALITY *GT. WEST. H'WAY. FALLCONBRIDGE*

Detail Plan No..... *F.3.*  
 Drainage Plan No. . . . . *524/307*  
 Plan Fee. . . . .  
 Receipt No. . . . .  
 Certificate Fee, 2/6 each Trade

LOT..... *6*..... SECTION..... *5*..... D.P. *85.26*..

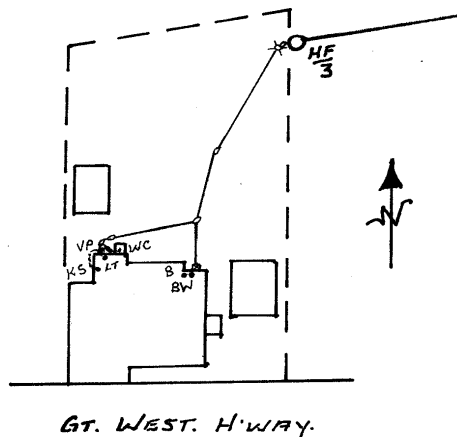
**THIS DIAGRAM IS THE PROPERTY OF THE PROPRIETOR AND IS TO BE RETURNED TO HIM ON COMPLETION OF THE WORK.**

All plumbing and drainage work must be done by licensed workmen only, and executed to the satisfaction of the Council's Water and Sewerage Department.

#### SYMBOLS AND ABBREVIATIONS

□ Boundary Trap or Connection	■ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
■ Pit	⊖ Cleaning Eye	M.F. Mica Flap	Shr. Shower
▢ G.I. Grease Interceptor	○ VERT. Vertical Pipe	T. Tubs	w.i.p. Wrought Iron Pipe
⊕ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	c.i.p. Cast Iron Pipe
⊕ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	w.c. Water Closet	F.W. Floor Waste
⊕ R.S. Reflux Sink	D.C.C. Down Cast Cowl	B.W. Bath Waste	w.m. Washing Machine

Red Lines-Sewers Green Lines-House Drains Dotted lines-Waste Line Black Lines-Exist. Drainage  
 Junction about . . . *2:0* . . . feet from downstream Manhole No. *HF/3* . . . . . Approx. Depth . . . *3:9 FT.* . . .  
 Scale  $\frac{1}{30}$  feet to 1 inch



**NOTE** - Before final payment is made to Contractor, OWNERS are advised to obtain Council's Certificate that the work herein set out is satisfactorily completed. CONTRACTORS are to understand that under Ordinance 46 they are responsible to maintain any defect in material or workmanship for a period of 12 months after completion of work.

Date of Issue

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**Disclaimer**

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

## SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF Blue Mountains  
 SUBURB OF Falconbridge

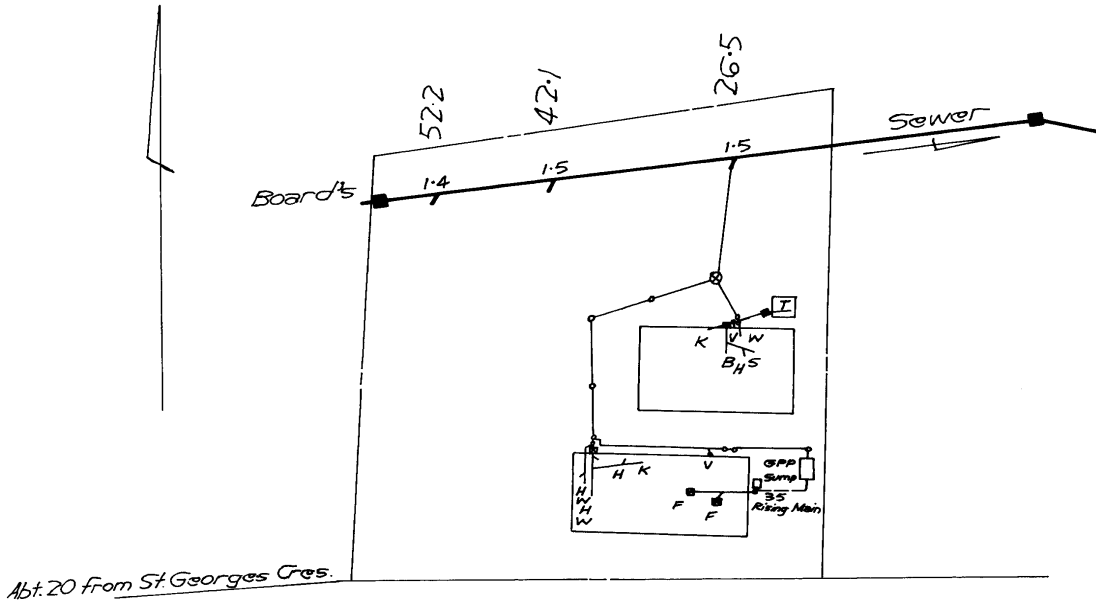
Copy of Diagram No. 038936  
06118

SYMBOLS AND ABBREVIATIONS			
<ul style="list-style-type: none"> <li><input type="checkbox"/> Manhole</li> <li><input type="checkbox"/> Chr. Chamber</li> <li><input type="checkbox"/> L.H. Lamphole</li> <li><input type="checkbox"/> Boundary Trap</li> <li><input type="checkbox"/> Inspection Shaft</li> <li><input type="checkbox"/> Pit</li> <li><input type="checkbox"/> Grease Interceptor</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Gully</li> <li><input checked="" type="checkbox"/> P Trap</li> <li><input checked="" type="checkbox"/> R Reflux Valve</li> <li><input type="checkbox"/> Cleaning Eye</li> <li><input type="checkbox"/> Vert Vertical Pipe</li> <li><input type="checkbox"/> V Vent Pipe</li> <li><input type="checkbox"/> SV Soil Vent Pipe</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> OWS Waste Stack</li> <li><input type="checkbox"/> IP Induct Pipe</li> <li><input type="checkbox"/> MF Mica Flap</li> <li><input type="checkbox"/> T Tubs</li> <li><input type="checkbox"/> K Kitchen Sink</li> <li><input type="checkbox"/> W Water Closet</li> <li><input type="checkbox"/> B Bath Waste</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> H Handbasin</li> <li><input type="checkbox"/> S Shower</li> <li><input type="checkbox"/> Jn. Junction</li> <li><input type="checkbox"/> DW. Dishwasher</li> <li><input type="checkbox"/> F Floor Waste</li> <li><input type="checkbox"/> M Washing Machine</li> <li><input type="checkbox"/> BS Bar Sink</li> </ul>

### SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).  
 The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act).  
 Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



GREAT WESTERN HIGHWAY

	<b>DRAINAGE</b>	Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	<b>PLUMBING</b>
	Supervised by .....	Date of Issue .....	Supervised by .....
	W.s ..... Inspector .....	Outfall .....	Inspector .....
	Ur.s ..... Field Diagram Examined by .....	Drainer .....	
SHEET No. <u>63-021</u>	Chief Inspector .....	Plumber .....	
Tracing Checked by .....	Boundary Trap <input checked="" type="checkbox"/> is not required		for House Services Engineer

Connection Date: .....

F 77

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