southlands
estate agents

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CONTRACT FOR SALE

18 Gamenya Avenue, South Penrith



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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents Shop 9/2 Birmingham Road SOUTH PENRITH NSW 2750	Phone: 02 4721 1111 Fax: Email:
co-agent		
vendor		
vendor's solicitor	Gosal Conveyancing 13 Willunga Pl WEST PENNANT HILLS NSW 2125	Phone: 0412 317 957 Fax: Email: gosalconveyancing@hotmail.com Ref:
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	18 Gamenya Ave SOUTH PENRITH NSW 2750 Lot 34 in Deposited Plan 242573 Folio: 34/242573	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Email: Ref:
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 GST of: $

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): _____

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable 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 a *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):

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List of Documents

General

- [x] 1 property certificate for the land
- [x] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document to be lodged with a relevant plan
- [x] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [ ] 7 additional information included in that certificate under section 10.7(5)
- [x] 8 sewerage infrastructure location diagram (service location diagram)
- [x] 9 sewer lines location diagram (sewerage service diagram)
- [ ] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 *planning agreement*
- [ ] 12 section 88G certificate (positive covenant)
- [ ] 13 survey report
- [ ] 14 building information certificate or building certificate given under *legislation*
- [ ] 15 occupation certificate
- [ ] 16 lease (with every relevant memorandum or variation)
- [ ] 17 other document relevant to tenancies
- [ ] 18 licence benefiting the land
- [ ] 19 old system document
- [ ] 20 Crown purchase statement of account
- [ ] 21 building management statement
- [ ] 22 form of requisitions
- [ ] 23 *clearance certificate*
- [ ] 24 land tax certificate

Home Building Act 1989

- [ ] 25 insurance certificate
- [ ] 26 brochure or warning
- [ ] 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 28 certificate of compliance
- [ ] 29 evidence of registration
- [ ] 30 relevant occupation certificate
- [ ] 31 certificate of non-compliance
- [ ] 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [ ] 33 property certificate for strata common property
- [ ] 34 plan creating strata common property
- [ ] 35 strata by-laws
- [ ] 36 strata development contract or statement
- [ ] 37 strata management statement
- [ ] 38 strata renewal proposal
- [ ] 39 strata renewal plan
- [ ] 40 leasehold strata - lease of lot and common property
- [ ] 41 property certificate for neighbourhood property
- [ ] 42 plan creating neighbourhood property
- [ ] 43 neighbourhood development contract
- [ ] 44 neighbourhood management statement
- [ ] 45 property certificate for precinct property
- [ ] 46 plan creating precinct property
- [ ] 47 precinct development contract
- [ ] 48 precinct management statement
- [ ] 49 property certificate for community property
- [ ] 50 plan creating community property
- [ ] 51 community development contract
- [ ] 52 community management statement
- [ ] 53 document disclosing a change of by-laws
- [ ] 54 document disclosing a change in a development or management contract or statement
- [ ] 55 document disclosing a change in boundaries
- [ ] 56 information certificate under Strata Schemes Management Act 2015
- [ ] 57 information certificate under Community Land Management Act 2021
- [ ] 58 disclosure statement - off the plan contract
- [ ] 59 other document relevant to off the plan contract

Other

- [ ] 60

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

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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.

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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.

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WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. 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.

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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 –

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

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

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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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.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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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.

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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.

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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 earnt 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.

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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.

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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.

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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.

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SPECIAL CONDITIONS

The following clauses are the Special Conditions to the Contract for Sale of Land. In the event of any inconsistency between the further provisions and the printed clauses of this contract, these further provisions shall prevail. Each of the further provisions, or part of them, shall be severable from the remainder of the contract. If for any reason, any such provision or part is invalid or unenforceable, the validity or enforceability of the remaining contract will not be prejudiced.

1. Prescribed Documents and Amendments to the Contract

(a) The Vendor does not warrant the accuracy or completeness of the documents attached to this Contract.

(b) The Purchaser may not make any objection, requisition, or claim for compensation, or delay completion or rescind or terminate this Contract by reason of any matter disclosed in or omitted, or any inaccuracy or incompleteness of, any document annexed or exhibited to this Contract.

(c) The standard clause of the Contract is amended as follows:

(1) clause 1: delete the words “a building society or a credit union”;
(2) clause 7.1.1: delete “5% of the price” and insert $500.00;
(3) clause 8.1.1: delete the words “on reasonable grounds”;
(4) clause 10.1: add the words “or delay completion” after the word “terminate”;
(5) clause 13.2: delete;
(6) clause 14.4: delete the words “must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other” and insert the words “must adjust” after the words “The parties”;
(7) clause 14.4.2: delete;
(8) clause 16.5: delete “plus another 20% of that fee”;
(9) clause 16.6: add the words “at least 14 days prior to completion” after the words “on any of the land”;
(10) clause 16.8: delete;
(11) clause 16.12: delete the words “if it is in NSW, but the vendor must pay the purchaser’s additional expenses; including any agency or mortgagee fee”;
(12) clause 23.6.1: delete “even if it is payable by instalments”;
(13) clause 23.9.1: delete “1%” and insert “5%”;
(14) clause 23.9.4: delete;
(15) clause 23.13: delete and the purchaser is obliged to apply for the section 184 certificate at its own costs;
(16) clause 23.14: delete;
(17) clause 24.1: delete;
(18) clause 24.4.2: delete; and
(19) clause 25.1.1: delete “limited”.

2. Purchasers Acknowledgements, Warranties and Representations

(a) The Purchaser represents and warrants that in entering into this Contract the Purchaser:

1) has not relied on any representations or warranties about its subject matter by the Vendor or its agent(s) except those set out in this Contract; and

2) has relied only on the Purchaser's own inquiries made on the Purchaser's behalf, which relate to the property.

3. Agent

(a) The Purchaser represents and warrants that the Purchaser was not introduced to the property by a real estate agent other than the agent referred to on the front page of this Contract.

(b) In the event that the Purchaser is in breach of the warranty contained in Special Condition 3 (a) the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent arising out of the sale herein provided. This condition shall not merge on completion.

4. Condition of Property

(a) The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

1) is satisfied as to the current nature, quality, condition and state of repair of the Property;

2) accepts the Property as it is and subject to all defects (latent or patent or both as the case may be) and all dilapidation and infestation and any material or substance of any kind present on, under, in or above the Property (whether known or not known to the Purchaser as a result of its inspection or enquiries); and

3) is satisfied about the purposes for which the Property may be used and the extent of any permissible development of the Property.

(b) The Purchaser agrees not to make, assert or exercise and releases the Vendor from any right or entitlement it may have at any time against the Vendor in respect of any of the following liabilities which arise directly or indirectly, in connection with the matters referred to in Special Condition 4 (a) (1) to (3) inclusive:

1) all costs, losses or expenses associated with or arising out of complying with a statute, regulation or other law;

2) any legal liability to which the Purchaser is or may be subject;

3) any fines or penalties incurred under law;

4) all costs and expenses inclined in complying with the requirements of any responsible authority; and

5) all other claims, demands, suits, proceedings, causes of action, losses (including consequential losses) damages, costs and expenses, legal or consulting fees and interest, howsoever and whenever arising.

(c) The Purchaser may not make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this Contract because of anything in connection with:

1) the nature, quality, condition or state of repair of the Property including, without limitation, defects (latent or patent or both, as the case may be), dilapidation or infestation and any material or substance of any kind present on, under, in or above the Property; or

2) the purposes for which the Property may be used; or

3) loss, damage, dilapidation, infestation, mechanical breakdown or reasonable wear and tear which may affect the Property between the date of this Contract and completion, or

4) the roof or surface water drainage from the Property being connected to a sewerage service; or

5) any widening or realignment or proposed widening or realignment of any road or footpath affecting the Property; or

6) any matter disclosed in this Contract.

(d) The Purchaser shall not require the carrying out of any work or expenditure or any money by the Vendor on or in respect of the property or structures.

(e) The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to any financial return to be derived from the Property.

5. Particulars of Title

The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of any of the following

(a) The position of any building fences, structures improvements, drains pipes or electrical cables;

(b) Any encroachments by the subject property;

(c) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed or not.

6. Investment of Deposit

If this Contract states that the deposit is to be invested then the parties direct the deposit holder to invest the deposit (at the risk of the party who becomes entitled to it) with an Australia Bank nominated by the Vendor in an interest bearing account in New South Wales, payable at call, with interest to be reinvested; and pay the net interest, after deduction of all proper bank or government charges, fees or taxes, to the parties equally if this Contract is completed, or otherwise to the party entitled to the deposit.

7. Incapacity (Individual)

If before completion either party (being an individual)

(a) dies, or

(b) loses the capacity to complete the Contract, or

(c) is made bankrupt,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

8. Incapacity (Company)

If before completion either party (being a company):

(a) resolves to go into liquidation, or

(b) has an application for its winding up filed, or

(c) enters into a scheme of arrangement with its creditors, or

(d) has a liquidator, receiver, receiver and manager, official manager or administrator appointed to it,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

9. Interest on Purchase Money

(a) If completion does not take place on the completion date specified by the contract, except by the fault of the Vendor, the Purchaser shall (in addition to the balance of purchase price and any other interest or other sums which may be payable to the Vendor) pay:

1) Interest on the balance of purchase moneys at the rate of twelve (12%) per annum calculated on a daily basis from the completion date to the actual date of completion (both dates are inclusive); and

(b) Payment of interest in accordance with this clause is an essential term of this Contract.

(c) The Vendor shall not be obliged to settle unless this amount is tendered at the time of completion.

(d) The Purchaser hereby acknowledges that interest at the rate specified above represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date.

10. Notice to Complete

(a) The parties hereto acknowledge and agree that either party is entitled to issue a notice to complete making time of the essence for completion of this Contract, then not less than fourteen days (excluding the date on which that notice is given), is a reasonable period to allow for completion in that notice.

(b) It is an essential term of this agreement 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.

11. Services

The property is sold and the Purchaser shall take title thereto subject to and no objection or requisition or claim shall be made by the Purchaser in respect of the following matters:

(a) any mains, wires or connections of any authority responsible for the provision of water, sewerage, drainage, electricity, gas or telephone passing through the property or the common property.

(b) the copy sewerage service diagram, if any, annexed hereto and any matter or thing referred to therein or arising thereout.

12. Tax File Numbers

(a) Each party will provide his, hers or its tax file number to the deposit holder on or before the date of this contract and authorises the deposit holder to give such tax file numbers to the institution with which the deposit is to be invested.

(b) If either party does not give his, hers or its tax file number to the deposit holder then the deposit holder is authorised and directed to deduct any and all withholding tax charged against any interest earned by reason of such failure, from that party's proportion of interest earned on the investment of the deposit.

13. Finance Approval

(a) The Purchaser warrants that prior to the date of this Contract the Purchaser has obtained finance or credit on reasonable terms or does not require finance to complete this Contract.

(b) For the purposes of this Special Condition 13 "credit" has the same meaning as given to it in Section 4 (1) of the Consumer Credit (New South Wales) Code.

(c) The Vendor in entering into this Contract relies on the warranty given by the Purchaser pursuant to Special Condition 13 (a).

14. Stamp Duty

The Purchaser must:

(a) pay all stamp duties which are payable in connection with this Contract; and

(b) indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosure to the Office of State Revenue in relation to those duties.

15. Approvals of Authorities

(a) The Purchaser represents and warrants to the Vendor that:

1) it has satisfied itself as to the terms and conditions on which all relevant authorities approved of the construction of the improvements situated on the Property; and

2) the Purchaser has made its own independent enquiries to ascertain the terms and conditions on which all relevant authorities have approved of the construction of the improvements upon the Property.

(b) Without limiting the generality of Special Condition 15 (a) hereof, any warranties or representations made or given by or on behalf of the Vendor, express or implied in respect of the terms and conditions of approvals referred to in Special Condition 15 (a) are not relied upon by the Purchaser in inducing it to enter into this Contract.

(c) The Purchaser indemnifies the Vendor from and against all actions, claims, costs, damages, expenses, judgments, losses, orders, proceedings, summons suits and writs of any nature whatsoever arising out of or in connection with anything done or omitted to be done after the date of completion in respect of the approvals referred to in Special Condition 15 (a) and may not:

1) make any objection, requisition, or claim for compensation; or

2) delay completion; or rescind or terminate,

this Contract by reason of any term or condition of any approval referred to in Special Condition 15 (a) or in respect of any other matter or thing referred to in this Special Condition 15.

16. Fixtures and Fittings Excluded

The Purchaser hereby acknowledges that the plant, fixtures and fittings (if any) more particularly described beside the heading exclusions on the front page of this Contract are excluded from the sale.

17. Representations and Warranties

The Purchaser represents and warrants that:

(a) it has in full force and effect the authorisations necessary to enter into this Contract and any related agreement, observe obligations under them and allow them to be enforced;

(b) it is not entering into this Contract as a trustee.

18. Improvements

The Purchaser may not make any objection, requisition or claim or delay completion of or terminate or rescind this Contract because the Vendor cannot give the Purchaser information about who erected the improvements on the Property or because the improvements were erected by an unlicensed or unauthorised person.

19. Guarantee

(a) If the Purchaser is a company (other than a company listed in the Australian Stock Exchange), the performance of the Purchaser's obligations under this Contract must be guaranteed by the Guarantor.

(b) For the purposes of this Contract, Guarantor, means either:

1) two directors of the Purchaser;

2) a director and secretary of the Purchaser; or

3) the sole director and secretary of the Purchaser (as appropriate).

(c) The Guarantor must execute this Contract and by the Guarantor's execution of this agreement, acknowledges incurring obligations and giving rights under the guarantee and indemnity in this Special Condition 19 for valuable consideration from the Vendor including without limitation, the agreement of the Vendor to enter into this agreement at the request of the Guarantor.

(d) The covenants, guarantees and indemnities in this Special Condition are Severable.

(e) The Guarantor unconditionally and irrevocably guarantees to the Vendor:

1) the payment to the Vendor of the balance of the purchase price by the Purchaser;

2) the payment to the Vendor of every other amount payable by the Purchaser under this Contract, and

3) the performance of the Purchaser's obligations under this Contact

(f) The Guarantor indemnifies the Vendor against any claim or action and costs arising there from in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract.

(g) This guarantee and indemnity:

1) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;

2) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser;

3) is irrevocable and will remain in full force and effect until discharged and will bind the estates of the Guarantors.

(h) The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the purchase price, the adjustments due to the Vendor and interest payable by the Purchaser to the Vendor.

(i) The Guarantor is jointly and severally with the Purchaser liable to the Vendor for:

1) the Purchaser's observance and performance of its obligations under this Contract; and

2) any damage incurred by the Vendor as a result of the Purchaser's failure to observe and perform its obligations under this Contract or its default under this Contract or the termination of this Contract by the Vendor.

(j) The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this Special Condition.

(k) The Guarantor's obligations are not affected if:

1) the Vendor releases or enters into a composition with the Purchaser;

2) a payment made to the Vendor is later avoided; or

3) the Vendor assigns or transfers the benefit of this Contract.

(l) If the Vendor assigns or transfers the benefit of this Contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.

(m) The obligations of the Guarantor under this clause are not released discharged or otherwise affected by:

1) failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;

2) the grant of any time, waiver, covenant not to sue or other indulgence;

3) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person, the release or discharge of any person;

4) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

5) a variation of this Contract including a variation in the date of completion of this Contract, any moratorium or other suspension of a right, power, authority, discretion, remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;

6) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;

7) the Purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up, or

8) a receiver and/or manager, liquidator, administrator, or other similar person being appointed in respect of the Purchaser or any of its assets or undertakings.

(n) Any failure by the Purchaser to comply with Special Condition shall constitute a breach of this Contract entitling the Vendor to terminate this Contract.

20. General

Entire Agreement

This Contract constitutes the entire agreement of the parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

Particulars of title

The Purchaser acknowledges that the particulars of title set out in this Contract are sufficient to enable the Purchaser to prepare the transfer and the Purchaser may not request the Vendor to provide the Purchaser with any further statement of the Vendor's title to the property.

Conflict with the Printed Conditions

In the event of any conflict between the provisions of these additional Special Conditions and those contained in the printed conditions of this Agreement, these Special Conditions will prevail.

Obligations

Each obligation, representation, warranty, covenant, agreement, undertaking, acknowledgement, and indemnity ("Obligation") of the Purchaser in this Contract is a continuing Obligation and survives completion, rescission or termination (whichever in fact occurs). It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

Headings

Headings are inserted for convenience and do not affect the interpretation of this Contract.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of New South Wales and each of the parties submits to the jurisdiction of the courts of New South Wales.

21. Interpretation

In this Contract unless the contrary intention appears:

(a) a reference to this agreement or another instrument includes any variation or replacement of any of them,
(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
(c) the singular includes the plural and vice versa
(d) the word "person" includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
(e) an agreement, representation, indemnity or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(f) an agreement representation, indemnity or warranty on the part of two or more persons binds them jointly and severally;
(g) the word "person" includes a natural person, a firm, body corporate, an unincorporated association or an authority;
(h) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
(i) words importing any gender shall include the other gender;
(j) a reference to a clause or annexure or exhibit shall be construed as a reference to a clause annexure or exhibit to this Contract and references to this Contract shall include any annexures and exhibits.

22. Requisitions on Title

It has been agreed that the Requisitions on Title are as per enclosed with replies to these requisitions. The purchaser cannot make other Requisitions on Title and no further replies will be provided.

23. Transfer

If the transfer is not served from the purchaser to the vendor within 21 days prior to completion, the purchaser agrees to allow a fee of $220.00 (GST inclusive) payable to the vendor's solicitor for the additional cost and time incurred to the vendor's solicitor by way of an allowance on settlement adjustment.

24. Release of Deposit

The purchaser agrees the deposit shall be released to the vendor after exchange if required by the vendor for the use in relation to the vendor's purchase of real estate, stamp duty or any other related payments.

25. Discrepancy at Settlement

Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement cheque drawn, the party will forthwith upon being requested by the other party to make the correct calculation and pay such amount or amendments. This clause will not merge on completion.

26. Delayed Settlement

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on the same day due to the purchaser and/or their mortgagee and through no fault of the vendor. In addition to any other monies due and payable by the purchaser on completion, the purchaser must pay an additional $165.00 (GST inclusive) on settlement to the vendor to cover the legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay.

27. Section 184 / Section 26

The standard conditions clause 23.13 and clause 23.14 of the contract are deleted. The vendor is not obliged to provide a section 184 certificate of the Strata Management Act 1996 or a section 26 certificate of the Community Land Management Act 1989 and

the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs.

28. Cooling Off Period

Should an extension of the Cooling Off Period be requested by the purchaser within 24 hours prior to the expiry of the Cooling Off Period, the purchaser agrees to pay the sum of $110.00 (GST inclusive) to the vendor's solicitor, being a reasonable fee for the attendances of the vendor's solicitor in seeking instructions from the vendor and advising the purchaser of any such extension, by way of an allowance on settlement adjustment. This fee applies when the request is made and regardless of the grant of the extension.

SPECIAL CONDITIONS

Conditions of sale by auction

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

(c) The highest bidder is the purchaser, subject to any reserve price;

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(g) A bid cannot be made or accepted after the fall of the hammer; and

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of 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 vendor; and

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of 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 that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or

(b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount;

unless 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.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

23.
(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other Property pass through the Property?

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

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

27. 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.

28. 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.

29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

30. The purchaser reserves the right to make further requisitions prior to completion.

31. 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 34/242573

SEARCH DATE	TIME	EDITION NO	DATE
28/6/2023	7:04 AM	6	6/4/2021

LAND

LOT 34 IN DEPOSITED PLAN 242573
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP242573

FIRST SCHEDULE

GURJANT SINGH
PARDEEP KAUR
AS JOINT TENANTS (T AQ934813)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP242573 EASEMENTS TO DRAIN WATER 6 FEET WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 AQ934814 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Gurjant Singh PRINTED ON 28/6/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Req:R189488 /Doc:DP 0242573 P /Rev:16-Jun-1992 /NSW LRS /Pgs:ALL /Prt:14-Jan-2021 11:38 /Seq:1 of 2
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:



CONVERSION TABLE ADOPTED BY REGISTRAR GENERAL'S DEPARTMENT

INS	FEET	INCHES	S/N	1/2	CONTD	METRES
1		1				0.025
2		2				0.051
3		3				0.076
4		4				0.102
5		5				0.127
6		6				0.152
7		7				0.178
8		8				0.203
9		9				0.229
10		10				0.254
11		11				0.279
12	1	0				0.305
			1	1/16		0.307
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				15/16		0.399
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				1/8		0.405
				3/16		0.407
				1/4		0.409
				5/16		0.411
				3/8		0.413
				7/16		0.415
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				5/8		0.421
				11/16		0.423
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				13/16		0.427
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				15/16		0.431
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				1/2		0.513
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				5/8		0.517
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				5/16		0.539
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				3/8		0.573
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				5/8		0.581
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				5/16		0.827
				3/8		0.829
				7/16		0.831
				1/2		0.833
				9/16		0.835
				5/8		0.837
				11/16		0.839
				3/4		0.841
				13/16		0.843
				7/8		0.845
				15/16		0.847
			18			0.849
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				1/8		0.853
				3/16		0.855
				1/4		0.857
				5/16		0.859
				3/8		0.861
				7/16		0.863
				1/2		0.865
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				5/8		0.869
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				3/4		0.873
				13/16		0.875
				7/8		0.877
				15/16		0.879
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				1/8		0.885
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				1/4		0.889
				5/16		0.891
				3/8		0.893
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				5/16		0.923
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				7/16		0.927
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				9/16		0.931
				5/8		0.933
				11/16		0.935
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				5/16		0.955
				3/8		0.957
				7/16		0.959
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				9/16		0.963
				5/8		0.965
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				5/8		0.997
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				13/16		1.003
				7/8		1.005
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				5/16		1.019
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				7/16		1.023
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				9/16		1.027
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				9/16		1.059
				5/8		1.061
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				13/16		1.067
				7/8		1.069
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				3/16		1.079
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				5/8		1.093
				11/16		1.095
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				13/16		1.099
				7/8		1.101
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				13/16		1.131
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				15/16		1.135
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				7/16		1.151
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				9/16		1.155
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				5/16		1.179
				3/8		1.181
				7/16		1.183
				1/2		1.185
				9/16		1.187
				5/8		1.189
				11/16		1.191
				3/4		1.193
				13/16		1.195
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				15/16		1.199
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				1/8		1.205
				3/16		1.207
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				3/8		1.213
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				9/16		1.219
				5/8		1.221
				11/16		1.223
				3/4		1.225
				13/16		1.227
				7/8		1.229
				15/16		1.231
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				3/16		1.239
				1/4		1.241
				5/16		1.243
				3/8		1.245
				7/16		1.247
				1/2		1.249
				9/16		1.251
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				13/16		1.259
				7/8		1.261
				15/16		1.263
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				3/8		1.341
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				9/16		1.347
				5/8		1.349
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				7/8		1.357
				15/16		1.359
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				1/4		1.369
				5/16		1.371
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				7/16		1.375
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				11/16		1.383
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				13/16		1.387
				7/8		1.389
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				1/4		1.401
				5/16		1.403
				3/8		1.405
				7/16		1.407
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				9/16		1.411
				5/8		1.413
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				7/8		1.421
				15/16		1.423
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				1/4		1.433
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				3/8		1.437
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				1/2		1.441
				9/16		1.443
				5/8		1.445
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				15/16		1.455
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				1/16		1.459
				1/8		1.461
				3/16		1.463
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				5/16		1.467
				3/8		1.469
				7/16		1.471
				1/2		1.473
				9/16		1.475
				5/8		1.477
				11/16		1.479
				3/4		1.481
				13/16		1.483
				7/8		1.485
				15/16		1.487
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				1/16		1.491
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				1/4		1.497
				5/16		1.499
				3/8		1.501
				7/16		1.503
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				3/4		1.513
				13/16		1.515
				7/8		1.517
				15/16		1.519
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				1/8		1.525
				3/16		1.527
				1/4		1.529
				5/16		1.531
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				7/16		1.535
				1/2		1.537
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				7/8		1.549
				15/16		1.551
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				1/8		1.557
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				5/16		1.563
				3/8		1.565
				7/16		1.567
				1/2		1.569
				9/16		1.571
				5/8		1.573
				11/16		1.575
				3/4		1.577
				13/16		1.579
				7/8		1.581
				15/16		1.583
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				1/16		1.587
				1/8		1.589
				3/16		1.591
				1/4		1.593
				5/16		1.595
				3/8		1.597
				7/16		1.599
				1/2		1.601
				9/16		1.603
				5/8		1.605
				11/16		1.607
				3/4		1.609
				13/16		1.611
				7/8		1.613
				15/16		1.615
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				1/16		1.619
				1/8		1.621
				3/16		1.623
				1/4		1.625
				5/16		1.627
				3/8		1.629
				7/16		1.631
				1/2		1.633
				9/16		1.635
				5/8		1.637
				11/16		1.639
				3/4		1.641
				13/16		1.643
				7/8		1.645
				15/16		1.647
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				1/16		1.651
				1/8		1.653
				3/16		1.655
				1/4		1.657
				5/16		1.659
				3/8		1.661
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				9/16		1.667
				5/8		1.669
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				13/16		1.675
				7/8		1.677
				15/16		1.679
			44			1.681
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				7/16		1.695
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				5/8		1.701
				11/16		1.703
				3/4		1.705
				13/16		1.707
				7/8		1.709
				15/16		1.711
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				1/4		1.721
				5/16		1.723
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				7/16		1.727
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				9/16		1.731
				5/8		1.733
				11/16		1.735
				3/4		1.737
				13/16		1.739
				7/8		1.741
				15/16		1.743
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				5/16		1.755
				3/8		1.757
				7/16		1.759
				1/2		1.761
				9/16		1.763
				5/8		1.765
				11/16		1.767
				3/4		1.769
				13/16		1.771
				7/8		1.773
				15/16		1.775
			47			1.777
				1/16		1.779
				1/8		1.781
				3/16		1.783
				1/4		1.785
				5/16		1.787
				3/8		1.789
				7/16		1.791
				1/2		1.793
				9/16		1.795
				5/8		1.797
				11/16		1.799
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				13/16		1.803
				7/8		1.805
				15/16		1.807
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				1/16		1.811
				1/8		1.813
				3/16		1.815
				1/4		1.817
				5/16		1.819
				3/8		1.821
				7/16		1.823
				1/2		1.825
				9/16		1.827
				5/8		1.829
				11/16		1.831
				3/4		1.833
				13/16		1.835
				7/8		1.837
				15/16		1.839
			49			1.841
				1/16		1.843
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				3/16		1.847
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				5/16		1.851
				3/8		1.853
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				3/4		1.865
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				7/8		1.869
				15/16		1.871
			50			1.873
				1/16		1.875
				1/8		1.877
				3/16		1.879
				1/4		1.881
				5/16		1.883
				3/8		1.885
				7/16		1.887
				1/2		1.889
				9/16		1.891
				5/8		1.893
				11/16		1.895
				3/4

Req:R189488 /Doc:DP 0242573 P /Rev:16-Jun-1992 /NSW LRS /Pgs:ALL /Prt:14-Jan-2021 11:38 /Seq:2 of 2
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Form No. 4—To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

D. P. 242573

Registered 6.12.1972

This is Sheet 2 of my plan in 2 Sheets dated 6-12-71

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of Subdivision

Deeds covered by my Certificate No. 69/71 of 16.1.72

Council Clerk.

Amendments [illegible] in Reg. Gen's Dept. as surveyor's report dated 20-3-72.

Scale: 50 feet to an inch

REFERENCE TO CURVES

No	Bearing	Chord	Arc	Radius
6	228°24'30"	15'0"	2'0"	2000'0"
7	43°54'45"	45'10½"	45'0"	2000'0"
8	35°52'15"	44'4½"	44'0"	"
9	29°16'00"	42'10½"	43'0"	"
10	23°19'00"	41'11"	42'0"	"
11	268°06'15"	6'1·8"	7°54'	135'0"
12	264°20'30"	12'0"	12'0"	"
13	245°03'00"	84'7½"	85'0½"	"
14	222°43'00"	27'11½"	28'0"	"
15	310°00'30"	11'7½"	11'7½"	125'0"
16	312°25'25"	54'8½"	55'1"	"
17	328°45'00"	25'5½"	25'6½"	"

REFERENCE TO P.M's

No	Nature	Bearing	Distance
63	Drill Hole & Ring in kerb	227°19'20"	11'9"
64	"	"	42'9"
70	"	"	11'9"
71	"	"	42'9"
82	"	355°15'00"	11'9"
83	"	"	49'6"
84	"	"	11'9"
85	"	"	46'9"
102	"	265°19'00"	11'9"
103	"	"	42'9"
116	"	97°22'45"	14'6"
118	"	"	49'6"
121	"	277°21'10"	11'9"
123	"	"	48'6"

GLADSWOOD AVE (Var width)

GAMENYA AVENUE (66' wide)

DRIVE (66' wide)

GREENWAY

PUBLIC RESERVE 3r. 6¼p.

D. P. 27900

D. P. 238992

D. P. 238998

D. P. 240712

D. P. 249712

Adjoins

Sheet 2

Easement to Drain Water 6& wide

WARNING: Plan drawing only to appear in this space.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 16th day of August, 1977

2

CONVERSION TABLE, ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 242573 SH 2 OF 2

FEET	INCHES	METRES
6	1/8	1.829
6	1/4	1.835
6	3/8	1.841
6	1/2	1.847
6	5/8	1.853
6	3/4	1.859
6	7/8	1.865
7		1.871
7	1/8	1.877
7	1/4	1.883
7	3/8	1.889
7	1/2	1.895
7	5/8	1.901
7	3/4	1.907
7	7/8	1.913
8		1.919
8	1/8	1.925
8	1/4	1.931
8	3/8	1.937
8	1/2	1.943
8	5/8	1.949
8	3/4	1.955
8	7/8	1.961
9		1.967
9	1/8	1.973
9	1/4	1.979
9	3/8	1.985
9	1/2	1.991
9	5/8	1.997
9	3/4	2.003
9	7/8	2.009
10		2.015
10	1/8	2.021
10	1/4	2.027
10	3/8	2.033
10	1/2	2.039
10	5/8	2.045
10	3/4	2.051
10	7/8	2.057
11		2.063
11	1/8	2.069
11	1/4	2.075
11	3/8	2.081
11	1/2	2.087
11	5/8	2.093
11	3/4	2.099
11	7/8	2.105
12		2.111
12	1/8	2.117
12	1/4	2.123
12	3/8	2.129
12	1/2	2.135
12	5/8	2.141
12	3/4	2.147
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13		2.159
13	1/8	2.165
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13	1/2	2.183
13	5/8	2.189
13	3/4	2.195
13	7/8	2.201
14		2.207
14	1/8	2.213
14	1/4	2.219
14	3/8	2.225
14	1/2	2.231
14	5/8	2.237
14	3/4	2.243
14	7/8	2.249
15		2.255
15	1/8	2.261
15	1/4	2.267
15	3/8	2.273
15	1/2	2.279
15	5/8	2.285
15	3/4	2.291
15	7/8	2.297
16		2.303
16	1/8	2.309
16	1/4	2.315
16	3/8	2.321
16	1/2	2.327
16	5/8	2.333
16	3/4	2.339
16	7/8	2.345
17		2.351
17	1/8	2.357
17	1/4	2.363
17	3/8	2.369
17	1/2	2.375
17	5/8	2.381
17	3/4	2.387
17	7/8	2.393
18		2.399
18	1/8	2.405
18	1/4	2.411
18	3/8	2.417
18	1/2	2.423
18	5/8	2.429
18	3/4	2.435
18	7/8	2.441
19		2.447
19	1/8	2.453
19	1/4	2.459
19	3/8	2.465
19	1/2	2.471
19	5/8	2.477
19	3/4	2.483
19	7/8	2.489
20		2.495
20	1/8	2.501
20	1/4	2.507
20	3/8	2.513
20	1/2	2.519
20	5/8	2.525
20	3/4	2.531
20	7/8	2.537
21		2.543
21	1/8	2.549
21	1/4	2.555
21	3/8	2.561
21	1/2	2.567
21	5/8	2.573
21	3/4	2.579
21	7/8	2.585
22		2.591
22	1/8	2.597
22	1/4	2.603
22	3/8	2.609
22	1/2	2.615
22	5/8	2.621
22	3/4	2.627
22	7/8	2.633
23		2.639
23	1/8	2.645
23	1/4	2.651
23	3/8	2.657
23	1/2	2.663
23	5/8	2.669
23	3/4	2.675
23	7/8	2.681
24		2.687
24	1/8	2.693
24	1/4	2.699
24	3/8	2.705
24	1/2	2.711
24	5/8	2.717
24	3/4	2.723
24	7/8	2.729
25		2.735
25	1/8	2.741
25	1/4	2.747
25	3/8	2.753
25	1/2	2.759
25	5/8	2.765
25	3/4	2.771
25	7/8	2.777
26		2.783
26	1/8	2.789
26	1/4	2.795
26	3/8	2.801
26	1/2	2.807
26	5/8	2.813
26	3/4	2.819
26	7/8	2.825
27		2.831
27	1/8	2.837
27	1/4	2.843
27	3/8	2.849
27	1/2	2.855
27	5/8	2.861
27	3/4	2.867
27	7/8	2.873
28		2.879
28	1/8	2.885
28	1/4	2.891
28	3/8	2.897
28	1/2	2.903
28	5/8	2.909
28	3/4	2.915
28	7/8	2.921
29		2.927
29	1/8	2.933
29	1/4	2.939
29	3/8	2.945
29	1/2	2.951
29	5/8	2.957
29	3/4	2.963
29	7/8	2.969
30		2.975
30	1/8	2.981
30	1/4	2.987
30	3/8	2.993
30	1/2	2.999
30	5/8	3.005
30	3/4	3.011
30	7/8	3.017
31		3.023
31	1/8	3.029
31	1/4	3.035
31	3/8	3.041
31	1/2	3.047
31	5/8	3.053
31	3/4	3.059
31	7/8	3.065
32		3.071
32	1/8	3.077
32	1/4	3.083
32	3/8	3.089
32	1/2	3.095
32	5/8	3.101
32	3/4	3.107
32	7/8	3.113
33		3.119
33	1/8	3.125
33	1/4	3.131
33	3/8	3.137
33	1/2	3.143
33	5/8	3.149
33	3/4	3.155
33	7/8	3.161
34		3.167
34	1/8	3.173
34	1/4	3.179
34	3/8	3.185
34	1/2	3.191
34	5/8	3.197
34	3/4	3.203
34	7/8	3.209
35		3.215
35	1/8	3.221
35	1/4	3.227
35	3/8	3.233
35	1/2	3.239
35	5/8	3.245
35	3/4	3.251
35	7/8	3.257
36		3.263
36	1/8	3.269
36	1/4	3.275
36	3/8	3.281
36	1/2	3.287
36	5/8	3.293
36	3/4	3.299
36	7/8	3.305
37		3.311
37	1/8	3.317
37	1/4	3.323
37	3/8	3.329
37	1/2	3.335
37	5/8	3.341
37	3/4	3.347
37	7/8	3.353
38		3.359
38	1/8	3.365
38	1/4	3.371
38	3/8	3.377
38	1/2	3.383
38	5/8	3.389
38	3/4	3.395
38	7/8	3.401
39		3.407
39	1/8	3.413
39	1/4	3.419
39	3/8	3.425
39	1/2	3.431
39	5/8	3.437
39	3/4	3.443
39	7/8	3.449
40		3.455
40	1/8	3.461
40	1/4	3.467
40	3/8	3.473
40	1/2	3.479
40	5/8	3.485
40	3/4	3.491
40	7/8	3.497

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 242573A SH 2/2 COUNTD

FEET	INCHES	METRES
116	6	35.515
116	7	35.521
116	8	35.527
116	9	35.533
116	10	35.539
116	11	35.545
116	12	35.551
117		35.557
117	1	35.563
117	2	35.569
117	3	35.575
117	4	35.581
117	5	35.587
117	6	35.593
117	7	35.599
117	8	35.605
117	9	35.611
117	10	35.617
117	11	35.623
117	12	35.629
118		35.635
118	1	35.641
118	2	35.647
118	3	35.653
118	4	35.659
118	5	35.665
118	6	35.671
118	7	35.677
118	8	35.683
118	9	35.689
118	10	35.695
118	11	35.701
118	12	35.707
119		35.713

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 278808
Your Reference: Gurjant Singh
Contact No.

Issue Date: 30 June 2023
Certificate No: 23/02951

Issued to: Gosal Conveyancing
13 Willunga Place
WEST PENNANT HILLS NSW 2125

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish: MULGOA**

Location: 18 Gamenya Avenue SOUTH PENRITH NSW 2750
Land Description: Lot 34 DP 242573

- PART 1 PRESCRIBED MATTERS –

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 *NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs*

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

The following Local environmental planning instruments apply to the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural* areas.
State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Housing) 2021.
State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage.*
State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development.*

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Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts.*
State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis.*
State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities.*
State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

1(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act, that will apply to the carrying out of development on the land:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

2 *ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS*

For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):

2(a)-(b) the identity of the zone; the purposes for which development in the zone may be carried out without development consent; the purposes for which development in the zone may not be carried out except with development consent; and the purposes for which development in the zone is prohibited. Any zone(s) applying to the land is/are listed below and/or in annexures.

Zone R2 Low Density Residential
(Penrith Local Environmental Plan 2010)

1. Objectives of zone

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

- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

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

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(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.

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

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

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

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

(Information is provided in this section only if the land is in a conservation area, however described.)

2(g) whether an item of environmental heritage, however described, is situated on the land:

(Information is provided in this section only if an item of environmental heritage, however described, is situated on the land.)

3 CONTRIBUTIONS PLANS

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

4 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code may be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning

instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code may be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

(The Industrial and Business Buildings Alterations Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3 IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

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

CONTAINER RECYCLING FACILITIES CODE

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

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AGRITOURISM AND FARM STAY ACCOMMODATION CODE

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

FIRE SAFETY CODE

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

NOTE:
(1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

7 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 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.

8 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) an environmental planning instrument, or
(c) a resolution of council.

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

Yes, the land or part of the land is within the flood planning area and subject to flood related development controls.

(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.

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

Note - The land is subject to Clause 5.21 in Penrith Local Environmental Plan 2010 and Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the property

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies
The land is affected by the Asbestos Policy adopted by Council.
The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(b) Other Public Authority Policies
The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

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The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land, under section 10.3 of the Act.

12 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

13 MINE SUBSIDENCE

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

14 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

15 PROPERTY VEGETATION PLANS

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

16 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 relates.)

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.

17 BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.)

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.

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(Information is provided in this section only 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.)

20 WESTERN SYDNEY AEROTROPOLIS

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

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	Yes
(d)	In the "public safety area" on the Public Safety Area Map	No
(e)	In the "3km zone" or the "13km zone" of the Wildlife Buffer Zone Map	Yes

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

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

22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:
(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

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

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751
Telephone: 02 4732 7777
Facsimile: 02 4732 7958
Email: pencit@penrithcity.nsw.gov.au

(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).)

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) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Notes:
The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

This is a certificate under section 10.7 of the Environmental Planning and Assessment Act,1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

Contact Council for details as to obtaining the additional information.

Andrew Moore
General Manager

per

Sydney WATER

18 January 2021

Sai Global Pty Ltd

Reference number: **8000373821**

Property address: **18 Gamenya Ave South Penrith NSW 2750**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

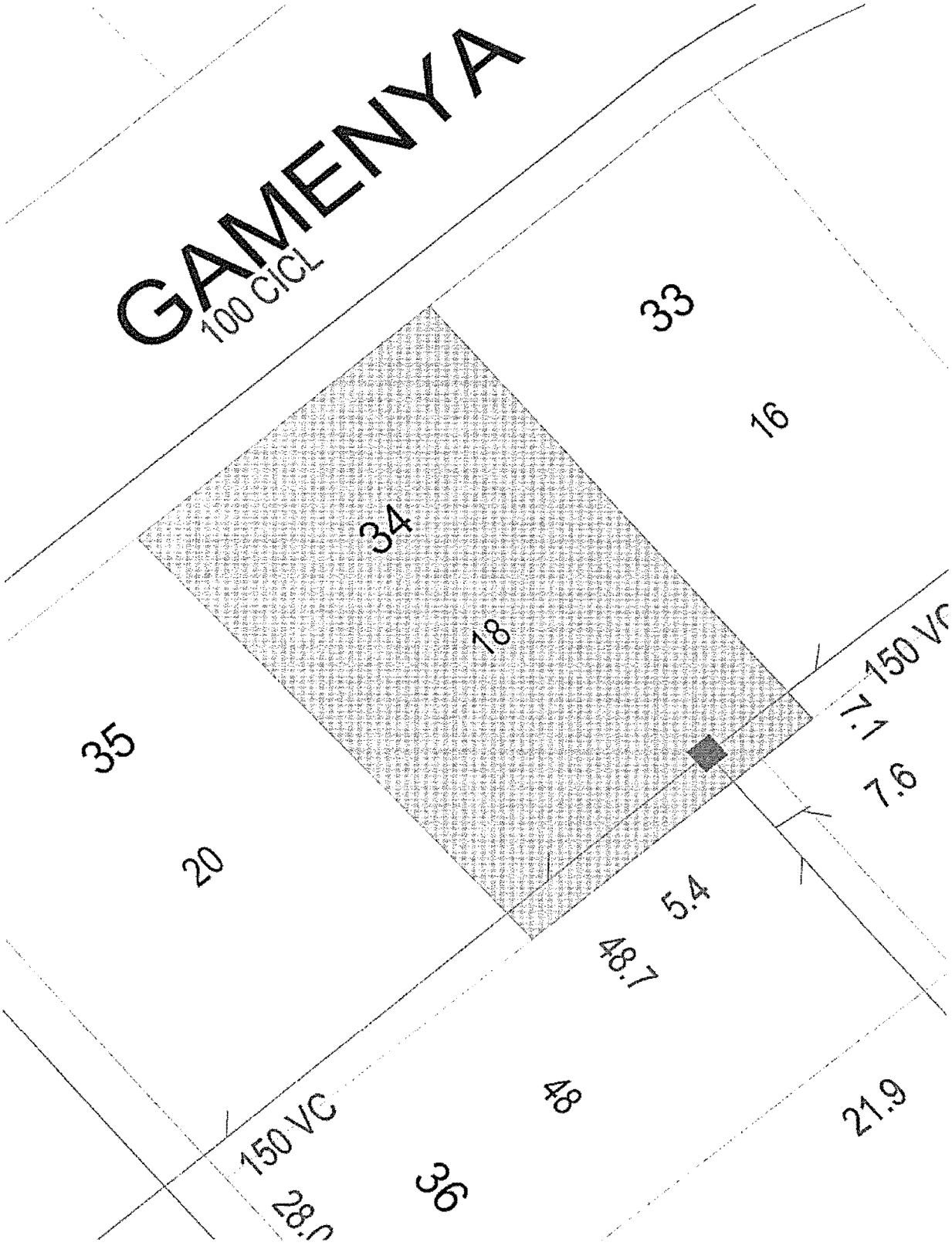
Yours sincerely

Greg Staveley
Manager Business Customers

Sydney WATER

Service Location Print

Application Number: 8000373819



Document generated at 18-01-2021 12:26:59 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.**

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT
- Ventshaft INDUCT
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point
- Lamphole
- Vertical
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point

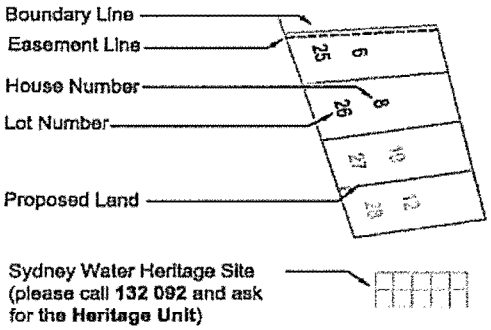
Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main

Symbols for Private Mains shown grey

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Sydney WATER

Pipe Types

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

Further Information

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

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

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

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