Contract for the sale and purchase of land

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Singer Residential Shop 2, 78 Railway Crescent, Jannali NSW 2226 joshua@singerresidential.com.au	Phone: 0457 056 811 Ref: Joshua Singer
co-agent		
vendor	Michael Bryant Cawston and Nicole Anne Cawston 7 Inelgah Road, Como NSW 2226	
vendor's solicitor	Paul Denny Conveyancing Suite 303, 71 Longueville Road, Lane Cove NSW 2066 PO Box 439, Lane Cove NSW 1595 P: 02 9429 0000 REF: AR:2336504 E: abbey@pauldenny.com.au	
date for completion	42nd day after the contract date (clause 15)	
land (Address, plan details and title reference)	7 Inelgah Road, Como NSW 2226 Lot 54 in Deposited Plan 8106 Folio Identifier 54/8106	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ car space ☐ storage space ☐ pool ☐ shed ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked: ☐ 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	☒ blinds	☐ curtains	☒ insect screens	☒ stove
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☐ pool equipment
	☒ clothes line	☒ fixed floor coverings	☒ range hood	☒ TV antenna
	☒ air conditioner	☐ clothes dryer	☐ solar panels	
	☐ other:			

exclusions

purchaser

purchaser's solicitor

price $

deposit $_____ (10% of the price, unless otherwise stated)

balance $

contract date (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

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

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

Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☒ NO	☐ yes
Nominated *Electronic Lodgement Network (ELN)* (Clause 30)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes
	(if yes, vendor must provide further details, including any applicable exception, in the space below):	

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

Purchaser must make an GST*RW payment* (GST residential withholding payment)	☒ NO	☐ yes	(if yes, vendor must provide further details)

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

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

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

Supplier's name: Michael Bryant Cawston and Nicole Anne Cawston

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of GST*RW payment*: $

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

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

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

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

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

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *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 1989
- ☐ 58 disclosure statement – off the plan contract
- ☐ 59 other document relevant to off-the-plan contract

Other

- ☐ 60 building over/adjacent sewer letter

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS

CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919

I …… of …… certify as follows:

(a) I am a Solicitor/Licensed Conveyancer currently licensed to practise in the State of New South Wales

(b) This certificate is given in accordance with Section 66W of the Conveyancing Act 1919, with reference to an Agreement for Sale of property at:

7 INELGAH ROAD, COMO NSW 2226	between
MICHAEL BRYANT CAWSTON AND NICOLE ANNE CAWSTON	as vendor(s) and
	as purchaser(s)

in order to waive the cooling off period in relation to that Agreement.

(c) I do not act for the vendor(s) and am not employed in the practice of a conveyancer or solicitor acting for the vendor(s), nor am I a member or employee of a firm of which a conveyancer or solicitor acting for the vendor(s) is a member or employee.

(d) I have explained to the purchaser(s):

(i) the effect of the Agreement for Sale of the property;

(ii) the nature of this certificate; and

(iii) the effect of giving this certificate to the vendor(s).

Dated this day of

SIGNED

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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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AMENDMENT TO STANDARD CONDITIONS

The contract is amended as follows:

33.1 Condition 2.9 is AMENDED by REPLACING the word “each” with the word “either”.

33.2 If the deposit paid is less than 10% of the price, Condition 2.9 is amended by replacing the words “parties equally” with the word “vendor”.

33.3 Conditions 3.10.2 & 3.11.2 are DELETED.

33.4 Condition 14.4.2 is DELETED & REPLACED with the words “by adjusting the amount actually payable by the vendor for the property”.

33.5 Condition 25.1.1 is AMENDED by deleting “limited”.

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

34 The Purchaser warrants to the Vendor that he has not been introduced to the Property by any Real Estate Agent other than the Vendor's Agent named herein.

DELAYED COMPLETION

35.1 If the purchase is not completed on the date appointed herein for settlement or the purchase price or any part thereof is not paid on its due date, the Purchaser shall on completion, in addition to the balance of the purchase money pay:

35.1.1 interest on the balance of the purchase price from the said date to the date of completion at the rate of six per centum (6%) per annum PROVIDED THAT such interest shall not be payable during any period in which the Vendor is in default of its obligations under this contract; and

35.1.2 to the vendor an amount of $150.00 (plus GST) as re-imbursement of the Vendor’s additional conveyancing expenses occasioned by the delay of the Purchaser PROVIDED THAT such reimbursement is not payable if such delay is occasioned solely by the Vendor.

35.2 Any payment provided for in this condition is without prejudice and in addition to any other legal remedy the Vendor may have by reason of default of the Purchaser.

ELECTRONIC EXECUTION OF THE CONTRACT

36.1 For the purpose of interpreting this clause, Digital Signature and Digitally Sign have the same meaning given to those terms in the Electronic Conveyancing National Law (NSW).

36.2 The Parties acknowledge and agree that execution of this Contract by either party may be effected by the use of a Digital Signature, using any software programme that party wishes to use for that purpose.

36.3 The Parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of this Contract, due to the use of a Digital Signature on this Contract.

36.4 If this contract is electronically sent by email to either party’s solicitor bearing one of the parties’ Digital Signatures, then it will be taken to have the same effect as physical delivery of that document, bearing the original signature of the person who Digitally Signed it. For the removal of any doubt neither party shall require the other to provide a physical copy of any document executed electronically as provided herein.

USE OF DEPOSIT FOR SETTLEMENT

37.1 The Purchaser hereby consents to all, or a portion of the deposit being transferred from the depositholder to the Vendor’s Conveyancer’s trust account as stakeholder prior to settlement and for the use by the Vendor at settlement.

37.2 The Purchaser hereby authorises the said transfer and the Vendor shall, upon requesting such transfer, give notice to the Purchaser of the amount being transferred.

REQUISITIONS ON TITLE

REQUISITIONS

1 In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).

2 Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?

3 Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?

4 Is the Vendor aware of any unsatisfied judgments orders or writs of execution which may affect the property or bind the Vendor?

5 Has an order been made or has the Vendor received notice of an application for an order under any relevant family law legislation which would impact on this sale?

6 Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?

7 The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.

8 Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?

9 Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?

10 Is the Vendor aware of a building certificate under Section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?

11 Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?

12 Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?

13 Are there any restrictions on the use of, or development of the property by reason of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?

REQUISITIONS

14 Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?

15 Is there a requirement under the Home Building Act 1989 for the vendor to provide a Certificate of Insurance which is not annexed to the contract?

16 Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?

17 Is the Vendor aware of any of the following which have not been disclosed to the purchaser:

(a) Any easement, licence or other entitlement which benefits or affects the land?

(b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?

(c) Any notice of resumption or intended resumption?

(d) Any proposal to re-align or widen any road which is adjacent to the property?

(e) Any proposal by any public or statutory authority?

(f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?

(g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?

(h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?

18 <u>If the property is sold subject to tenancy</u>, is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser?

19 Has the Vendor (or any mortgagee of the land) a survey report in respect of the property which has not been disclosed to the Purchaser?

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 54/8106

SEARCH DATE	TIME	EDITION NO	DATE
18/1/2023	3:25 PM	4	16/9/2021

LAND

LOT 54 IN DEPOSITED PLAN 8106
AT COMO
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP8106

FIRST SCHEDULE

MICHAEL BRYANT CAWSTON
NICOLE ANNE CAWSTON
AS JOINT TENANTS (CN AR430006)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A162712 LAND EXCLUDES MINERALS
3 AR430005 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2336504 PRINTED ON 18/1/2023

* 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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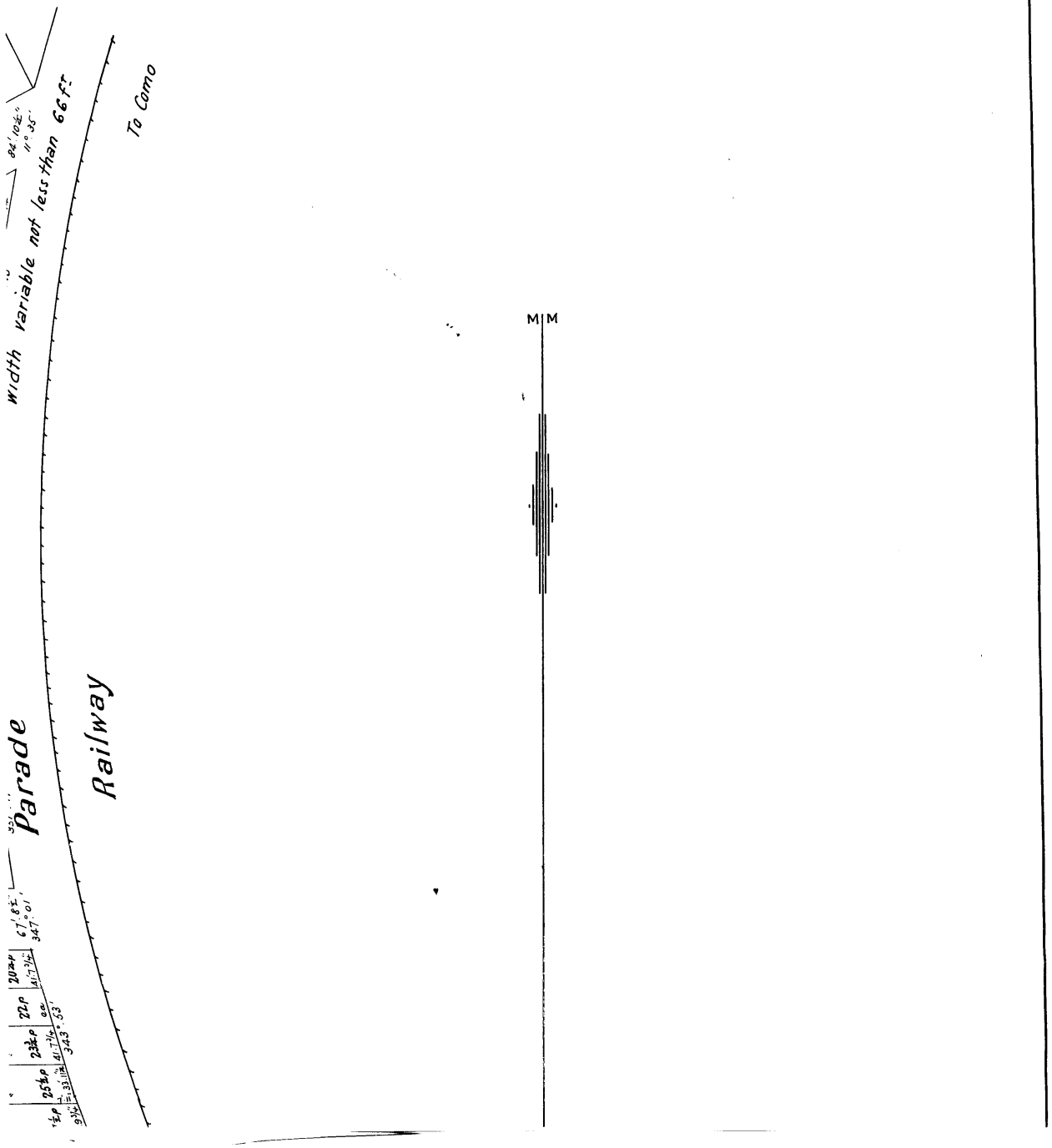
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DP 8106 (E) **Sheet 1/2**

PLAN

of part of land in Dep. Plan 7019 & the land in D.P. 7955
AT Como
OF SUTHERLAND
County of Cumberland

D. 2549 Fo 45
" 2574 " 40-45



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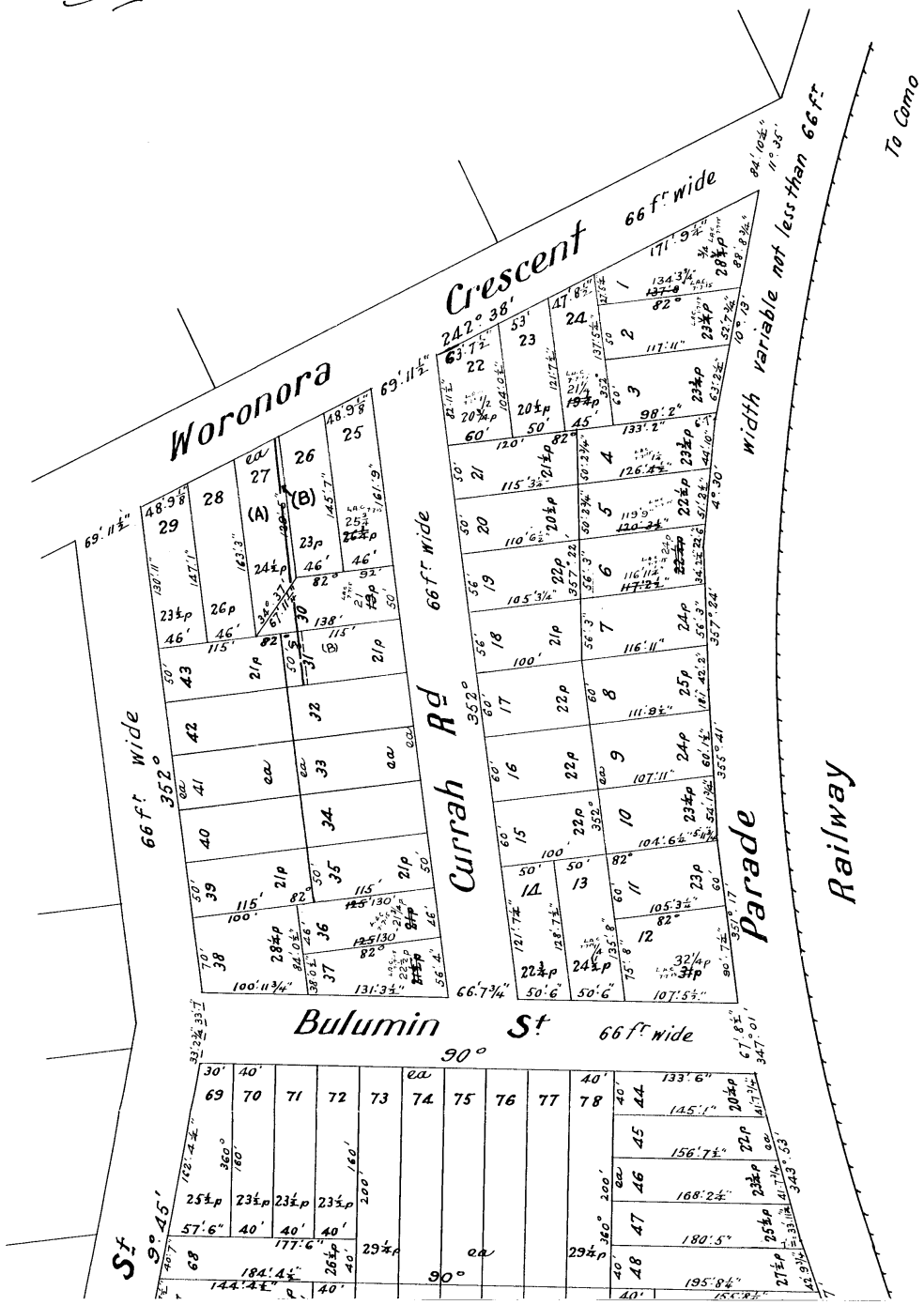
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PLAN

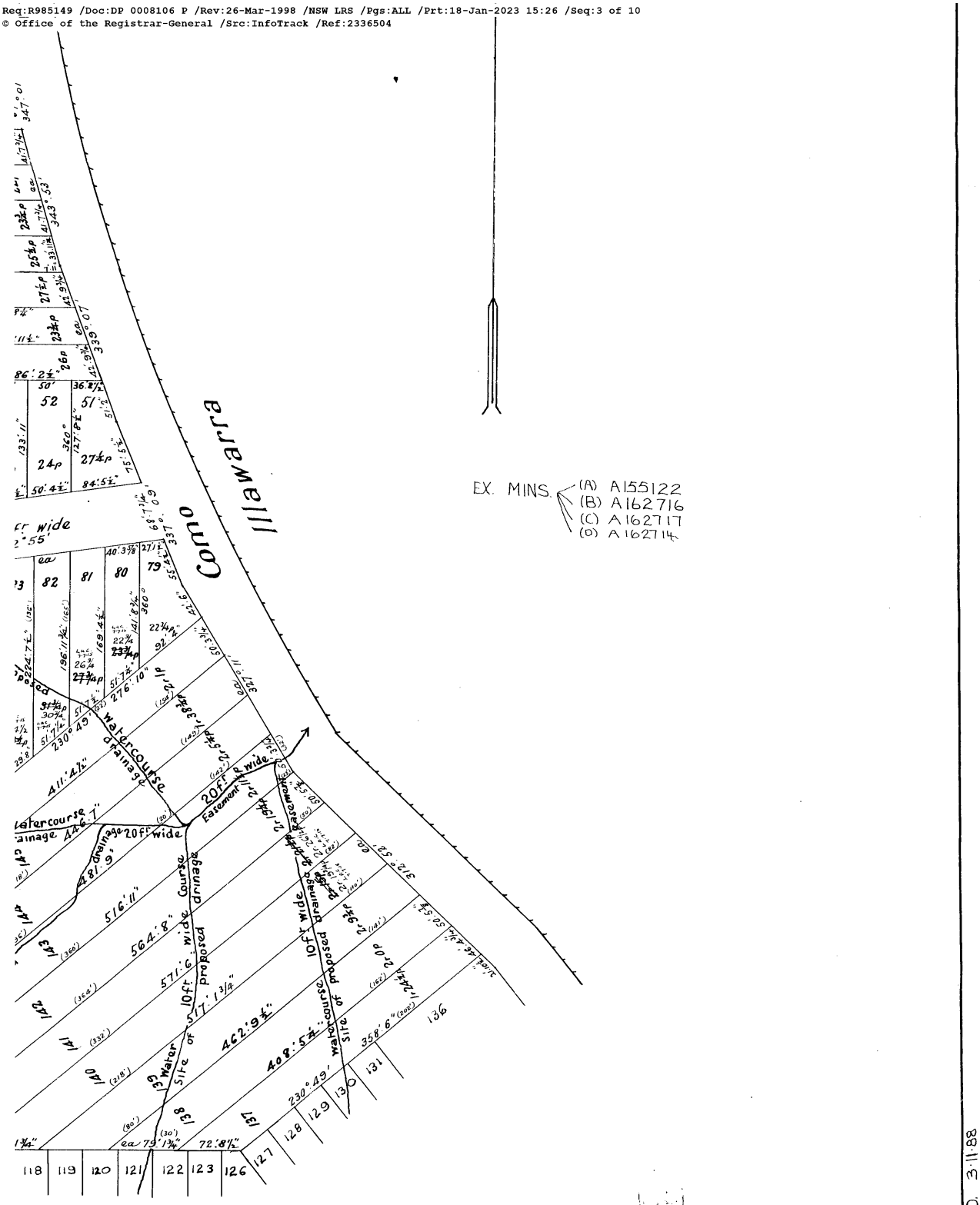
of a resubdivision of part of land in D
AT Como
SHIRE OF SUTHE
Parish of Sutherland Co

Vo. 2549 Fo 45
" 2574 " 40-45

"A"



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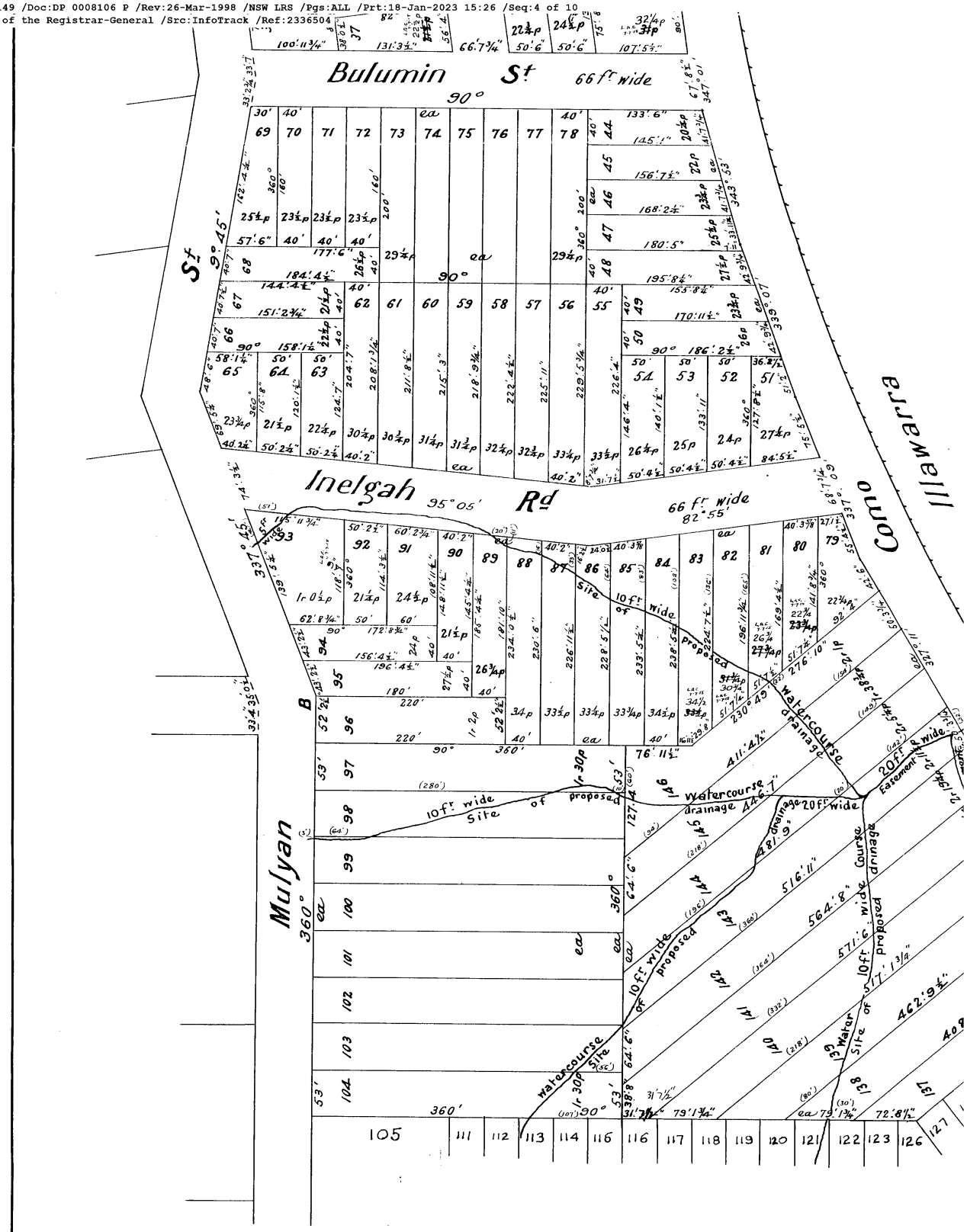


D.P. 8106 1/2

Louis A. Curtis L.S.

PLAN AMENDED IN L.T.O. 3.11.88
PLAN AMENDED IN L.T.O. 26.3.1991

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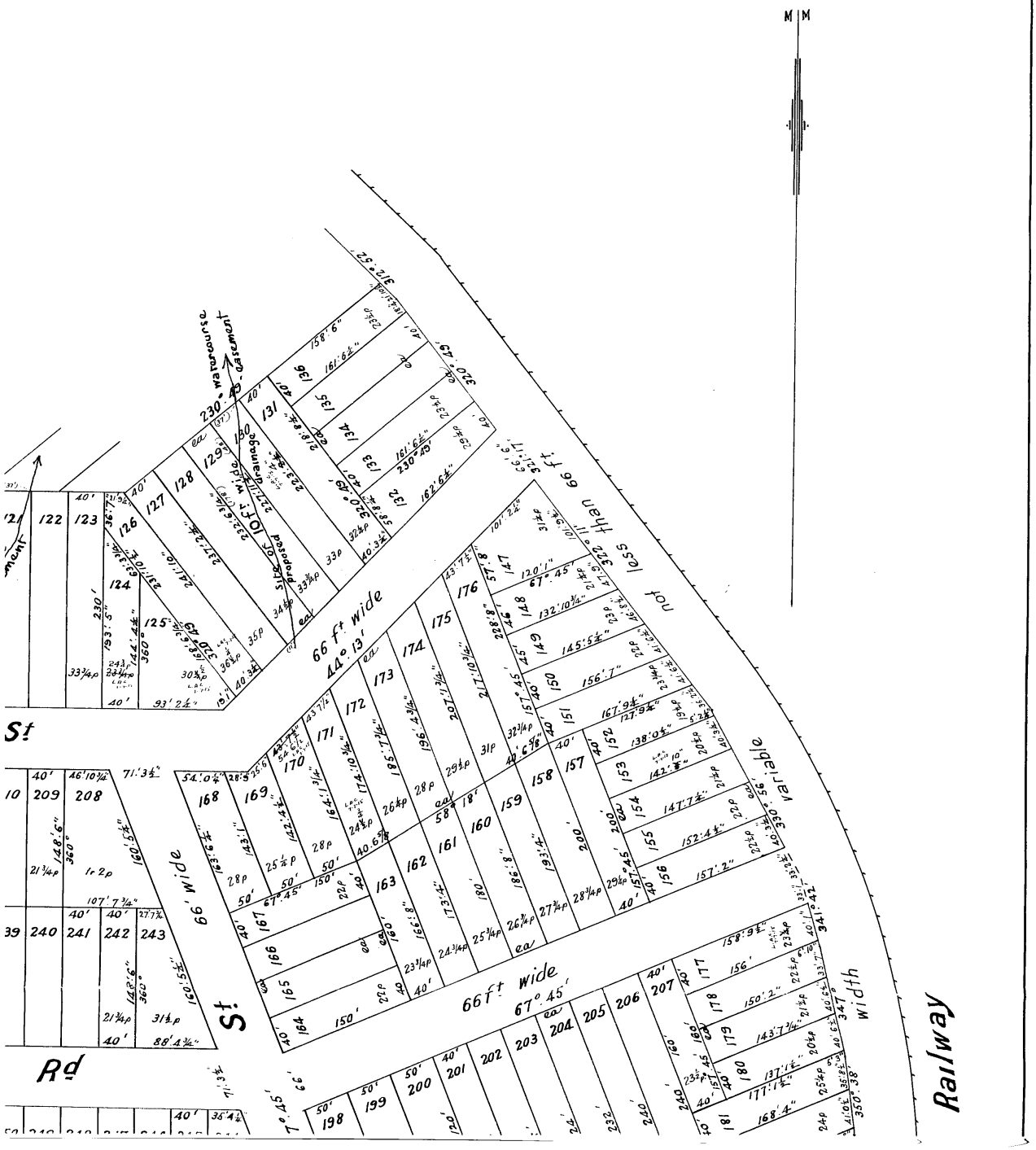
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D.P. 8

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Sheet 2/2 (E)

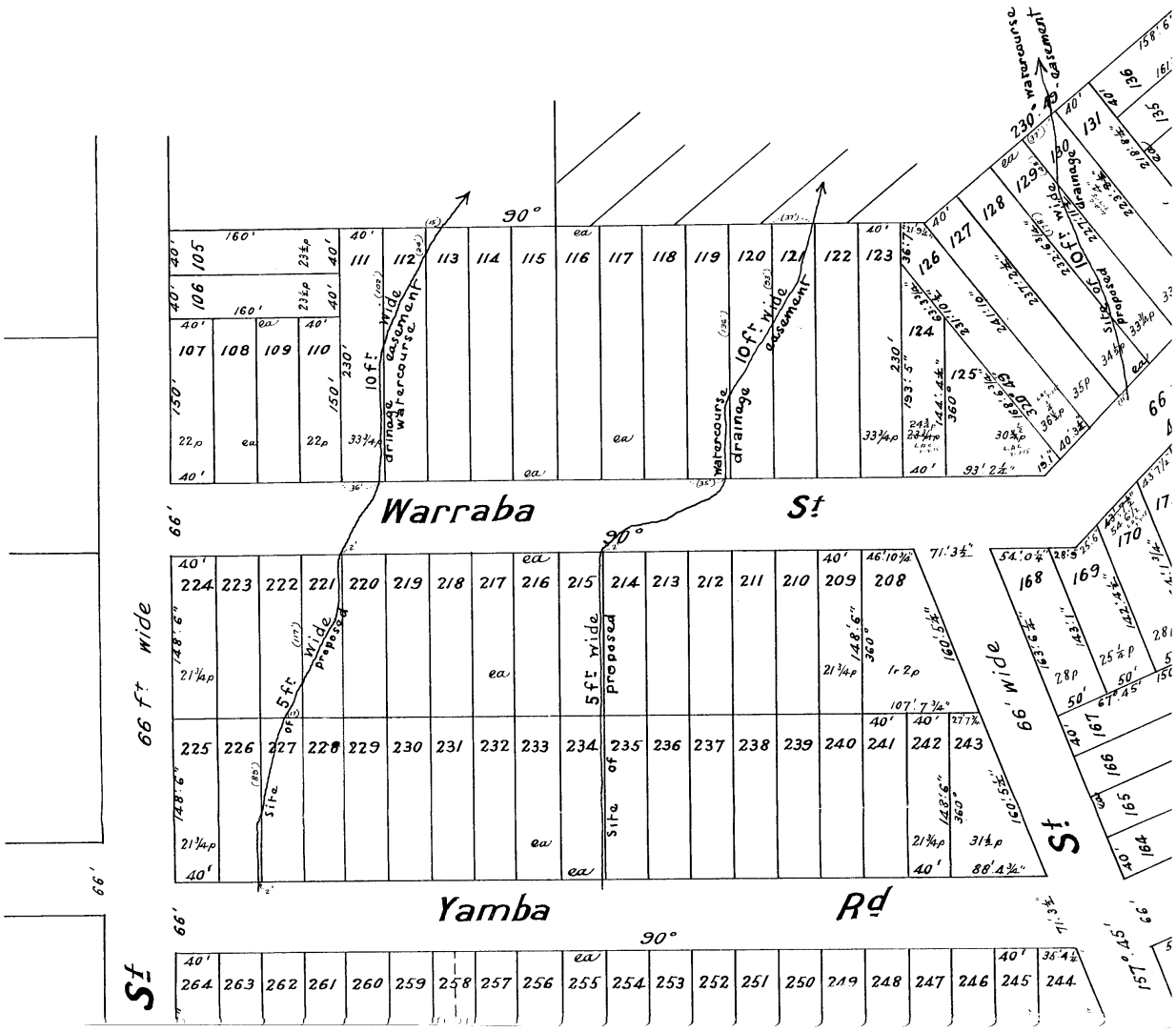
DP 8106



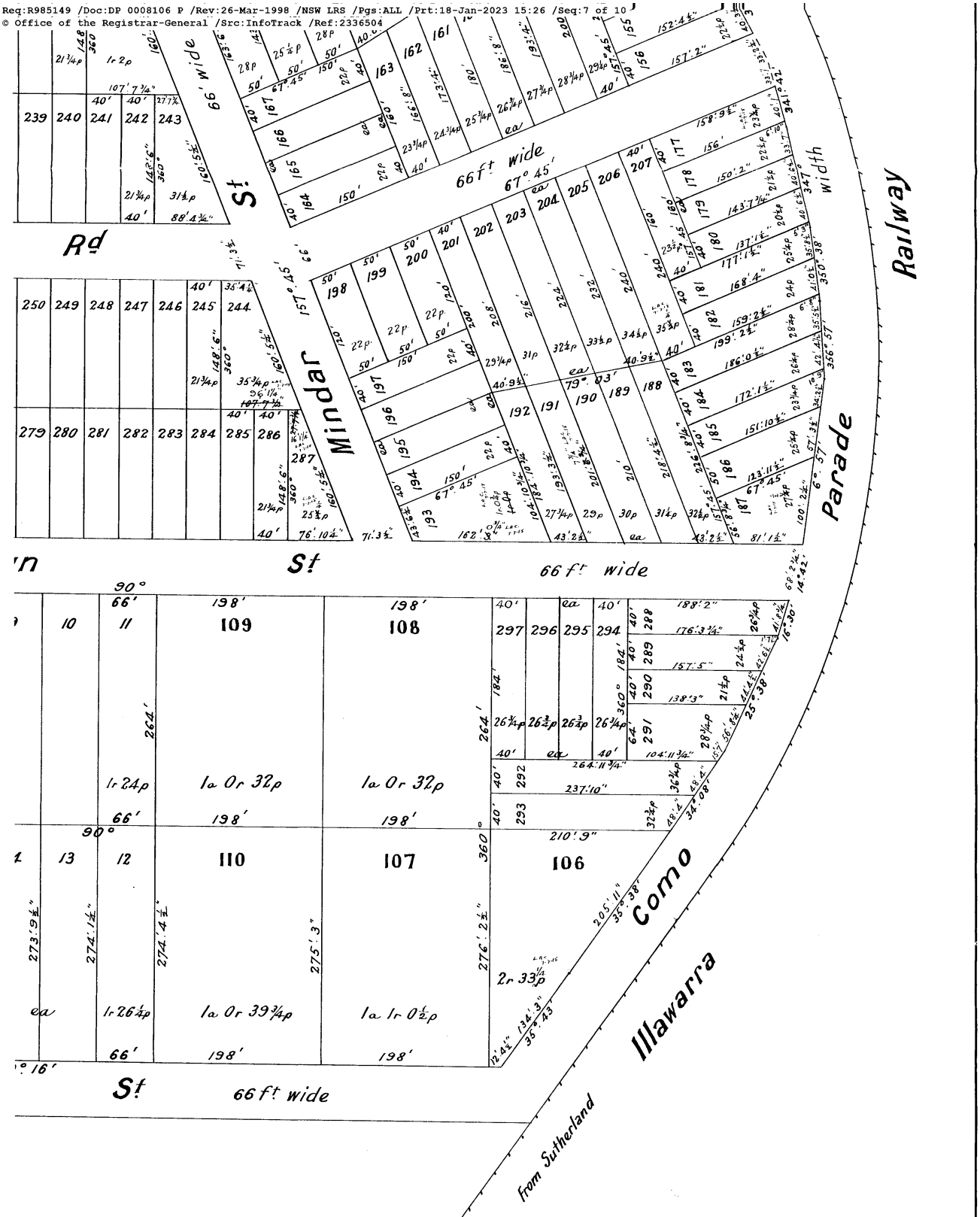
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A:184178, 24.6.15 (2 Sheets). DP 8106 sh 2/2 (E)

(A) EX. MINERALS - A155122
(B) EX. MINERALS - A162716
(C) EX. MINERALS - A162717
(D) EX. MINERALS - A162714



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This is the plan marked 'A' referred to in the declaration made before me this Second day of March 1915

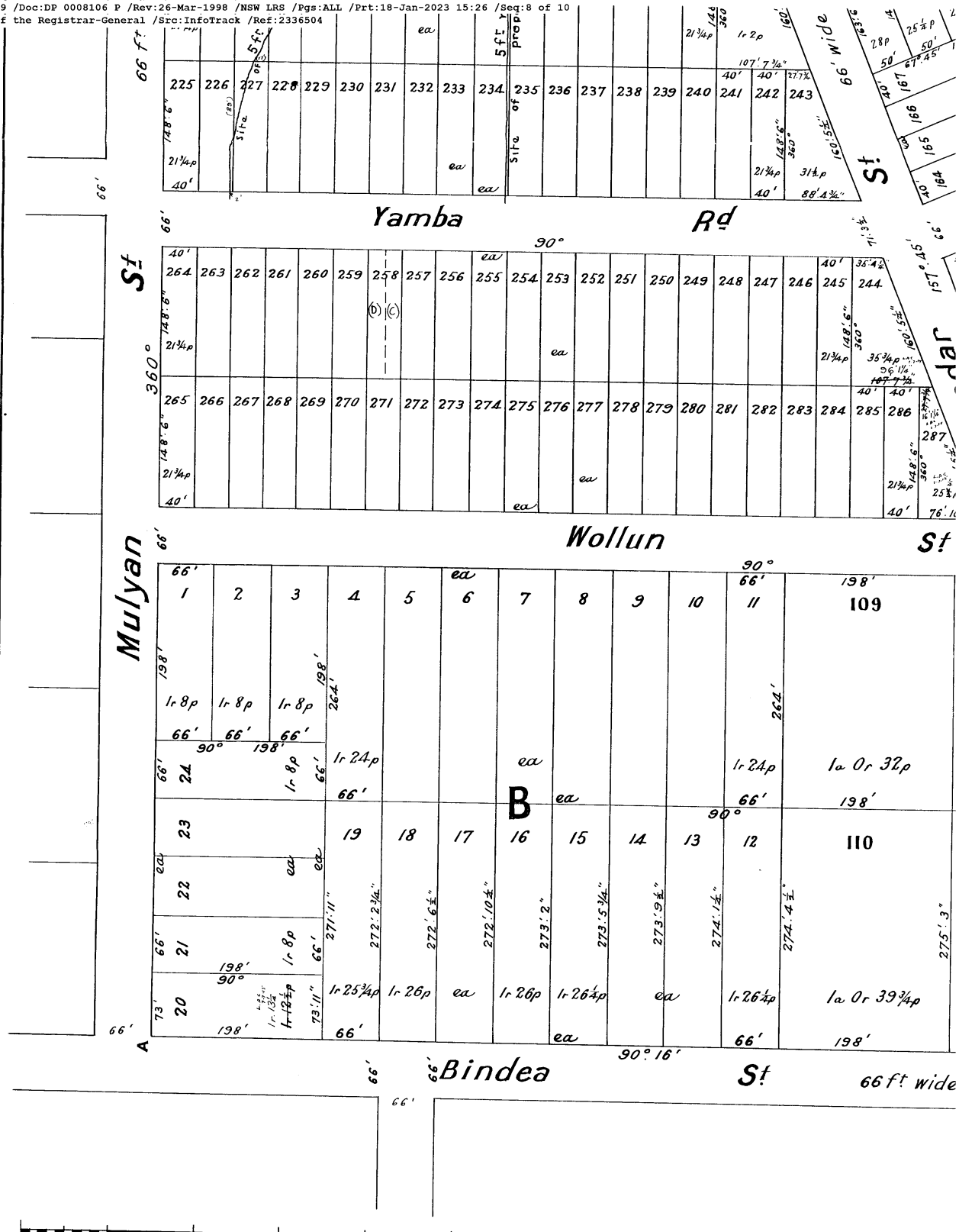
J.P.

PLAN AMENDED AT L.T.O. 11.5.89

D.P. 8106. 2/2.

DP 8106 sh 2/2

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 2/2

FEET	INCHES	METRES
1	7 1/2	0.495
2	-	0.61
5	-	1.525
5	2 1/4	1.58
5	3	1.6
6	8	2.03
6	10	2.085
10	-	3.05
10	9	3.275
12	4 1/2	3.77
15	-	4.57
15	7	4.75
16	1 1/4	4.91
17	-	5.18
18	4	5.59
18	7 1/4	5.67
19	1	5.815
21	9 1/4	6.635
21	10	6.655
21	10 1/2	6.665
24	-	7.315
25	6	7.77
27	4 3/8	8.34
27	7 3/4	8.425
28	9	8.765
33	1	10.085
33	2 1/4	10.115
33	2 1/2	10.12
33	7	10.235
34	2 1/2	10.425
35	-	10.67
35	4 1/4	10.775
35	5 1/2	10.81
35	8 1/2	10.885
36	-	10.975
36	2 1/4	11.03
36	7	11.15
37	-	11.28
40	-	12.19
40	1	12.215
40	3 1/4	12.275
40	6 1/2	12.355
40	6 5/8	12.36
40	9 1/2	12.435
41	0 1/2	12.51
41	4 3/8	12.61
41	6 1/4	12.655
41	8 3/4	12.72
42	4 1/2	12.915
42	6 1/2	12.965
43	2 1/2	13.17
43	6 1/4	13.265
43	7 1/2	13.295
44	4 1/2	13.525
45	-	13.715
46	-	14.02
46	8 1/2	14.235
46	10 3/4	14.295
47	9	14.555
48	-	14.63
48	4	14.73
50	-	15.24
54	0 1/4	16.465
54	6 1/2	16.625
56	8 1/4	17.28
56	8 3/4	17.29
57	3 1/2	17.46
57	8	17.575
58	8 1/4	17.89
63	3 3/4	19.3
64	-	19.505
66	-	20.115
68	2 3/4	20.795
68	8 3/4	20.95
71	3 1/2	21.73
73	-	22.25
73	11	22.53

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 2/2 CONTD

FEET	INCHES	METRES
74	6 1/4	22.715
76	10 1/4	23.425
81	1 1/2	24.725
88	4 3/4	26.945
89	-	27.125
93	-	28.345
93	2 1/4	28.405
96	1 1/4	29.29
100	2 1/4	30.535
101	2 1/4	30.84
101	9 1/2	31.025
102	-	31.09
104	10 3/4	31.97
104	11 3/4	32
107	7 3/4	32.81
117	-	35.66
120	-	36.575
120	1	36.6
123	11 1/2	37.78
127	9 1/4	38.945
132	10 3/4	40.505
134	3	40.92
136	-	41.455
137	1 1/2	41.795
138	0 1/2	42.075
138	3	42.14
142	4 1/2	43.395
142	10	43.535
143	1	43.61
143	7 3/4	43.785
144	4 1/4	44
145	5 1/4	44.33
147	7 1/4	44.99
148	6	45.265
150	-	45.72
150	2	45.77
151	10 1/2	46.29
152	4 1/2	46.445
156	-	47.55
156	7	47.725
157	2	47.905
157	5	47.98
158	6	48.31
158	9 1/2	48.4
159	2 1/2	48.525
160	-	48.77
160	5 1/4	48.9
160	5 3/4	48.915
161	6 1/4	49.23
162	0 3/4	49.395
162	6 1/4	49.535
163	6 1/4	49.84
164	1 3/4	50.03
166	8	50.8
167	9 1/4	51.14
168	4	51.31
168	6 3/4	51.38
172	1 1/2	52.46
173	4	52.83
174	10 3/4	53.31
176	3 3/4	53.74
177	1 1/2	53.99
180	-	54.86
184	-	56.08
184	10 3/4	56.36
185	7 3/4	56.58
186	0 1/2	56.71
186	8	56.9
188	2	57.35
193	3 1/4	58.91
193	4	58.93
193	5	58.95
196	4 3/4	59.86
198	-	60.35
199	2 1/2	60.72
200	-	60.96
201	7 3/4	61.46

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 2/2 CONTD

FEET	INCHES	METRES
205	11	62.76
207	1 3/4	63.14
208	-	63.4
210	-	64.01
210	9	64.24
216	-	65.84
217	10 3/4	66.41
218	4 1/2	66.56
218	8 1/4	66.66
223	4	68.07
224	-	68.28
226	8 3/4	69.11
227	11 1/2	69.48
228	8	69.7
230	-	70.1
231	10 1/2	70.68
232	-	70.71
232	6 3/4	70.88
237	2 1/4	72.29
237	2 1/2	72.3
237	10	72.49
240	-	73.15
241	10	73.71
264	-	80.47
264	11 3/4	80.77
271	11	82.88
272	2 3/4	82.98
272	6 1/2	83.07
272	10 1/4	83.17
273	2	83.26
273	5 3/4	83.36
273	9 1/2	83.45
274	1 1/4	83.55
274	4 1/2	83.63
275	3	83.9
276	2 1/2	84.19

AC	RD	P	SQ M
-	-	19 1/4	486.9
-	-	19 1/2	493.2
-	-	20 1/2	518.5
-	-	21 1/4	537.5
-	-	21 1/2	543.8
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/2	569.1
-	-	23	581.7
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25 1/4	638.6
-	-	25 3/4	651.3
-	-	26 1/4	663.9
-	-	26 3/4	676.6
-	-	27 1/2	695.6
-	-	27 3/4	701.9
-	-	28	708.2
-	-	28 1/4	714.5
-	-	28 3/4	727.2
-	-	29	733.5
-	-	29 1/4	739.8
-	-	29 1/2	746.1
-	-	29 3/4	752.5
-	-	30	758.8
-	-	30 1/2	771.4
-	-	31	784.1
-	-	31 1/4	790.4
-	-	31 1/2	796.7
-	-	32 1/4	815.7
-	-	32 1/2	822
-	-	32 3/4	828.3
-	-	33	834.7
-	-	33 1/2	847.3
-	-	33 3/4	853.6

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 2/2 CONTD

AC	RD	P	SQ M
-	-	34 1/2	872.6
-	-	35	885.2
-	-	35 1/4	891.6
-	-	35 3/4	904.2
-	-	36 1/4	916.9
-	-	36 3/4	929.5
-	1	3/4	1031
-	1	2	1062
-	1	8	1214
-	1	13 1/4	1347
-	1	24	1619
-	1	25 3/4	1663
-	1	26	1669
-	1	26 1/4	1676
-	2	33 1/4	2864
1	-	32	4856
1	-	39 3/4	5052
1	1	1/2	5071

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 1/2

FEET	INCHES	METRES
2	2	0.66
3	-	0.915
3	0 1/2	0.925
5	-	1.525
5	11 3/4	1.82
6	7	2.005
7	11	2.415
8	7 3/4	2.635
10	-	3.05
11	-	3.355
11	8 1/4	3.56
16	-	4.875
16	2 1/2	4.94
16	11 1/2	5.17
18	1	5.51
20	-	6.095
21	10 1/2	6.665
22	-	6.705
22	6	6.86
23	-	7.01
24	0 1/2	7.33
24	0 3/4	7.335
27	1 1/2	8.27
27	5 1/4	8.365
29	8	9.04
30	-	9.145
31	7 1/2	9.64
32	-	9.755
33	-	10.06
33	0 1/2	10.07
33	2 3/4	10.13
33	4	10.16
33	7	10.235
33	11	10.34
33	11 1/8	10.34
33	11 1/4	10.345
34	2 1/4	10.42
35	0 1/2	10.68
36	2 1/2	11.035
36	8 1/2	11.19
38	0 1/2	11.595
38	8	11.785
40	-	12.19
40	2	12.245
40	2 1/4	12.25
40	3 5/8	12.285
40	7	12.37
40	7 1/2	12.38
41	-	12.495
41	7 3/4	12.695
42	2	12.85
42	6	12.955
42	9 3/4	13.05
43	2 1/2	13.17
44	10	13.665
44	10 3/8	13.675
45	-	13.715
46	-	14.02
46	4 3/4	14.14
47	7 3/4	14.52
47	8 1/2	14.54
48	6	14.785
48	9 1/8	14.86
50	-	15.24
50	2 1/4	15.295
50	2 1/2	15.305
50	2 3/4	15.31
50	3 3/4	15.335
50	4 1/2	15.355
50	5 7/8	15.39
50	6	15.39
51	-	15.545
51	2	15.595
51	2 1/2	15.61
51	7 1/4	15.73
51	7 1/2	15.735
52	2 1/2	15.915

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 1/2 CONTD

FEET	INCHES	METRES
52	7 3/4	16.045
53	-	16.155
54	1 3/4	16.505
55	4 1/2	16.88
56	-	17.07
56	3	17.145
56	4	17.17
57	6	17.525
58	1 1/4	17.71
60	-	18.29
60	1 1/2	18.325
60	2 3/4	18.36
62	8 3/4	19.12
63	2 1/4	19.26
63	7 1/2	19.395
64	-	19.505
64	6	19.66
66	-	20.115
66	7 3/4	20.315
67	8 1/2	20.635
67	11 1/4	20.705
68	7 3/4	20.925
69	5 1/4	21.165
69	11 1/2	21.325
70	-	21.335
72	8 1/2	22.16
74	3 1/2	22.645
75	5 1/2	23
75	8	23.065
75	8 1/4	23.07
76	11 1/2	23.455
79	1 3/4	24.125
80	-	24.385
82	-	24.995
82	11 1/2	25.285
83	-	25.3
84	0 1/2	25.615
84	5 1/2	25.745
84	10 1/4	25.865
88	8 3/4	27.045
90	7 1/4	27.615
92	-	28.04
92	4	28.145
94	-	28.65
98	2	29.92
100	-	30.48
100	11 3/4	30.78
104	0 1/2	31.71
104	6 1/4	31.86
105	3 1/4	32.085
107	-	32.615
107	5 1/2	32.755
107	11	32.895
108	-	32.92
108	11 1/2	33.21
110	-	33.53
110	6 1/2	33.695
111	9 1/2	34.075
114	3 1/2	34.835
115	-	35.05
115	3 1/4	35.135
115	8	35.255
115	11 3/4	35.35
116	11	35.635
116	11 1/4	35.64
116	11 3/4	35.655
117	11	35.94
118	7	36.145
118	9	36.195
119	9	36.5
120	-	36.575
120	1 1/2	36.615
121	7 1/4	37.065
121	7 1/2	37.07
124	7	37.975
126	1 1/4	38.435
127	4	38.81

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 1/2 CONTD

FEET	INCHES	METRES
127	8 1/2	38.925
128	7 1/2	39.205
129	5	39.445
130	-	39.625
130	11	39.905
131	3 1/2	40.02
133	2	40.59
133	6	40.69
133	11	40.82
134	3 3/4	40.94
135	-	41.15
135	8	41.35
135	8 1/4	41.355
136	-	41.455
137	5 1/4	41.89
138	-	42.06
139	5 1/4	42.5
140	1 1/2	42.71
141	-	42.975
141	8 3/4	43.2
142	-	43.28
144	4 1/2	44.005
145	1	44.22
145	4 1/4	44.305
145	7	44.375
146	4	44.6
147	1	44.83
148	11 1/2	45.4
149	-	45.415
150	-	45.72
151	2 3/4	46.095
154	-	46.94
155	8 1/4	47.455
156	4 1/2	47.665
156	7 1/2	47.74
158	1 1/4	48.19
160	-	48.77
161	9	49.3
162	-	49.38
162	4 1/8	49.48
162	4 1/4	49.485
163	3	49.76
165	-	50.29
168	2 1/4	51.26
169	4 1/2	51.63
170	11 1/2	52.11
171	9 1/4	52.36
172	8 3/4	52.65
177	6	54.1
180	-	54.86
180	5	54.99
181	10	55.42
184	4 1/2	56.2
185	4 1/4	56.5
186	2 1/2	56.76
195	8 1/4	59.65
196	-	59.74
196	4 1/2	59.86
196	11 3/4	60.04
200	-	60.96
202	-	61.57
204	7	62.36
208	1 3/4	63.44
211	8 1/2	64.53
215	3	65.61
218	-	66.45
218	9 3/4	66.69
220	-	67.06
222	4 1/4	67.77
222	4 1/2	67.78
224	7 1/2	68.47
225	11	68.86
226	4	68.99
226	11 1/2	69.18
228	5 1/2	69.63
229	5 3/4	69.95
230	6	70.26

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 1/2 CONTD

FEET	INCHES	METRES
233	5 1/4	71.15
234	0 1/2	71.34
238	5 1/4	72.68
276	10	84.38
280	-	85.34
332	-	101.19
358	6	109.27
360	-	109.73
364	-	110.95
365	-	111.25
408	5 1/4	124.49
411	4 1/2	125.39
446	7	136.12
462	9 1/2	141.06
481	9	146.84
516	11	157.56
517	1 3/4	157.63
564	8	172.11
571	6	174.19
1169	1 3/8	356.35

AC	RD	P	SQ M
-	-	4 1/2	113.8
-	-	20 1/4	512.2
-	-	20 1/2	518.5
-	-	20 3/4	524.8
-	-	21	531.1
-	-	21 1/4	537.5
-	-	21 1/2	543.8
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	25	632.3
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 1/4	663.9
-	-	26 1/2	670.3
-	-	26 3/4	676.6
-	-	27 1/4	689.2
-	-	27 1/2	695.6
-	-	28 1/4	714.5
-	-	28 3/4	727.2
-	-	29 1/4	739.8
-	-	30 1/4	765.1
-	-	30 3/4	777.8
-	-	31 1/4	790.4
-	-	31 3/4	803
-	-	32 1/4	815.7
-	-	32 3/4	828.3
-	-	33 1/4	841
-	-	33 1/2	847.3
-	-	33 3/4	853.6
-	-	34	860
-	-	34 1/2	872.6
-	1	1/2	1024
-	1	2	1062
-	1	24 1/2	1631
-	1	30	1770
-	1	38 3/4	1992
-	2	-	2023
-	2	1	2049
-	2	5 1/4	2156
-	2	9 3/4	2270
-	2	9.77	2271
-	2	11 1/2	2314
-	2	19 1/4	2510

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 8106 SH 1/2 CONTD

AC	RD	P	SQ M
-	2	19 3/4	2523
-	2	26 1/2	2694

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NEW SOUTH WALES

A 162712 D

N.S.W. DEPARTMENT OF LANDS 4.3.15

MEMORANDUM OF TRANSFER

Real Property Act 1900

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty six years from the first day of July 1899 under the Memorandum of Lease registered Number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon In consideration of the sum of Four hundred and twentyseven pounds eighteen shillings and four pence paid by James Richard Hooper of Carlingford Farmer to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to section seven of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed signed by the Manager thereof And in further consideration of the sum of £450 paid to the said James Richard Hooper by Thomas Bernard Hooper of Manly Agent the receipt of which sum is hereby acknowledged by the said James Richard Hooper DOTH HEREBY at the request and by the direction of the said James Richard Hooper in exercise and in pursuance of the power and direction in section seven of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Thomas Bernard Hooper All the estate and interest of the registered proprietor in fee simple in the surface of All that parcel of land containing 14.1.2 situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated the Second day of May 1907 registered Volume 1776 Folio part of Crown Grant dated 3rd July 1884 regd Volume 839 Folio 89 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sublease No.A156322 dated the twentyeighth day of January 1915 from the Holt Sutherland Estate Company Limited to the said James Richard Hooper AND doth also transfer to the said Thomas Bernard Hooper all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No.50990 in and so far only as regards the land comprised in the said Sublease No.A156322 except and reserving unto the said Company and its assigns during the residue now to come and unexpired of the term of the

Req:R985150 /Doc:DL A162712 /Rev:02-Oct-1997 /NSW LRS /Pgs:ALL /Prt:18-Jan-2023 15:26 /Seq:2 of 4
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said Lease Number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease Number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease No.50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever AND I the said James Richard Hooper being the registered proprietor - under Sublease No.AI56322 for the consideration aforesaid do hereby transfer all my estate and interest in the said Sublease No.AI56322 to the said Thomas Bernard Hooper to the intent that the said Thomas Bernard Hooper may become the registered proprietor in fee simple of the surface lands comprised in the said Sublease No.AI56322 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue

Req:R985150 /Doc:DL A162712 /Rev:02-Oct-1997 /NSW LRS /Pgs:ALL /Prt:18-Jan-2023 15:26 /Seq:3 of 4
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of the lands comprised in the said Lease No.50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the said Act AND the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for nonpayment of rent and other powers and reservations in the said Lease contained in all respects as if this transfer had not been made.

IN WITNESS whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the twenty fourth day of February 1915

E COMMON SEAL of the Holt Sutherland
tate Company Limited was affixed -
e Directors present at a meeting of the Board of
roto by ~~order of the~~ Directors of
at Company held this twenty fourth day of -
1915 and such Directors thereupon
ness this transfer in the presence of.

H. Gardener
Secretary

Wm. J. Sandon
E. J. Simpson
Directors

I direct this Transfer

GNED in my presence by the said JAMES
CHARD HOOPER who is personally known
me

James Richard Hooper

Vernon Howard J.P. J.P.

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

GNED in my presence by the said THOMAS
RNARD HOOPER who is personally known
me

T. B. Hooper

W. L. Carter
Clerk to Minter Simpson & Co
Sydney.

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A162712 Transfer of lease and

MEMORANDUM OF TRANSFER of

14 ac 1 p 2 per Lots 89. 90 & 91 DP 7019 Shire of Pt Sutherland (Reserving Mines & Minerals)

Lodged by

MINTER, SIMPSON & CO.

Sydney.

Holt Sutherland Estate Co Ltd & J. R. Hooper Transferors

Thomas Bernard Hooper

Transferee

Particulars entered in the Register Book

Vol. 839 — Fol. 190

1976 — 29

and on Leases Nos 50990 & A156322 the 28th April 1915 at 4 o'clock in the afternoon.

Registrar General

	DATE.	INITIALS.
SENT TO DRAFTING BRANCH	5 MAY 1915	
RECEIVED FROM RECORDS	MAY - 5 P.M.	
DRAFT WRITTEN	APR 1915	
DRAFT EXAMINED		19.4.15
RETD. TO RECORDS (REQUISITN. / REGISTR.)		
DRAFT FORWARDED		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
DIAGRAM COMPLETE	17.5.15	
CERTIFICATE EXAMINED		17/5/15
ACCOUNTANT		
DEP. REGISTRAR GENERAL	MAY 20 1915	

VOL. 2514 FOL. 40

Please Consolidate with transfer marked (6) A162715 Mr Minter Simpson & Co

2/- Extra Amount fee to Pay.

RECD. 5-MAR. 1915 2.38 PM

MAY 5 - A.M.

Applicant:

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:23/0182	Delivery option:	
Certificate date:	18/01/2023	Your reference:	2336504

Property:

Lot 54 DP 8106
7 Inelgah Road COMO NSW 2226

Zone:

* Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

Notes:

(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

* Sutherland Shire Local Environmental Plan 2015
* SEPP (Building Sustainability Index: BASIX) 2004
* SEPP (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* SEPP No.65 - Design Quality of Residential Apartment Development
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021

Development Control Plans

Sutherland Shire Development Control Plan 2015

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

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:

a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

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

(a) The identity of the zone, whether by reference to-
(i) a name, such as “Residential Zone” or “Heritage Area” or

(ii) a number, such as “Zone No 2 (a)”,

(b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

(iii) Prohibited:

Any development not specified in item (i) or (ii)

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

No Additional Permitted Uses apply to this land.

(d) Do development standards apply 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?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

3. Contribution Plans

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

* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

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

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

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

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

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

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

Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying*

Development Codes) 2008.

Industrial and Business Buildings Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

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

This code is subject to a variation under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

As described in Schedule 3 of the SEPP, the complying development code is varied for every lot in the local government area of the Sutherland Shire that is in Zone R2 Low Density Residential as follows:

The Low Rise Housing Diversity Code is varied in its application by omitting clause 3B.10 and inserting the following instead-

3B.10 Floor space ratio

(1) The maximum floor space ratio for a building on a lot is the maximum floor space ratio for the building under Sutherland Shire Local Environmental Plan 2015.

(2) To avoid doubt, the definition of gross floor area in Sutherland Shire Local Environmental Plan 2015 applies for the purpose of calculating a maximum floor space ratio under this clause.

This variation to the Low Rise Housing Diversity Code ceases to have effect at the end of 2 October 2023.

The Low Rise Housing Diversity Code is varied in its application by inserting the following after clause 3B.23-

3B.23A Floor space ratio

(1) Despite clause 3B.23, the maximum floor space ratio for a building on a lot is the maximum floor space ratio for the building under Sutherland Shire Local Environmental Plan 2015.

(2) To avoid doubt, the definition of gross floor area in Sutherland Shire Local Environmental Plan 2015 applies for the purpose of calculating a maximum floor space ratio under this clause.

(3) This clause does not apply to the following

development-

(a) the erection or alteration of, or an addition to, a manor house,

(b) the erection or alteration of, or addition to, attached development that is related to a manor house.

This variation to the Low Rise Housing Diversity Code ceases to have effect at the end of 2 October 2023.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Fire Safety Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

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

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

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

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

General Exempt Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Advertising and Signage Exempt Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

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

No

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

No

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

No

(2) In this section—

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

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

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

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

No

(2) Is 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

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

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

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

11. Bush fire prone land

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

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

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

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

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

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

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

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

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

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

18. Orders Under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has 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?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

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

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

20. Western Sydney Aerotropolis

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

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

No

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

No

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

No

(d) in the "public safety area" on the Public Safety Area Map?, or

No

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

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

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

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

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

None found.

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

None found.

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

None found.

(4) In this section—

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

Any Other Prescribed Matter

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) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Strategic Planning

Sewer Service Diagram

Application Number: 8002199073

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

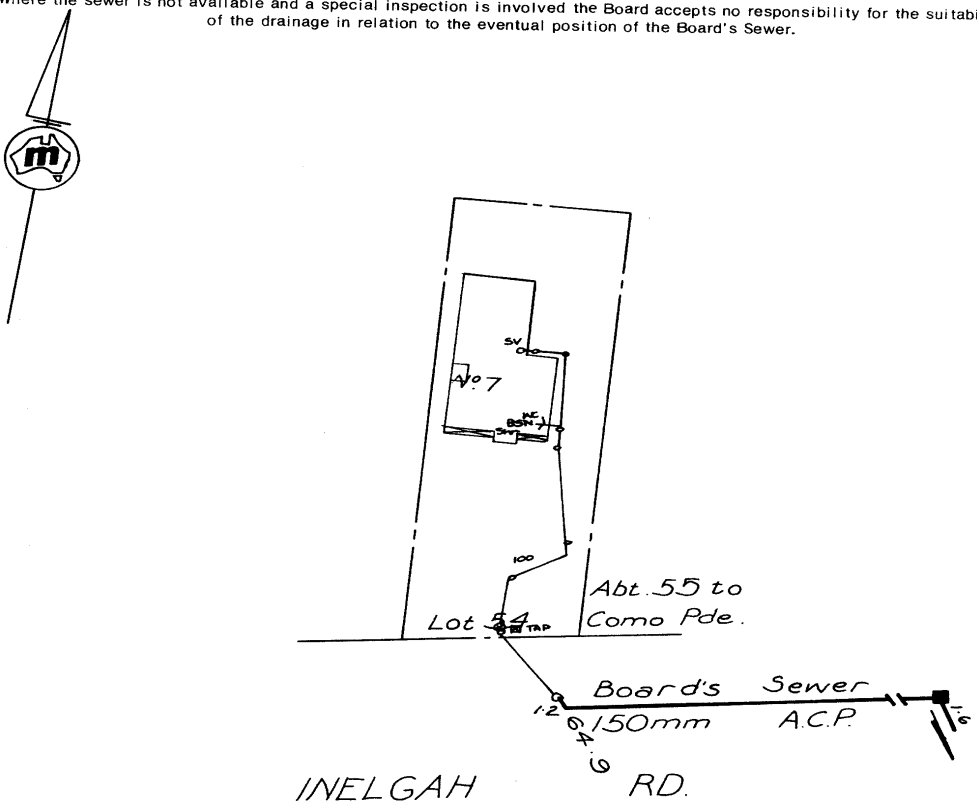
Municipality of Sutherland **No.** 313238 THOMAS

SYMBOLS AND ABBREVIATIONS

	Boundary Trap	RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
	Inspection Shaft		Cleaning Eye	MF	Mica Flap	Shr	Shower
	Pit	O VERT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
GI	Grease Intercepter	O VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
	Gully	O SVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
PT	P Trap	DCC	Down Cast Cowl	BW	Bath Waste	WM	Washing Machine

SEWER AVAILABLE

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



RATE No. ..... W.C.s .....

SHEET No. 11256 ..... U.C.s .....

Scale 1 : 500

..../...../.....
For House Services Engineer

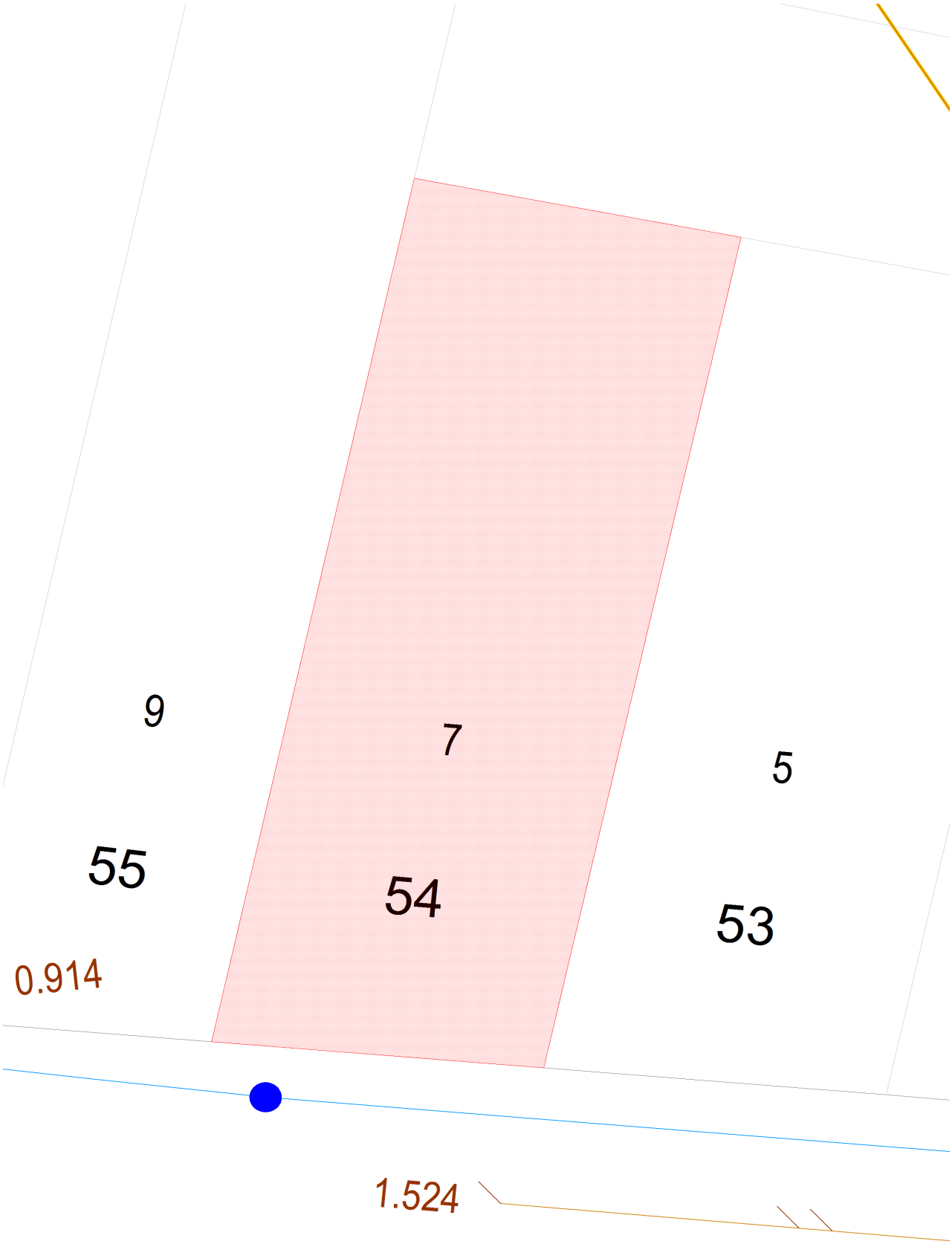
	DRAINAGE		BRANCH OFFICE	PLUMBING	
.....W.C.	Supervised by	Date		Supervised by	Date
.....Bth.					
.....Shr.	...../...../.....		Date...../...../.....		
.....Bsn.	Inspector			...../...../.....	
.....K.S.	Examined by		Outfall CR HL LL	Inspector	
.....T.			Drainer.....	249 675	
.....Plg.	...../...../.....				
Dge. Int.	Chief Inspector		Plumber.....		
Dge. Ext.	Tracing Checked...../...../.....		Boundary Trap ■ is not required		

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

Service Location Print

Application Number: 8002199061



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Disclaimer

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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
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

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

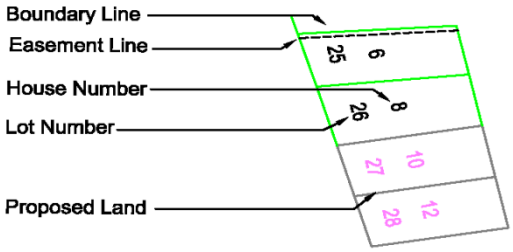
Vacuum Sewer

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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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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