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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Adrian William Real Estate** **270-276 King Street, Newtown NSW 2042** **Email: adrian@adrianwilliam.com.au**	**Phone: 1300 00 85 85** **Ref: Adrian Tsavalas**
co-agent		
vendor	**Jessica Elizabeth Schattner and Evan Donovan Blake**	
vendor's solicitor	**Conveyancing Solutions & Legal (NSW) Pty Ltd** **Suite 102, 35 Spring Street, Bondi Junction NSW 2022** **PO Box 1502, Bondi Junction NSW 1355** **Email: adam@conveyancingsolutions.com.au**	**Phone: 02 9387 2111 or 02 4754 1675** **Fax: 02 9387 2133** **Ref: AT:HG:19369**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**15 Foreman Street, Tempe NSW 2044** **Lot 9 in Deposited Plan 12992** **Folio Identifier 9/12992**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Garden Shed	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☒ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☐ clothes line	☒ other: Clothes Dryer, 2x Television brackets		

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."

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO ☐ yes
Nominated *Electronic Lodgment Network* (*ELN*) (clause 4):	PEXA
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒NO ☐ yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 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 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 print)
- ☒ 9 sewer lines location diagram (sewer 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
- ☐ 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 contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, 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 to resolve the dispute 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:

Australian Taxation Office	Local Council
County Council	Local Land Services
Department of Education	NSW Fair Trading
Department of Planning, Housing and Infrastructure	NSW Public Works
	Owner of adjoining land
Department of Primary Industries and Regional Development	Privacy
	Subsidence Advisory NSW
Electricity, gas and telecommunications	Transport agencies
Homes NSW	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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.

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. 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 Australian Taxation Office.

13 From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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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;
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* (15% as at 1 January 2025);
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 20 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 Sign*, *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 whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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 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 contract or management 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 s174 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 whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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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Conditions of Sale by Auction

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

(1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—

(a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,

(b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,

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

(d) if there is a disputed bid—

(i) the auctioneer is the sole arbitrator, and

(ii) the auctioneer's decision is final,

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

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

(g) a bid must not be made or accepted after the fall of the hammer,

(h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.

(2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—

(a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,

(b) subject to the condition prescribed by subsection (3)(a)—

(i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and

(ii) no other vendor bid may be made by the auctioneer or another person,

(c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—

(a) more than 1 vendor bid may be made to purchase the interest of a co-owner

(b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,

(c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,

(d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.

(4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—

The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—

(a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or

(c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

ADDITIONAL CONDITIONS IN CONTRACT FOR THE SALE OF LAND BETWEEN

Jessica Elizabeth Schattner and Evan Donovan Blake (Vendor/s) and

(Purchaser/s)

ENTIRE AGREEMENT

1.1 The Purchaser acknowledges that he does not rely on any warranty or representation made by the Vendor or the vendor's Agent except as are expressly provided for in this contract (including the annexures hereto).

1.2 The Purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this contract.

LATENT AND PATENT DEFECTS

2.1 The Property is sold in its present condition and state of repair and with all defects, if any, whether latent or patent.

2.2 The Purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the Property.

2.3 The Vendor whilst continuing in possession of the Property will use the same with all reasonable care PROVIDED HOWEVER that the Vendor's obligation as to appliances installed upon or within the Property shall be limited to normal repairs maintenance and servicing and not extended to replacement in the event of total breakdown unless such breakdown is occasioned by the neglect or willful damage of the Vendor.

2.4 The Purchaser represents and warrants that before entering into this contract, the Purchaser has inspected the Property and agrees to purchase the Property on an ‘as is, where is’ basis.

2.5 Notwithstanding anything hereinbefore contained, the Purchaser shall take Title subject to the existing (or lack of) water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto or make any requisition or claim for any compensation in respect thereof.

AMENDMENT TO STANDARD CONDITIONS

3.1 General Condition 7.1.1 is amended by deleting “5%” and inserting in its place “1%”.

3.2 General Condition 8.2 is amended by inserting words “or the Vendor’s obligations under the provisions of the Section 52A of the *Conveyancing Act 1919* and provided that the Purchaser has given the Vendor a notice in writing of the intention to terminate the contract if the breach is not rectified within 14 days of the service of the written notice and the Vendor does not rectify that breach within the time stipulated in the notice” after a word “contract”.

3.3 General Condition 13.7.3 is to be inserted as follows:

“13.7.3 This clause is an essential term of the Contract and shall not merge on completion.”

3.4 General Condition 14.2 is amended by inserting the following sentence after the word "completion":-

"The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such apportionment and adjustment"

3.5 General Condition 14.4.2 is deleted in its entirety and replace with the following:

The land tax adjustable in respect of the property is calculated on a proportional basis, being the amount calculated in accordance with the following formula:

Adjustable Land Tax Amount = Total Actual Land Tax Payable × (Land Tax Taxable Value / Aggregated Taxable Land Value)

where:

- ***Total Actual Land Tax Payable*** *is the total land tax assessed and payable by the vendor for the relevant land tax year across all holdings;*
- ***Land Tax Taxable Value*** *is the taxable land value of the property determined by the Valuer-General for that land tax year; and*
- ***Aggregated Taxable Land Value*** *is the total aggregated taxable land value of all land owned by the vendor subject to land tax for that land tax year.*

3.6 General Condition 23.5.2 is amended by deleting the words "but is disclosed in this contract".

3.7 General Condition 23.6.1 is amended by deleting the word "determined" and inserting in its place the word "due" and deleting the words "even if it is payable by instalments".

3.8 General Condition 23.6.2 is amended by deleting the word "determined" and inserting in its place the word "due".

3.9 General Condition 23.7 is deleted.

3.10 General Condition 23.9.1 is deleted.

3.11 General Condition 23.13 is amended by deleting the word "vendor" and replace it with the word "purchaser".

3.12 General Condition 23.14 is amended by deleting the numeric "7" and replace it with the numeric "2".

3.13 General Condition 23.17 is deleted.

3.14 General Condition 25 is deleted.

3.15 General Condition 31.4 is deleted.

PARTICULARS OF TITLE AND TRANSFER

4.1 The Purchaser acknowledges that, unless otherwise advised by the Vendor, sufficient particulars of title for the preparation of a transfer of the Land are contained in this contract.

4.2 The Purchaser shall not require the Vendor to provide any further Statement of Title.

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

5. The Purchaser acknowledges and warrants to the Vendor that he or she was not introduced directly or indirectly to either the Vendor or the property by any person or agent other than

the agent referred to on the front page of this contract and the Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and against any claim or demand for commission or remuneration by any such person or agent other than the Vendor's Agent as a result of the Purchasers breach of this warranty. It is acknowledged that this clause shall not merge on completion.

INTEREST - DELAYED COMPLETION

6.1 If for any reason except the neglect or default of the Vendor, the purchase is not completed on or before the completion date 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 interest on the balance of the purchase price from but not including the Completion Date stipulated on this contract to and including either the date of completion or payment or the date of termination (whichever first occurs) at the rate of ten per centum (10%) per annum and any payment is without prejudice and in addition to any other legal remedy the Vendor may have by reason of such default.

6.2 It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest from the purchase money and liability for rates and outgoings.

6.3 This clause 6 is an essential term of this Contract.

NOTICE TO COMPLETE

7.1 Completion of this contract shall take place within the time limit stipulated herein. Should completion not take place within that time, then the non-defaulting party shall be at liberty to issue a Notice to Complete on the other party calling for completion within fourteen (14) days from the date of service of such Notice. The parties agree that should such a Notice be issued, the period of fourteen (14) days is deemed to be reasonable and sufficient and in this regard time shall be of the essence. The party that issues the notice shall also be at liberty to withdraw such Notice and re-issue another one at any time.

7.2 If the purchaser does not complete by the Completion date through no fault of the vendor and the Vendor serves a Notice to Complete on the purchaser, then the purchaser will pay the sum of $385.00 (GST inclusive) to the Vendor on completion as reimbursement of the additional legal costs incurred by the Vendor for the preparation and issuing of the Notice to Complete. Payment of this sum is an essential term of this contract.

INVESTMENT OF DEPOSIT

8. If the depositholder is the Vendor's solicitor, the Vendor and Purchaser acknowledge and agree that the deposit will not be invested and will be dealt with in accordance with this contract.

REQUISITIONS ON TITLE

9.1 The requisitions to be made by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this contract.

9.2 Such requisitions shall be deemed to have been served by the Purchaser on the date of this contract.

INCAPACITY

10.1 If either the Vendor or the Purchaser (and, if comprising more than one person, any one or more of them) before completion dies, is found by a Court of competent jurisdiction to be incapable of administering his estate or affairs, commits an act of bankruptcy, is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors, then either party may rescind the Contract and Clause 19 of the Contract shall apply; or

10.2 If the Purchaser is a company resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager or receiver appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors, then the Purchaser is in default of this Contract, and the Vendor can terminate this Contract.

GUARANTEE

11. If a company is the purchaser the officers or persons must sign a Guarantee attached to the contract and marked Annexure "A". Signing on behalf of the company or in whose presence its seal is affixed ("the guarantors") jointly and severally guarantee all the obligations of the purchaser under this contract including the payment of the price. The guarantors jointly and severally indemnify the vendor in respect of any default of the purchaser under this contract. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this contract between the vendor and the purchaser.

SECTION 184 OR SECTION 26 CERTIFICATE

12. The Vendor authorises the Purchaser to obtain the certificate under the Section 184 of the Strata Scheme Management Act 2015 or the certificate under the Section 26 of the Community Land Management Act 1989. A copy of this certificate must be furnished to the Vendor's representative prior to settlement.

DELAYED SETTLEMENT

13. For each occasion that the settlement does not take place on the scheduled day due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $275.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

ADJUSTMENTS

14.1 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error has been made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

14.2 The PEXA Transfer Guidelines requires settlement adjustment figures to be provided 5 business days prior to completion. The Purchaser will be required to provide the settlement adjustment sheet and all required authority certificates at least two (2) clear business days before settlement or the Purchaser will allow to the Vendor the sum of $150.00 plus GST as a genuine pre-estimate of the additional legal expenses.

ELECTRONIC SETTLEMENT

15. If this contract nominates an electronic transaction, the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National

Law. In the event that the purchaser's solicitor/conveyancer is unable or unwilling to settle this matter on the PEXA Platform, then the purchaser agrees to allow the vendor's solicitor reasonable expenses in the sum of $350.00 plus GST to attend settlement at either the office of the vendor or the vendor's mortgagee on title. These expenses are a genuine pre-estimate of actual expenses incurred by the vendor's solicitor/conveyancer if settlement does not take place electronically.

DUTY

16. The purchaser must pay all duty payable on this contract and any document contemplated by this contract under the *Duties Act 1997*, within the time permitted by that Act. This clause does not merge on completion.

SECTION 10.7 (2) CERTIFICATE

17. The Vendor declares and the Purchaser agrees to make no claim, requisition, demand or to seek to rescind this Contract on the basis of the date of issue of the Section 10.7 (2) Certificate, and in particular with regard to the contents therein regarding whether complying development can be carried out on the land.

WATER AUTHORITY CERTIFICATE

18.1 Annexed hereto is a copy of Sewerage Service Diagram and/or Sewer Reference Sheet issued by the Water Board in relation to the property and the Purchaser shall make no objection, requisition or claim for compensation in respect of any matter disclosed or referred to in such diagram and/or sheet or should it be established that any roof or surface water drainage is connected to the Water Board's sewer.

BUILDING CERTIFICATE

19. Subject to Section 52A of the *Conveyancing Act 1919* and its Regulations if the Purchaser applies for a building certificate pursuant to Part 6, Division 6.7 of the *Environmental Planning and Assessment Act 1979* (and as amended thereafter) (Building Certificate), he must do so at his own cost and:

a) If the local council refuses or fails to issue the Building Certificate, that refusal or failure, or the facts upon which such refusal or failure are based, will not be a defect in the Vendor's title to the Property and the Purchaser must take title despite that council's refusal or failure or facts; or

b) If the local council requires work to be done on the property as a condition of issuing a Building Certificate, or issues a Building Certificate but requires work to be carried out, the Purchaser must not make any claim against the Vendor nor *terminate* nor delay completion of this Contract because of either requirement.

EXCHANGE ON ELECTRONIC SIGNATURES

20.1 The parties agree and accept, for the purposes of exchange of Contracts, signatures of either the Vendor or the Purchaser which are in the form of electronic signatures as sufficient evidence to proceed to exchange.

20.2 Following exchange, the Vendor's representative will email to the Purchaser's representative a copy of the Vendor's signed and dated exchange Contract.

20.3 For the purposes of the Electronic Transactions Act 2000 (NSW) each party may rely on the electronic version of the dated contract signed by the other party as a binding exchanged Contract.

20.4 The parties agree that it will not be necessary to post or otherwise send a hard copy of the exchanged Contract to the other party following exchange provided that the electronic copy has been submitted by the party's legal representative.

LAND TAX CLEARANCE

21.1 In the event the Vendor serves a land tax certificate showing a charge on the land, the Vendor must on completion (including all penalties, interests relating thereto) make an allowance in favor of Revenue NSW for the purpose making a payment of the land tax liability for this property which shall be paid from the settlement proceeds via the Electronic Lodgment Network nominated herein.

21.2 The Vendor shall, within 3 business days following the settlement, provide the Purchaser with an updated land tax certificate confirming the clearance of the liability.

21.3 The Purchaser will not require the Vendor to pay the outstanding land tax prior to settlement.

21.4 The parties acknowledge and agree that this clause has provided reasonable arrangements for the clearance of land tax at settlement, the Vendor shall not be regarded as not ready, willing and able to complete the contract due to the land tax being outstanding.

DEPOSIT REQUIRED AT SETTLEMENT

22.1 If the Vendor requires the deposit to be made available at completion of the sale of the property to enable the Vendor to complete a simultaneous purchase of another property or to discharge the Vendor's liability or liabilities under any mortgage or caveat registered on title associated with the property, the Purchaser agrees to authorise the deposit holder to have the deposit available at settlement by transferring it to the trust account of Conveyancing Solutions & Legal to enable the deposit money to be uploaded on the Nominated Electronic Lodgement Network for settlement.

22.2 Subject to clause 22.1 herein, the selling agent may transfer the deposit money or any part of it as requested by the Vendor to the trust account of Conveyancing Solutions Legal upon written request, without any further authority from the Purchaser or the Purchaser's solicitor or conveyancer.

EXTENSION OF COOLING OFF PERIOD

23. In the event there is a request for an extension to the cooling off period by the purchaser, the purchaser shall on completion pay an amount of $280.00 (plus GST) as compensation to the Vendor for additional legal costs incurred.

PAYMENT OF PART DEPOSIT

24. If the purchaser has received the Vendors written consent and entered into this Contract upon payment of a sum less than ten percent (10%) of the purchase price, the Purchaser acknowledges that:

a) The deposit shall be paid as follows:

i. $ on the date hereof; and

ii. The balance payable on the completion date;

b) If:

i. the Purchaser fails to complete this Contract in accordance with its terms and conditions; or

ii. if the Vendor becomes entitled to terminate this Contract;

the Vendor shall, in addition to the rights and remedies conferred on him by law or equity, have the right to sue for and recover as a debt due from the Purchaser the difference between ten percent (10%) of the purchase price and the amount actually paid.

RELEASE DEPOSIT

25. Notwithstanding the provisions of clause 2.1 herein the Purchaser hereby consents to all or portion of the Deposit being released for use by the Vendor for any of the following purposes:-

25.1 the Vendor paying a deposit on its purchase of a property; and/or

25.2 the Vendor paying stamp duty on its purchase of a property;

The Purchaser hereby authorises the release as aforesaid and the Vendor shall prior to requesting release of the Deposit give notice to the Purchaser of the amount to be released and to whom it will be paid.

SETTLEMENT CLOSURE PERIOD

26.1 If settlement period specified on the front page of this contract (Due Date) is on a date that is between 19 December 2026 and 17 January 2027 (both dates inclusive) (Christmas Closure) then the completion date shall be deemed to be on 18 January 2027.

26.2 If the Due Date is on a date that is prior to the Christmas Closure and completion does not occur prior to the Christmas Closure, then:

a) The completion date shall be moved to 18 January 2027;

b) If the completion is delayed due to the default of the purchaser and through no fault of the vendor, then the purchaser confirms for the avoidance of doubt that it shall be liable for interest pursuant to Special Condition 6 from the Due Date until the completion date; and if the contract requires a Land Tax adjustment, Land Tax shall also be adjusted for the 2027 land tax year as at the completion date, even if the purchaser was in a position to settle earlier than 18 January 2027; and

c) If the vendor or the purchaser is not at fault, then that party shall be entitled to issue a Notice to Complete in accordance with Special Condition 7 at any time after the Due Date, but cannot nominate a completion date therein any earlier than 14 days from the date of issue and 18 January 2027 (whichever is the later).

VENDOR DISCLOSURE

27. The Vendor expressly discloses and the Purchaser acknowledges in accordance with section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations 2000 (as amended), that the following works have been undertaken without the approval of Inner West Council (the Council):

(a) Pergola

(the Works)

The Purchaser warrants to the Vendor that the Purchaser would have entered into this Contract even if there is a matter in relation to the Works that would justify the making of an upgrade or demolition order in respect of the Works by the Council.
The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or have any right of rescission or termination by reason of the facts disclosed in this provision.

…… ……

(SIGNED) Vendor (SIGNED) Purchaser

Annexure "A" Director's Guarantee

Vendor: **Jessica Elizabeth Schattner and Evan Donovan Blake**
Purchaser:
Property: **15 Foreman Street, Tempe NSW 2044**

I, _____ (the "Guarantor") being Director of _____ ACN _____ a Company incorporated in the State of New South Wales ("hereinafter called "the Purchaser") in consideration of _____("the Vendor") at my request agreeing to sell the property described in this Contract to the Purchaser, DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchaser of all the terms and conditions of the within Contract and do further covenant and agree that I will indemnify and keep the Vendors indemnified against any loss and damage howsoever arising which the Vendors may suffer in consequence of any failure of the Purchaser to perform its obligations under the within Contract.

Where two or more guarantors are named herein their liability under this guarantee shall be joint and several.

The Guarantor acknowledges prior to execution hereunder that he/she has read and understood as evidence by his/her signature hereto the terms and conditions of the Contract for Sale in its entirety.

SIGNED by)
the Guarantor in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

SIGNED by)
the Guarantor in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919

I of

hereby certify as follows:-

(a) I am a Conveyancer/Solicitor currently licensed/admitted to practice 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 15 Foreman Street, Tempe NSW 2044 between Jessica Elizabeth Schattner and Evan Donovan Blake 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 2026

SIGNED

Australian Government
Australian Taxation Office

MR EVAN BLAKE
15 FOREMAN STREET
TEMPE NSW 2044

Our reference: 7175147466900
Phone: **13 28 66**

6 October 2026

Your Clearance certificate for Australian Residents – foreign resident capital gains withholding

› Purchasers are not required to withhold and pay foreign resident capital gains withholding (FRCGW)
› Provide a copy of this letter to the purchaser and keep a copy for your records

Dear EVAN,

We have decided that purchasers aren't required to withhold and pay FRCGW. Your clearance certificate is below:

Notice number	2411276917875
Vendor name	EVAN BLAKE Clearance certificates are issued in the legal name on our system. If the vendor's name has changed, update the vendor's name on our system **before** applying. There are limited circumstances where this may not be required. For more information search **QC 103607** on ato.gov.au
Clearance Certificate Period	6 October 2026 to 6 October 2027 Clearance certificates are valid for 12 months from their date of issue.

The purchaser may rely on the clearance certificate as long as:

› the date it's made available to the purchaser is within the period stated on the certificate, and
› the certificate period covers some of the time the transaction is in effect. The transaction is in effect from the contract date through until the settlement date.

Need help?

If you have any questions, you can phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

For more information

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

For information about our commitments to you and what we ask of you, go to ato.gov.au/atocharter

To get your clearance certificate online, you can:

› log in to **myGov**, go to **ATO online services**
› **My profile** menu go to **Communication**
› then **History**.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Need help using our services?

We can support you in different ways:

› **In different languages** – call the Translating and Interpreting Service on **13 14 50** from 8:00 am to 6:00 pm, Monday to Friday to speak with us.
› **First Nations support** – call our Indigenous Helpline on **13 10 30** for help with tax and super.
› **If you are deaf, hard of hearing or have a speech communication difficulty** – use the National Relay Service at accesshub.gov.au and provide the ATO phone number you want to call.

To find out more about these services, visit ato.gov.au/accessibility

Yours sincerely,
Ben Kelly
Deputy Commissioner of Taxation

Australian Government
Australian Taxation Office

MISS JESSICA SCHATTNER
15 FOREMAN STREET
TEMPE NSW 2044

Our reference: 7175147363193
Phone: **13 28 66**

6 October 2026

Your Clearance certificate for Australian Residents – foreign resident capital gains withholding

› Purchasers are not required to withhold and pay foreign resident capital gains withholding (FRCGW)
› Provide a copy of this letter to the purchaser and keep a copy for your records

Dear JESSICA,

We have decided that purchasers aren't required to withhold and pay FRCGW. Your clearance certificate is below:

Notice number	2411276915337
Vendor name	JESSICA SCHATTNER Clearance certificates are issued in the legal name on our system. If the vendor's name has changed, update the vendor's name on our system **before** applying. There are limited circumstances where this may not be required. For more information search **QC 103607** on ato.gov.au
Clearance Certificate Period	6 October 2026 to 6 October 2027 Clearance certificates are valid for 12 months from their date of issue.

The purchaser may rely on the clearance certificate as long as:
› the date it's made available to the purchaser is within the period stated on the certificate, and
› the certificate period covers some of the time the transaction is in effect. The transaction is in effect from the contract date through until the settlement date.

Need help?

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Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

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The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Need help using our services?

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› **If you are deaf, hard of hearing or have a speech communication difficulty** – use the National Relay Service at accesshub.gov.au and provide the ATO phone number you want to call.

To find out more about these services, visit ato.gov.au/accessibility

Yours sincerely,
Ben Kelly
Deputy Commissioner of Taxation

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor : Jessica Elizabeth Schattner and Evan Donovan Blake
Property : 15 Foreman Street, Tempe NSW 2044
Purchaser :
Dated :

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989*.

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

18. If a swimming pool is included in the property:
  (a) when did construction of the swimming pool commence?
  (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  (d) are there any outstanding notices or orders?
  (e) If a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract.
  (f) Originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

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

Affectations

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

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

22. Has the vendor any notice or knowledge that the property is affected by the following:
  (a) any resumption or acquisition or proposed resumption or acquisition?
  (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  (e) any realignment or proposed realignment of any road adjoining the property?
  (f) any contamination?

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

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

Capacity

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

Requisitions and transfer

26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/12992

SEARCH DATE	TIME	EDITION NO	DATE
30/9/2026	1:17 PM	3	22/8/2022

LAND

LOT 9 IN DEPOSITED PLAN 12992
AT TEMPE
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP12992

FIRST SCHEDULE

JESSICA ELIZABETH SCHATTNER
EVAN DONOVAN BLAKE
AS JOINT TENANTS (T AS408955)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AS408956 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

19369... PRINTED ON 30/9/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 30/09/2026 13:17:07

Reg:R689397 /Doc:DP 0012992 P /Rev:19-Feb 2019 /NSW LRS /Prt:20-Apr-2022 11:49 /Seq:1 of 2
© Office of the Registrar-General /Src:HAZLETT /Ref:AGB-AGB-VASSILI-222105

Municipality of St Peters

BIG1531 17.12.24

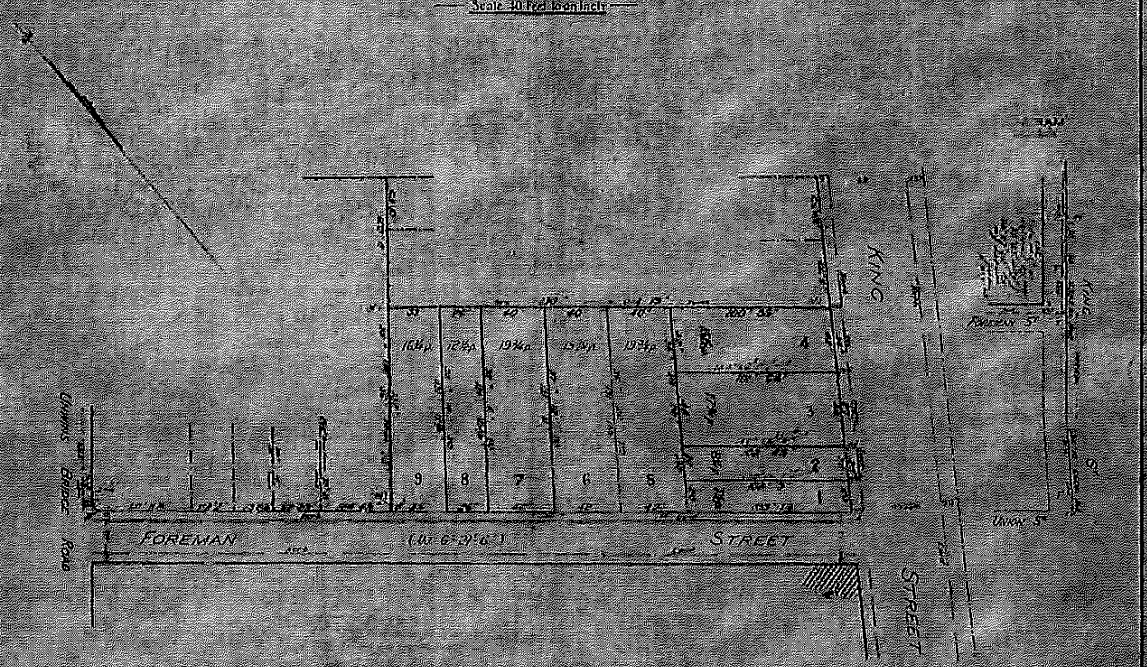
PLAN

of Subdivision of Land in C.T. Vol. 443 Fol. 25

Parish of Petersham County of Cumberland

Scale 10 Feet to an Inch

DP 12992

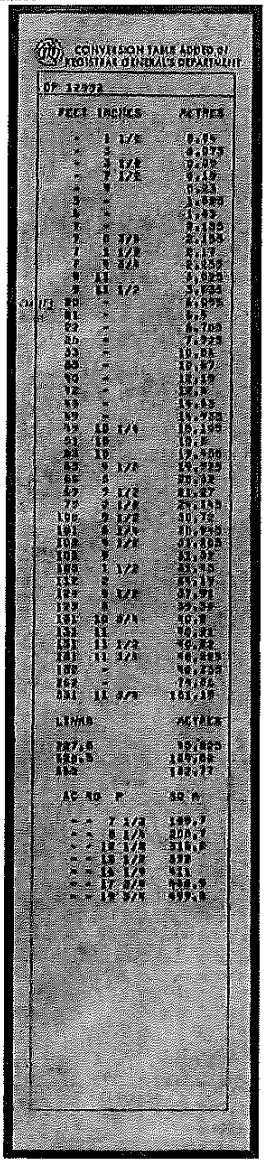


Date of Survey [illegible]

Subscribed and declared before me at Sydney this 13th day of August 40 [illegible]

[illegible]

Req:R609397 /Doc:DP 0012992 P /Rev:19-Feb-2019 /NSW LRS /Prt:30-Apr-2022 11:49 /Seq:2 of 2
© Office of the Registrar-General /Src:HAZLETT /Ref:MSH-AGB-VASSILI 222105



CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

DP 12992

POLES	LINKS	METRES
"	1 1/2	8.08
"	2	8.079
"	3 1/2	9.09
"	7 1/2	9.10
"	9	9.091
"	10	1.009
"	11	10.10
"	12	9.192
"	8 1/2	2.155
"	1 1/2	9.17
"	2 1/2	2.159
"	11	3.029
"	11 1/2	3.233
80	"	4.995
81	"	9.1
82	"	4.705
83	"	7.923
84	"	10.21
85	"	10.17
86	"	10.19
87	"	10.2
88	"	10.63
89	"	10.933
90	10 1/4	10.199
91	10	10.2
92	10	10.506
93	9 1/2	10.919
94	9	10.918
95	2 1/2	11.27
96	2 1/2	29.155
100	2 1/2	30.78
101	8 1/4	30.965
102	8 1/2	31.805
103	9	31.82
104	1 1/2	85.45
112	2	85.13
113	8 1/2	87.91
114	8	92.29
121	10 9/4	10.8
122	11	10.21
121	11 1/2	46.82
123	11 3/4	46.885
180	"	90.259
262	"	75.184
331	11 3/4	161.19

LINKS	METRES
227.5	15.025
1241.5	115.08
100	102.07

AC RD P	SQ M
" " 7 1/2	189.7
" " 8 1/2	208.7
" " 12 1/2	318.8
" " 13 1/2	338
" " 15 1/2	388
" " 17 2/2	448.8
" " 18 3/4	497.8

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/4293

Fee: $62.00

Certificate Date: 30/09/2026

Applicant	Owner (as recorded by Council)
Conveyancing Solutions Legal 503, 3 Waverley Street BONDI JUNCTION NSW 2022 info@conveyancingsolutions.com.au	J E Schattner & E D Blake

Subject property address (if applicable)	Legal description
15 Foreman Street TEMPE NSW 2044	Lot 9 DP 12992

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979 ("the Act")* and Schedule 2 of the *Environment Planning and Assessment Regulation 2021,* the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Marrickville Development Control Plan 2011

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Inner West Development Control Plan

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide residential development that maintains the character of built and natural features in the surrounding area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation, Centre-based child care facilities; Dwelling houses; Group homes; Home business; Home industries; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boarding houses; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

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

NO

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

2. Zoning and land use under relevant environmental planning instruments

NO

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
   - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
   - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
   (a) The name of this region is the Greater Sydney region.
   (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

   Continued 7.23 determination means a s7.23 determination that –
   (a) Has been continued in force by the Act, Schedule 4, Part 1, and
   (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

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

Housing Code

NO. Complying Development may not be carried out on this land because the land is:

- In the 25 ANEF contour or a higher ANEF contour. **Note**: unless complying development cannot be carried out on this land for another reason (e.g. the site is a heritage item), then development for the erection of, alteration of, or addition to ancillary development, attached development or detached development may be carried out on the land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

NO. Complying Development may not be carried out on this land because the land is:

- In the 25 ANEF contour or a higher ANEF contour. **Note**: unless complying development cannot be carried out on this land for another reason (e.g. the site is a heritage item), then development for the erection of, alteration of, or addition to ancillary development, attached development or detached development may be carried out on the land subject to an assessment of compliance with the requirements of the SEPP.

Pattern Book Development Code

NO. Complying Development may not be carried out on this land because the land is:

- In the 25 ANEF contour or a higher ANEF contour. **Note**: unless complying development cannot be carried out on this land for another reason (e.g. the site is a heritage item), then development for the erection of, alteration of, or addition to ancillary development, attached development or detached development may be carried out on the land subject to an assessment of compliance with the requirements of the SEPP.

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

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

NO

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

NO

In this section—

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

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

Is the land 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?

a) Land slip	**NO**
b) Bushfire	**NO**
c) Tidal inundation	**NO**
d) Subsidence	**NO**
e) Acid sulfate soils	**NO**
f) Contamination	**NO**
g) Aircraft noise	**YES** - The land has been identified in an ANEF contour greater than 25. Clause 6.8 of the *Inner West Local Environmental Plan 2022* restricts development on land within certain ANEF contours.
h) Salinity	**NO**
i) Coastal hazards	**NO**
j) Sea level rise	**NO**

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

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

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

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

NO

17. Biodiversity certified land

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

NO

18. Orders under *Tree (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

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

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

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

   NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

   NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

   NO

23. Water or sewerage services

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

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

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

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

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



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Sydney WATER

Sewer Service Diagram

Application Number: 8001592219

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

H8.73.

SEWERAGE SERVICE DIAGRAM

Municipality of Marrickville **No.** 582145

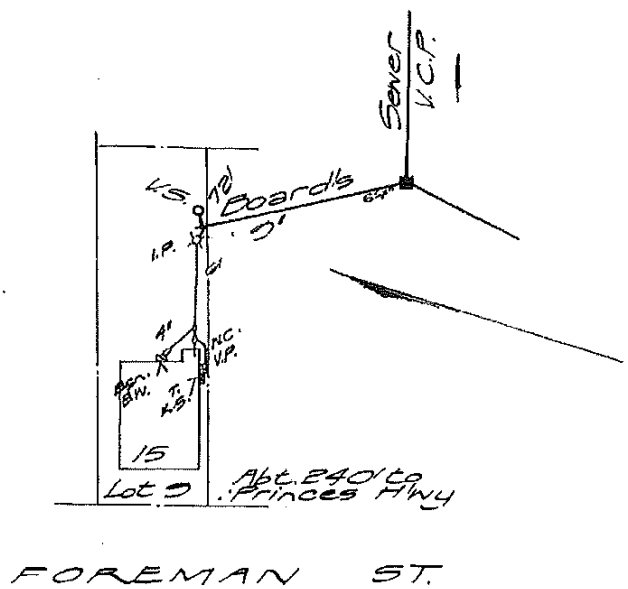
SYMBOLS AND ABBREVIATIONS

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

SCALE: 40 FEET TO AN INCH.

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 _____ U.C.s _____ _____ 19____

SHEET No. 3239 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth		/ /	Date / /		/ /
Shr	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by	/ /	Drainer	699 405	
K.S.					
T.	Chief Inspector		Plumber		
Pig.					
Dge. Int.	Tracing Checked	/ /	Boundary Trap is/~~is not~~ required		
Dge. Ext.					

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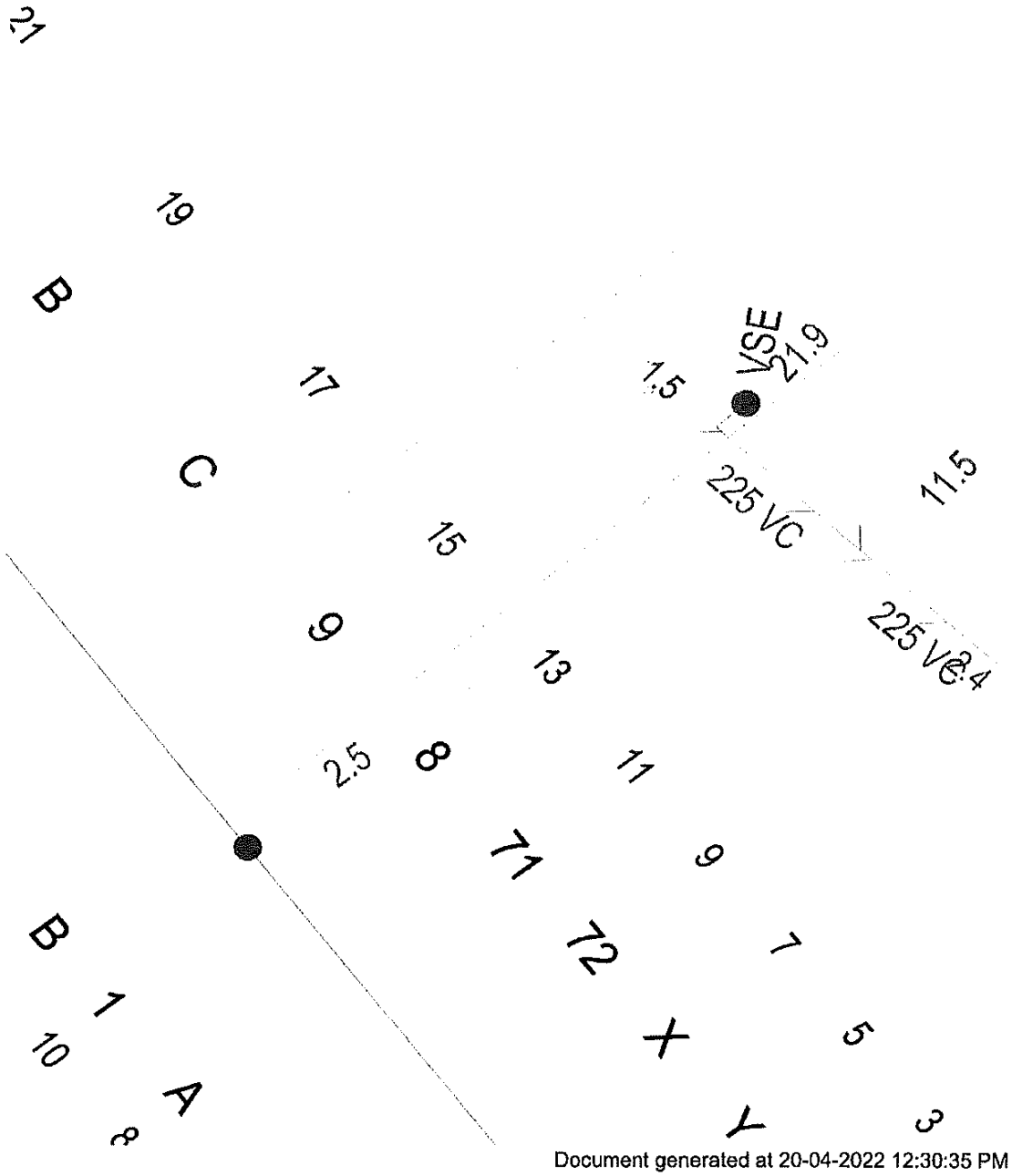
Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Sydney WATER

Service Location Print

Application Number: 8001592240



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

Sydney WATER

Asset Information

Legend

Sewer

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

Pressure Sewer

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

- Boundary Line
- Easement Line
- House Number — 53
- Lot Number — 52
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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Sydney WATER

Pipe Types

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

Further Information

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

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

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

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