

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Bowral 373 Bong Bong Street, Bowral NSW 2576	Ph (02) 4861 4861 Ref: Reece Woods
co-agent		
vendor	PHILIP ARNOLD RUSCONI of 125 Darraby Drive, Moss Vale 2577	
vendor's solicitor	Wilkinson Throsby & Edwards 52 Wingecarribee Street, Bowral 2576 Email: sarahy@wte.com.au	Ph (02) 4861 2499 Ref: Sarah Young
date for completion	35th	day after the contract date (clause 15)
land (address, plan details and title reference)	125 Darraby Drive, Moss Vale 2577 being Lot 4072 in Deposited Plan 1242576	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> 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	<input type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna external <input type="checkbox"/> other:
exclusions	
purchaser	
	of
purchaser's solicitor	Ph (02)
	Email:
	Ref:
price	\$ _____
deposit	\$ _____
balance	\$ _____ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

Buyer's agent:

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): PEXA

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input checked="" type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

FURTHER PROVISIONS IN CONTRACT FOR SALE OF LAND - 2022 Edition

VENDOR **PHILIP ARNOLD RUSCONI**

PURCHASER

PROPERTY **125 Darraby Drive, Moss Vale**

A. AMENDMENT OF PRINTED CLAUSES

- (1) Clause 7.1.1 is deleted.
- (2) In Clauses 10.1.8 and 10.1.9, delete the word “substance” and replace it with the word “existence”.
- (3) Clause 19.2.3 is deleted.
- (4) Clause 31.6 is added as follows:

“31.6 Notwithstanding any other provision in this contract, the date for completion will be the later of the date for completion specified on page 1 of this Contract and 7 days after the Vendor serves any *clearance certificate* or *variation*.”

B. NOTICE TO COMPLETE

The parties agree that fourteen (14) days is a reasonable and sufficient period of notice for a notice to complete making time of the essence of this contract.

C. STATE OF REPAIR

The Purchaser has inspected the property thoroughly and agrees to buy it in its present condition and state of repair. The Purchaser does not rely on any representation about the property by the Vendor or by anyone on behalf of the Vendor. The Purchaser may not make any objection, requisition, or claim for compensation about any defect or want of repair in the property and may not require the Vendor to do any work on or repairs to the property.

D. SERVICES

The Purchaser agrees to buy the property with whatever water, sewerage, telephone, gas and electricity services, there now are and may not make any objection, requisition or claim for compensation about the nature or availability of any of these services.

E. INTEREST FOR LATE COMPLETION

If completion takes place after the completion date (other than for the reason that the Vendor was in default of a material obligation under the contract or was otherwise not ready, willing or able to complete), the Purchaser must pay to the Vendor on completion:

- (a) interest on the balance of the price, calculated on a daily basis at eight percent (8%) per annum for the period from the day following the completion date up to and including the actual date of completion; and
- (b) \$460.00 plus GST being a fair representation of the additional legal costs incurred by the Vendor as a result of the Purchaser’s failure to complete this contract on the completion date.

F. VENDOR’S AGENT

- (1) The Purchaser acknowledges and warrants that the Purchaser has not been introduced to the Vendor or the property, either directly or indirectly, by any real estate agent other than the Vendor’s agent.
- (2) The Purchaser indemnifies the Vendor against any claim or claims made by any agent other than the Vendor’s agent against the Vendor in respect of this sale where the claim arises from a breach of this warranty on the part of the Purchaser. The rights under this clause continue after completion whether or not other rights continue.

G. ELECTRONIC TRANSACTIONS ACT 2000

The parties agree that this contract is subject to the Electronic Transactions Act 2000. Each party agrees and consents that, for the purposes of any law of NSW, this contract may be signed, executed, communicated and sent by electronic means.

H. REQUISITIONS ON TITLE

The Purchaser acknowledges that the only form of requisitions that the Purchaser shall be entitled to raise pursuant to clause 5.1 of this Contract are those in the form annexed to this Contract. The requisitions are deemed to have been served on the date of this Contract and replies will be provided by the Vendor prior to the completion date.

I. CHRISTMAS CLOSING

If completion of this contract is due to occur on a date between 20 December 2025 and 11 January 2026 (inclusive) (“the closure period”) then the parties agree that the completion date will be Thursday 15 January 2026, unless otherwise agreed in writing by the parties. The parties further agree that any notice served during the closure period is deemed to have been served on 12 January 2026.



FOLIO: 4072/1242576

SEARCH DATE	TIME	EDITION NO	DATE
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20/11/2025	3:25 PM	3	4/6/2021

LAND

LOT 4072 IN DEPOSITED PLAN 1242576
AT MOSS VALE
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF BONG BONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1242576

FIRST SCHEDULE

PHILIP ARNOLD RUSCONI (T AR116786)

SECOND SCHEDULE (5 NOTIFICATIONS)

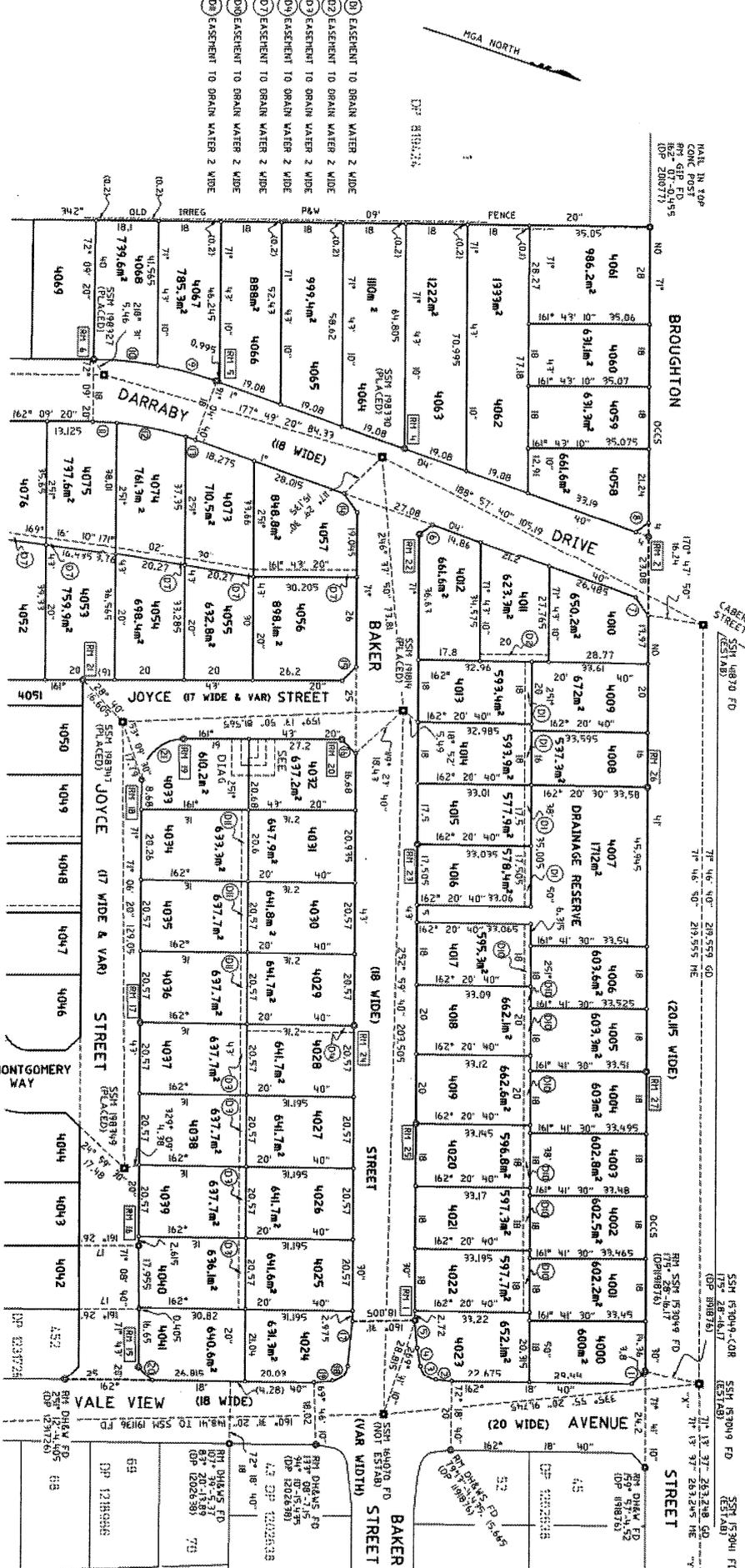
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1242576 POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 3 DP1242576 POSITIVE COVENANT REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
- 4 DP1242576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT
- 5 AR116787 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



REF TO BOUNDARIES

NO	BEARING	DIST	ARC	RAD
1	17° 00'	5.625		
2	16° 24'	4.565		
3	204° 25'	6.025	6.945	5
4	217° 28'	5.31		
5	217° 00'	7.99		
6	300° 24'	4.825		
7	96° 23'	6.53		
8	126° 23'	4.625		
9	176° 27'	17.845	17.88	109.5
10	166° 59'	18.148	18.15	107.5
11	344° 18'	18.148	18.15	107.5
12	352° 51'	20.385	20.425	111.5
13	0° 10'	2.91	2.91	91.5
14	96° 24'	4.525		
15	16° 43'	5.655		
16	26° 13'	5.655		
17	77° 25'	12.96		
18	116° 37'	4.32	4.84	5

REF TO BOUNDARIES

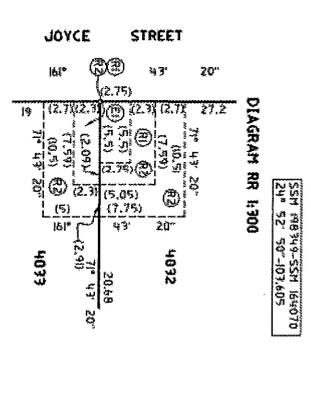
NO	BEARING	DIST	ARC	RAD
19	157° 48'	5.94		
20	207° 08'	5.685		
21	296° 43'	14.97	16.85	12

SEE SHEET 2

NO	BEARING	DIST	FROM	TO
1	242° 55'	14.49	DRAWN IN KB	FD
2	192° 57'	23.095	DRAWN IN KB	FD
3	96° 10'	1.2	DRAWN IN KB	FD
4	210° 55'	4.85	SSM 198730	
5	27° 09'	11.525	DRAWN IN KB	FD
6	357° 06'	14.095	DRAWN IN KB	FD
7	352° 20'	12.71	DRAWN IN KB	FD
8	310° 07'	14.655	DRAWN IN KB	FD
9	125° 02'	4.005	DRAWN IN KB	FD
10	344° 20'	12.34	DRAWN IN KB	FD
11	77° 12'	12.585	DRAWN IN KB	FD

SHEET 2

NO	BEARING	DIST	FROM	TO
1	54° 14'	4.105	DRAWN IN KB	FD
2	76° 18'	12.755	DRAWN IN KB	FD
3	208° 40'	16.405	SSM 198947	
4	221° 27'	11.2	DRAWN IN KB	FD
5	310° 44'	4.29	DRAWN IN KB	FD
6	162° 13'	4.935	DRAWN IN KB	FD
7	314° 40'	4.21	DRAWN IN KB	FD
8	162° 16'	4.055	DRAWN IN KB	FD
9	166° 48'	4.705	DRAWN IN KB	FD

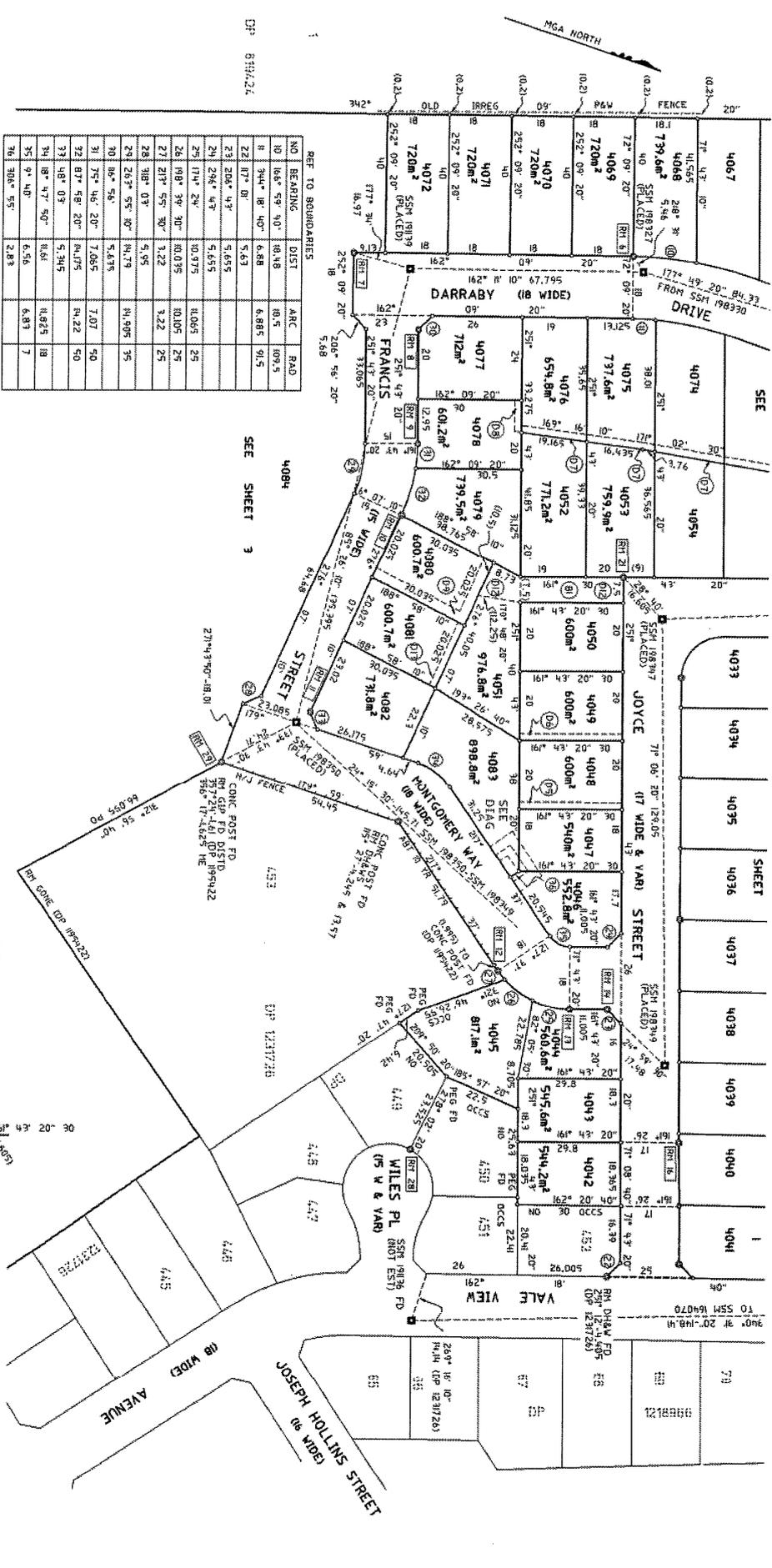


PLAN OF SUBDIVISION OF LOT 454 DP 1231726

Surveyor: RICHARD H COX
 Date of Survey: 8-12-2017
 Surveyors ref: 12288-4A

LG: WINGECARRIBEE
 Locality: MOSS VALE
 Subdivision No: 150810-05
 Lengths are in metres (Feet Ratio: 1:800)

21.05.2018 DP1242576



REF TO SUBDIAGRAMS

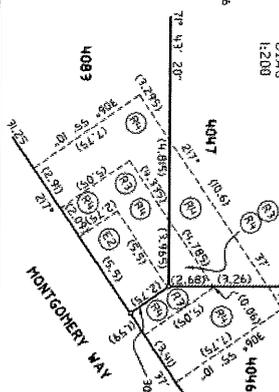
NO	BEARING	DIST	A/C	R/O
1	06° 59' 40"	10.48	10.5	109.5
2	87° 0'	6.88	6.885	91.5
3	206° 43'	5.695		
4	49° 43'	5.695		
5	174° 29'	10.975		
6	198° 39' 30"	10.035		
7	217° 55' 30"	3.22		
8	108° 03'	5.95		
9	267° 55' 10"	14.79		
10	16° 56'	5.635		
11	75° 46' 20"	7.065		
12	87° 48' 20"	14.175		
13	148° 03'	5.345		
14	18° 47' 30"	14.25		
15	9° 40'	6.87		
16	306° 55'	2.83		

REFERENCE MARKS

NO	BEARING	DIST	FROM
6	257° 06'	14.055	DRAWN IN KB
7	89° 31'	7.26	DRAWN IN KB
8	236° 28' 30"	15.195	DRAWN IN KB
9	336° 49'	3.895	DRAWN IN KB
10	2° 13'	14.05	DRAWN IN KB
11	358° 32'	14.05	DRAWN IN KB
12	2° 13'	3.89	DRAWN IN KB
13	17° 00' 30"	3.79	DRAWN IN KB
14	117° 00' 30"	14.595	DRAWN IN KB
15	371° 41'	14.13	DRAWN IN KB
16	87° 48' 20"	14.225	DRAWN IN KB
17	340° 07'	14.65	DRAWN IN KB
21	208° 40'	18.605	SSM 198347

REFERENCE MARKS

NO	BEARING	DIST	FROM
28	274° 54'	14.95	DRAWN IN KB FD
29	306° 29' 20"	18.505	DRAWN IN KB FD
29	107° 21'	4.61	DRAWN IN KB



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1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

2. RESTRICTION ON THE USE OF LAND

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99. RESTRICTION ON THE USE OF LAND

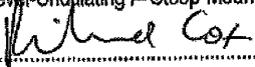
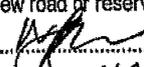
100. RESTRICTION ON THE USE OF LAND

Surveyor RICHARD COX
 Date of Survey 8-12-2017
 Surveyors ref 12288-4A

PLAN OF SUBDIVISION OF
 LOT 454 DP 1231726

LGA: WINGECARRIEE
 Locality: MOSS VALE
 Subdivision No: 15/0810-05
 lengths are in metres Red. Ratio: 1:800

21.05.2018
 DP1242576

<p>PLAN FORM 6 (2017)</p>	<p>DEPOSITED PLAN ADMINISTRATION SHEET</p>	<p>Sheet 1 of 5 sheets</p>
<p>Office Use Only</p> <p>Registered:  21.05.2018</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>DP1242576</p>
<p>PLAN OF SUBDIVISION OF LOT 454 DP 1231726</p>		<p>LGA: WINGECARRIBEE Locality: MOSS VALE Parish: BONG BONG County: CAMDEN</p>
<p>Survey Certificate</p> <p>I, RICHARD R COX of 15 BUNDAROO STREET BOWRAL 2576 NSW a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (excluding PO) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 8/12/2017, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: "X" - "Y" Type: *Urban /Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 22/12/17</p> <p>Surveyor identification No: 876 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>
<p>Plans used in the preparation of survey / compilation.</p> <p>DP 201077 DP 1191876 DP 1195422 DP 1202638 DP 1231726</p>		<p>Subdivision Certificate</p> <p>I, <u>NICHOLAS WILTON</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: N/A. Consent Authority: <u>WINGECARRIBEE SHIRE COUNCIL</u> Date of endorsement: <u>16 APRIL 2018</u> Subdivision Certificate number: <u>15/0810-05</u> File number: <u>15/0810</u></p> <p>*Strike through if inapplicable.</p>
<p>Surveyor's Reference: 12288-4A</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE :- DARRABY DRIVE, JOYCE STREET, FRANCIS STREET & MONTGOMERY WAY TO THE PUBLIC AS PUBLIC ROAD. THE EXTENSION OF BAKER STREET TO THE PUBLIC AS PUBLIC ROAD. LOT 4007 TO THE PUBLIC AS DRAINAGE RESERVE.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2017)					DEPOSITED PLAN ADMINISTRATION SHEET					Sheet 2 of 5 sheets				
Office Use Only					Office Use Only					<h1 style="margin: 0;">DP1242576</h1> <p style="margin: 5px 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses- See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 				
Registered: 21.05.2018														
PLAN OF SUBDIVISION OF LOT 454 DP 1231726														
Subdivision Certificate number: <i>15/08/10-05</i>														
Date of Endorsement:..... <i>16 MAR 2018</i>														
Lot	Street No.	Street name	Street type	Locality	Lot	Street No.	Street name	Street type	Locality					
4000	58	BROUGHTON	STREET	MOSS VALE	4028	55	BAKER	STREET	MOSS VALE					
4001	60	BROUGHTON	STREET	MOSS VALE	4029	57	BAKER	STREET	MOSS VALE					
4002	62	BROUGHTON	STREET	MOSS VALE	4030	59	BAKER	STREET	MOSS VALE					
4003	64	BROUGHTON	STREET	MOSS VALE	4031	61	BAKER	STREET	MOSS VALE					
4004	66	BROUGHTON	STREET	MOSS VALE	4032	63	BAKER	STREET	MOSS VALE					
4005	68	BROUGHTON	STREET	MOSS VALE	4033	18	JOYCE	STREET	MOSS VALE					
4006	70	BROUGHTON	STREET	MOSS VALE	4034	16	JOYCE	STREET	MOSS VALE					
4007	72	BROUGHTON	STREET	MOSS VALE	4035	14	JOYCE	STREET	MOSS VALE					
4008	74	BROUGHTON	STREET	MOSS VALE	4036	12	JOYCE	STREET	MOSS VALE					
4009	76	BROUGHTON	STREET	MOSS VALE	4037	10	JOYCE	STREET	MOSS VALE					
4010	78	BROUGHTON	STREET	MOSS VALE	4038	8	JOYCE	STREET	MOSS VALE					
4011	98	DARRABY	DRIVE	MOSS VALE	4039	6	JOYCE	STREET	MOSS VALE					
4012	96	DARRABY	DRIVE	MOSS VALE	4040	4	JOYCE	STREET	MOSS VALE					
4013	72	BAKER	STREET	MOSS VALE	4041	2	JOYCE	STREET	MOSS VALE					
4014	70	BAKER	STREET	MOSS VALE	4042	3	JOYCE	STREET	MOSS VALE					
4015	68	BAKER	STREET	MOSS VALE	4043	5	JOYCE	STREET	MOSS VALE					
4016	66	BAKER	STREET	MOSS VALE	4044	7	JOYCE	STREET	MOSS VALE					
4017	62	BAKER	STREET	MOSS VALE	4045	24	MONTGOMERY	WAY	MOSS VALE					
4018	60	BAKER	STREET	MOSS VALE	4046	9	JOYCE	STREET	MOSS VALE					
4019	58	BAKER	STREET	MOSS VALE	4047	11	JOYCE	STREET	MOSS VALE					
4020	56	BAKER	STREET	MOSS VALE	4048	13	JOYCE	STREET	MOSS VALE					
4021	54	BAKER	STREET	MOSS VALE	4049	15	JOYCE	STREET	MOSS VALE					
4022	52	BAKER	STREET	MOSS VALE	4050	17	JOYCE	STREET	MOSS VALE					
4023	50	BAKER	STREET	MOSS VALE	4051	19	JOYCE	STREET	MOSS VALE					
4024	47	BAKER	STREET	MOSS VALE	4052	21	JOYCE	STREET	MOSS VALE					
4025	49	BAKER	STREET	MOSS VALE	4053	23	JOYCE	STREET	MOSS VALE					
4026	51	BAKER	STREET	MOSS VALE	4054	25	JOYCE	STREET	MOSS VALE					
4027	53	BAKER	STREET	MOSS VALE	4055	27	JOYCE	STREET	MOSS VALE					
<p>Nick Wilton Group Manager Development Services Wingecarribee Shire Council</p>														
If space is insufficient use additional annexure sheet														
Surveyor's Reference: 12288-4A														

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheets

<p style="text-align: right;">Office Use Only</p> <p>Registered:  21.05.2018</p> <hr/> <p>PLAN OF SUBDIVISION OF LOT 454 DP 1231726</p> <hr/> <p>Subdivision Certificate number: <i>15/09/10 . 05</i></p> <p>Date of Endorsement:..... <i>16 APRIL 2018</i></p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1242576</p> <hr/> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses- See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Lot	Street No.	Street name	Street type	Locality	Lot	Street No.	Street name	Street type	Locality
4056	29	JOYCE	STREET	MOSS VALE	4071	127	DARRABY	DRIVE	MOSS VALE
4057	94	DARRABY	DRIVE	MOSS VALE	4072	125	DARRABY	DRIVE	MOSS VALE
4058	80	BROUGHTON	STREET	MOSS VALE	4073	92	DARRABY	DRIVE	MOSS VALE
4059	82	BROUGHTON	STREET	MOSS VALE	4074	90	DARRABY	DRIVE	MOSS VALE
4060	84	BROUGHTON	STREET	MOSS VALE	4075	88	DARRABY	DRIVE	MOSS VALE
4061	86	BROUGHTON	STREET	MOSS VALE	4076	86	DARRABY	DRIVE	MOSS VALE
4062	145	DARRABY	DRIVE	MOSS VALE	4077	1	FRANCIS	STREET	MOSS VALE
4063	143	DARRABY	DRIVE	MOSS VALE	4078	3	FRANCIS	STREET	MOSS VALE
4064	141	DARRABY	DRIVE	MOSS VALE	4079	5	FRANCIS	STREET	MOSS VALE
4065	139	DARRABY	DRIVE	MOSS VALE	4080	7	FRANCIS	STREET	MOSS VALE
4066	137	DARRABY	DRIVE	MOSS VALE	4081	9	FRANCIS	STREET	MOSS VALE
4067	135	DARRABY	DRIVE	MOSS VALE	4082	11	FRANCIS	STREET	MOSS VALE
4068	133	DARRABY	DRIVE	MOSS VALE	4083	19	MONTGOMERY	WAY	MOSS VALE
4069	131	DARRABY	DRIVE	MOSS VALE	4084	-	N/A		
4070	129	DARRABY	DRIVE	MOSS VALE					

Nick Wilton
 Group Manager
 Development Services
 Wingecarribee Shire Council



,If space is insufficient use additional annexure sheet

Surveyor's Reference: 12288-4A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheets

Office Use Only
Registered:  21.05.2018

Office Use Only
DP1242576

**PLAN OF SUBDIVISION OF
LOT 454 DP 1231726**

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses- See 60(c) SSI Regulation 2017
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
• Signatures and seals- see 195D Conveyancing Act 1919
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 15/08/10.05
Date of Endorsement: 16 APRIL 2018

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE :-

- 1. EASEMENT TO DRAIN WATER 2 WIDE (D1)
- 2. EASEMENT TO DRAIN WATER 2 WIDE (D2)
- 3. EASEMENT TO DRAIN WATER 2 WIDE (D3)
- 4. EASEMENT TO DRAIN WATER 2 WIDE (D4)
- 5. EASEMENT TO DRAIN WATER 2 WIDE (D5)
- 6. EASEMENT TO DRAIN WATER 2 WIDE (D6)
- 7. EASEMENT TO DRAIN WATER 2 WIDE (D7)
- 8. EASEMENT TO DRAIN WATER 2 WIDE (D8)
- 9. EASEMENT TO DRAIN WATER 3 WIDE (D9)
- 10. EASEMENT TO DRAIN WATER 2 WIDE (D10)
- 11. EASEMENT TO DRAIN WATER 2 WIDE (D11)
- 12. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E1)
- 13. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E2)
- 14. RESTRICTION ON THE USE OF LAND (R1)
- 15. RESTRICTION ON THE USE OF LAND (R2)
- 16. RESTRICTION ON THE USE OF LAND (R3)
- 17. RESTRICTION ON THE USE OF LAND (R4)
- 18. POSITIVE COVENANT
- 19. POSITIVE COVENANT
- 20. POSITIVE COVENANT
- 21. RESTRICTIONS ON THE USE OF LAND
- 22. RIGHT OF ACCESS 7.5 WIDE (B1)
- 23. EASEMENT FOR SERVICES 7.5 WIDE (B1)
- 24. EASEMENT TO DRAIN WATER 7.5 WIDE AND VARIABLE (D12)
- 25. EASEMENT TO DRAIN WATER 2 WIDE (D13)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO RELEASE :-

- 1. RIGHT OF ACCESS 10 WIDE (DP 1195422)
- 2. EASEMENT FOR SERVICES 10 WIDE (DP 1195422)

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council


If space is insufficient use additional annexure sheet

Surveyor's Reference: 12288-4A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheets

Office Use Only	Office Use Only
Registered:  21.05.2018	<h1>DP1242576</h1>
PLAN OF SUBDIVISION OF LOT 454 DP 1231726	
Subdivision Certificate number: 15/08/05	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses- See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement: 16 APRIL 2018	

Executed by Broughton Street MossVale Pty Ltd
ACN 143 539 208


BENTLEY COTTLE
DIRECTOR


TIMOTHY BAINBRIDGE
SECRETARY

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



If space is insufficient use additional annexure sheet

Surveyor's Reference: 12288-4A

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 1 of 17

Plan: **DP1242576**

Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. 15/0810.05

Full name and address of the Owner of the land:

Broughton Street Moss Vale Pty Limited ACN 143 539 208
 22-24 Junction St, Forest Lodge NSW 2037

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2m wide (D1 on plan)	4013 4014 4015 4016	4009-4012 incl 4008-4013 incl 4008-4014 incl 4008-4015 incl
2	Easement to Drain Water 2m wide (D2 on plan)	4011	4010, 4012
3	Easement to Drain Water 2m wide (D3 on plan)	4040 4039 4038 4037	4041 4040-4041 4039-4041 incl 4033-4036 incl 4038-4041 incl
4	Easement to Drain Water 2m wide (D4 on plan)	4028	4033-4041 incl
5	Easement to Drain Water 2m wide (D5 on plan)	4048	4083
6	Easement to Drain Water 2m wide (D6 on plan)	4049	4051
7	Easement to Drain Water 2m wide (D7 on plan)	4076 4075 4074 4073 4057	4077, 4078 4076-4078 incl 4075-4078 incl 4074-4078 incl 4073-4078 inc
8	Easement to Drain Water 2m wide (D8 on plan)	4078	4077


Nick Wilton
 Group Manager
 Development Services
 Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 2 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231728 covered by Council's Subdivision Certificate No. 15/0810-05

9	Easement to Drain Water 3m wide (D9 on plan)	4080	Wingecarribee Shire Council 4081, 4082
10	Easement to Drain Water 2m wide (D10 on plan)	4022 4021 4020 4019 4018 4017	4001 4001, 4002 4001-4003 incl 4001-4004 incl 4001-4005 incl, 4019 4001-4006 incl 4019, 4018
11	Easement to Drain Water 2m wide (D11 on plan)	4036 4035 4034	4033-4035 incl 4033, 4034 4033
12	Easement for Padmount Substation 2.75 wide (E1 on plan)	4032	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
13	Easement for Padmount Substation 2.75 wide (E2 on plan)	4083	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
14	Restriction on the Use of Land (R1 on plan)	Part 4033 Part 4032	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
15	Restriction on the Use of Land (R2 on plan)	Part 4033 Part 4032	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
16	Restriction on the Use of Land (R3 on plan)	Part 4046 Part 4047 Part 4083	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
17	Restriction on the Use of Land (R4 on plan)	Part 4046 Part 4047 Part 4083	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878


 Nick Wilton
 Group Manager
 Development Services
 Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 3 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. 15/0810-05

18	Positive Covenant	4000-4006 incl 4008-4083 incl	Water NSW
19	Positive Covenant	4058-4063 incl	Water NSW
20	Positive Covenant	4000-4006, 4008-4083	Broughton Street Moss Vale Pty Ltd
21	Restrictions on the Use of Land	4000-4006, 4008-4083	Wingecarribee Shire Council
22	Right of Access 7.5 Wide (B1 on plan)	4051	4052
23	Easement for Services 7.5 Wide (B1 on Plan)	4051	4052
24	Easement to Drain Water 7.5 wide & Variable (D12 on plan)	4051,	Wingecarribee Shire Council 4080, 4081, 4082, 4079, 4052
25	Easement to Drain Water 2 wide (D13 on plan)	4081	4082



Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 4 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/08/0.05*

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Access 10 wide (DP 1195422)	454/ 1231726	453/1231726
2	Easement for Services 10 wide (DP 1195422)	454/ 1231726	453/1231726

Part 2 (Terms)

Terms of Easements numbered 12 and 13 in the plan:

The terms as set out in Memorandum No. AK104621 registered at NSW Land Registry Services are incorporated in this document, subject to changing Endeavour Energy to Epsilon Distribution Ministerial Holding Corporation.

Terms of Restriction on the Use of Land numbered 14 and 16 in the plan

1.0 Definitions

1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 erect includes construct, install, build and maintain.

1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

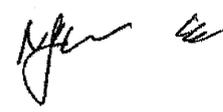
2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 5 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/0810.05*

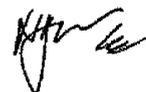
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Terms of Restriction on the use of land numbered 15 and 17 in the plan

- 1.0 Definitions
- 1.1 erect includes construct, install, build and maintain.
- 1.2 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority empowered to release vary or modify restrictions numbered 14, 15, 16 and 17 in the plan

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 6 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/0810.05*

Epsilon Distribution Ministerial Holding Corporation

Terms of Positive Covenant numbered 18 in the plan:

The registered proprietors of the lots shall ensure all future dwellings have a rainwater collection and reuse system that include the following specifications and requirements:

- (i) rainwater tanks with a minimum total capacity of 4,000 litres above any volume required for mains top-up;
- (ii) roofs and gutters designed so as to maximise the capture of rainwater in the tanks;
- (iii) the tanks plumbed to toilets, laundry and other areas for non-potable use including use for the gardens; and
- (iv) rainwater tank overflow directed to either the raingarden located on the lot or intra-allotment drainage or street stormwater drainage.

Name of authority empowered to release vary or modify Positive Covenant numbered 18 in the plan

Water NSW

Terms of Positive Covenant numbered 19 in the plan:

The registered proprietors of the lots shall ensure all future dwellings have a raingarden that incorporates specific requirements:

- (i) be located so as to capture most run-off from the lot including any rainwater tank overflow;
- (ii) be designed consistent with Adoption Guidelines for Stormwater Biofiltration Systems Version 2 (Payne et al, 2015, Melbourne, CRC for Water Sensitive Cities);
- (iii) have a minimum surface and filter area of 6 square metres;
- (iv) have an extended detention depth of 300mm;
- (v) have a filter depth (excluding transition layers) of 400 mm above the underdrain;
- (vi) have a filter media consisting of a clean sandy loam with a certified median particle diameter of 0.5mm, a maximum orthophosphate concentration of 40mg/kg and a maximum total nitrogen concentration of 400mg/kg;
- (vii) be planted with appropriate deep-rooted, moisture-tolerant vegetation protected by rock mulch (grass and turf is not appropriate vegetation, and organic mulch is not suitable);
- (viii) no development take place within one metre of the raingarden once constructed.

Name of authority empowered to release vary or modify Positive Covenant numbered 19 in the plan

Water NSW

Terms of Restrictions on the use of land numbered 20 in the plan

Nick Wilton
Group Manager
Development Services
Warrumbidgee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 7 of 17

Plan: DP1242576 Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/0810.05*

Dwelling Height

1. No dwelling shall be erected or be permitted to remain on any lot burdened which has a height of more than one distinct storey. This restriction does not prohibit or exclude:
 - a. Dwellings generally known as split level dwellings;
 - b. Dwellings with living space located within a pitched roof structure with dormer style windows;
 - c. Dwellings with garage and storage areas located under the living level where the slope or fall of the land allows these spaces to be so located without creating a distinct second level;

Building materials

2. No dwelling house shall be erected or be permitted to remain on the Lot burdened with external walls constructed of any material other than brick and/or stone and/or concrete and /or glass and/or timber and/or weatherboard (or the like) or any other material or materials approved by the Developer, or any combination thereof. Nothing in this restriction shall preclude or prohibit a dwelling house having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.
3. No dwelling house, building or other structure which has been previously erected on any other land shall be re-erected or re-constructed on the lot burdened whether as a dwelling house, building or other structure by itself or as part of any other dwelling house, building or other structure.
4. Other than sandstock bricks, no second hand materials shall be used in the erection of any dwelling house, building or other structure on any lot.

Outbuildings

5. No outbuildings shall be erected or be permitted to remain on any lot burdened other than with external walls constructed of brick and/or stone and/or concrete and /or glass and/or timber and/or Weathertex (or the like) or any combination thereof or any other material or materials approved in writing by Broughton Street Moss Vale Pty Ltd ACN 143 539 208.
6. No garage or outbuilding can be erected or permitted to remain on any lot burdened unless erected after or concurrently with the erection of the main dwelling house.

Roof

7. No building shall be erected or permitted to remain on the Lot burdened if the roof is constructed of anything other than:

- terra cotta roof tiles; or
- cement roof tiles; or

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/0810.05*

- slate; or
- corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process;

Fencing

8. No colourbond fence or sheet metal fence shall be erected or permitted to remain on the lot burdened.
9. Boundary fences separating one lot from another shall match the heights generally in use in the immediate vicinity but shall to be a maximum of 1800mm behind the front building line and to a maximum of 1200mm in front of the front building.
10. Fences along the street frontage shall be no more than 1200mm high and be of a form which provides an open appearance over 50% of its surface or such other fencing as may be approved by Broughton Street Moss Vale Pty Ltd ACN 143 539 208.
11. Timber paling fences are not permitted along the front boundary of any property and, in the case of corner allotments, along either street boundary.
12. No fence shall be erected on the common boundary between any lot benefited and the lot burdened without the consent of Broughton Street Moss Vale Pty Ltd ACN 143 539 208 its respective successors or assigns but such consent shall not be withheld if such fence is erected without expense to Broughton Street Moss Vale Pty Ltd ACN 143 539 208 its respective successors and assigns and in favour of any person dealing with proprietor of the lot burdened its successors and assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

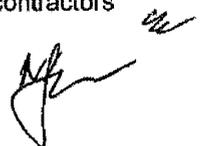
Driveways / Landscaping

13. No dwelling may be occupied on the Lot burdened unless a driveway of either concrete, clay, paving, brick paving, decorative gravel is constructed between the front boundary and the garage and, if the driveway is constructed of decorative gravel, it must be bound on all sides by either brick edging or a concrete or timber edge strip.
14. No dwelling on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of twelve (12) months after the date of practical completion of the dwelling unless the front area of the lot between the dwelling and the street is landscaped incorporating lawn, garden beds, at least one tree and other appropriate landscape materials.

Signs

15. No sign, billboard or advertisement of any kind shall be displayed on the lot burdened or on any building constructed on the lot burdened if any such sign shall be visible from any other lot in the Plan excepting:
 - Such sign as may be required by legal proceedings
 - Residential identification signs
 - During the time of construction of any residence or other improvements, job identification signs of a type usually employed by contractors, subcontractors and tradesman; and

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/0810.05*

- Not more than 1 for sale or for rent sign

Size of dwelling

16. No dwelling house shall be erected or permitted to remain on the lot burdened unless it has a minimum total overall internal floor area of not less than 120 square metres excluding the area of any attached garage or carport, verandah or patio.

Temporary structures

17. No structure of a temporary or relocatable character, tent, garage, trailer, campervan or caravan shall be used on the lot burdened at any time as a dwelling or residence.

Trucks etc

18. No motor truck, lorry, semi-trailer or bus with a load carrying capacity exceeding three (3) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.

19. No unregistered vehicle shall be parked or permitted to remain on the lot burdened unless the same is parked or stored in a garage.

Untidiness

20. The lot burdened will not be permitted to become or remain untidy or unclean or to have thereon any buildings or fences which are in a state of disrepair and no household rubbish shall be disposed of on the lot burdened.

21. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction work being carried out and, unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less frequently than once every four (4) weeks.

Use of land

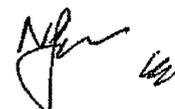
22. The lot burdened shall not be used for:

- The raising or keeping of poultry for commercial purposes;
- The raising, running, training, racing or boarding of dogs or cats for commercial purposes
- The raising or keeping of pigs for commercial purposes
- Broadcasting or any noxious noisome ill-smelling or offensive trade business or hazardous activity
- Commercial aviaries or apiaries

23. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on the lot burdened.

Variation

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 10 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/08/10-05*

24. The above restrictions may be released, varied or modified with the consent of Broughton Street Moss Vale Pty Ltd ACN 143 539 208 whilst ever it owns a lot in the registered plan pursuant to which these restrictions were created ("original lot") or a lot created on subdivision or resubdivision of one or more original lots and thereafter by the registered proprietors of all of the original lots and any lots created on subdivision or resubdivision of one are more original lots. In any event the above restrictions shall expire and shall have no force and effect from the date being 20 years after the date of registration of the plan.

Terms Enforcement or Variation

25. Broughton Street Moss Vale Pty Ltd ACN 143 539 208, its successors and assigns:
- will not be obliged to enforce any rights against any proprietor of any lot for breach of this instrument;
 - will not be liable to a proprietor for a failure to enforce any rights against the proprietor of any other lot;
 - will not be liable to any proprietor for varying or consenting to the variation of any terms of this instrument;
 - will have no obligation to inform other proprietors of any variation to this instrument.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 20 in the plan.

Broughton Street Moss Vale Pty Ltd ACN 143 539 208

Terms of Restriction on the use of land numbered 21 in the plan

No dwelling shall be constructed on the lot burdened unless it is designed and constructed utilising a suitable footing system taking into account the relevant site classification contained within the Report of Douglas Partners (Ref Project 78685.03) and dated (January 2018):

No dwelling can be constructed upon that part of the lot indicated as being filled in the plan prepared by Douglas Partners named "Test Locations Proposed Residential Subdivision Stage 4B Darraby Estate, Moss Vale" unless it is constructed with a suitable footing system designed by a qualified structural engineer

Name of the Authority empowered to release vary or modify the Restriction on the use of land numbered 21 in the plan

Wingecarribee Shire Council

Terms of Right of Access on the use of land numbered 22 in the plan

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/08/0.05*

- 1.1. The rights granted and the obligations imposed pursuant to the expression "right of access" as defined by Part 14, Schedule 8 of the Conveyancing Act ("the Act") are expanded by the succeeding provisions in this clause 1.
- 1.2. Where there is any conflict between the provisions of this clause 1 and the definition of "right of access" in the Act, the provisions of this clause 1 will prevail with the necessary changes being deemed to have been made to the definition of "right of access" in the Act.
- 1.3. In this clause 1 and in the succeeding clauses:-
 - 1.3.1.1. "owner" means a registered proprietor of land in the subdivision, and includes their legal personal representatives, successors and assigns, unless the context does not permit.
 - 1.3.1.2. "maintenance" means (without limitation):
 - a. in the trafficable area - repairing, reinstating and replacing the road surface with like materials or other similar suitable material in substitution therefor;
 - b. in the non-trafficable area - mowing grass, planting appropriate vegetation and keeping it watered; and
 - c. generally keeping the whole area neat and tidy and free of rubbish or detritus, in the lot burdened.
- 1.4. The owners will pay and bear the maintenance costs proportionally, each lot bearing 50 percent of the costs. Except in an emergency, an owner must not incur an expense for which the other owner(s) may become liable under this clause:
 - 1.4.1.1. unless the expense is reasonable; and
 - 1.4.1.2. without giving reasonable prior notice to the other owner(s).
- 1.5. Notwithstanding clause 1.4 the cost of maintenance caused by a careless or reckless act or omission will be borne solely by the owner who causes, authorises or permits the damage to the lot burdened.
- 1.6. Each owner will be vicariously liable for the careless or reckless acts or omissions of their own employees, invitees and licencees.
- 1.7. No owner may do or permit anything to be done on the lot burdened, that obstructs, inhibits or is likely to obstruct or inhibit any other owner their employees, invitees and licencees having full free and unfettered access over the lot burdened. [By way of example and clarification, parking a vehicle in the easement would most likely be in breach of this provision.]
- 1.8. The owner(s) of the lot burdened must at all times permit all emergency and other essential service organisations (including utility providers) to have full, free and unfettered right of access over the lot burdened.
- 1.9. If there is any disagreement between the owners touching upon anything referred to in this clause ("dispute"), none of the owners will commence court or arbitration proceedings unless the dispute resolution procedures in this clause have first been complied with except where one or more of the owners seek urgent interlocutory relief. The dispute resolution procedures are as follows:

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/0810.05*

- 1.9.1. An owner claiming that a dispute has arisen must give written notice to the other owners specifying the nature of the dispute.
- 1.9.2. The owners must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and take action to have the dispute mediated within seven (7) days of the receipt of written notice of the dispute.
- 1.9.3. The owners agree that the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.
- 1.9.4. The owners who are parties to the dispute will be jointly responsible for the fees of the mediator and each of those parties will bear their own costs.
- 1.9.5. The owners may, but are not required to, enter into a written agreement before mediating a dispute.
- 1.9.6. If any procedural aspects are not specified sufficiently in the Rules under clause 1.9.2 the owners agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the owners.
- 1.9.7. A legal representative acting for any of the owners may participate in the mediation.
- 1.9.8. From the time when a notice of dispute is served, none of the owners may take any action that might incur a cost to any other owner or might otherwise prejudice their rights, except in an emergency.

Name of Authority empowered to release vary or modify Right of Access numbered 22 in the plan

The owners of the lots burdened and the lots benefitted jointly.

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



NW

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

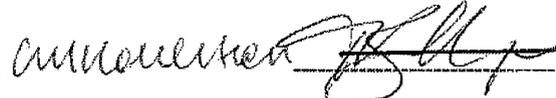
Sheet 13 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. 15/0810.05

SIGNED by Mark Anthony Hollins



Signature of Witness



Name of Witness

CATHERINA MARY
ROBERTSON

~~TIMOTHY BANBRIDGE~~

Address of Witness

~~7/44-52 VINE ST, DARLINGTON~~
NSW
2/458 ARGYLE
ST MOSS VALE
NSW 2577

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/0810.05*

SIGNED on behalf of

WINGECARRIBEE SHIRE COUNCIL



By its authorised delegate pursuant to s.378 of the Local Government Act 1993

NICHOLAS WILTON

Signature of witness:



Name of witness:

ELIZABETH CIMANE

Address of witness:

*68 ELIZABETH STREET
MOSS VALE*

I certify that I am an eligible witness and that the delegate signed in my presence



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 15 of 17

Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. 1510810.05

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:



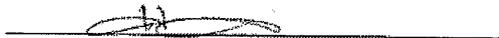
Name of witness:

NATASHA ISSAC

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book 4727 No ~~524~~
34 885

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS18760 & URS18762

Date of signature:

15 January 2018

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

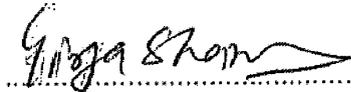
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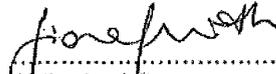
Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. 15/08/0.05

Signed for and on behalf of

WATER NSW

In the presence of:


Signature of Witness


Authorised Person

GIRJA SHARMA
Full Name of Witness (BLOCK LETTERS)

FIONA SMITH
Full name (BLOCK LETTERS)

169 Macquarie Street
Parramatta NSW

Executive Manager, WCP.
Position of Authorised Person

2150
Address of Witness


Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

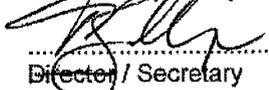
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1242576** Of subdivision of Lot 454 in DP 1231726 covered by Council's Subdivision Certificate No. *15/08/0.05*

Executed by Broughton Street Moss Vale Pty Ltd ACN 143 539 208 by:


.....
Director / Secretary

TIMOTHY BAINBRIDGE
.....
Name (BLOCK LETTERS)


.....
Director

BENTLEY COTTLE
.....
Name (BLOCK LETTERS)


Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

REGISTERED



21.05.2018

Planning Certificate

Pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979*

To: WILKINSON THROSBY & EDWARDS
PO BOX 78
BOWRAL NSW 2576

Your Ref: 38472 SY
Fees Paid: \$ 70.60
Receipt Number: -44700886

Certificate Date: 27 November 2025

Certificate Number: S10.726/1891

This certificate relates to: 125 DARRABY DRIVE MOSS VALE NSW 2577

Legal Description: Lot 4072 DP 1242576

Property No: 1815870

Advice on this certificate: Advice provided under section 10.7(2): See Items 1-23.

IMPORTANT: Please read this certificate carefully.

This certificate contains information pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* as prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021* about the specific allotment of land described above. The information is provided in good faith and in accordance with data held by Council from various sources. All information is considered to be correct as at the Certificate Date. However, it is possible that changes have occurred since this certificate was issued. Changes can only be confirmed via a Duty Planner appointment or by applying for a new certificate.

For an allotment within a strata plan the certificate is issued for the whole of the land covered by the strata plan, not just the specific allotment(s) referred to, and information contained in the certificate may relate to the whole or any part of the strata plan.

If you require information regarding adjacent or nearby land you will need to apply for a planning certificate for that land or make an appointment with Council's Duty Planner, or consult the State Government's Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer/. Further information about the Duty Planner Service, including online bookings, is available on Council's website at www.wsc.nsw.gov.au/Plan-and-Build/Development-Support/Planning-Information-Services.

A note to private certifiers:

The information provided in this certificate does not provide definitive confirmation that complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on the land. The responses contained in Item 4 of this certificate do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

We're with you

Section 10.7(2) Advice

The matters for which information is provided under Items 1-23 of this certificate are prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Note: The explanatory notes in this certificate prefixed by the wording "Note" and italicised are provided for explanatory purposes only and do not form part of the advice provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

*Note: The headings, numbering and wording in **bold and italicised** text used in this certificate reflects the numbering and wording contained in Schedule 2 of the Environmental Planning and Assessment Regulation 2021.*

Note: All legislation (including Acts, Regulations, State Environmental Planning Policies and Local Environmental Plans) referred to in this certificate are available from the NSW Legislation website at www.legislation.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

State Environmental Planning Policies

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 (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

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Development Control Plans

Moss Vale Town Development Control Plan

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

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

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

(4) *In this section—*

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft or Proposed State Environmental Planning Policies

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for outdoor dining on private land and at registered clubs and proposed amendments to *Standard Instrument – Principal Local Environmental Plan 2006* to include a new floor space bonus clause for new developments to include music venues (October 2023).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Planning Systems) 2021* to improve planning processes to deliver infrastructure faster (March 2024).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for complying development for farm buildings, rural sheds and earthworks (May 2024).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Biodiversity and Conservation) 2021* for changes to deter illegal tree and vegetation clearing (April 2025).

Draft Local Environmental Plans or Planning Proposals

SHIRE WIDE

Planning Proposal (ref. PP-2025-1438) to amend the *Wingecarribee Local Environmental Plan 2010* to include *tourist and visitor accommodation* as permitted with consent in the E1 Local Centre zone, providing for, at least, *backpackers' accommodation, bed and breakfast accommodation, hotel and motel accommodation and serviced apartments*.

Planning Proposal (ref. PP-2024-2040) to amend the *Wingecarribee Local Environmental Plan 2010* by adding new heritage items and new heritage conservation areas recommended by the *Wingecarribee Community Heritage Study 2021-23* (adopted by Council 7 August 2024).

SITE SPECIFIC

Nil

Note: See Item 2 (below) for relevant zoning and land use details of any Planning Proposal or draft LEP.

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

- (a) the identity of the zone, whether by reference to—***
 - (i) a name, such as "Residential Zone" or "Heritage Area", or***
 - (ii) a number, such as "Zone No 2 (a)",***
- (b) the purposes for which development in the zone—***
 - (i) may be carried out without development consent, and***
 - (ii) may not be carried out except with development consent, and***
 - (iii) is prohibited***

Zoning and Land Use under the Wingecarribee Local Environmental Plan 2010 (Land Use Table)

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.

2 Permitted without consent

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

3 Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition

villages; Group homes; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Serviced apartments; Signage; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

Note: Land use terms are defined in the Dictionary that forms part of the Wingecarribee Local Environmental Plan (WLEP) 2010. The WLEP 2010 instrument and maps can be accessed from the NSW Legislation website at www.legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0245 or via Council's website. The maps can also be viewed on the NSW Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer.

Zoning and Land Use under Applicable Draft Environmental Planning Instruments (including Planning Proposals)

Nil

(c) Whether additional permitted uses apply to the land

The following additional permitted uses apply to the land:

Nil

Note: Additional permitted uses are listed in Schedule 1 of the Wingecarribee Local Environmental Plan 2010. In addition, there are local provisions that apply to specific sites contained in Part 7 of the Wingecarribee Local Environmental Plan 2010 that are not required to be disclosed in a standard planning certificate under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

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

NO development standards apply to the land which fix minimum land dimensions for the erection of a dwelling house on the land.

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

The land or part of the land IS NOT in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

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

The land or part of the land IS NOT within a heritage conservation area listed in Schedule 5 (Part 2) of the Wingecarribee Local Environmental Plan 2010.

Note: On 7 August 2024, Council resolved to support a number of new heritage conservation areas throughout the Shire. These areas are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these areas. Further information, including a list of areas, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

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

The land or part of the land IS NOT identified as a heritage item or archaeological site listed in Schedule 5 (Part 1 or Part 3) of the Wingecarribee Local Environmental Plan 2010.

Note: On 7 August 2024, Council resolved to support more than 400 new heritage items throughout the Shire. These items are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these items. Further information, including a list of proposed items, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

The land or part of the land IS NOT identified as a heritage item of State heritage significance on the State Heritage Register under the Heritage Act 1977.

An interim heritage order under the Heritage Act 1977 DOES NOT apply to the land or part of the land.

3. CONTRIBUTIONS

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

The following contributions plan(s) under Division 7.1 of the *Environmental Planning and Assessment Act 1979* apply to the land:

Administration 2011 to 2031
Central Library
Open Space, Recreation, Community & Cultural Facilities 2013 to 2036
Roads and Traffic Facilities 2012 to 2031
Resource Recovery Centre 2009

Section 7.12 Local Infrastructure Contributions Plan 2025

Note: There are also Developer Servicing Plans that may apply to the land that include water, sewer and stormwater contributions.

Draft contributions plans

There are NO draft Contributions Plans that apply to the land.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—
(a) the name of the region, and
(b) the name of the Ministerial planning order in which the region is identified.

The land IS NOT identified in a housing and productivity contribution region for the provision of regional infrastructure within the meaning of Division 7.1, Subdivision 4 of the *Environmental Planning and Assessment Act 1979*.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

(4) In this section—

continued 7.23 determination means a 7.23 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.

The land IS NOT in a special contributions area to which a continued 7.23 determination applies.

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

4. COMPLYING DEVELOPMENT

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

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

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

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

Note to private certifiers: The information provided in this certificate does not provide definitive confirmation that complying development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on the land. The responses contained in this item do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

Note: The Inland Code does not apply in Wingecarribee Shire.

Housing Code

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

There ARE variations to the Housing Code as per clause 1.12 and Schedule 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP) that apply to ALL LAND in the Wingecarribee Shire. The following Housing Code clauses are varied by Schedule 3 of the Codes SEPP for Wingecarribee:

- Clause 3.10(3)—Primary road setbacks for certain large lots
- Clause 3.10(4)—Side setbacks for lots 4,000m² and greater
- Clause 3.13(1)—Minimum landscaped area for large lots.

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

Complying development under the Pattern Book Development Code MAY be carried out on the land.

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

The reasons why Complying Development may not be carried out on the land or part of the land

Nil

5. EXEMPT DEVELOPMENT

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

The table below indicates whether the land or part of the land is subject to one of the limitations to the exempt development codes listed under clause 1.16(1)(b1)–(d) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

<p>Outstanding biodiversity value</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>.</p>	<p>NO</p>
<p>Critical habitat of endangered species, populations and ecological communities</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i>.</p>	<p>NO</p>
<p>State Heritage Register and interim heritage orders</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as, or on which there is, a heritage item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i>, or that is subject to an interim heritage order under the Act.</p>	<p>NO</p>
<p>Wilderness area</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as land that is, or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>).</p>	<p>NO</p>
<p>Exempt development excluded areas</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land is described or otherwise identified on a map specified in Schedule 4 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p>	<p>NO</p>

Clause 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*—which relates to development within land within 18km of Siding Spring Observatory (Coonabarabran NSW)—DOES NOT APPLY in the Wingecarribee Shire.

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

NONE of the exempt development codes are varied for Wingecarribee Shire under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: each individual exempt development code contains parameters and development standards for specific development and may contain limitations that must be complied with. If you do not comply with the parameters, limitations and development standards specified in the relevant code, exempt development under that code may not be available on the land or part of the land. It is the owner's responsibility to ensure that development complies with all relevant provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or**
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or**
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.**

(2) In this section—

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

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

There IS NOT any affected building notice that is in force in relation to the land of which Council is aware.

There IS NOT any building product rectification order that is in force in relation to the land and that has not been fully complied with of which Council is aware.

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

7. LAND RESERVED FOR ACQUISITION

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

The land or part of the land IS NOT identified for acquisition by a public authority (as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under an environmental planning instrument.

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under a resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

- (1) ***If the land or part of the land is within the flood planning area and subject to flood related development controls.***
- (2) ***If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.***
- (3) ***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.***

It is UNKNOWN whether the land or part of the land is within the flood planning area.

It is UNKNOWN whether the land or part of the land is between the flood planning area and the probable maximum flood.

The land or part of the land MAY be subject to flood related development controls.

Note: Words and expressions used above have the same meanings as in the Flood Risk Management Manual, ISBN 978-1-923076-17-4 published by the NSW Government in June 2023.

Note: Council does not have sufficient information available to ascertain whether (or to the extent to which) Clause 5.21 (Flood Planning) of the Wingecarribee Local Environmental Plan 2010 applies to development on the subject land. The subject land has not been included within a Council adopted Flood Study area and accordingly any development application would need to determine whether the subject land is within the flood planning area.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

- (1) ***Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.***
- (2) ***In this section—
adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.***

Except as stated below and elsewhere in this certificate, the land IS NOT 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.

Note: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. The Council considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigations carried out in conjunction with the preparation or assessment of a development application may result in the Council either refusing development consent or imposing conditions of consent on the basis of risks that are identified above.

11. BUSH FIRE PRONE LAND

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

SOME of the land is bush fire 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*.

Note: New bush fire mapping for Wingecarribee Shire was certified by the Commissioner of the NSW Rural Fire Service (RFS) on 15 July 2025. The new bush fire prone land map can be viewed on [Council's website](#) or on the

NSW Planning Portal Spatial Viewer. Further information about development on bush fire prone land can be obtained from the [NSW RFS website](#).

12. LOOSE-FILL ASBESTOS INFORMATION

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

The land DOES NOT include any residential premises, within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*, that are listed on the Register that is required to be maintained under that Division.

13. MINE SUBSIDENCE

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

The land IS NOT within a declared mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

Note: If the development involves the alteration or erection of improvements on land in a mine subsidence district, prior approval of the Mine Subsidence Board is required.

14. PAPER SUBDIVISION INFORMATION

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

The land IS NOT affected by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. PROPERTY VEGETATION PLANS

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

Council HAS NOT been notified of a property vegetation plan relating to the land approved and in force under Part 4 of the *Native Vegetation Act 2003*.

16. BIODIVERSITY STEWARDSHIP SITES

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

Council HAS NOT been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

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

17. BIODIVERSITY CERTIFIED LAND

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

The land IS NOT biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

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

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

Council HAS NOT been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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

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

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

20. WESTERN SYDNEY AEROTROPOLIS

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

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

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

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

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

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

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

The land IS NOT affected by any condition of development consent granted after 11 October 2007 that relates to restrictions on occupation of seniors housing (as required by section 88(2) of *State Environmental Planning Policy (Housing) 2021*).

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

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

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

The land IS NOT affected by a current or former site compatibility certificate for affordable rental housing in relation to proposed development on the land of which Council is aware.

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

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1) apply to the land.

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

(4) In this section—

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

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, clause 17(1) or 38(1) apply to the land.

23. WATER OR SEWERAGE SERVICES

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

Water or sewerage services ARE NOT, or are NOT TO BE, provided to the land under the *Water Industry Competition Act 2006*.

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

24. SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

The land or part of the land IS NOT within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

CONTAMINATED LAND MANAGEMENT ACT 1997

Note: The following matters are included as prescribed by section 290 of the Environmental Planning and Assessment Regulation 2021 to address specific requirements under section 59(2) of the Contaminated Land Management Act 1997.

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

Council HAS NO record that the the land is significantly contaminated land at the date or the issue of this certificate.

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

Council HAS NO record that the land is subject to a management order within the meaning of that Act at the date of the issue of this certificate.

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

Council HAS NO record that the land is the subject of an approved voluntary management proposal within the meaning of that Act at the date of the issue of this certificate.

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

Council HAS NO record that the land is the subject of an ongoing maintenance order within the meaning of that Act at the date of the issue of this certificate.

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

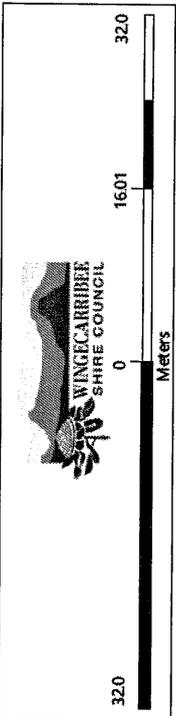
Council HAS NO record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.

END OF CERTIFICATE

Strategic Outcomes

This document has been authorised by the Strategic Outcomes Branch under the delegation of

Lisa Miscamble
GENERAL MANAGER



Wingecarribee Shire Council

Any information (numerical or otherwise), representation, statement, opinion or advice expressed or implied in this publication is made in good faith but on the basis that the council of the shire of Wingecarribee, its agents and its employees are not liable (whether by reason of negligence, lack of care or otherwise) to any person for any damage or loss whatsoever which has occurred or may occur in relation to that person taking or not taking (as the case may be) action in respect of any information, representation, statement, or advice referred to above.

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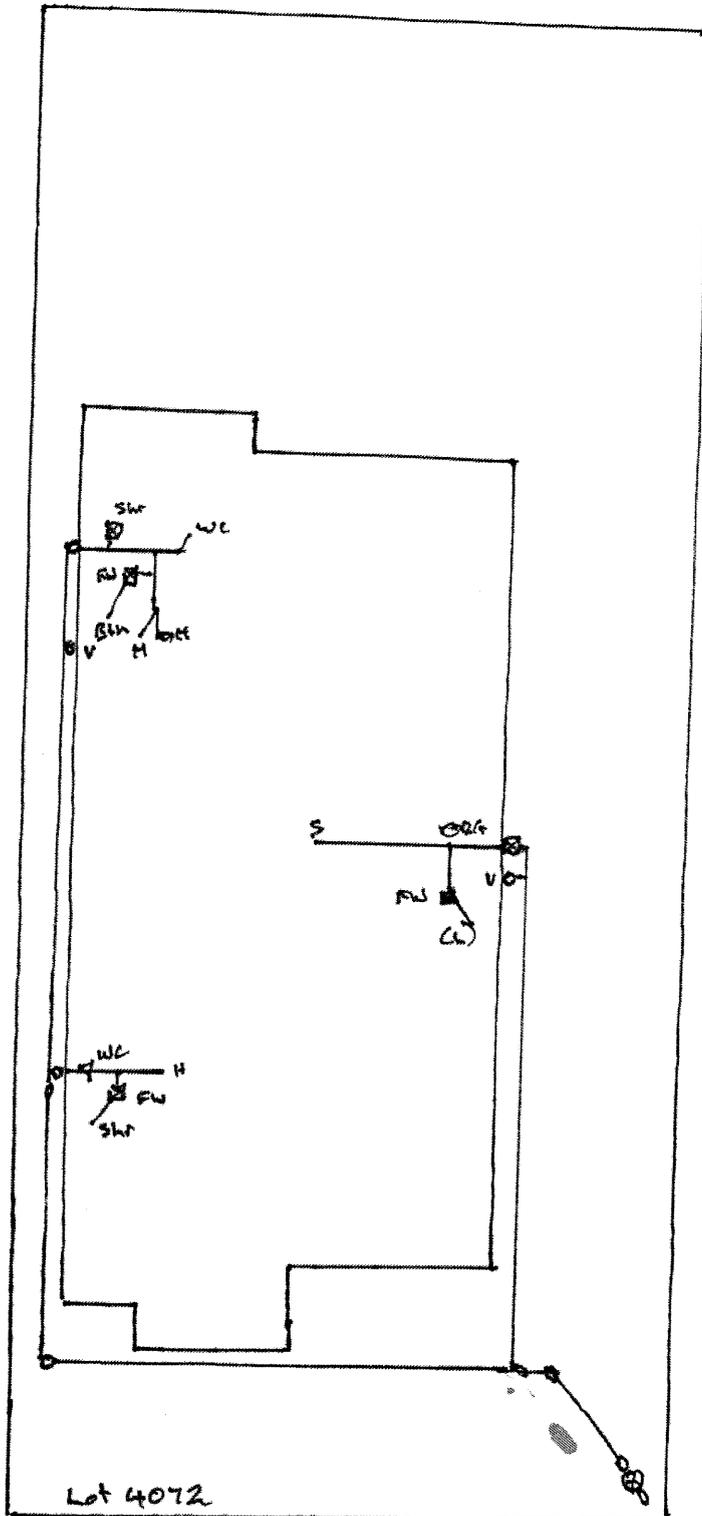


SEWER SERVICE DIAGRAM

Lot No 4072 DP No 1242576 House No 123
 Street DARRABY DVE
 SUBURB OF ROSS JALE
 LGA _____
 Licence No 176664C Date 17-2-19
 Signature _____
 NoW/CoC No _____
 SCALE 1:200 SSD _____

<ul style="list-style-type: none"> ⊗ Boundary Trap ⊙ Inspection Shaft ⊖ Inspection Opening ⊖ Gully ⊖ FW ⊖ Vertical Junction ⊖ Slipped Junction ⊖ On back Junction 	<ul style="list-style-type: none"> AAV Air Admittance Valve H Basin BW Bath Waste Bd Bidet CO Clean Out FW Floor waste Gully Shr Shower S Sink (kitchen) 	<ul style="list-style-type: none"> BS Sink (bar) (L) Trough Laundry WC Water Closet Ver Vertical Pipe WS Waste Stack SVP Sewer Vent Pipe V Vent Pipe IPMF Insect Pipe Mice Flap 	<ul style="list-style-type: none"> Chr Chamber Pit Pit GI Grease Interceptor PL Pump Unit OTS Onsite Treatment System RV Reflux Valve CP Capped Point Prov Provisional (future) drain point
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NOTE: Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements.
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DARRABY DVE



A C C R E D I T E D
BuildingCertifiers

ABN 55 167 911 846

FINAL
Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
Sections 100C (1) (c) and 100H

Occupation Certificate No 1292/18

Applicant Sam & Jenna Burnham

Address C/- Beechwood Homes Nowra NSW 2541

PO Box 519

Contact No (Telephone/Fax) 4423 0000

Owner

Name Sam & Jenna Burnham

Address 29 Darraby Drive Moss Vale NSW 2577

Contact No (Telephone/Fax)

Subject Land

Address 125 Darraby Drive Moss Vale 2577

Lot No 4072

DP No: 1242576

Complying Development No. 1292/18

Decision Date 31/07/2018

Building Details

The building classification must be the same as that specified in the development consent or complying development certificate

Whole or Part of building	Whole
Use	Residential
BCA Class	1a
New/Existing	New

Date of Receipt

Date received (to be completed by) 28/06/2018

Determination

Type of certificate Final Occupation Certificate

Approved / Refused Approved

Date of Determination 29/03/2019

Attachments

- Reason(s) for refusal
- Final Fire Safety Certificate or Interim Fire Safety Certificate





A C C R E D I T E D
Building Certifiers

ABN 55 167 911 846

FINAL

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
Sections 109C (1) (c) and 109H

Certificate 1292/18

Premises 125 Darraby Drive Moss Vale
Applicant Sam & Jenna Burnham
Description of Development Construct a New Dwelling

Certificate

I Accredited Building Certifiers (NSW) Pty Ltd, Certify that

- I have been appointed as the principal certifying authority under S 109E.
- I have taken into consideration the health and safety of the occupants of the building.
- A current development consent/complying development certificate is in force with respect to the building.
- A current construction certificate or complying development certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building code of Australia.
- Where required, a final fire safety certificate has been issued for the building or an interim fire safety certificate has been issued for the relevant part of the building (see note 2).
- Where required, a report from the Commissioner of Fire Brigades has been Considered.

Accredited Certifier Accredited Building Certifiers (NSW) Pty Ltd

Accreditation No ABC 14

Contact No 02 4229 5309

Address 8 Belmore Street Wollongong

Date 29/03/2019

Signed



OCCUPATION CERTIFICATE REPORT Complying Development

Lot No 4072
DP No 1242576
Subject Land 125 Darraby Drive Moss Vale 2577
Description of Development Construct a New Dwelling
Complying Development Certificate No 1292/18

Date	Description	Inspector	BPB No
	Waterproofing	Missed Inspection	N/A
29/06/2018	Site	Trevor Dobson	BPB2913
14/09/2018	Post excavation/Pre-footing	Trevor Dobson	BPB2913
26/09/2018	Slab	Trevor Dobson	BPB2913
4/10/2018	Stormwater	Trevor Dobson	BPB2913
8/10/2018	Stormwater	Trevor Dobson	BPB2913
8/11/2018	Framework	Trevor Dobson	BPB2913
19/03/2019	Final	Steven Witheridge	BPB0444

Certificates relied upon (if any - copies attached)

Basic Completion Receipt
Basic Compliance Certificate
Certificate on installation of smoke alarms
Certificate from structural engineer on reinforced concrete footings and slab (including piers)
Certificate on method of pest control
Certificate on Wet Area Flashing
Surveyors report on siting of dwelling
Section 68 Clearance
Glazing Certificate
Missed waterproofing report

The Accredited Certifier certifies that the subject stages of construction were inspected and found to be satisfactory and the development is completed in accordance with Council's Development Consent (approved plans, specifications and conditions)

CERTIFYING AUTHORITY

Name of Accredited Certifier Accredited Building Certifiers (NSW) Pty Ltd
Accreditation No ABC 14
Accreditation Body Building Professional Board
Date 29/03/2019

Signed



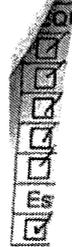
8 Belmore Street Wollongong | 02 4229 5309 | PO Box 142 Wollongong NSW 2520 | DX 27804 Wollongong Court
enquiries@abcert.com.au | www.abcert.com.au

BASIX Completion Receipt

Receipt no.: CR-040A8WMY-939198S

This receipt is confirmation that the certifying authority identified below has satisfied the requirements of clause 154C of the Environmental Planning and Assessment Regulation 2000 for the development described in the 'BASIX Certificate details' section below.

Secretary
Date of issue: Friday, 29/03/2019



Principal certifying authority

Name: steve
Accreditation scheme: BPB
Accreditation number: 0444

Final Inspection

Date of final inspection: Tuesday, 19/03/2019

BASIX Certificate details

BASIX Certificate no.	939198S
Project name	P-205389
Street address	125 Darraby Drive
Suburb	Moss Vale
Postcode	2577
Local Government Area	Wingecarribee Shire Council

Certificate in respect of insurance for residential building work

Policy No: HBCF18041223

Policy Date: 26/07/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	Single storey dwelling
At	125 Darraby Drive
	Moss Vale New South Wales 2577
Site plan number^	NA
Site plan type^	NA
Homeowner	Samuel and Jenna Burnham
Carried out by	BEECHWOOD HOMES (NSW) PTY LTD
Licence number	207765C
Builder job number^	
Contract amount^	\$350,755.00
Contract date^	25/08/2018 (Proposed)
Premium paid	\$2,230.80
Cost of additional products or services under contract	Nil - no additional services.
Price (Including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$2,674.73

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF18041223

Issued on: 26/07/2018



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare HBCF

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Philip Arnold Rusconi
Purchaser:
Property: 125 Darraby Drive, Moss Vale
Dated: the contract date

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 the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

10. All outgoings referred to in clauses 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and Building

13. Subject to the Contract, the 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.
14. 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.
15.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

Environmental Planning and Assessment Act 1979 (NSW) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. 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?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 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 prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquires must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
(d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
(e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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