

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>First National Real Estate Bowral</b> 3/373 Bong Bong Street, Bowral NSW 2576 Email: isabella@fnbowral.com.au	<b>Phone: 02 4861 4861</b> <b>Ref: Isabella McMahon</b>
co-agent		
vendor	<b>Karen Leanne Dalpra and Dean Roy Dalpra</b> 16 Ritchie Road, Willow Vale NSW 2575	
vendor's solicitor	<b>Our Lawyers</b> 87 Main Street, Mittagong NSW 2575 PO Box 150, Mittagong NSW 2575 Email: khickling@ourlawyers.com.au	<b>Phone: 02 4872 4004</b> <b>Ref: KH:18456</b>
date for completion	<b>20 February 2026</b> (clause 15)	
land (address, plan details and title reference)	<b>16 Ritchie Road, Willow Vale NSW 2575</b> <b>Lot 3 in Deposited Plan 1240585</b> <b>Folio Identifier 3/1240585</b>	
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 type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input 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 checked="" type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Shed, central heating, swimming pool			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

**SIGNING PAGE**

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

### Choices

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

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

**Manual transaction** (clause 30)  NO  yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$

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

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

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

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

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

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

## List of Documents

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

**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:
 

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

16 RITCHIE RD WILLOW VALE NSW 2575

## **SPECIAL CONDITIONS**

### **1. Amendments to 'Land – 2022 edition' conditions**

- 1.1.** Clause 7.1.1 is amended by deleting '5%' and replacing with '1%'.
- 1.2.** Clause 5.1 is deleted.
- 1.3.** Clause 25 is deleted.

### **2. Inconsistency**

Where there is any inconsistency between the terms of these Special Conditions and any other terms of this contract, these Special Conditions shall prevail.

### **3. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete requiring the other to complete within fourteen (14) days from the date of service of the notice, which time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

If the Vendor issues a Notice to Complete the Purchaser shall allow the Vendor on completion the sum of \$350.00 + GST for additional legal costs incurred as a consequence of issuing such notice.

### **4. Extension of Notice to Complete**

In the event of the Vendor and Purchaser agree to extend the Notice to Complete, the Purchaser shall allow the Vendor on completion the sum of \$350.00 + GST for additional legal costs incurred as a consequence of such extension.

### **5. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion die or become mentally ill (as defined in the Mental Health Act) or become bankrupt (or if a company go into liquidation) then either party may rescind this contract by notice in writing

forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

## **6. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

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

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

## **7. Late completion**

In the event that completion is not effected:

- (a) due to the purchasers default on the nominated day for settlement then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion up to and including the actual day of completion.
- (b) due to the vendors inability to complete on the nominated day for settlement then from the third day after written notice is received by the purchaser from the vendor that the vendor is able to settle the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the new date nominated for completion up to and including the actual day of completion.

## **8. Cost of Rescheduled Settlement**

In the event that settlement does not take place on the completion date due to default of the Purchaser or their incoming Mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay to the vendor an additional \$250.00 + GST on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay. In the event that settlement is re-scheduled on more than one occasion, the Purchaser must pay to the Vendor an additional \$250.00 + GST for each rescheduled settlement time and date on settlement.

## **9. Agent**

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

## **10. Deposit bond**

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendors solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

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

**11. Non-prescribed / auxiliary documents**

The Vendor does not provide any warranty with respect to whether any documents in relation to this property are complete, accurate or current and the Purchaser shall not be entitled to raise any requisition, claim for compensation or delay or rescind this contract as a result of any matter either disclosed or not disclosed therein.

**12. Requisitions on Title**

The purchaser agrees that the only form of general requisitions on title that the purchaser may make under clause 5 hereof are those requisitions on title annexed hereto.

**13. Release of deposit**

Notwithstanding any provision contained herein to the contrary the purchaser hereby agrees to release the whole or any part of the deposit paid herein to the vendors to use as a:

- (a) Deposit on any property being purchased by the vendor in New South Wales; or
- (b) For the use by the vendor as stamp duty on any property being purchased by the vendor in New South Wales; or
- (c) For the use by the vendors as monies payable to any discharging mortgagee on completion: or
- (d) An ingoing contribution for a lease pursuant to the Retirement Villages Act; or
- (e) For the payment of a rental bond and initial rental payment.

PROVIDED that the vendor does not permit further release of such deposit without the purchasers consent. This clause shall be sufficient authority to the deposit holder to release the deposit as noted above and precludes the purchasers written consent to be provided for such release.

DRAFT

## **Requisitions on Title**

Many issues normally the subject of requisitions are covered by the law, the contract and pre-contract investigations and negotiations.

Making the usual requisitions and receiving the usual replies dealing with the plethora of potentially relevant matters has been reduced to a few general questions allowing the vendor to easily reply appropriately.

### **All properties**

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?



FOLIO: 3/1240585

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SEARCH DATE	TIME	EDITION NO	DATE
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21/10/2025	8:11 PM	5	7/8/2020

LAND

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LOT 3 IN DEPOSITED PLAN 1240585  
 AT WILLOW VALE  
 LOCAL GOVERNMENT AREA WINGECARRIBEE  
 PARISH OF COLO COUNTY OF CAMDEN  
 TITLE DIAGRAM DP1240585

FIRST SCHEDULE

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KAREN LEEANNE DALPRA  
 DEAN ROY DALPRA  
 AS JOINT TENANTS (T AQ304472)

SECOND SCHEDULE (5 NOTIFICATIONS)

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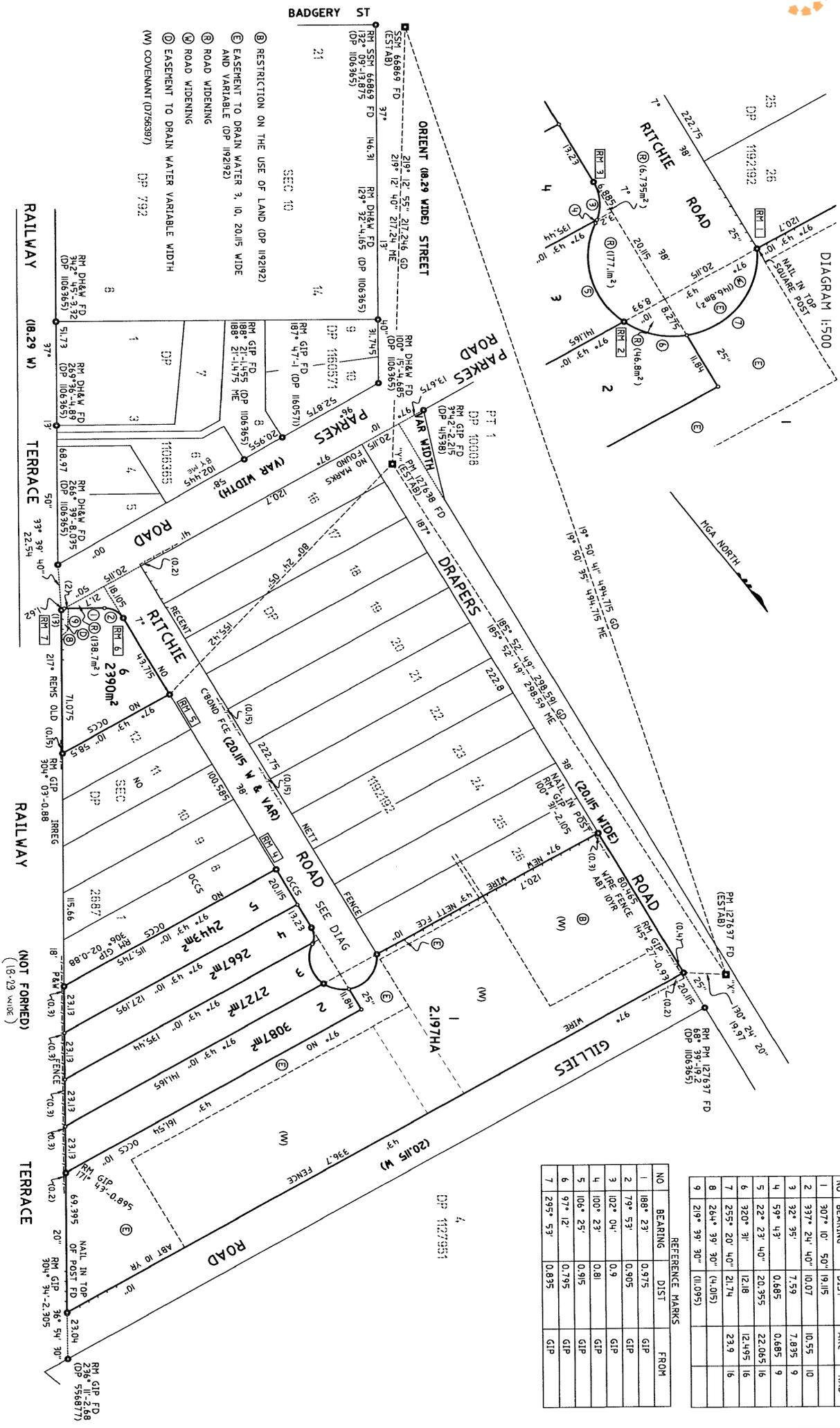
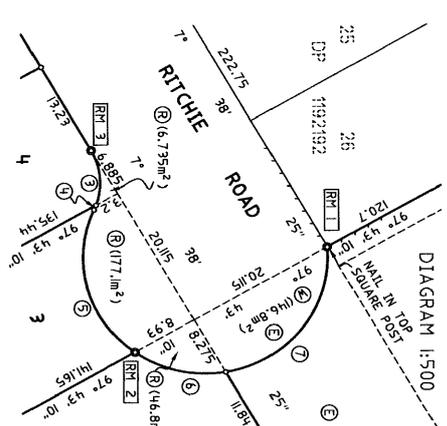
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D756397 COVENANT
- 3 AN45928 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1247472 EASEMENT TO DRAIN WATER 10, 20.115 METRE(S) WIDE AND  
 VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AQ304473 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



- Ⓚ RESTRICTION ON THE USE OF LAND (DP 192192)
- Ⓛ EASEMENT TO DRAIN WATER TO, IO, 20.115 WIDE AND VARIABLE (DP 192192)
- Ⓜ ROAD WIDENING
- Ⓨ ROAD WIDENING
- Ⓩ EASEMENT TO DRAIN WATER VARIABLE WIDTH
- ⓐ COVENANT (0766997) DP 7192

**SURVEYING AND SPATIAL INFORMATION REGULATION 2012**  
 CL 35(1)(b) & CL 61 (2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	METHOD	ORIGIN
SSM 66869	267785.137	618709.6281	56	B	2	SCIMS	SCIMS
PM 127637	267953.007	6187485.042	56	B	2	SCIMS	SCIMS
PM 127638	267922.511	6187187.973	56	B	2	SCIMS	SCIMS

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS 24-12-16

Surveyor: RICHARD R COX  
 Date of Survey: 15/6/2017  
 Surveyors ref: 10231-2

PLAN OF SUBDIVISION AND CONSOLIDATION OF  
 LOTS 4-7 INCL, LOTS 13-18 INCL SEC 1 DP 2887  
 AND LOT 27 DP 1192192

LGA: WINGECARRIBEE  
 Locality: WILLOW VALE  
 Subdivision No: 17/0484  
 Lengths are in metres Red Ratio: 1:1250

14.03.2018



REF TO BOUNDARIES

NO	BEARING	DIST	FROM	TO	ARC	RAD
1	307° 10' 50"	19.115			10.55	10
2	337° 24' 40"	10.07			7.895	9
3	32° 35'	7.59			0.685	9
4	59° 43'	0.685			22.065	16
5	22° 23' 40"	20.555			12.495	16
6	320° 31'	12.18			23.9	16
7	255° 20' 40"	21.74				
8	284° 39' 30"	(1.015)				
9	219° 39' 30"	(1.035)				

REFERENCE MARKS

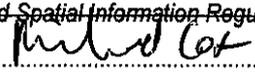
NO	BEARING	DIST	FROM
1	188° 23'	0.975	GIP
2	79° 53'	0.905	GIP
3	102° 04'	0.9	GIP
4	100° 23'	0.81	GIP
5	106° 25'	0.915	GIP
6	97° 12'	0.795	GIP
7	295° 53'	0.895	GIP

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Registered:  14.03.2018</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: center;">Office Use Only</p> <div style="text-align: center;">   <b>DP1240585 S</b> </div> <p style="text-align: center;">ce Use Only</p>
<p><b>PLAN OF SUBDIVISION AND CONSOLIDATION OF LOTS 4 - 7 INCL AND LOTS 13 - 18 INCL SECTION 1 DP 2687 AND LOT 27 DP 1192192</b></p>	<p>LGA: WINGECARRIBEE</p> <p>Locality: WILLOW VALE</p> <p>Parish: COLO</p> <p>County: CAMDEN</p>
<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p style="text-align: center;"><del>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.</del></p> <p style="text-align: center;"><del>Signature: .....</del></p> <p style="text-align: center;"><del>Date: .....</del></p> <p style="text-align: center;"><del>File Number: .....</del></p> <p style="text-align: center;"><del>Office: .....</del></p>	<p style="text-align: center;">Survey Certificate</p> <p>I, RICHARD R COX</p> <p>of 15 BUNDAROO STREET BOWRAL 2576 .....</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 15/6/2017 .....</i></p> <p><i>*(b) The part of the land shown in the plan (*being*excluding<sup>^</sup> was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature:  Dated: 19/6/2017</p> <p>Surveyor ID: 876</p> <p>Datum Line: "X - Y" .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><small>*Strike through if inapplicable.</small></p> <p><small><sup>^</sup>Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Nicholas Wilton</u></p> <p><small>*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.</small></p> <p>Signature: </p> <p>Accreditation number: <u>WIA</u></p> <p>Consent Authority: <u>Wingecarribee Shire Council</u></p> <p>Date of endorsement: <u>12 July 2017</u></p> <p>Subdivision Certificate number: <u>17/0484</u></p> <p>File number: <u>17/0484</u></p> <p><small>*Strike through if inapplicable.</small></p>	<p>Plans used in the preparation of survey/compilation:</p> <p style="text-align: center;">DP 2687 DP 556877 DP 1106365 DP 1160571 DP 1192192</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE ROAD WIDENING</p> <p>(R) TO THE PUBLIC AS PUBLIC ROAD</p> <p>(W) TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO EASEMENT TO DRAIN WATER 3, 10, 20.115 WIDE AND VARIABLE (DP 1192192)</p>	<p>Surveyor's Reference: 10231-2</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  14.03.2018

DP1240585

PLAN OF SUBDIVISION AND  
 CONSOLIDATION OF LOTS 4 - 7 INCL AND  
 LOTS 13 - 18 INCL SECTION 1 DP 2687  
 AND LOT 27 DP 1192192

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
  - 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: 1710484  
 Date of Endorsement: 12 July 2017

Lot	Street number	Street name	Street type	Locality
1	20	RITCHIE	ROAD	WILLOW VALE
2	18	RITCHIE	ROAD	WILLOW VALE
3	16	RITCHIE	ROAD	WILLOW VALE
4	14	RITCHIE	ROAD	WILLOW VALE
5	12	RITCHIE	ROAD	WILLOW VALE
6	2	RITCHIE	ROAD	WILLOW VALE

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

(1) EASEMENT TO DRAIN WATER VARIABLE WIDTH

Esti Constructions Pty Ltd  
 (ACN 002 267 674)

  
 Simon Pikkat  
 Sole Director/secretary

Signed at Sydney the 6<sup>th</sup> day of  
 FEBRUARY 2017 For Commonwealth  
 Bank Of Australia ABN 48 123 123 124 by its  
 Duly appointed Attorney under Power of  
 Attorney Book 4297 No 297

Witness

  
 David Wall

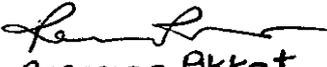
  
 Linda De La Croix

150 George Street Parramatta NSW 2150

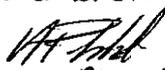
(D)

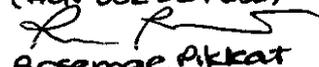
Willow Properties Pty Ltd  
 (ACN 002 269 954)

  
 Arvo Pikkat  
 Director

  
 Rosemae Akkat  
 Director

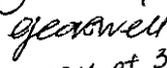
Paloma Blanca Pastoral Pty Ltd  
 (ACN 002 267 683)

  
 Arvo Pikkat  
 Director

  
 Rosemae Akkat  
 Director

  
 Nick Wilton

Group Manager  
 Development Services  
 Wingecarribee Shire Council

  
 Emma-Jane Carswell  
 witness by   
 of 30 Biara Street  
 Parramatta

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10231-2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919**

Sheet 1 of 3 Sheets



**DP1240585 B**

of Subdivision and Consolidation of Lots 4-7 incl and  
Lots 13-18 incl Section 1 in Deposited Plan 2687  
and Lot 27 in Deposited Plan 1192192  
covered by Subdivision Certificate 17/0484

**Full name and address of  
proprietor of the land:**

Willow Properties Pty Ltd (ACN 002 269 954)  
Paloma Blanca Pastoral Pty Ltd (ACN 002 267 683)  
Esti Constructions Pty Ltd (ABN 70 002 267 674)  
Cnr Hume Highway and Crimea Street  
Mittagong NSW 2575

*Raymond Eric Irving & Maria Irving  
of 13 Drapers Rd, Willow Vale  
NSW 2575.*

**PART 1**

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 variable width (D)	6	Wingecarribee Shire Council

**Nick Wilton**  
Group Manager  
Development Services  
Wingecarribee Shire Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919**

Sheet 2 of 3 Sheets

**DP1240585**

of Subdivision and Consolidation of Lots 4-7 incl  
and Lots 13-18 incl Section 1 in Deposited Plan  
2687 and Lot 27 in Deposited Plan 1192192  
Covered by Subdivision Certificate 1710484

20/2/18 ~~Nicholas Wilton~~  
CS - SIGNED on behalf

Wingecarribee Shire Council

 ..... NICHOLAS WILTON

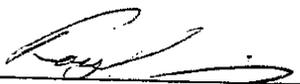
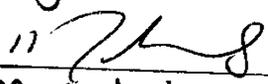
By its authorised delegate pursuant to s.378 of the Local Government Act 1993

Signature of witness: ..... 

Name of witness: ..... Sophie Broadbent

Address of witness: ..... 68 Elizabeth Street, Moss Vale.

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

Signed by -  
  
Raymond Eric Irving  
"   
Maria Irving

  
  
~~Raymond Eric Irving~~

CS - 20/2/18

CS - 20/2/18

  
Emma-Jane Carswell  
3C Biara St, Bargo

  
Simon Dickett  
director / secretary

CS - 20/2/18

D.W

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE  
OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT, 1919**

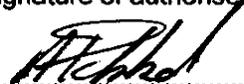
Sheet 3 of 3 Sheets

**DP1240585**

of Subdivision and Consolidation of Lots 4-7 incl and  
Lots 13-18 incl Section 1 in Deposited Plan 2687  
and Lot 27 in Deposited Plan 1192192  
Covered by Subdivision Certificate 17/0484

Executed by Paloma Blanca Pastoral Pty Ltd (ACN 002 267 683) in accordance with  
Section 127 of the Corporations Act 2001

Signature of authorised person:



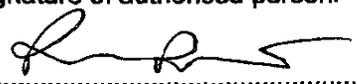
ARVO PIKKAT

Name of authorised person:

Position held:

Director

Signature of authorised person:



Director  
ROSEMAE PIKKAT

Executed by Willow Properties Pty Ltd (ACN 002 269 954) in accordance with  
Section 127 of the Corporations Act 2001

Signature of authorised person:



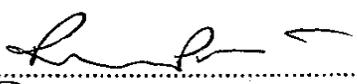
ARVO PIKKAT

Name of authorised person:

Position held:

Director

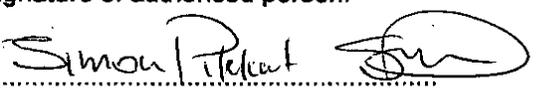
Signature of authorised person:



Director  
Rosemae PIKKAT

Executed by Esti Constructions Pty Ltd (ACN 002 267 674) in accordance with  
Section 127 of the Corporations Act 2001

Signature of authorised person:



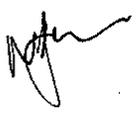
Name of authorised person:

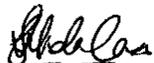
Position held: Sole director / secretary

Signature of authorised person:

.....

Signed at Sydney the 6th day of  
FEBRUARY 2018 For Commonwealth  
Bank Of Australia ABN 48 123 123 124 by its  
Duly appointed Attorney under Power of  
Attorney Book 4297 No 297



Witness  David Wall

Linda De La Croix  
150 George Street Parramatta NSW 2150

Nick Wilton  
Group Manager  
Development Services  
Wingecarribee Shire Council

REGISTERED  14.03.2018



*E. J. Woods* R.P. 13.  
 New South Wales.

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900).

**B3147C**

D756397  
 17/10/27  
 12:06  
 12:06  
 15:00

(Trusts must not be disclosed in the transfer.)

a If a lease, annuity or other interest in fee simple, and an intention the required alteration.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used. A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

**WE. EDWARD LUDOWICI** of Sydney, Medical Practitioner (as to two undivided third parts or shares) and **MARGARET LILLIAN HAWDON** of Bondi, Spinster (as to the remaining one-third part or shares) (herein called transferor s) being registered as the proprietors of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of *Three thousand Eight Hundred and Eighty Five pounds* (£3885) (the receipt whereof is hereby acknowledged) paid to us by **DAVID SPRING, HAROLD VICTOR GIBBONS and LUKE HALLEY SMITH** all of Sydney, Gentlemen, the Trustees for the time being of the Manchester Unity Independent Order of Oddfellows Friendly Society in New South Wales (herein called transferee s) do hereby transfer to the said transferee s as Joint Tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

(1998) (the receipt whereof is hereby acknowledged) paid to us by DAVID SPRING, HAROLD VICTOR GIBBONS and LUKE HALLEY SMITH all of Sydney, Gentlemen, the Trustees for the time being of the Manchester Unity Independent Order of Oddfellows Friendly Society in New South Wales

do hereby transfer to the said transferee s as Joint Tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only) (d)
		Whole or Part.	Vol.	Fol.	
Camden	Mittagong	Part	3419	115	The whole of sections 19, 22 and 28 D.P. 2686 and those parts of Sections 20, 21, 23 and 24 D.P. 2686 lying and being on the Western side of Great Southern Railway Line
			3419	116	

And the transferee covenants with the transferor

FOR COVENANT SEE ANNEXURE "A."

D756397 ENCUMBRANCES, &c., REFERRED TO.  
 2686.

**RESERVATIONS AND CONDITIONS AS IN GRANT**

Signed at *Camden* the *16<sup>th</sup>* day of *September* 19*27*.

Signed in my presence by the transferors.

WHO ARE PERSONALLY KNOWN TO ME

*[Signatures]*  
 Signed *[Signature]*

*E. Ludowici*  
*M. L. Hawdon*  
 Transferors

Signed in my presence by the transferees.

WHO ARE PERSONALLY KNOWN TO ME

*[Signature]*

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

*David Spring*  
*[Signature]*  
 Transferee

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-registration on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferee, the solicitor may sign in cases where it is established that the transferee's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the exposition.

NOT TO BE ALTERED BY ERASURE—See First Note.

FROM NOTION.

To be entered on New Certificates

AND the Transferees COVENANT with the Transferrors that the Transferees their executors administrators or assigns will not at any time hereafter use or permit or suffer to be used the lands hereby transferred or any part thereof for the purpose of carrying on or conducting thereon the business or trade of a piggery or any other noxious or offensive trade or process AND FURTHER that they will not at any time use or permit or suffer to be used the said land or any part thereof for the purpose of a Home or other institution for the treatment of persons suffering from any infectious disease

- (a) The land to which the benefit of this restriction is appurtenant is the residue of the land comprised in Certificates of Title Volume 3419 Folios 115 and 116 and the whole of the land comprised in Certificates of Title Volume 2663 Folio 38, Volume 1083 Folio 123 and Volume 1133 Folio 77
- (b) The land which is subject to the burden of the restriction is the land comprised in the abovescribed Memorandum of Transfer.
- (c) The persons having the right to release vary or modify the restriction are the transferrors their executors administrators or assigns

AND the Transferrors DO HEREBY COVENANT with the transferees that the Transferrors their Executors Administrators or assigns will not at any time hereafter use or permit or suffer to be used any part of the land comprised in Certificates of Title Volume 3419 Folios 115 and 116 situate and lying within a distance of 200 yards from the Western side of the Hume Highway for the purpose of carrying on and conducting thereon the business or trade of a piggery or any other noxious or offensive trade or process.

- (a) The land to which the benefit of this restriction is appurtenant is the land comprised in the abovescribed memorandum of transfer.
- (b) The land which is subject to the burden of the restriction is that part of the land comprised in Certificates of Title Volume 3419 Folios 115 and 116 situate and lying within a distance of 200 yards from the western side of the Hume Highway
- (c) The persons having the right to release vary or modify the restriction are the transferees their executors administrators or assigns.

AND the Transferrors DO HEREBY FURTHER COVENANT with the Transferees that the Transferrors their executors, administrators or assigns will not at any time use or permit or suffer to be used any part of the residue of the land comprised in Certificates of Title Volume 3419 Folios 115 and 116 or of the land comprised in Certificates of Title Volume 2663 Folio 38 Volume 1083 Folio 123 and Volume 1133 Folio 77 for the purpose of a Home or other Institution for the treatment of persons suffering from any infectious disease

- (a) The land to which the benefit of this restriction is appurtenant is the land comprised in the abovescribed memorandum of transfer.
- (b) The land which is subject to the burden of the restriction is the residue of the land comprised in Certificates of Title Volume 3419 Folios 115 and 116 and the whole of the land comprised in Certificates of Title Volume 2663 Fol 38, Volume 1083 Folio 123 and Volume 1133 Folio 77.
- (c) The persons having the right to release vary or modify the restriction are the transferees their executors administrators or assigns.)

To be entered on New Certificates 2663/38 1083/123 1133/77

This is the covenant referred to as annexure " A " in the annexed Memorandum of transfer from Edward Ludowici and Margaret Lilian Hawdon to David Spring, Harold Victor Gibbons and Luke Halley Smith dated the day of September 1947.

SIGNED in my presence by the transferrors who are personally known to me:

SIGNED in my presence by the transferees who are personally known to me:

E. Ludowici  
M. L. Hawdon

David Spring  
H. V. Gibbons  
Luke Halley Smith

[Signature]

No. **D756397**

LODGED BY **R. THORNTON & SON,**  
 Solicitors,  
 186 Elizabeth Street,  
 SYDNEY.

**CONSENT OF MORTGAGEE.**

I, *release and discharge the land comprised in the within mortgage under Mortgage No. [redacted] thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.*

Dated at *this* day of *19*

Signed in my presence by *who is personally known to me.*

Mortgagee

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at *the* day of *19*

Signed in the presence of--

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me at *the* day of *one thousand* and declared that he personally knew *the person* signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said *is* own handwriting, and that *he* was of sound mind and freely and voluntarily signed the same.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

**MEMORANDUM OF TRANSFER of**

Acres *18 1/2* rods *22 1/2* perches *and parts of*  
*21, 23 & DP 2686 near Luke's Balm*  
 Shire *Natda*  
 Parish *(Subject to covenants)*  
*David Young* } as Joint Tenants  
*Harold Victor Gibson* }  
*Luke Halley Smith* } Transferees

**DOCUMENTS LODGED HEREWITH.**

To be filed in by person lodging dealing.

Nature.	No.	Reg'd Propr. M't'gor, etc.

Particulars entered in Register Book, Vol. *115* Fol. *116*

the *25th* day of *January* 19*48*  
 at *3:15* minutes *2* o'clock in the *noon*

*J. H. Pell*  
 Registrar-General.



**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written	<i>W.P.</i>	<i>6/11/48</i>
Draft examined...	<i>J.H.P.</i>	<i>15/11/48</i>
Diagram prepared	<i>J.H.P.</i>	<i>17/11/48</i>
Diagram examined	<i>J.H.P.</i>	<i>17/11/48</i>
Draft forwarded	<i>J.H.P.</i>	<i>17/11/48</i>
Supt. of Engravers	<i>J.H.P.</i>	<i>16/11/48</i>
Cancellation Clerk	<i>J.H.P.</i>	<i>16/11/48</i>
<b>VOL. 5697</b>	<b>Fol. 555</b>	
Diagram Fees	<i>5688</i>	<i>5</i>
Additional Folia		

THESE SPACES FOR DEPARTMENTAL USE

EXTRA FEES  
 Diagram Cont. 1-2-6  
 15/0

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Province, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the transfer, and 1/ for every new Certificate of Title issuing upon a transfer on sale for a consideration of not more than £1,000, and 1/ 5s for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



AN45928H

Form: 01TO  
Releasee: 2-1

**TRANSFER GRANT IN  
EASEMENT ETC  
OVER OWN LAND**  
New South Wales  
Section 46A Real Property Act 1900

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

(A) **TORRENS TITLE**

Servient Tenement 4-18/1/2687	Dominant Tenement 4-18/1/2687
----------------------------------	----------------------------------

(B) **LODGED BY**

Document Collection Box IW.	Name, Address or DX, Telephone, and Customer Account Number if any ARVO PIKKAT PO Box 15 MITTAGONG 2575 4871 2622. Reference: RITCHIE	CODE <b>TO</b>
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(C) **REGISTERED PROPRIETOR**

of both the dominant and the servient tenements referred to at (A)  
WILLOW PROPERTIES PTY LTD ACN 002 269 954, PALOMA BLANCA PASTORAL PTY LTD ACN 002 267 683  
AND ESTI CONSTRUCTIONS PTY LTD ACN 002 267 674

(D) **DESCRIPTION**

of the restriction on the use of land

THE RESTRICTIONS AS DEFINED IN ANNEXURE A BOTH BURDEN AND BENEFIT THE WHOLE OF THE SERVIENT TENEMENT AND DOMINANT TENEMENT IN THEIR ENTIRETY.

(E) **MORTGAGE / CHARGE / COVENANT CHARGE (if any)**

affecting the servient / dominant tenement referred to at (A)			
Number	Torrens Title	Type of Instrument	Mortgagee / chargee / covenant chargee
NIL			

The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants  
(F) **A RESTRICTION ON THE USE OF LAND** out of the servient tenement and appurtenant to the dominant tenement in the terms specified above at (D).

(G) **DATE** 15/1/2018

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company:  
Authority: AS PER ANNEXURE B.

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Director

**ANNEXURE " A "**

**TRANSFER GRANTING EASEMENT ETC OVER OWN LAND**

REGISTERED PROPRIETOR: WILLOW PROPERTIES PTY LTD, PALOMA BLANCA PASTORAL PTY LTD  
and ESTI CONSTRUCTIONS PTY LTD

FOLIO: 4-18/1/2687

**Terms of Restriction on the Use of Land:**

- a) No main building shall be erected or permitted to remain on any Lot burdened which has a floor area of less than 200 square metres which may include car accommodation, but excludes patios and verandahs.
- b) Part second storey dwellings are permissible but only within the roof space.
- c) No building shall be erected or permitted to be erected on any burdened lot other than with external wall constructed of brick, rendered cement blocks, glass, powder-coated architectural colour bond steel or other natural materials.
- d) No second hand materials shall be used in the erection of any dwelling or other structure on the Lots hereby burdened.
- e) No building shall be erected or permitted to remain in the burdened lot unless the dwelling has an enclosed sub floor.
- f) No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a flat roof of any material other than:
  - i. Terracotta or glazed coated cement roof tiles;
  - ii. Slate;
  - iii. Corrugated Metal that has been treated by the process commonly known as colour bonding or a similar factory pre-coated process
- g) No trucks or commercial vehicles exceeding three (3) tonnes (unladen weight) shall be allowed to remain permanently parked (or garaged) on any lot burdened.
- h) No unregistered motor vehicle shall be permitted to remain on any lot burdened unless the same is not visible from any public roads and/or places or is housed in a garage on the burdened lot.
- i) No temporary, partial or relocated building or structure shall be erected or permitted to remain on any burdened lot unless for use in connection with the building of a residence.
- j) No excavation material, trees, builder's waste or other substances shall be deposited on lots adjacent or burdened.
- k) No carport shall be erected or permitted to remain erected on any burdened lot unless it is under the main roof of the dwelling.
- l) No noxious, noisome or offensive occupation, trade or business shall be conducted or carried out on any burdened lot.
- m) No colourbond fencing is to be erected where it is visible from the street on any burdened lot unless such fence falls within the building alignment.
- n) Any shedding or garaging that is detached can be constructed in conjunction with the dwelling but cannot be constructed prior to the commencement of a dwelling. The materials used on the shedding or garaging are to be new and not second hand and colour bond metal cladding can be used.

**ANNEXURE " B "**

**TRANSFER GRANTING EASEMENT ETC OVER OWN LAND**

REGISTERED PROPRIETOR: WILLOW PROPERTIES PTY LTD, PALOMA BLANCA PASTORAL PTY LTD  
and ESTI CONSTRUCTIONS PTY LTD

FOLIO: 4-18/1/2687

**Executed by Willow Properties Pty Ltd (ACN: 002 269 954)**



.....

Director  
Arvo Pikkat  
12 Nero Street  
MITTAGONG NSW 2575



.....

Director  
Rose-Mae Pikkat  
12 Nero Street  
MITTAGONG NSW 2575

**Executed by Paloma Blanca Pastoral Pty Ltd (ACN: 002 267 683)**



.....

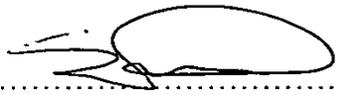
Director  
Arvo Pikkat  
12 Nero Street  
MITTAGONG NSW 2575



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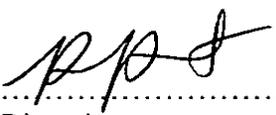
Director  
Rose-Mae Pikkat  
12 Nero Street  
MITTAGONG NSW 2575

**Executed by Esti Constructions Pty Ltd (ACN: 002 267 674)**



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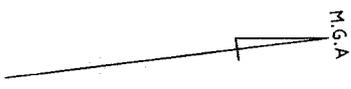
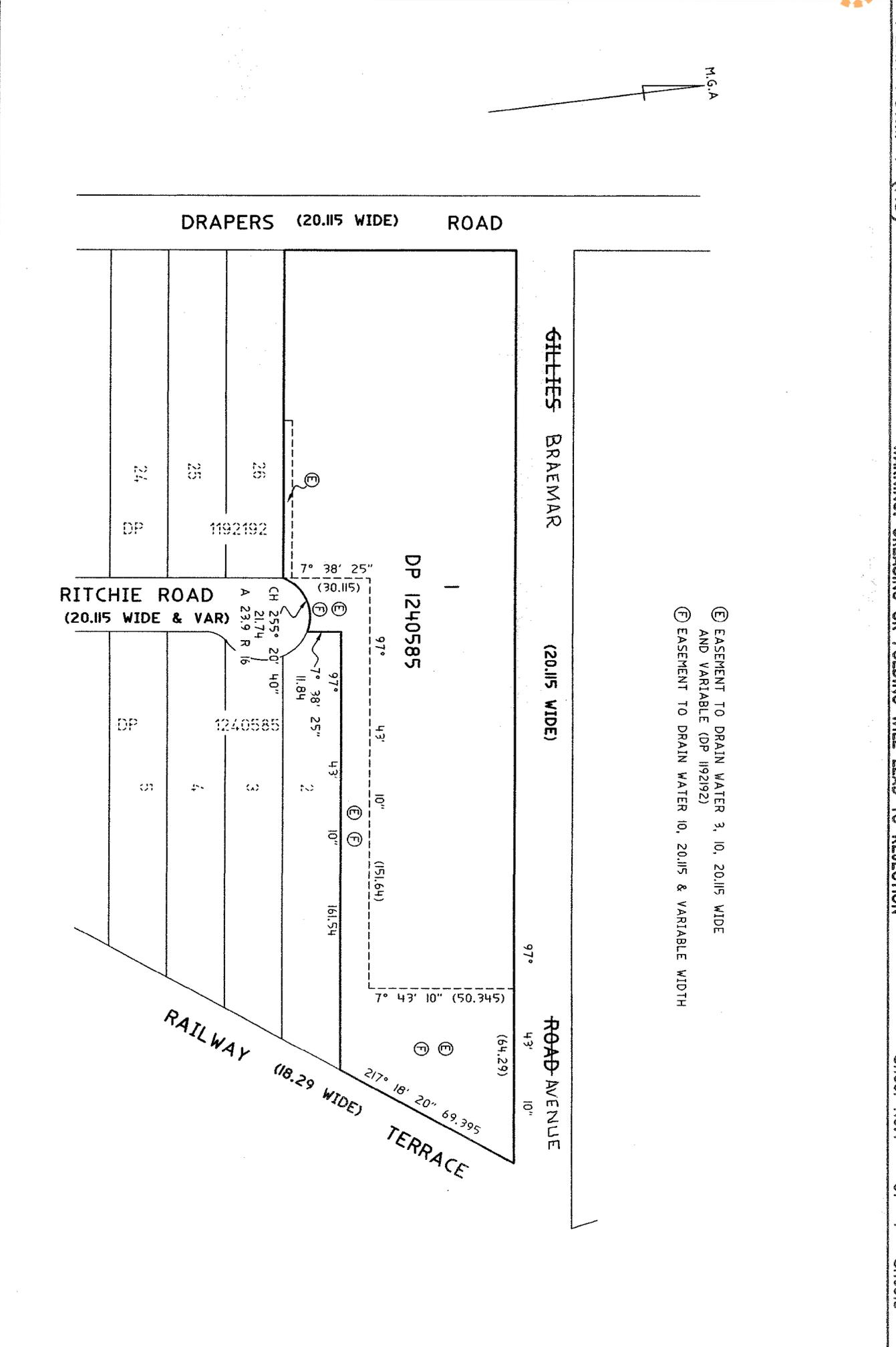
Director  
Simon Pikkat  
12 Nero Street  
MITTAGONG NSW 2575

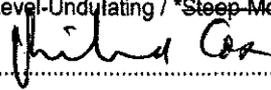
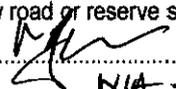


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Director  
Kristi Rose Pikkat  
12 Nero Street  
MITTAGONG NSW 2575

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm														
Surveyors ref 10231-3														
Date of Survey 1-06-18														
Surveyor RICHARD R COX														
PLAN OF EASEMENT WITHIN														
LOT 1 DP 1240585														
LGA: WINGECARRIBEE														
Locality: WILLOW VALE														
Subdivision No:														
Lengths are in metres Red Ratio: 1:1250														
26.10.2018														
DP1247472 P														



<p>PLAN FORM 6 (2017)</p>	<p>DEPOSITED PLAN ADMINISTRATION SHEET</p>	<p>Sheet 1 of 2 sheet(s)</p>
<p>Office Use Only</p> <p>Registered:  26.10.2018</p> <p>Title System: TORRENS</p>	<p>Use Only</p>  <p>DP1247472 S</p>	
<p>PLAN OF EASEMENT WITHIN LOT 1 DP 1240585</p>	<p>LGA: WINGECARRIBEE                  Locality: WILLOW VALE                  Parish: COLO                  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><del>*(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 .....</del> or</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** .....</del>)                  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..... 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 <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "X" "Y"                  Type: *Urban/*Rural                  The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 1/6/2018</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 1240585      DP 1192192</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: NIA                  Consent Authority: WINGECARRIBEE SHIRE COUNCIL                  Date of endorsement: 29.00.2018                  Subdivision Certificate number: 17/0484.01                  File number: 17/0484.</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 10231-3</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

24

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  26.10.2018

DP1247472

PLAN OF EASEMENT WITHIN LOT 1  
DP ~~4245085~~ 1240585

Subdivision Certificate number: 17/0404.01

Date of Endorsement: 29.06.2018

- 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.

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

- (1) POSITIVE COVENANT
- (2) RESTRICTION ON THE USE OF LAND.
- (3) EASEMENT TO DRAIN WATER 10, 20.115 & VARIABLE WIDTH

  
Raymond Irving

  
Maria Irving

Signed at Sydney the 14th day of  
~~SEPTEMBER~~ SEPTEMBER 2018 For Commonwealth  
Bank Of Australia ABN 43 123 123 124 by its  
Duly appointed Attorney under Power of  
Attorney Book 4297 No 297

Witness



**Elisa Jiang**

150 George Street Parramatta NSW 2150

  
David Wall

  
**Nick Wilton**  
Group Manager  
Development Services  
Wingecarribee Shire Council

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10231-3

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 OF THE CONVEYANCING ACT 1919**



Sheet 1 of 4

1240585  
of Easement within Lot 1 DP-1245085 RA

**DP1247472 B**

**Full name and address of proprietors**

Raymond Eric Irving

**of the land:**

Maria Irving  
13 Drapers Road Willow Vale  
NSW 2575

**Part 1 (Creation)**

<b>Number of Item shown in the intention panel on the plan</b>	<b>Identity of easement, profit, &amp;prendre, restrictions or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), roads(s), bodies or Prescribed Authorities:</b>
1	Positive Covenant	1 / 1240585	Wingecarribee Shire Council
2	Restriction on the Use of Land	1 / 1240585	Wingecarribee Shire Council
3	Easement To Drain Water 10, 20.115 and variable width (F)	1 / 1240585	8 to12 / 1 / 2687 (incl) 2 to 6 / 1240585 (incl) Wingecarribee Shire Council

D.W

**Nick Wilton**  
Group Manager  
Development Services  
Wingecarribee Shire Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 OF THE CONVEYANCING ACT 1919**

**DP1247472**

Sheet 2 of 4  
1240585  
of Easement within Lot 1 DP ~~1245085~~ 21

**Part 2 (Terms)**

**Terms of Positive Covenant Numbered 1 in This Instrument:**

1. The proprietors of Lot 1 DP 1240585 hereby burdened with respect to the detention and stormwater facilities described in D&M Consulting Pty Ltd Consulting Engineers: Water Management Study (Reference 14787) (Council's File Ref: LUA 15/0633) held in the offices of the Wingecarribee Shire Council, Elizabeth Street, Moss Vale shall:
  - a) Permit stormwater to be temporarily detained in the detention facility.
  - b) Keep the detention facility clean and free from silt, rubbish and debris.
  - c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.
  - d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
  - e) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.
  - f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
  - g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause with the time stated in the notice.
  
2. In the event of the proprietors failing to comply with the terms of any written notice served with respect of the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the *Conveyancing Act 1919*. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
  
3. In this Covenant "Council" means the Wingecarribee Shire Council.

*P.W.*

  
**Nick Wilton**  
Group Manager  
Development Services  
Wingecarribee Shire Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 OF THE CONVEYANCING ACT 1919**

Sheet 3 of 4

**DP1247472**

of Easement within Lot 1 DP-1245005 <sup>1240585</sup> RA

**Terms of Restriction on the Use of Land Numbered 2 in This Instrument:**

No change in the shape or alteration in the structure of the stormwater facilities approved by the Wingecarribee Shire Council shall be made by the registered proprietor of each of the lots burdened.

**Name of authority empowered to release, vary or modify the Restriction and Positive Covenant numbered 1 & 2 in this plan:**

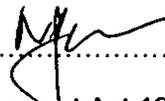
Wingecarribee Shire Council.

**Name of authority whose consent is required to release, vary or modify the Easement numbered 3 in this plan:**

Wingecarribee Shire Council.

Signed on behalf of

WINGECARRIBEE SHIRE COUNCIL



By its authorized delegate pursuant to S.378 of the local Government Act 1993

...NICHOLAS WILTON

Signature of witness:



Name of witness:

ELIZABETH JANE

Address of witness:

68 ELIZABETH ST MOSS VALE

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

D.W

INSTRUMENT SETTING OUT TERMS OF EASEMENTS

OR PROFITS A 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 OF THE CONVEYANCING ACT 1919

DP1247472

Sheet 4 of 4  
1240585  
of Easement within Lot 1 DP 4245085 R1

*Raymond Irvine*  
.....  
Name of Owner

*[Signature]*  
.....  
Signature

*Jennifer Bailey*  
.....  
Name of Witness

*Jennifer Bailey*  
.....  
Signature

*599 Wombeyan Caves Rd High Range NSW*  
.....  
Address of Witness

*Maria Irving*  
.....  
Name of Owner

*[Signature]*  
.....  
Signature

*Jennifer Bailey*  
.....  
Name of Witness

*Jennifer Bailey*  
.....  
Signature

*599 Wombeyan Caves Rd High Range NSW*  
.....  
Address of Witness

Signed at Sydney the *14<sup>th</sup>* day of  
~~SEPTEMBER~~ *2018* For Commonwealth  
Bank Of Australia ABN 48 123 123 124 by its  
Duly appointed Attorney under Power of  
Attorney Book 4297 No 297 *D. Wall*  
**David Wall**

Witness  
*[Signature]*

*[Signature]*  
**Nick Wilton**  
Group Manager  
Development Services  
Wingecarribee Shire Council

**Elisa Jiang**  
150 George Street Parramatta NSW 2150

REGISTERED  26.10.2018

# Planning Certificate

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

**To:** OUR LAWYERS  
87 MAIN STREET  
MITTAGONG NSW 2575

**Your Ref:** 18456 DALPRA  
**Fees Paid:** \$ 70.60  
**Receipt Number:** -44596731

**Certificate Date:** 29 October 2025

---

**Certificate Number:** S10.726/1596

**This certificate relates to:** 16 RITCHIE ROAD WILLOW VALE NSW 2575

**Legal Description:** Lot 3 DP 1240585

**Property No:** 1811460

**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/](http://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](http://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](http://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

Northern Villages 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 (Housing) 2021* for in-fill affordable housing, group homes, supportive accommodation and social housing (November 2022).

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 R5 Large Lot Residential**

#### **1 Objectives of zone**

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.

- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide a restricted range of opportunities for employment development and community facilities and services that do not unreasonably or significantly detract from-
  - (a) the primary residential function, character and amenity of the neighbourhood, and
  - (b) the quality of the natural and built environments.

## **2 Permitted without consent**

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

## **3 Permitted with consent**

Bed and breakfast accommodation; Dual occupancies (attached); Dwelling houses; Group homes; Oyster aquaculture; Pond-based aquaculture; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

## **4 Prohibited**

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Camping grounds; Car parks; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

*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](http://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](http://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.

*Note: Pursuant to clause 4.2A of the Wingecarribee Local Environment Plan 2010, there are provisions that enable Council to approve a dwelling house on a smaller lot, subject to development consent.*

**(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](http://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](http://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 4,000m<sup>2</sup> 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><b>Outstanding biodiversity value</b></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><b>Critical habitat of endangered species, populations and ecological communities</b></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><b>State Heritage Register and interim heritage orders</b></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><b>Wilderness area</b></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><b>Exempt development excluded areas</b></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.***

The land or part of the land IS within the flood planning area.

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 IS 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.*

## 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.***

NONE 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

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- (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.

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## 15. PROPERTY VEGETATION PLANS

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**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*.

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## 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.*

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## 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.*

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## 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.

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## 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.

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## 20. WESTERN SYDNEY AEROTROPOLIS

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*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.

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## 21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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*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

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*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

Our Ref: DD26/0614  
**Your Ref:**  
Property No: 1811460

23 October 2025

OUR LAWYERS  
87 Main Street  
Mittagong NSW 2575

Dear Sir/Madam

**Re: Application for Sewer Reference Sheet and Drainage Diagram**  
**Property: Lot 3 DP 1240585 - 16 RITCHIE ROAD WILLOW VALE NSW 2575**

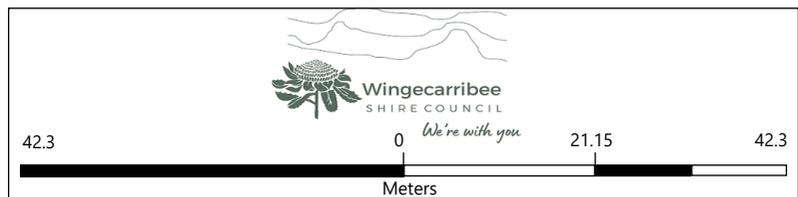
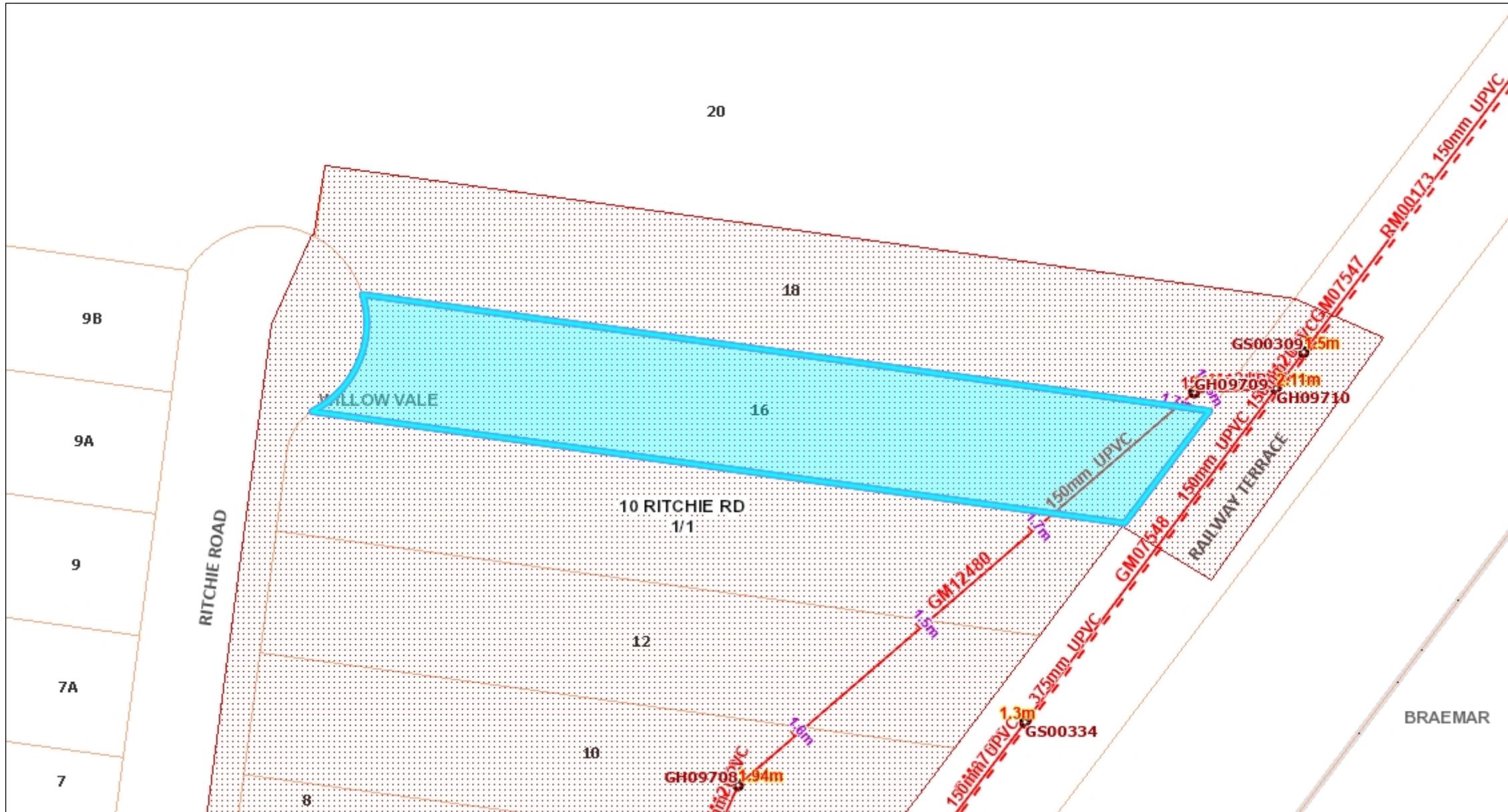
Further to your application regarding the above property, please find enclosed the sewer reference sheet and drainage diagram as requested.

Should you have any enquiries regarding this matter, please contact Council's Customer Service staff on (02) 4868 0888 during office hours, Monday to Friday.

Yours sincerely

**Development Assessment and Regulation**

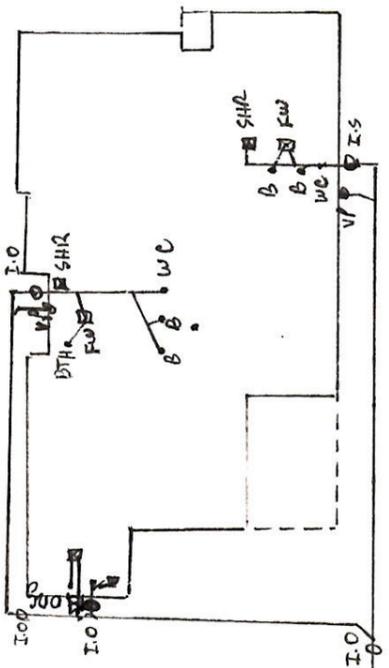
*We're with you*



## Wingecarribee Shire Council

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I.O  
I.S

### SEWER SERVICE DIAGRAM

Lot No. 3 DP No. 1240585 House No. 16  
 SUBURB OF WILLOW VALE Street RICHIE ROAD.  
 Licence No. 1-7231 LGA. LUA 19/0116  
 SCALE 1:300 Signature: [Signature]  
 Now / COC No. \_\_\_\_\_ Date 28-5-19

NOTES: • This diagram was supplied by the plumber/drainier whose licence number appears above.  
 • It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.  
 • Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.  
 • Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

AAV	Air Admittance Valve	BS	Sink (bar)	Chr	Chamber
B	Basin	(L)	Trough (laundry)	Pt	Pit
Bth	Bath Waste	WC	Water Closet	G	Grease Interceptor
Bid	Bidet	Vert	Vertical Pipe	Pump Unit	Pump Unit
CO	Clean Out	WS	Waste Stack	Onsite Treatment System	Onsite Treatment System
FW	Floor Waste Gully	SVP	Sewer Vent Pipe	Reflux Valve	Reflux Valve
Shr	Shower	V	Vert. Pipe	Scaled	Capped Point
S	Sink (Kitchen)	IPMF	Induct Pipe Mica Flap	Prov	Provisional (future) drain point



# FINAL Occupation Certificate

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

## Occupation Certificate No

**1442/18**

## Applicant

David & Karen Dalli

## Address

C/- Newcastle Quality Constructions Oak Flats NSW 2529

PO Box 275

## Contact No (Telephone/Fax)

4230 6800

## Owner

## Name

David & Karen Dalli

## Address

19 Hogans Drive Bargo NSW 2574

## Contact No (Telephone/Fax)

## Subject Land

## Address

16 Ritchie Road Willow Vale 2575

## Lot No

3

## DP No:

1240585

## Development Consent No.

19/0116.03

## Date of Consent

11/10/2018

## Construction Certificate or Complying Development No.

1442/18

## Decision Date

23/10/2018

## Building Details

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

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

## Date of Receipt

Date received (to be completed by)

20/07/2018

## Determination

Type of certificate

Final Occupation Certificate

Approved / Refused

Approved

Date of Determination

8/08/2019

## Attachments

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

# OCCUPATION CERTIFICATE REPORT

## Construction Certificate

**Lot No** 3  
**DP No** 1240585  
**Subject Land** 16 Ritchie Road Willow Vale 2575  
**Description of Development** Dwelling House  
**Construction Certificate No** 1442/18  
**Development Consent No:** 19/0116.03

Date	Description	Inspector	BPB No
23/07/2018	Site	Trevor Dobson	BPB2913
22/01/2019	Slab	Trevor Dobson	BPB2913
5/02/2019	Stormwater	Trevor Dobson	BPB2913
18/03/2019	Framework	Trevor Dobson	BPB2913
8/04/2019	Waterproofing	Trevor Dobson	BPB2913
12/04/2019	Waterproofing	Trevor Dobson	BPB2913
13/06/2019	Final	Nathan Lowe	BPB2628

### Certificates relied upon (if any - copies attached)

Basix 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  
Glazing Certificate  
Section 68 Clearance  
Certification by the builder on all bushfire measures  
Works as executed plans by plumber on the location of all drainage works

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** 8/08/2019  
**Signed**  Steven Witheridge BPB0444



ABN: 86165515104

## OCCUPATION CERTIFICATE - 210009 - WHOLE - 21000 (RESIDENTIAL)

Issued under Part 6 of the Environmental Planning and Assessment Act 1979 (Occupation/Use of a New Building)

### APPLICANT DETAILS

**Applicant:** Karen and Dean Dalpra  
**Address:** 16 Ritchie Road, Willow Vale NSW 2575  
**Phone:** 0425 281 096  
**Email:** deandalpra@yahoo.com.au

### OWNER DETAILS

**Person having benefit of the development consent:** Karen and Dean Dalpra  
**Address:** 16 Ritchie Road, Willow Vale NSW 2575  
**Phone:** 0425 281 096

### RELEVANT CONSENTS

**Consent Authority / Local Government Area:** Wingecarribee Shire Council  
**Development Consent Number:** 21/0794  
**Date Issued:** 14/12/2020  
**Construction Certificate Number:** 21000

### PROPOSAL

**Address of Development:** 16 Ritchie Road, Willow Vale NSW 2575  
**Type of Occupation Certificate:** Whole  
**Building Classification:** 10b  
**Scope of Building Works Covered by this Notice:** Construction of inground fibreglass swimming pool  
**Attachments:** Schedule 1  
**Exclusions:** NA

### PRINCIPAL CERTIFIER

**Building Surveyor:** Sam Pratt  
**Registration Body:** Secretary - Department of Customer Service  
**Registration Number:** BDC0732

### DETERMINATION

**Approval Date:** 20/09/2022

I, Sam Pratt, as the certifying authority, certify that:

- I have been appointed as the Principal Certifier under s109E;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction 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;
- Where required, a report from the Commissioner of Fire Brigades has been considered.



Sam Pratt

**N.B.** Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

ABN: 86165515104

**SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 21000**

---

<b>Prepared by</b>	<b>Document Name</b>	<b>Date</b>
Leisure Pools	Pool Plumbing Certificate	12/04/2021
Scott Deadman	Certificate of Compliance Electrical Work	29/10/2021
TANDKGLASS PTY LTD	Glass Safety Certificate	31/10/2021
NSW Swimming Pool Register	Certificate of Registration - e0f1f39d	28/06/2022
Silver Certifiers	Record of Mandatory Inspections	20/09/2022

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	e0f1f39d
Property Address:	16 RITCHIE ROAD WILLOW VALE
Date of Registration:	28 June 2022
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance



**1/63 SMEATON GRANGE RD SMEATON GRANGE NSW 2567**  
ABN 86 110 520 995  
**PH. 02 4648 2346**

NOTICE OF INSTALLATION OF SMOKE ALARMS

PROPERTY: LOT 3 #16 RITCHIE ROAD WILLOW VALE

This is to verify that the building at the above mentioned property has had 3 Smoke Alarms installed.

The Smoke Alarms, including the installation of them, comply with the provisions of:

1. AS 3786 - 2014 - Smoke Alarms or listed in the SSL Register or Accredited products
2. AS 3000 -2007- Electrical Installations (SAA wiring rules)
3. PT 3.7.2 of Building Code and Australian Housing Provisions;
4. All Smoke Alarms are interlinked.

INSTALLED BY: SOUTH WEST ELECTRICAL (AUST)  
LICENCE NO: 170190C

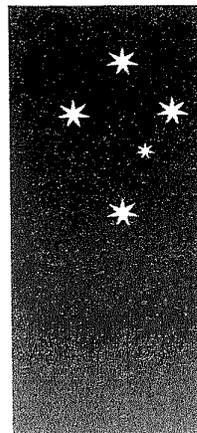
DATE: 17/5/19

SIGNED:

WARWICK HELMERS

## CERTIFICATE OF COMPLIANCE DESIGN

Building Practitioner: Angelo Iancu  
Category and Class: Engineer Civil  
Registration No: NSW Reg.BPB2441  
Company: STA Consulting Engineers  
Phone: 07 3071 7444  
Address: Freeway Office Park, Building 3, 2728 Logan Road Eight Mile Plains 4118



**STA**  
CONSULTING  
ENGINEERS



AUCKLAND  
Telephone: +64 9 887 1062  
Mobile: +64 21 222 7667  
[www.staconsulting.co.nz](http://www.staconsulting.co.nz)

BRISBANE (NORTH)  
241 Milton Road  
MILTON QLD 4064

Postal Address  
PO Box 2629  
TOOWONG QLD 4066

Ph: 07 3071 7444  
Fax: 07 3876 2763

BRISBANE (SOUTH)  
1821 Ipswich Road  
ROCKLEA, Qld 4106

Ph: 07 3071 7444  
Fax: 07 3876 2763

GOLD COAST  
Level 3, Suite 302  
Lakeside 1, 1 Lake Orr Drive,  
VARSITY LAKES QLD 4227

Ph: 07 5522 1995  
Fax: 07 5522 1776

MACKAY  
Rural View  
LPO Box 125  
BUCASIA, Qld 4750

Ph: 07 4960 4800  
Fax: 07 3876 2763

NEWCASTLE  
Unit 3 Pippita Close  
BERESFIELD, NSW 2322

Ph: 02 4032 6450  
Fax: 07 3876 2763

ROCKHAMPTON  
199 Honour Street  
NORTH ROCKHAMPTON  
QLD 4701

Ph: 07 4994 9810  
Fax: 07 3876 2763

TOWNSVILLE  
2/559 Flinders Street  
TOWNSVILLE QLD 4810

Ph: 07 4766 8741  
Fax: 07 3876 2763

[www.staconsulting.com.au](http://www.staconsulting.com.au)

### Property Details: (if applicable)

Address: Lot 3 RITCHIE STREET WILLOW VALE 2575

Plan Number:  
Municipal District: **KIAMA**

### Compliance

Installation of Screw Piles as per design and documentation provided by Residential Engineering Consulting Engineers Job Ref: MJ2434

### Components Certified

Documentation and type of screw pile used  
Pier location and depth of installation  
Installed to SWL 80kN (Katana Pile)  
Installation Date: **15/01/2019**

### Design Documents

Drawings / Job Number: MJ2434  
Prepared by: Residential Engineering Consulting Engineers

### Signature

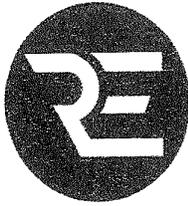
Signed:

### Electronic Date & Signature

**STA**  
CONSULTING  
ENGINEERS

Digitally signed by Structural Department  
DN: c=AU, st=QUEENSLAND, l=Milton, o=STA  
Consulting Engineers, cn=Structural  
Department,  
email=structural.dept@staconsulting.com.au  
Date: 2019.01.26 09:33:19 +10'00'

Angelo Iancu BSc PEng MIE Aust (Civil,  
Structural) AGS RPEQ, NSW Reg.BPB2441



# RESIDENTIAL ENGINEERING

Structural Engineers • Surveying & Geotechnical

23 January 2019

McDonald Jones  
PO Box 275  
OAK FLATS NSW 2529

Our Ref: MJ2434  
Your Ref: 402386

## RE: CERTIFICATE FOR SLAB REINFORCING STEEL INSPECTION

**Site:** Lot 3 Ritchie Street, Willow Vale  
**Date of Inspection:** 22 January 2019  
**Drawing No:** MJ2434  
**Amendments Required:** NIL

### CERTIFICATION

This is to certify that an inspection was made of the slab reinforcing steel at the above address and we are satisfied that they have been constructed in accordance with the structural details as outlined above ready for the placing of concrete.

It should be noted that certification only applies to the structural components of the slab.

**Mario Aiezza**  
B.E.(Civil), FIE Aust, NER CP Eng

NSW • WA • VIC

+61 2 9896 5494  
+61 2 4869 5003

Level 2, 73-75 Dunmore Street, WENTWORTHVILLE, NSW 2145  
3/256 Argyle Street, MOSS VALE, NSW 2577

nsw@reseng.com.au  
www.residentialengineering.com.au

RESIDENTIAL ENGINEERING PTY LTD ACN 612 898 629 / ABN 24 612 898 629 TRADING AS RESIDENTIAL ENGINEERING

391-393 Tooronga Rd. Hawthorn East VIC 3123



## Site Installation Report Certificate of Compliance

This document is to certify that the Kordon TMB / TB system was installed by a Bayer Accredited Installer and has been completed in accordance with the Manufacturer's specifications. Kordon TMB / TB complies with AS 3660.1 - 2014, the primary referenced standard of the Building Code of Australia. Kordon TB is only part of a termite management system for a new property. The slab must be constructed in accordance with the Standard, Residential Slabs and Footings Construction, AS 2870-1996

Certificate Number: 22594

Installation Address: MCDONALD JONES HOMES STH  
COAST

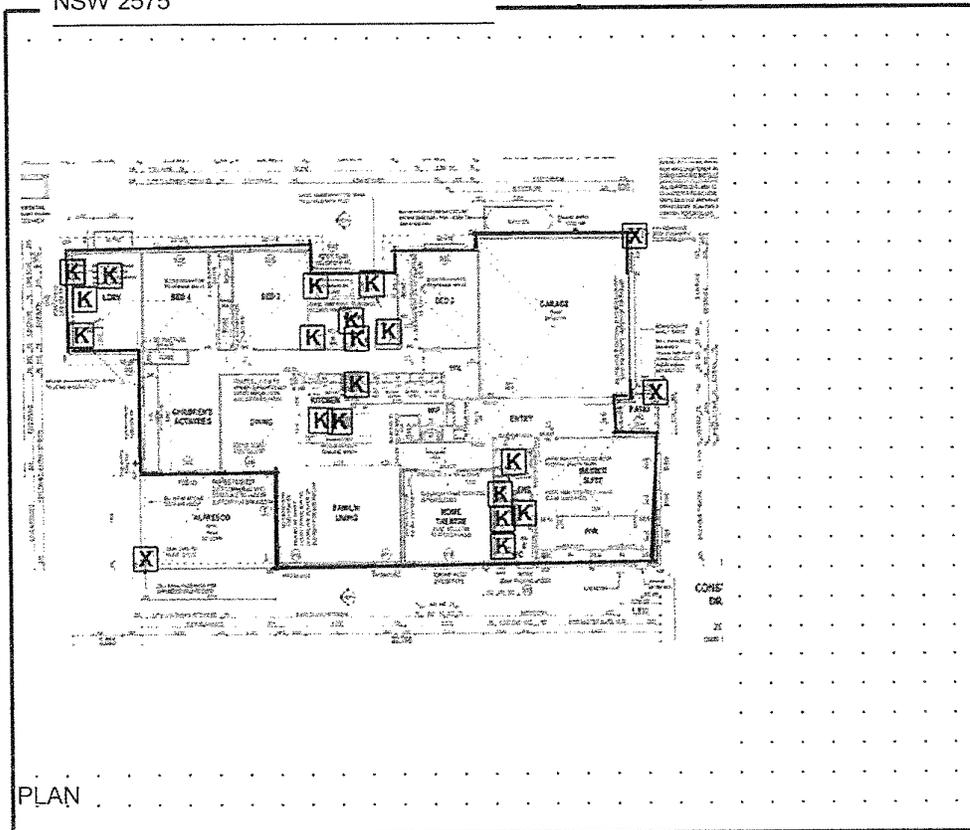
Installation Date: 7/02/2019

LOT 3 #16 RITCHIE ROAD

- K = Kollar      = Step Down
- XXX = Cold Joint      = Perimeter
- W = Wrap      X = Piers
- //// = Full Under      0 = Other
- = Retaining walls/Wall sheeting

WILLOW VALE

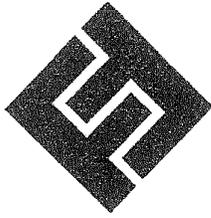
NSW 2575



Bayer Environmental Science, 391-393 Tooronga Rd, Hawthorn East VIC 3123

Product Installed:      Kollars: 18      Piers: 2.00      Total Product: 22

ADVANCED PEST CONTROL AUSTRALIA PTY LTD  
ABN 12 078 169 712  
40 Portside Crescent Wickham NSW 2293  
PHONE: 02 4941 2000 FAX: 02 4962 5874  
Kordon Accreditation # N102



**FIBREFLASH**  
WATERPROOF SOLUTIONS

Wingelm Pty Ltd  
ABN: 93 003 987 424

◆ 61 Wellington Street  
Riverstone NSW 2765

◆ PO Box 257  
Riverstone NSW 2765

◆ Ph: 02 9627 5500  
Fax: 02 9627 3659

**MCDONALD JONES HOUSE & LAND SOUTH  
COAST**  
PO BOX 340  
EAST MAITLAND NSW 2323

30 April, 2019

**SUBJECT: WATERPROOFING CERTIFICATE**  
FF Ref. 98605, Client Order No. 402386/510/01

This certifies that **FIBREFLASH** Waterproof Solutions completed installation of the waterproofing to the internal wet areas at the address below on 9 April, 2019 :-

**Lot 3 [No.16] RITCHIE rd, WILLOW VALE**

STAGE 1: Install the waterproofing membrane to the shower tray, perimeter walls and floor to all required wet areas.

STAGE 2: Provide waterproofing treatment to shower penetrations, bath seals, spindle seals and installation of the waterstop at doorways to all required wet areas.

This work was completed in accordance with Australian Standard 3740 - 2010 and the Building Code of Australia Volume 2 Part 3.8.1. in effect at 09/04/19.

Yours faithfully,

Jeff SAYLE  
Operations Manager  
**FIBREFLASH** Waterproof Solutions  
Contractor Licence 17790C



**BURTON & FIELD**  
surveying & land development

McDonald Jones Homes  
PO Box 275  
OAK FLATS NSW 2529

Our Ref: 32587/77515  
SD/TZ  
Your Ref: 402386/335/01

We have surveyed the land edged red on the sketch adjoining being Lot 3 in Deposited Plan Number 1240585 having a frontage of 22.75 metres to Ritchie Road at Willow Vale in the Local Government Area of Wingecarribee.

**WE HEREBY REPORT** that the brick cottage with a metal roof erected thereon stands wholly within the boundaries thereof and does not encroach upon any adjoining property or street.

In our opinion, the position of the cottage in relation to the boundaries of the land is as shown on the adjoining sketch.

The boundaries of the land are not fenced.

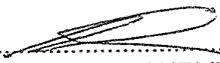
The property is subject to Restrictions on the Use of Land as created by the registration of AN45928.

Full details in relation thereto are shown on the adjoining sketch together with sufficient information for identification purposes.

This report and relevant detail shown on the sketch herewith is for identification and/or building certificate purposes. Any improvements to be erected on or near the boundaries will require further survey.

27 March, 2019.

**BURTON AND FIELD PTY. LIMITED**

PER:   
(REGISTERED SURVEYOR)



# Compliance Certificate

**1. Property description**

Street address

RITCHIE RD, LOT 3 #16

WILLOW VALE NSW

Postcode 2575

Lot & plan details

Local Government Area

Wingecarribee Area Council

**2. Description of component/s certified**

The Delivery of Manufactured Window and Door Products

**3. Basis of certification**

Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications, were relied upon.

Fenestration products supplied have been manufactured and glazed in compliance with the specifics of AS1288-2006 Glass in Buildings.

Fenestration products supplied (order line 1, 2, 3, 9, 11, 12) have been manufactured in compliance with the performance criteria nominated in AS2047-2014 relating to AS4055-2012 corner pressures for Housing Building Class N2 SLS = 600 ULS = 1300 Water rating = 150 applied to nominated Windows & Doors specific to building design envelope

Fenestration products supplied (order line 4, 5, 6, 7, 8, 10, 13, 14) have been manufactured in compliance with the performance criteria nominated in AS2047-2014 relating to AS4055-2012 pressures for Housing Building Class N2 SLS = 400 ULS = 900 Water rating = 150 applied to nominated Windows & Doors specific to building design envelope

Nominated Fenestration products supplied have been manufactured to comply with the specifics of the Construction of Buildings in Bushfire prone zones AS3959-2009 specified by the customer/tender request. The performance rating supplied is BAL = 12.5

4. Reference documentation

(Bradnam's Reference: 1342177)

(Customer Reference: 402386/310/02)

5. Building certifier reference number

Building certifier reference number

6. Competent person details

Name

Daniel Quinn

Company name

Bradnam's Windows and Doors Pty Ltd

Contact person

Sarah Treyvaud

Phone no. (business hours)

02 8808 8100

Mobile no.

Fax no.

02 8808 8111

Email address

daniel.quinn@bradnam's.com.au

Postal address

4 Harvey Road

Kings Park NSW

Postcode 2148

Licence or registration number

7. Signature of competent person

Signature



Date

7/02/2019

# Inspection Certificate

<b>1. Certificate details</b>	Inspection Certificate for aspect of building work Scope of the work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     The Delivery and Installation of Manufactured Window and Door Products                 </div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>										
<b>2. Property description</b>	Street address <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     RITCHIE RD, LOT 3 #16                 </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     WILLOW VALE NSW <span style="float: right;">Postcode 2575</span> </div> Lot & plan details: <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> Local Government Area <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     Wingecarribee Area Council                 </div>										
<b>3. Building/structure description</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%; border-bottom: 1px solid black;">Building/structure description</th> <th style="width: 30%; border-bottom: 1px solid black;">Class of building/structure</th> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>	Building/structure description	Class of building/structure								
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<b>4. Description of component/s certified</b>	<div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     The Delivery and Installation of Manufactured Window and Door Products                 </div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>										
<b>5. Basis of certification</b>	<div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     Fenestration products supplied have been manufactured and glazed in compliance with the specifics of AS1288-2006 Glass in Buildings.                 </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     Fenestration products supplied have been manufactured in compliance with the performance criteria nominated in AS2047-2014 relating to AS4055-2012 pressures for Housing Building Class N2 SLS = 400 ULS = 900 Water rating = 150 applied to nominated Windows &amp; Doors specific to building design envelope                 </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     Nominated Fenestration products supplied have been manufactured to comply with the specifics of the Construction of Buildings in Bushfire prone zones AS3959-2009 specified by the customer/tender request. The performance rating supplied is BAL = 12.5                 </div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>										

6. Reference documentation

(Bradnam's Reference: 1342189)

7. Building certifier reference number and development approval number

Building certifier reference number

Development approval number

8. Competent person details

Name

Daniel Quinn

Company name

Bradnam's Windows and Doors Pty Ltd

Contact person

Sarah Treyvaud

Phone no.

02 8808 8100

Mobile no.

Fax no.

02 8808 8111

Email Address

daniel.quinn@bradnam's.com.au

Postal address

4 Harvey Road

Kings Park NSW

Postcode

2148

Licence class

Glass, Glazing and Aluminium

Licence number

Date approval to inspect received from building certifier

7. Signature of competent person

Signature



Date

1/03/2019

# Inspection Certificate

**1: Certificate details**

Inspection Certificate for aspect of building work

Scope of the work

The Delivery and Installation of Manufactured Window and Door Products

**2: Property description**

Street address

RITCHIE RD, LOT 3 #16

WILLOW VALE NSW

Postcode 2575

Lot & plan details

Local Government Area

Wingecarribee Area Council

**3: Building/structure description**

Building/structure description

Class of building/structure

**4: Description of component/s certified**

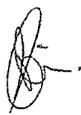
The Delivery and Installation of Manufactured Window and Door Products

**5: Basis of certification**

Fenestration products supplied have been manufactured and glazed in compliance with the specifics of AS1288-2006 Glass in Buildings.

Fenestration products supplied have been manufactured in compliance with the performance criteria nominated in AS2047-2014 relating to AS4055-2012 pressures for Housing Building Class N2 SLS = 400 ULS = 900 Water rating = 150 applied to nominated Windows & Doors specific to building design envelope

Nominated Fenestration products supplied have been manufactured to comply with the specifics of the Construction of Buildings in Bushfire prone zones AS3959-2009 specified by the customer/tender request. The performance rating supplied is BAL = 12.5

6. Reference documentation	(Bradnams Reference: 1342189)	
7. Building certifier reference number and development approval number	Building certifier reference number	Development approval number
8. Competent person details	<p>Name Daniel Quinn</p> <p>Company name Bradnams Windows and Doors Pty Ltd</p> <p>Contact person Sarah Treyvaud</p> <p>Phone no. 02 8808 8100</p> <p>Mobile no.</p> <p>Fax no. 02 8808 8111</p> <p>Email Address daniel.quinn@bradnams.com.au</p> <p>Postal address 4 Harvey Road Kings Park NSW Postcode 2148</p> <p>Licence class Glass, Glazing and Aluminium</p> <p>Licence number</p> <p>Date approval to inspect received from building certifier</p>	
7. Signature of competent person	Signature 	Date 27/05/2019

Our Ref: 19/0116.02  
Contact: Sophie Broadbent



03 July 2019

DAVID DALLI, KAREN P DALLI  
C/- MCDONALD JONES HOMES  
PO BOX 275  
OAK FLATS NSW 2529

Dear Sir/Madam

**RE: SECTION 68 APPROVAL (Carry out water supply work, Carry out sewerage work, Carry out stormwater drainage work)**

**PROPERTY: 16 RITCHIE ROAD WILLOW VALE NSW 2575**

**APPLICATION NUMBER: 19/0116.02**

Reference is made to the above Section 68 approval for works on the subject land. Council has undertaken the following inspections pursuant to these approval/s under the *Local Government Act 1993*:

- Internal drainage
- External drainage
- Final Inspection of plumbing and drainage.

Council is satisfied that the works approved under this approval has been satisfactorily completed.

It is noted that there may be works under other approvals (i.e. Development Application or Construction Certificate) that remain outstanding that must be completed prior to occupation of the building.

Should you have any questions with respect to this matter, please contact Sophie Broadbent on (02) 4868 0888 between 8:30am and 4:30am Monday to Friday.

Yours faithfully

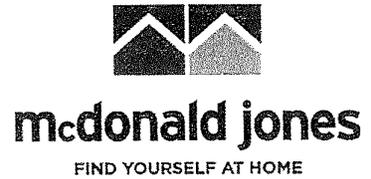
Andrew Colusso  
Senior Accredited Certifier

Civil Centre, Elizabeth St, Moss Vale NSW 2577, PO Box 144, Moss Vale, (02) 4868 0888, (02) 4868 0888  
e-mail@wsc.nsw.gov.au, 486 48 516 and 486 48 517

www.wsc.nsw.gov.au

Working with you

Hunter. North Coast. *South Coast*. Sydney. Canberra.



**Our Ref: 402386**

Accredited Building Certifiers  
P O Box 142  
WOLLONGONG NSW 2500

Dear Sir/Madam

**Re: Bushfire Certification – Lot 3 (16) Ritchie Road Willow Vale**

We hereby certify that all Bushfire requirements on the above property have been complied with.

Yours faithfully  
**McDonald Jones Homes**

**Craig Spriggs**  
**General Manager – South Coast & ACT**

142 Lake Entrance Road, Oak Flats NSW 2529  
PO Box 275, Oak Flats NSW 2529 **t** 02 4230 6800 **f** 02 4257 9652

Find us    

NSW: Newcastle Quality Constructions Pty Ltd ABN 82 003 687 232  
NSW BLN: 41628 T/A McDonald Jones Homes NSW Architect Reg No. 4234

**1300 555 382**  
[mcdonaldjoneshomes.com.au](http://mcdonaldjoneshomes.com.au)

Part of the  **mjgroup**

# BASIX<sup>®</sup> Certificate

Building Sustainability Index [www.basix.nsw.gov.au](http://www.basix.nsw.gov.au)

## Single Dwelling

Certificate number: 915716S

This certificate confirms that the proposed development will meet the NSW government's requirements for sustainability, if it is built in accordance with the commitments set out below. Terms used in this certificate, or in the commitments, have the meaning given by the document entitled "BASIX Definitions" dated 06/10/2017 published by the Department. This document is available at [www.basix.nsw.gov.au](http://www.basix.nsw.gov.au)

Secretary  
Date of issue: Wednesday, 09 May 2018  
To be valid, this certificate must be lodged within 3 months of the date of issue.



Project summary		
Project name	402386_Dalli	
Street address	Ritchie Road Willow Vale 2575	
Local Government Area	Wingecarribee Shire Council	
Plan type and plan number	deposited 1240585	
Lot no.	3	
Section no.	-	
Project type	separate dwelling house	
No. of bedrooms	4	
Project score		
Water	✓ 40	Target 40
Thermal Comfort	✓ Pass	Target Pass
Energy	✓ 41	Target 40

Certificate Prepared by	
Name / Company Name:	McDonald Jones Homes
ABN (if applicable):	003687232

## Description of project

Project address	
Project name	402386_Dalli
Street address	n/a Ritchie Road Willow Vale 2575
Local Government Area	Wingecarribee Shire Council
Plan type and plan number	Deposited Plan 1240585
Lot no.	3
Section no.	-
Project type	
Project type	separate dwelling house
No. of bedrooms	4
Site details	
Site area (m <sup>2</sup> )	2720
Roof area (m <sup>2</sup> )	347
Conditioned floor area (m <sup>2</sup> )	194.09
Unconditioned floor area (m <sup>2</sup> )	23.52
Total area of garden and lawn (m <sup>2</sup> )	400

Assessor details and thermal loads		
Assessor number	14/1662	
Certificate number	RNQU3DY1RY	
Climate zone	24	
Area adjusted cooling load (MJ/m <sup>2</sup> .year)	8	
Area adjusted heating load (MJ/m <sup>2</sup> .year)	175	
Project score		
Water	✓ 40	Target 40
Thermal Comfort	✓ Pass	Target Pass
Energy	✓ 41	Target 40

Energy Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
<b>Hot water</b>			
The applicant must install the following hot water system in the development, or a system with a higher energy rating: gas instantaneous with a performance of 6 stars.	✓	✓	✓
<b>Cooling system</b>			
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 living area: 3-phase airconditioning; Energy rating: EER 3.0 - 3.5		✓	✓
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 bedroom: 3-phase airconditioning; Energy rating: EER 3.0 - 3.5		✓	✓
The cooling system must provide for day/night zoning between living areas and bedrooms.		✓	✓
<b>Heating system</b>			
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 living area: 3-phase airconditioning; Energy rating: EER 3.5 - 4.0		✓	✓
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 bedroom: 3-phase airconditioning; Energy rating: EER 3.5 - 4.0		✓	✓
The heating system must provide for day/night zoning between living areas and bedrooms.		✓	✓
<b>Ventilation</b>			
The applicant must install the following exhaust systems in the development:			
At least 1 Bathroom: individual fan, ducted to façade or roof; Operation control: manual switch on/off		✓	✓
Kitchen: individual fan, not ducted; Operation control: manual switch on/off		✓	✓
Laundry: natural ventilation only, or no laundry; Operation control: n/a		✓	✓
<b>Artificial lighting</b>			
The applicant must ensure that the "primary type of artificial lighting" is fluorescent or light emitting diode (LED) lighting in each of the following rooms, and where the word "dedicated" appears, the fittings for those lights must only be capable of accepting fluorescent or light emitting diode (LED) lamps:			
• at least 4 of the bedrooms / study;		✓	✓

Energy Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
• at least 4 of the living / dining rooms;		✓	✓
• the kitchen;		✓	✓
• all bathrooms/toilets;		✓	✓
• the laundry;		✓	✓
• all hallways;		✓	✓
<b>Natural lighting</b>			
The applicant must install a window and/or skylight in 3 bathroom(s)/toilet(s) in the development for natural lighting.	✓	✓	✓
<b>Other</b>			
The applicant must install a gas cooktop & electric oven in the kitchen of the dwelling.		✓	
The applicant must install a fixed outdoor clothes drying line as part of the development.		✓	

## Legend

In these commitments, "applicant" means the person carrying out the development.

Commitments identified with a ✓ in the "Show on DA plans" column must be shown on the plans accompanying the development application for the proposed development (if a development application is to be lodged for the proposed development).

Commitments identified with a ✓ in the "Show on CC/CDC plans and specs" column must be shown in the plans and specifications accompanying the application for a construction certificate / complying development certificate for the proposed development.

Commitments identified with a ✓ in the "Certifier check" column must be certified by a certifying authority as having been fulfilled, before a final occupation certificate (either interim or final) for the development may be issued.

## Schedule of BASIX commitments

The commitments set out below regulate how the proposed development is to be carried out. It is a condition of any development consent granted, or complying development certificate issued, for the proposed development, that BASIX commitments be complied with.

Water Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
<b>Fixtures</b>			
The applicant must install showerheads with a minimum rating of 3 star (> 7.5 but <= 9 L/min) in all showers in the development.		✓	✓
The applicant must install a toilet flushing system with a minimum rating of 3 star in each toilet in the development.		✓	✓
The applicant must install taps with a minimum rating of 3 star in the kitchen in the development.		✓	
The applicant must install basin taps with a minimum rating of 3 star in each bathroom in the development.		✓	
<b>Alternative water</b>			
<b>Rainwater tank</b>			
The applicant must install a rainwater tank of at least 4500 litres on the site. This rainwater tank must meet, and be installed in accordance with, the requirements of all applicable regulatory authorities.	✓	✓	✓
The applicant must configure the rainwater tank to collect rain runoff from at least 179.22 square metres of the roof area of the development (excluding the area of the roof which drains to any stormwater tank or private dam).		✓	✓
The applicant must connect the rainwater tank to: <ul style="list-style-type: none"> <li>• all toilets in the development</li> <li>• the cold water tap that supplies each clothes washer in the development</li> <li>• at least one outdoor tap in the development (Note: NSW Health does not recommend that rainwater be used for human consumption in areas with potable water supply.)</li> </ul>		✓ ✓ ✓	✓ ✓ ✓

**Thermal Comfort Commitments**

Show on DA plans	Show on CC/CDC plans & specs	Certifier check
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**Simulation Method**

The applicant must attach the certificate referred to under "Assessor Details" on the front page of this BASIX certificate (the "Assessor Certificate") to the development application and construction certificate application for the proposed development (or, if the applicant is applying for a complying development certificate for the proposed development, to that application). The applicant must also attach the Assessor Certificate to the application for an occupation certificate for the proposed development.			
The Assessor Certificate must have been issued by an Accredited Assessor in accordance with the Thermal Comfort Protocol.			
The details of the proposed development on the Assessor Certificate must be consistent with the details shown in this BASIX certificate, including the Cooling and Heating loads shown on the front page of this certificate.			
The applicant must show on the plans accompanying the development application for the proposed development, all matters which the Assessor Certificate requires to be shown on those plans. Those plans must bear a stamp of endorsement from the Accredited Assessor to certify that this is the case. The applicant must show on the plans accompanying the application for a construction certificate (or complying development certificate, if applicable), all thermal performance specifications set out in the Assessor Certificate, and all aspects of the proposed development which were used to calculate those specifications.	✓	✓	✓
The applicant must construct the development in accordance with all thermal performance specifications set out in the Assessor Certificate, and in accordance with those aspects of the development application or application for a complying development certificate which were used to calculate those specifications.		✓	✓
The applicant must construct the floors and walls of the dwelling in accordance with the specifications listed in the table below.	✓	✓	✓

Floor and wall construction	Area
floor - concrete slab on ground	All or part of floor area square metres