

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Premiere Estate Agents</b> <b>PO Box 7400, Mount Annan NSW 2567</b>	<b>Mobile: 0400 712 222</b>
co-agent		
vendor	<b>Clinton Kenneth Woods</b> <b>33 Ulmarra Avenue, Camden South, NSW 2570</b>	
vendor's solicitor	<b>MEEHANS SOLICITORS</b> <b>Gallery Level, 171-179 Queen Street,</b> <b>Campbelltown NSW 2560</b> <b>P.O. Box 597, Campbelltown NSW 2560</b>	<b>Phone: 02 4627 3333</b> <b>Email: susanne@meehans.com.au</b> <b>Fax: (02) 4627 3167</b> <b>Ref: SNC:SBR:147698</b>
date for completion land (address, plan details and title reference)	<b>See special condition 50</b> <b>33 Ulmarra Avenue, Camden South 2570</b> <b>Registered Plan: Lot 430 Plan DP 220274</b> <b>Folio Identifier: 430/220274</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input 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 checked="" 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 checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input 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 checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Garden shed, garden bench seat and 4 person spa
exclusions	<b>Bar fridge and firewood storage</b>
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>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____      _____</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>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____      _____</p> <p>Office held      Office held</p>

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) Pexa
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, 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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" 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.

33 Ulmarra Avenue, Camden South NSW 2570

## CONDITIONS OF SALE BY AUCTION

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

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

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

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

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

## **FURTHER SPECIAL CONDITIONS**

### 33. **RELEASE OF DEPOSIT**

Notwithstanding anything else contained herein, the deposit or any part of the deposit as a vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of deposit, stamp duty, rental bond, pre-paid rent or balance of purchase monies for the rent or purchase of Real Estate. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

### 34. **PAYMENT OF DEPOSIT**

It is acknowledged between the parties to this Contract that the deposit payable by the purchaser is the full 10% of the purchase price (hereinafter referred to as "the deposit"). Should the vendor allow the purchaser to pay part of the deposit on the making of this Contract, the balance of the deposit will become immediately due and payable if the purchaser/s default in the observance or performance of any obligation which would entitle the vendor to claim the said deposit or on completion, whichever is the earlier.

### 35. **LIQUIDATION ETC.**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this further special condition not been included herein it is agreed that if either party:-

- a) being an individual, shall die or become incapable because of unsoundness of mind of managing his own affairs or be declared bankrupt or enter into any scheme or make any assignment for the benefit of his creditors; or
- b) being a Company, shall resolve to go into liquidation or enter into any scheme or arrangement with its' creditors under the relevant provisions of the *Corporations Act, 2001 (cth)* or any similar legislation or if a liquidator receiver or receiver manager or provisional liquidator or official manager be appointed of the party,

then the vendor may by way of notice in writing to the purchaser rescind this Contract and if the purchaser is not otherwise in default hereunder the provisions of Clause 19 hereof shall apply to such rescission.

### 36. **AGENT**

The vendor warrants that he has not engaged any Real Estate Agent in connection with the sale of the property to the purchaser other than the vendor's agent referred to in this Contract (if any) or any agent acting in conjunction with the vendor's agent. The purchaser warrants to the vendor that it has not been introduced to the sale directly or indirectly through the services of any agent other than the said vendor's agent or any agent acting in conjunction with the vendor's agent.

### 37. **INVALIDITY ETC.**

- a) In the event of any conflict between these further special conditions and the conditions contained in the printed conditions of this Contract, these further special conditions shall prevail;
- b) The purchaser acknowledges that if prior to the signing of this Contract by or on behalf of the purchaser, documents or copies of documents of the kind referred to in this Contract, were attached to this Contract at the request of the vendor, by or on behalf of the purchaser or the solicitor for the purchaser, the person so attaching such documents or copies of documents did so as the agent of the vendor; and
- c) The vendor shall not be required to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reasons of existence of any charge on the property for any rate, tax or outgoing and may serve a notice to complete on the purchaser

notwithstanding that at the time such notice is issued or at anytime thereafter, there is a charge on the property for any rate, tax or outgoing.

38. **STATE OF REPAIR**

The purchaser acknowledges that the property and the improvements erected thereon are being sold in their present condition and that he buys the property relying on this own inspection, knowledge and inquiries and that he does not rely on warranties or representations (if any) made to him by or on behalf of the vendor other than those contained in this Contract and the purchaser also acknowledges that he is purchasing the property in its' present condition as inspected and he acknowledges that no objection shall be taken, requisition made or compensation demanded in respect thereof.

39. **INCLUSIONS**

The purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

40. **NOTICE TO COMPLETE**

If either party is unable or unwilling to complete on the due date for completion, the other party shall be entitled to serve a notice to complete at any time after the due date for completion making the time for completion essential. Such notice shall give not less than fourteen (14) days' notice after the day on which the notice is served. A notice to complete by such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. Further, if it becomes necessary for the vendor to issue a notice to complete pursuant to this clause, then the purchaser shall pay to the vendor the costs of issue of such notice assessed at \$440.00 (inclusive of GST) payable on completion.

41. **INTEREST**

If the purchaser does not complete this purchase by the due date for completion, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as nine per cent (9%) per annum, interest on the balance of purchase money, computed at a daily rate from the date immediately after the due date for completion to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

42. **WARRANTIES**

The purchaser acknowledges that he does not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as expressly provided herein. The purchaser acknowledges that he has inspected the property and the improvements (if any) erected on the property and relies entirely upon his own inquiries and inspection and accepts the property as it stands in its' present condition and state of repair and subject to all defects (if any) whether latent or patent. The purchaser shall not be entitled to make any objections, requisitions or claims for compensation in respect of any matters referred to in this clause.

43. **WATER USAGE**

The purchaser may, at his own expense, arrange to have a meter reading undertaken by Sydney Water to ascertain water usage up to the date for completion and the vendor shall pay for such water usage to the date for completion. In the alternative, the vendor and the purchaser agree to adjust the water usage charges on the basis of an estimate of water usage charges in accordance with the average daily consumption as advised by Sydney Water and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.

44. **AMENDMENTS**

- a) Clause 4.5 is amended by deleting "7 days" and replacing with "14 days";
- b) Clause 4.10 is amended by deleting "2 business days" and replacing it with "5 business days";

- c) Clause 5.2.1 is amended by deleting “21 days” and replacing with “7 days”;
- d) Clause 5.2.2 is amended by deleting “21 days” and replacing with “7 days”;
- e) Clause 6.2 is deleted;
- f) Clause 7.1.1 is deleted;
- g) Clause 7.2.1 is amended by deleting “10%” and replacing with “5%”;
- h) Clause 7.2.4 is amended by deleting the words “and costs of the purchaser”;
- i) Clause 14.4.2 is deleted;
- j) Clause 14.8 is deleted;
- k) Clause 20.6.8 is deleted;
- l) Clause 20.16.1 is amended by adding after the word “electronically” the following words “which includes a scanned copy of a wet ink signature”;
- m) Clause 30.7 is deleted; and
- n) Clause 31.3 is amended by deleting “2 business days” and replacing it with “5 business days”.

45. **REQUISITIONS ON TITLE**

The purchaser acknowledges that his rights to raise standard requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form annexed hereto and marked “A”.

46. **ADDITIONAL & INCORRECT CALCULATIONS**

The parties agree that if, on completion, any apportionment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by the correct calculation to be payable. This clause does not merge on completion.

47. **GUARANTORS**

If the purchaser is a company and if that company fails for any reason to complete this purchase in accordance with the terms and conditions of this Contract, the Directors/Secretary of that company who have signed this Contract on behalf of the company guarantee the due performance of the company’s obligations under this Contract in every respect as if they had personally entered into this Contract themselves.

*(if applicable – the Guarantor execution page is annexed to these special conditions).*

48. **DEPOSIT BOND**

- a) In this Contract, the word “Bond” means the deposit bond issued to the vendor at the request of the purchaser.
- b) Subject to paragraphs (c) & (d) below, the delivery of the Bond, on or before the date of this Contract to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract;
- c) The purchaser shall pay the amount stipulated in the Bond to the vendor in cash or by unendorsed bank cheque on completion of this agreement.
- d) If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the deposit.
- e) The vendor acknowledges that payment by the Guarantor under the Bond shall to the extent of the amount paid, be in satisfaction of the purchaser’s obligation to pay the deposit under paragraph (d) above.
- f) The purchaser acknowledges that the Bond must be unconditional and not have an expiry date.

49. **SEWER SERVICE DIAGRAM & SEWER CONNECTIONS DIAGRAM**

The Vendor warrants and the Purchaser acknowledges that the Sewer Diagrams attached to this contract are the only diagrams available for the property from the relevant water authority at the date of this contract. The Purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

50. **Completion Date**

The parties agree that the completion date of this Contract is to be three (3) months after the date of the Contract however, the Vendor discloses and the Purchaser acknowledges that the Vendor may elect to bring forward the completion date by giving the Purchaser and/or their Legal representative fourteen (14) days written notice. For the avoidance of doubt the Purchaser will not be made to complete this Contract earlier than six (6) weeks after the date of the Contract.

**GUARANTOR EXECUTION CLAUSE:**

FULL NAME OF PURCHASER:

FULL NAME OF GUARANTOR 1:

FULL NAME OF GUARANTOR 2:

I,  
\_\_\_\_\_  
certify that the Guarantor(s),  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_

with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness:

\_\_\_\_\_  
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the Guarantor,

\_\_\_\_\_  
Signature of the Guarantor (1)

\_\_\_\_\_  
Signature of the Guarantor (2)

"A"

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- when did construction of the swimming pool commence?
  - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - are there any outstanding notices or orders?
- 18.
- To whom do the boundary fences belong?
  - Are there any party walls?
  - If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
  - any dedication to or use by the public of any right of way or other easement over any part of the land?
  - any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
  - any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - any sum due to any local or public authority? If so, it must be paid prior to completion.
  - any realignment or proposed realignment of any road adjoining the property?
  - any contamination?
- 22.
- Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - If so, do any of the connections for such services pass through any adjoining land?
  - Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 430/220274

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/7/2025	10:42 AM	5	4/8/2022

LAND

-----

LOT 430 IN DEPOSITED PLAN 220274  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF CAMDEN COUNTY OF CAMDEN  
TITLE DIAGRAM DP220274

FIRST SCHEDULE

-----

CLINTON KENNETH WOODS (T AJ253447)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H567820 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 H567820 COVENANT
- 4 AS364737 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

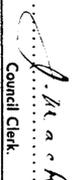


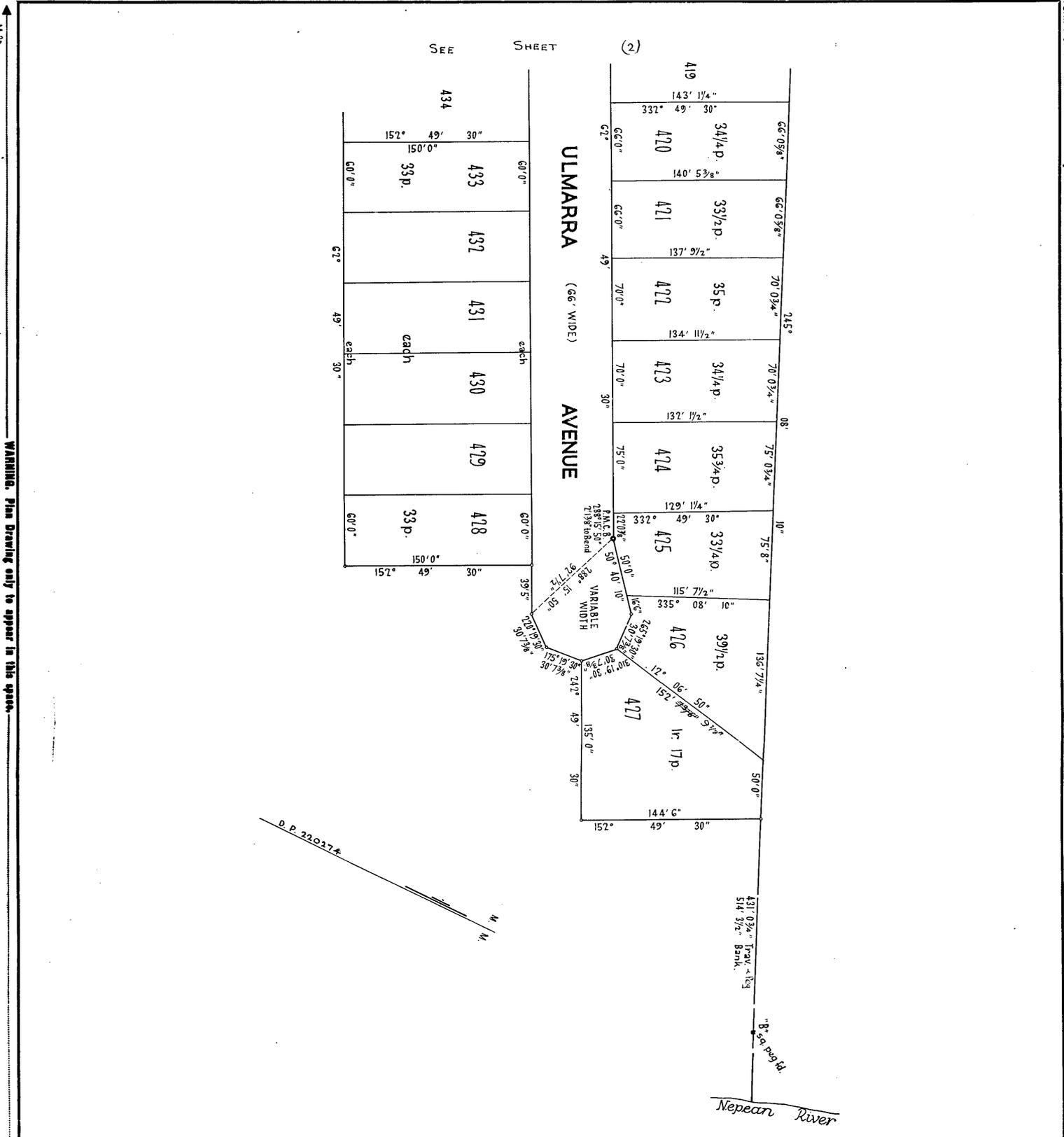


WARNING: Plan Drawing only to appear in this space.

M.P.

WARNING: Plan Drawing only to appear in this space.

D. P. 220274	
Registered: <i>6/12/64</i>	
This is Sheet... <b>3</b> ... of my plan in... <b>3</b>	
Sheets dated: <b>7-11-1963</b>	
Surveyor registered under Surveyors Act, 1920, as amended: <i>A. Williams</i>	
This is Sheet... <b>3</b> ... of the plan of... Sheets covered by my Certificate No... <b>63/24</b> of <b>15/11/1963</b>	
 Council Clerk	
Scale: 60 feet to an inch	



REGISTRAR GENERAL'S DEPARTMENT  
 CONVERSION TABLE ADDED IN

DP 220274 SH 1/3

FEET INCHES	METRES
1	0.445
2	0.457
3	0.610
4	1.066
5	1.219
6	1.499
7	1.829
8	2.086
9	2.089
10	2.102
11	2.115
12	2.378
13	2.394
14	2.433
15	2.452
16	2.626
17	3.023
18	3.137
19	3.157
20	5.175
21	6.096
22	6.347
23	7.595
24	8.211
25	9.754
26	10.395
27	10.398
28	12.193
29	14.021
30	14.961
31	14.992
32	15.525
33	16.415
34	16.764
35	16.904
36	16.974
37	18.104
38	18.263
39	18.288
40	20.117
41	20.130
42	21.936
43	21.938
44	26.511
45	26.513
46	28.619
47	29.124
48	29.131
49	29.188
50	33.245
51	34.061
52	34.239
53	39.624
54	41.751
55	42.577
56	43.120
57	43.398
58	49.520
59	49.543
60	50.292
61	50.675
62	51.753
63	132.283
64	132.400

REGISTRAR GENERAL'S DEPARTMENT  
 CONVERSION TABLE ADDED IN

DP 220274 SH 1/3 CONTD.

AC	RD	P	SO	M
-	-	32	809.4	
-	-	33	828.3	
-	-	34	834.7	
-	-	35	872.6	
-	-	36	910.5	
-	-	37	916.9	
-	-	38	948.5	
-	-	39	1018	
-	-	40	1107	
-	-	41	1151	

REGISTRAR GENERAL'S DEPARTMENT  
 CONVERSION TABLE ADDED IN

DP 220274 SH 2/3

FEET INCHES	METRES
1	0.457
2	1.829
3	2.111
4	2.378
5	2.584
6	2.594
7	2.653
8	4.532
9	4.692
10	4.731
11	6.096
12	6.347
13	7.595
14	8.211
15	9.754
16	10.395
17	10.398
18	12.193
19	14.021
20	14.961
21	14.992
22	15.525
23	16.415
24	16.764
25	16.904
26	16.974
27	18.104
28	18.263
29	18.288
30	20.117
31	20.130
32	21.936
33	21.938
34	26.511
35	26.513
36	28.619
37	29.124
38	29.131
39	29.188
40	33.245
41	34.061
42	34.239
43	39.624
44	41.751
45	42.577
46	43.120
47	43.398
48	49.520
49	49.543
50	50.292
51	50.675
52	51.753
53	132.283
54	132.400

REGISTRAR GENERAL'S DEPARTMENT  
 CONVERSION TABLE ADDED IN

DP 220274 SH 3/3

FEET INCHES	METRES
2	0.645
3	1.027
4	1.428
5	1.831
6	2.234
7	2.637
8	3.040
9	3.443
10	3.846
11	4.249
12	4.652
13	5.055
14	5.458
15	5.861
16	6.264
17	6.667
18	7.070
19	7.473
20	7.876
21	8.279
22	8.682
23	9.085
24	9.488
25	9.891
26	10.294
27	10.697
28	11.100
29	11.503
30	11.906
31	12.309
32	12.712
33	13.115
34	13.518
35	13.921
36	14.324
37	14.727
38	15.130
39	15.533
40	15.936
41	16.339
42	16.742
43	17.145
44	17.548
45	17.951
46	18.354
47	18.757
48	19.160
49	19.563
50	19.966
51	20.369
52	20.772
53	21.175
54	21.578
55	21.981
56	22.384
57	22.787
58	23.190
59	23.593
60	23.996
61	24.399
62	24.802
63	25.205
64	25.608
65	26.011
66	26.414
67	26.817
68	27.220
69	27.623
70	28.026
71	28.429
72	28.832
73	29.235
74	29.638
75	30.041
76	30.444
77	30.847
78	31.250
79	31.653
80	32.056
81	32.459
82	32.862
83	33.265
84	33.668
85	34.071
86	34.474
87	34.877
88	35.280
89	35.683
90	36.086
91	36.489
92	36.892
93	37.295
94	37.698
95	38.101
96	38.504
97	38.907
98	39.310
99	39.713
100	40.116
101	40.519
102	40.922
103	41.325
104	41.728
105	42.131
106	42.534
107	42.937
108	43.340
109	43.743
110	44.146
111	44.549
112	44.952
113	45.355
114	45.758
115	46.161
116	46.564
117	46.967
118	47.370
119	47.773
120	48.176
121	48.579
122	48.982
123	49.385
124	49.788
125	50.191
126	50.594
127	50.997
128	51.400
129	51.803
130	52.206
131	52.609
132	53.012
133	53.415
134	53.818
135	54.221
136	54.624
137	55.027
138	55.430
139	55.833
140	56.236
141	56.639
142	57.042
143	57.445
144	57.848
145	58.251
146	58.654
147	59.057
148	59.460
149	59.863
150	60.266
151	60.669
152	61.072
153	61.475
154	61.878
155	62.281
156	62.684
157	63.087
158	63.490
159	63.893
160	64.296
161	64.699
162	65.102
163	65.505
164	65.908
165	66.311
166	66.714
167	67.117
168	67.520
169	67.923
170	68.326
171	68.729
172	69.132
173	69.535
174	69.938
175	70.341
176	70.744
177	71.147
178	71.550
179	71.953
180	72.356
181	72.759
182	73.162
183	73.565
184	73.968
185	74.371
186	74.774
187	75.177
188	75.580
189	75.983
190	76.386
191	76.789
192	77.192
193	77.595
194	77.998
195	78.401
196	78.804
197	79.207
198	79.610
199	80.013
200	80.416
201	80.819
202	81.222
203	81.625
204	82.028
205	82.431
206	82.834
207	83.237
208	83.640
209	84.043
210	84.446
211	84.849
212	85.252
213	85.655
214	86.058
215	86.461
216	86.864
217	87.267
218	87.670
219	88.073
220	88.476
221	88.879
222	89.282
223	89.685
224	90.088
225	90.491
226	90.894
227	91.297
228	91.700
229	92.103
230	92.506
231	92.909
232	93.312
233	93.715
234	94.118
235	94.521
236	94.924
237	95.327
238	95.730
239	96.133
240	96.536
241	96.939
242	97.342
243	97.745
244	98.148
245	98.551
246	98.954
247	99.357
248	99.760
249	100.163
250	100.566
251	100.969
252	101.372
253	101.775
254	102.178
255	102.581
256	102.984
257	103.387
258	103.790
259	104.193
260	104.596
261	104.999
262	105.402
263	105.805
264	106.208
265	106.611
266	107.014
267	107.417
268	107.820
269	108.223
270	108.626
271	109.029
272	109.432
273	109.835
274	110.238
275	110.641
276	111.044
277	111.447
278	111.850
279	112.253
280	112.656
281	113.059
282	113.462
283	113.865
284	114.268
285	114.671
286	115.074
287	115.477
288	115.880
289	116.283
290	116.686
291	117.089
292	117.492
293	117.895
294	118.298
295	118.701
296	119.104
297	119.507
298	119.910
299	120.313
300	120.716

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. \_\_\_\_\_  
 New South Wales

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



I, CANDEN PARK ESTATE PTY. LIMITED

(herein called transferor)

being registered as the proprietor 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 EIGHTEEN THOUSAND ONE HUNDRED AND SEVENTY-ONE POUNDS — (£ 18,171 ) (the receipt whereof is hereby acknowledged) paid to it by BOWMAN ESTATES PTY. LIMITED

do hereby transfer to

BOWMAN ESTATES PTY. LIMITED a duly incorporated company having its registered office at 53 Martin Place, Sydney —  
 (herein called transferee)

ALL such 175 Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part (1))
		Whole or Part.	Vol.	Fol.	
Canden ✓	Canden ✓	Part ✓	5208	142 ✓	Being Lots 4, 5 & 6 in plan annexed hereto marked "A"

It must not be disclosed in this transfer.  
 The printing or handwriting in this document should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the intended alteration.

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to the plan shown in Town or Parish Plans issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land is comprised in a Certificate of Title it is to be described as "and being Lot (no. D.P. ) or "being the land shown in the plan annexed hereto" or "being the land (no. of the land in certificate of title) registered Vol. (no.)".

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

And that no easement or other right shall be created or granted in or over the land hereby transferred

H567820

Strike out if unnecessary  
suitably adjust.  
(i) If any easements  
be created or an-  
tions to be made.  
(ii) If the statutory  
ants implied by t  
are intended to b  
or modified.  
Covenants should com  
the provisions of Secti  
the Conveyancing Act  
1954.

EXCEPTING AND RESERVING to the Transferor and its successors in title  
all veins seams and beds of coal and other minerals lying and being  
under the land hereby transferred together with fully and free right and  
liberty to the Transferor and its successors in title as appurtenant to  
the coal and other minerals in and under the residue of the land  
comprised in Certificate of Title Volume 7092 Folio 991 and Volume 5208  
Folio 142 without entering upon the surface of the land hereby transferred  
to pass and repass and search for win and carry away and convey the  
coal and other minerals hereby reserved and the minerals in and under  
the said residue of land and to drive adits lay pipes construct railways  
and make aqueducts and water courses use any necessary machinery and  
carry on any other necessary mining operations in under land through the  
said land hereby transferred nevertheless making reasonable compensation  
for any damage or subsidence which may be occasioned to the surface of  
the land or to any part thereof or to any place thereon by reason of the  
exercise of all or any of the powers heretofore reserved.

AND the Transferee covenants with the Transferor that no fence shall be  
erected on the property hereby transferred to divide it from the adjoining  
land of the Transferor without the consent of the Transferor its successors  
and assigns but such consent shall not be withheld if such fence is erected  
without expense to the Transferor its successors or assigns and in favour  
of any person dealing with the Transferee or his assigns such consent shall  
be deemed to have been given in respect of every such fence for the time  
being erected.

AND it is hereby agreed:-

- (a) The land which is subject to the burden of this covenant and restriction  
is the land hereby transferred.
- (b) The land to which the benefit of this covenant is appurtenant is the  
residue of the land in the said Certificate of Title.
- (c) The covenant may be released varied or modified by the Transferor its  
successors and assigns.

ENCUMBRANCES, &c., REFERRED TO: *N/A.*

A very short note will  
K 1145-1

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."

Execution in New South Wales may be proved if this instrument is 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 who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or 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.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and 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.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Sydney the 21<sup>st</sup> day of December 1997.

Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL OF CAROLIN PARK ESTATE PTY. LIMITED was hereunto affixed by the authority of a resolution of the Board of Directors in the presence of two Directors whose signatures appear opposite hereto and in the presence of

J. J. Smith  
Secretary.

Transferor.  
[Signature]  
Directors.

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

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL OF BOHMAN ESTATES PTY. LIMITED WAS HEREUNTO AFFIXED BY ORDER OF THE BOARD AND IN THE PRESENCE OF.



[Signature] DIRECTOR  
[Signature] SECRETARY

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by 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 \_\_\_\_\_

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_ the attesting witness to this instrument 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.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasures. 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 attestation.

**H 567820**

LODGED BY BOWMANESTATES P/L  
12th floor  
53 Market Place  
Sydney (BW4001)

No. \_\_\_\_\_

**FEEES.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of 10s. is made in each of the following—  
 (i) where a restrictive covenant is imposed; or  
 (ii) a new easement is created; or  
 (iii) a partial discharge of mortgage is endorsed on the transfer.  
 (c) Where a new Certificate of Title must issue the scale charges are—  
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;  
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;  
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
 Where the ongrossing exceeds 16 folios, an amount of 5s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging dealing.

- 1 \_\_\_\_\_
  - 2 \_\_\_\_\_
  - 3 \_\_\_\_\_
  - 4 \_\_\_\_\_
  - 5 \_\_\_\_\_
  - 6 \_\_\_\_\_
- } Received Docs.  
 Nos.  
 } Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE!**  
 (N.E.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

\_\_\_\_\_ who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER <i>has been memorialized reg. with copy right subj to land.</i>
Checked by	Particulars entered in Register Book, Volume <u>5208</u> Folio <u>142</u>
Passed (in S.D.B.) by	<u>1030</u> the <u>5th</u> day of <u>June</u> 19 <u>62</u> at _____
Signed by	_____ minutes past <u>2</u> o'clock in the <u>4th</u> noon. <i>Jawataon</i> Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>FW</i>	<i>16/5/62</i>
Draft examined	<i>FW</i>	<i>16/5/62</i>
Diagram prepared	<i>FW</i>	<i>18/5/62</i>
Diagram examined	<i>FW</i>	<i>18/5/62</i>
Draft forwarded	<i>FW</i>	<i>18/5/62</i>
Supt. of Engrossers		
Cancellation Clerk	<i>AW</i>	<i>2/6/62</i>

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EXTRA FEES  
6 JUN 1962

*clear H562020  
 do do of  
 see memo 151  
 of 0519820*

*H467647507/4  
 H455244 484208/7  
 H534065  
 to follow.  
 27/5/68  
 451934*



**PLANNING CERTIFICATE UNDER  
SECTION 10.7  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

**APPLICANT:** Maddison Clarke  
Suite 6/22 Somerset Avenue  
Narellan  
NSW 2567

Certificate number: 20234416  
Reference number: 1318271  
Certificate issue date: 08/07/2025  
Certificate fee: \$71.00  
Applicant's reference: SNC:SBR:147698  
Property number: 111231  
Applicant's email: maddy@meehans.com.au

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 430 DP: 220274  
Address: **33 Ulmarra Avenue CAMDEN SOUTH NSW 2570**

**BACKGROUND INFORMATION**

This certificate provides information on how a property (such as land, a house, commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act 1979 (the Act).



## **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.

(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.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

**Note:** The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

### **LOCAL ENVIRONMENTAL PLANS (LEPs)**

Camden Local Environmental Plan 2010.



## **DEVELOPMENT CONTROL PLANS (DCPs)**

Camden Development Control Plan 2019, as amended

## **PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

No.

**Note:** The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

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

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

(b) In this zone, development for the following purposes is –

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)



(iii) Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Mortuaries; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

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

No.

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

No.

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

No.

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

No.

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

No.

### 3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023



(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

Greater Sydney Region

(b) the name of the Ministerial planning order in which the region is identified

Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.

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

No.

(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.

**Note:** The Act, Schedule 4, Part 1 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 one of those clauses, the reasons why it may not be carried out under the clause.

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

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

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

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

#### HOUSING CODE

Complying development MAY be carried out on the land



## **RURAL HOUSING CODE**

Complying development MAY be carried out on the land.

## **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

**Note:** Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development MAY be carried out on the land

## **GREENFIELD HOUSING CODE**

Complying development MAY be carried out on the land.

**Note:** The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the SEPP (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

## **INLAND CODE**

The Inland Code does not apply to the Camden Local Government Area.

## **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE**



Complying development MAY be carried out on the land.

### **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

### **SUBDIVISIONS CODE**

Complying development MAY be carried out on the land.

### **DEMOLITION CODE**

Complying development MAY be carried out on the land.

### **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **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 one of those clauses, the reasons why it may not be carried out under the clause.

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

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

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

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

### **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

### **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**



Exempt development MAY be carried out on the land

## **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

Where exempt development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **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.

No.

## **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.

No.

## **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.

No.



## 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.

Yes.

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

No response required

(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.

*probable maximum flood* has the same meaning as in the Flood Risk Management Manual.

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

(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.

### LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### BUSH FIRE

The land is affected by the provisions of a Development Control Plan and by Planning for Bush Fire Protection (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.

### TIDAL INUNDATION



The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

## **SUBSIDENCE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

## **ACID SULFATE SOILS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulfate soils.

## **CONTAMINATION**

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

## **AIRCRAFT NOISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of aircraft noise.

## **SALINITY**

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to the requirements in the relevant Development Control Plan that applies to the land.

## **COASTAL HAZARDS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of coastal hazards.

## **SEA LEVEL RISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of sea level rise.

## **11 BUSH FIRE PRONE LAND**



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

Some of the land has been identified as bush fire prone land on the Camden Council Bush Fire Prone Land Mapping, as certified by the Commissioner of the NSW Rural Fire Service under Section 10.3(2) of the Environmental Planning and Assessment Act, 1979.

## **12 LOOSE-FILL ASBESTOS INSULATION**

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.

No.

## **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.

No.

## **14 PAPER SUBDIVISION INFORMATION**

(1) The name of a development plan adopted by a relevant authority that—

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

(2) The date of a subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

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

No.

## **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.

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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

No.

## **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.

No.

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

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

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

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

No.

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

No.

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

No.



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

No.

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

No.

## **21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

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

No.

## **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.

No.

(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.

(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).

No.

(4) In this section—

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

## **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.

Not applicable.

**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.

## **MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997**

The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) 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,

No.

(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,

No.

(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,

No.

(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,

No.

(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.

No.

## **DISCLAIMER AND CAUTION**



The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Andrew Carfield**  
General Manager

**Service Location Print**  
Application Number: 8004442365



Document generated at 08-07-2025 11:20:53 AM

**Disclaimer**

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

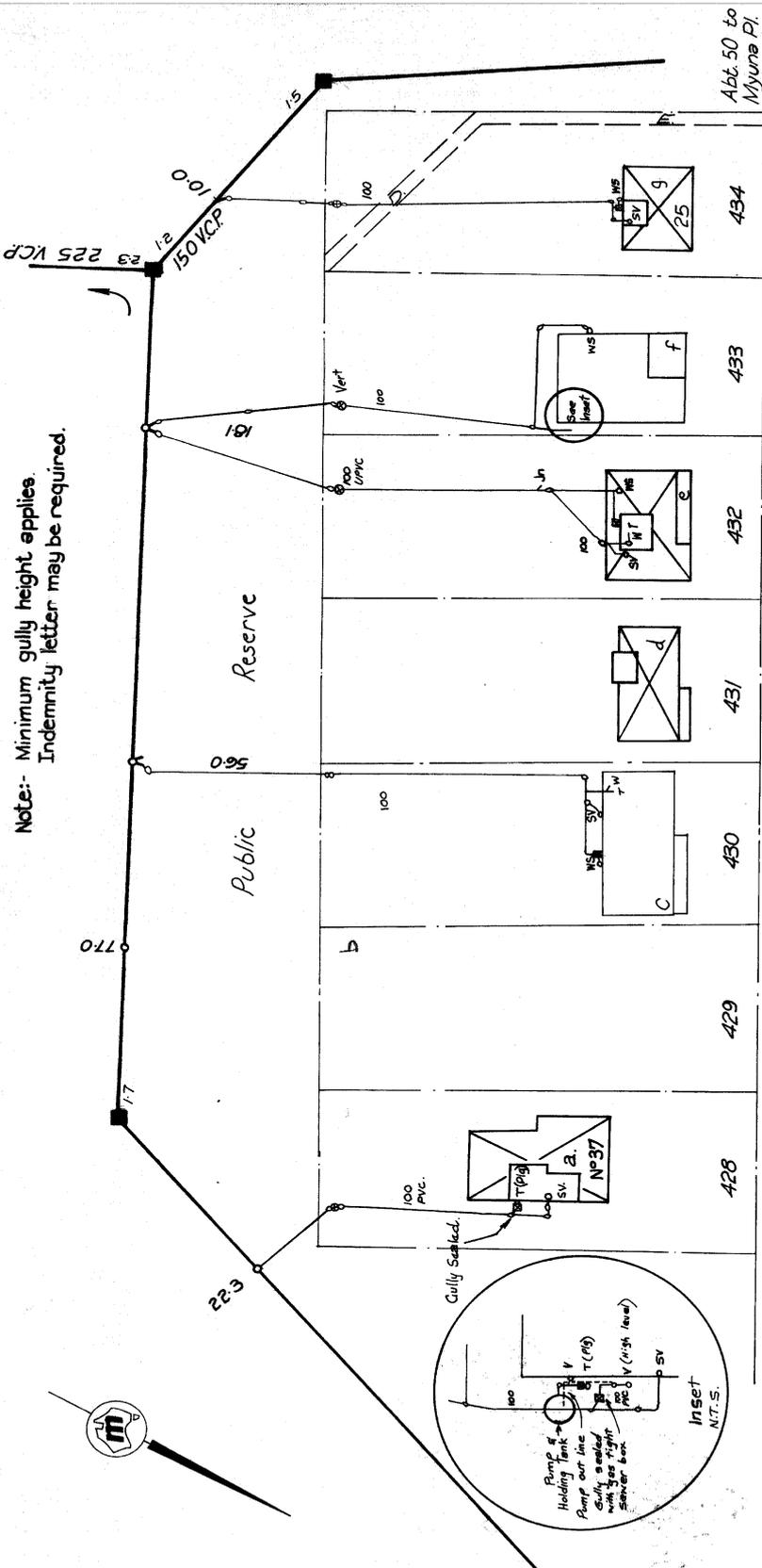
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8004442366



Note:- Minimum gully height applies.  
Indemnity letter may be required.

No. 0625901

ULMARRA AVE.  
W.O. 48000 (Camden)

<p>M.W.S. &amp; D.B. <b>SEWERAGE SERVICE SHEET</b> Municipality of Camden</p>	
<p><b>Scale 1:500</b> Distances/depths in metres; pipe diameters in millimetres</p>	
<p>for House Services Engineer</p>	
<p><b>SYMBOLS AND ABBREVIATIONS</b></p> <p>Boundary Trap IP Induct Pipe Inspection Shaft MF Mica Flap Pit T Tubs Grease Interceptor K Kitchen Sink Gully W Water Closet P Trap B Bath Waste Reflex Valve H Handbasin Cleaning Eye S Shower Vertical Pipe WIP Wrought Iron Pipe Vent Pipe CIP Cast Iron Pipe Soil Vent Pipe F Floor Waste Down Cast Cowl M Washing Machine</p>	<p><b>PLUMBING</b></p> <p>Supervised by _____ Date _____ Inspector _____</p> <p><b>SEWER AVAILABLE</b> Where the sewer is not available and a special inspection is required the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.</p>
<p><b>DRAINAGE</b></p> <p>Supervised by _____ Date _____ Inspector _____ Examined by _____ Chief Inspector _____ Tracing Checked _____</p>	<p><b>BRANCH OFFICE</b></p> <p>Date _____ Outfall <b>WC</b> _____ Drainer _____ Plumber _____ Boundary Trap <b>*/is not required</b></p>
<p>W.C.s _____ U.C.s _____</p>	<p>e: 21679 c: 3-9-79 g: 1-2-80 f: 5-9-86 a: 30-7-87</p>

**Disclaimer**

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

## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	4ca1eb91
Property Address:	33 ULMARRA AVENUE CAMDEN SOUTH
Expiry Date:	16 July 2028
Issuing Authority:	Alexander Stephandellis - Registered Certifier - bdc2594

**Restricted by S20 Exemption:** the spa pool must be covered and secured by a lockable child-resistant structure at all times when the spa pool is not in actual use.

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

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

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

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

Pool No:	4ca1eb91
Property Address:	33 ULMARRA AVENUE CAMDEN SOUTH
Date of Registration:	21 July 2025
Type of Pool:	A spa pool
Description of Pool:	Above ground 1,300L

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