

Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|---|--|
| vendor's agent | First National Real Estate Bowral 3/373 Bong Bong Street, Bowral NSW 2576 Email: isabella@fnbowral.com.au | Phone: 02 4861 4861 Ref: Isabella McMahon |
| co-agent | | |
| vendor | Jennifer Grace McClay 11/1 Biggera Street, Braemar NSW 2575 | |
| vendor's solicitor | Our Lawyers 87 Main Street, Mittagong NSW 2575 PO Box 150, Mittagong NSW 2575 Email: yhill@ourlawyers.com.au | Phone: 02 4872 4004 Ref: YH:18426 |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | 11/1 Biggera Street, Braemar NSW 2575 Lot 11 in Deposited Plan 270473 Folio Identifier 11/270473 | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| improvements | <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 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 type="checkbox"/> ceiling fans | <input type="checkbox"/> EV charger | <input type="checkbox"/> pool equipment | <input checked="" type="checkbox"/> TV antenna |
| | <input type="checkbox"/> other: | | | |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's solicitor | | | | |
| price | \$ | | | |
| deposit | \$ _____ | (10% of the price, unless otherwise stated) | | |
| balance | \$ | | | |
| contract date | (if not stated, the date this contract was made) | | | |

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

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

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|--|--|
| <input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate | <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract |
| Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance | Other <input type="checkbox"/> 60 |

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

SimplyStrata

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

| | |
|---|--|
| APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services | NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority |
|---|--|

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 mortgage).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

| | |
|-------------------------------|---|
| 1.1 | In this contract, these terms (in any form) mean – |
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

BRAEMAR GARDENS UNIT 11, 1 BIGGERA ST BRAEMAR
NSW 2575

SPECIAL CONDITIONS

1. Amendments to 'Land – 2022 edition' conditions

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

2. Inconsistency

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

3. Notice to complete

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

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

4. Extension of Notice to Complete

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

5. Death or incapacity

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

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

6. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

7. Late completion

In the event that completion is not effected:

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

8. Cost of Rescheduled Settlement

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

9. Agent

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

10. Deposit bond

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

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

11. Non-prescribed / auxiliary documents

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

12. Requisitions on Title

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

13. Release of deposit

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

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

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

Requisitions on Title

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

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

All properties

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

If Strata and Community title properties

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owner's corporation, the community, and precinct or neighborhood associations?

If Rural

1. Are there any notices from neighbors or any public authorities requiring compliance?
2. All agreements written oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbors relating to fencing?

5. Are there any licenses or agreements relating to pipelines, soil conservation or timber harvesting?
6. Has the vendor any water license or rights under the Water Management Act 2000.
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, Threatened Species, Native Vegetation Conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?



FOLIO: 11/270473

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 10/10/2025 | 11:52 AM | 5 | 18/6/2025 |

LAND

LOT 11 IN COMMUNITY PLAN DP270473
AT BRAEMAR
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF COLO COUNTY OF CAMDEN
TITLE DIAGRAM DP270473

FIRST SCHEDULE

JENNIFER GRACE MCCLAY (ND AV158209)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270473
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 6234676 COVENANT
- 5 DP270473 EASEMENT TO DRAIN WATER 5.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 1/270473

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 10/10/2025 | 12:01 PM | 2 | 14/6/2023 |

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270473
AT BRAEMAR
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF COLO COUNTY OF CAMDEN
TITLE DIAGRAM DP270473

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270473
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- SIMPLY STRATA
PO BOX 259
BOWRAL NSW 2576

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 6234676 COVENANT
- 4 DP270473 RIGHT OF ACCESS VARIABLE WIDTH (DOC.1) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP270473 EASEMENT FOR SERVICES VARIABLE WIDTH (DOC.1)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 6 DP270473 EASEMENT TO DRAIN WATER 5.5 METRE(S) WIDE (DOC.1)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM

NOTATIONS

DP270473 NOTE: REGISTERED 22.10.2008. SUBDIVIDES LOT 8 INTO LOTS 9-14
IN DP270473

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NAME OF DEVELOPMENT, IF ANY
 BRAEMAR GARDENS ESTATE

ADDRESS FOR SERVICE OF NOTICE
 BIGGERA STREET
 BRAEMAR 2575

DP270473

SHEET 1 OF 4 SHEETS

FOR REFERENCE TO ADDITIONAL SHEETS SEE SCHEDULE BELOW

REGISTERED: 8 21 3 2006

THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT STATUS OF THE SCHEME. FOR DETAILS OF SUCH UPDATES AND REPLACEMENT SHEETS ADDED SEE SCHEDULE BELOW.

COUNCIL'S APPROVAL No.

DATE: 8/12/05

COUNCIL CLERK'S SIGNATURE: *[Signature]*

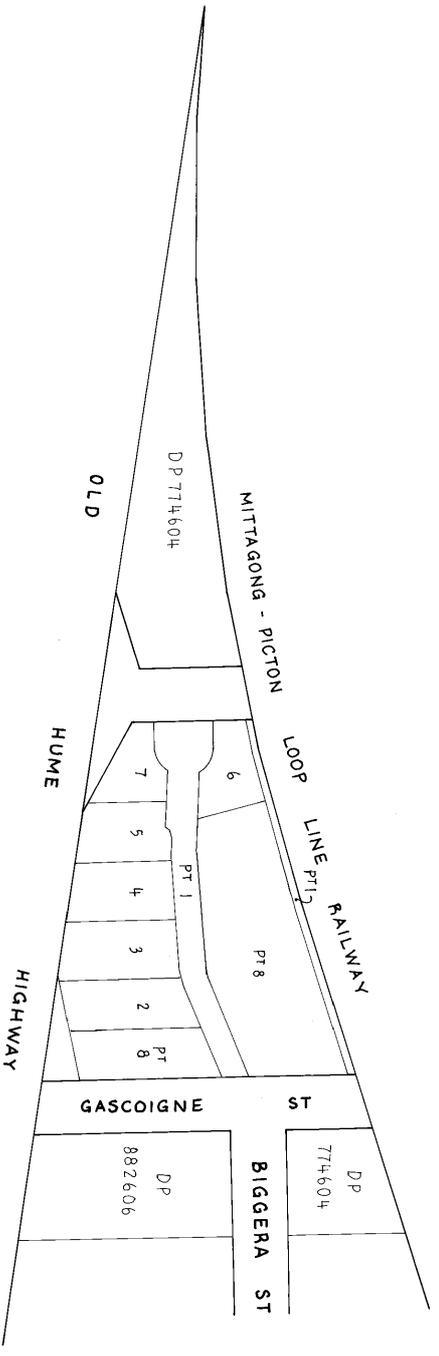
SURVEYOR'S SIGNATURE: *[Signature]*

DATE: 27/11/05

SCHEDULE OF CHANGES TO THE SCHEME

| LOT No. | DETAILS | SHEET No. |
|---------|---------------------------|-----------|
| 8 | SUBDIVIDED INTO LOTS 8-14 | 5 |

LOCATION PLAN
 RR 1:1250



DETAIL PLAN

DP270473

Registered: 6.21.3.2006

The System: TORRENS
 Purpose: SUBDIVISION
 Ref Map: PARISH
 Last Plan: DP774604 #

PLAN OF SUBDIVISION OF
 LOT 5 DP 774604

Lengths are in metres Reduction Ratio: 1:500

L.G.A.: WINGECARRIBEE

Locality: BRAEMAR

Parish: COLO

County: CAMDEN

This is sheet 2 of my plan in L.L. (Sheet 1 of 2) sheets

Surveyors Regulation 2001

L. ROBERT J. ANDERSON

of 351 BONG BONG ST BOWRAL

a surveyor registered under the Surveyors Act 2002. Newly certified

and the surveyor responsible for the plan's accuracy. Has been made in

on 11-11-05

The survey relates to: LOTS 1 - 8, INCL

(See a copy of the plan for details of the survey and any land shown in

the plan that is not the subject of this survey) Dated: 27-11-05

(Signature) _____ (Name) L. ROBERT J. ANDERSON

(Type Urban / Rural) _____

Plans used in preparation of Survey/Compilation

DP 5 774604 882606 874482

233721

PANEL FOR USE ONLY for statements of intention

to dedicate public roads, to create public open

space, drainage easements, easements, restrictions on the

use of land or positive covenants

PURSUANT TO SEC 88B OF THE

CONVEYANCING ACT 1994 AS

AMENDED IT IS INTENDED TO

CREATE:

1. RIGHT OF ACCESS VARIABLE WIDTH

2. EASEMENT FOR SERVICES VARI WIDTH

3. EASEMENT FOR ELECTRICITY

PURPOSES 1.2 WIDE

4. EASEMENT TO DRAIN SEWAGE

2 WIDE

5. EASEMENT TO DRAIN WATER

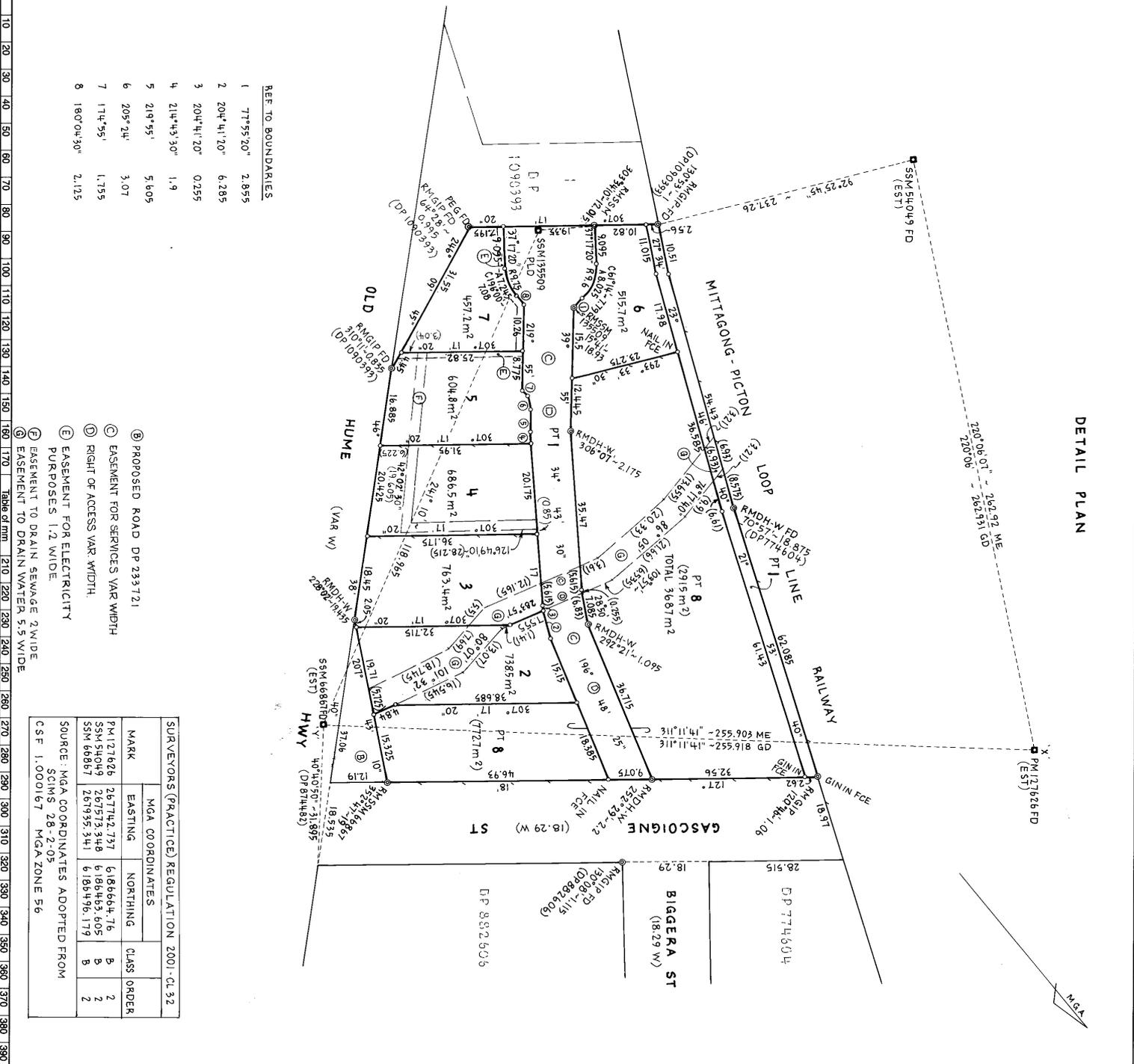
5.5 WIDE

SIGNATURES AND SEALS ONLY:
 GEORGE MANOJLOVSKI
 DIRECTOR
 CHAMBERSLIFE PTY LTD.
 W.J. LAWRENCE
 DIRECTOR
 CHAMBERSLIFE PTY LTD



Department of Lands Approval
 (Authorised Officer) _____
 In approving this plan certifies that all necessary approvals in regard to the allocation of the land shown herein have been given.
 Signature: _____
 Date: _____
 File Number: _____
 Other: _____

Subdivision Certificate
 I certify that the provisions of s.104 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
 (Insert Subdivision (new road)) _____ set out herein
 Authorised Person Government Surveyors and Valuers Commission
 Consent Authority: WINGECARRIBEE COUNCIL
 Date of Endorsement: 8-12-05
 Accreditation No.: 3875/05
 Subdivision Certificate No.: L.O.N. 1782/01
 File No.: _____
 (Name whichever is applicable)



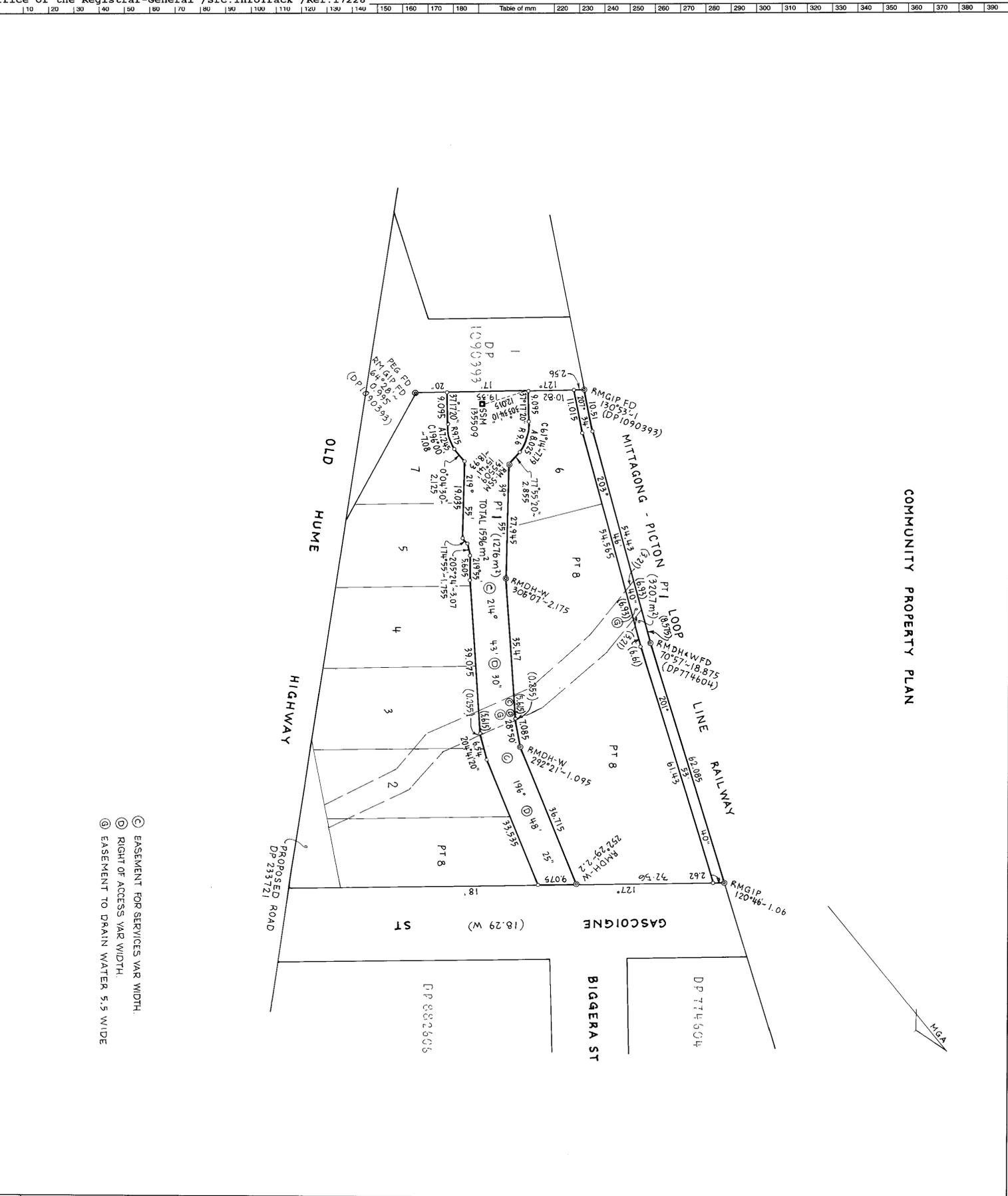
REF TO BOUNDARIES

| | | |
|---|------------|-------|
| 1 | 77°55'20" | 2.855 |
| 2 | 204°41'20" | 6.285 |
| 3 | 204°41'20" | 0.255 |
| 4 | 214°43'30" | 1.9 |
| 5 | 219°55' | 5.605 |
| 6 | 205°24' | 3.07 |
| 7 | 174°55' | 1.755 |
| 8 | 180°04'30" | 2.135 |

- ⓑ PROPOSED ROAD DP 233721
- Ⓒ EASEMENT FOR SERVICES VARI WIDTH
- Ⓓ RIGHT OF ACCESS VARI WIDTH
- Ⓔ EASEMENT FOR ELECTRICITY PURPOSES 1.2 WIDE
- Ⓕ EASEMENT TO DRAIN SEWAGE 2 WIDE
- Ⓖ EASEMENT TO DRAIN WATER 5.5 WIDE

| SURVEYORS (PRACTICE) REGULATION 2001 - CL 3.2 | | MGA COORDINATES | |
|---|------------|-----------------|-------------|
| MARK | EASTING | NORTHING | CLASS ORDER |
| PM127626 | 267742.737 | 6186664.76 | B 2 |
| SSM514049 | 267573.348 | 6186463.605 | B 2 |
| SSM60865 | 267935.341 | 6186496.179 | B 2 |

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 28-2-05
 CSF 1:000167 MGA ZONE 56



COMMUNITY PROPERTY PLAN

- ⊙ EASEMENT FOR SERVICES YAR WIDTH.
- ⊙ RIGHT OF ACCESS YAR WIDTH.
- ⊙ EASEMENT TO DRAIN WATER 5.5 WIDE

DP270473

Registered:  21. 3. 2006

This is sheet 3 of my plan in 4 sheets

[Signature]

Surveyor registered under Surveying Act, 2002

This is sheet of the plan of sheets covered by subdivision certificate No. 3875105.

[Signature]

Authorised Person *[Signature]*

For use where space is insufficient in any panel on Plan Form 2

Production Ratio: 1: 600

SURVEYOR'S REFERENCE: 14555

HISTORICAL FILE
SEE ADMINISTRATION SHEET (DOC. A SHEET 2)

| INITIAL SCHEDULE OF UNIT ENTITLEMENT | |
|--------------------------------------|--------------------|
| LOT | UNIT ENTITLEMENT |
| 1 | COMMUNITY PROPERTY |
| 2 | 1 |
| 3 | 1 |
| 4 | 1 |
| 5 | 1 |
| 6 | 1 |
| 7 | 1 |
| 8 | 6 |
| TOTAL | 12 |

DP270473

Registered:  8 21. 3. 2006*

This is sheet 4 of my plan in 4 sheets

[Signature]

Surveyor registered under Surveying Act, 2002

This is sheet _____ of the plan of _____ sheets covered by subdivision certificate No. **3825/95** of _____

[Signature]
Authorised Person *[Name]*

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989 SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET WHICH WILL BE NUMBERED SHEET 4A AS THE CIRCUMSTANCES REQUIRE

Mark Casemile
OF Peter Cassell Builders, Rockdale

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975 CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED ON VALUATIONS MADE BY ME ON _____

SIGNED *[Signature]*
DATE **22 February 2006**

Production Ratio: 1:



SURVEYING REGULATION 2006, CL 35(1)(b) AND CL 81 (2)
 COMBINED SCALE FACTOR 1.000215

| MARK | | MGA COORDINATES | | ZONE | CLASS | ORDER | METHOD | ORIGIN |
|------------|------------|-----------------|----------|------|-------|-------|----------|--------|
| EASTING | NORTHING | EASTING | NORTHING | | | | | |
| PM 127626 | 267742.737 | 6186664.76 | 56 | B | 2 | | | SCMS |
| SSM 54049 | 267573.348 | 6186463.605 | 56 | B | 2 | | | SCMS |
| SSM 66867 | 267935.341 | 6186466.179 | 56 | B | 2 | | | SCMS |
| SSM 135603 | 267831.075 | 6186458.795 | 56 | C | NA | | CAD TRAV | FOUND |

OLD HUME HIGHWAY

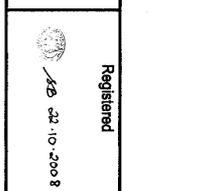
Ⓢ EASEMENT TO DRAIN WATER 5.5 WIDE (DP 270473)
 THIS IS SHEET 5 OF DP 270473 AND IT REPLACES
 SHEET 2 AS REGARDS LOT 8 AND IS AN ADDITIONAL SHEET

| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|--|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| SOURCE: MGA COORDINATES ADOPTED FROM SCMS 18/11/07 | | | | | | | | | | | | | | |

Surveyor: ROBERT J ANDERSON
 Date of Survey: 20/11/07
 Surveyor's Ref: H4555512

PLAN OF
 SUBDIVISION OF LOT 8 TP 270473

LGA: WINGECARRIBEE
 Locality: BRAEMAR
 Subdivision No. L14 01/932
 Lengths are in metres. Reduction Ratio: 1:500



DP 270473
 ADDITIONAL SHEET 5

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

REURICH AND POWER
 BUILDING PTY LIMITED
 (ACN 099 568 331)

M Martin
 DIRECTOR - MARTIN REURICH
B Brent
 SECRETARY - BRENT REURICH

R Rowan Wall
 DIRECTOR - ROWAN WALL



V Val Macrae
 SECRETARY - VAL MACRAE

Use PLAN FORM 6A for additional certificates, signatures, seals and statements



DP270473 S (Doc. A)

Registered: 22.10.2008 *
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 8 DP 270473

LGA: WINGECARRIBEE

Locality: BRAEMAR

Parish: COLO

County: CAMDEN

Surveying Regulation, 2006

I, Robert J Anderson of 357 Bong Bong Street, Bowral a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 20/11/07

The survey relates to .LOTS 9-14

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *R Anderson* Dated: 5/12/07
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: X-Y
 Type: Urban/

Plans used in the preparation of survey/compilation DP 270473

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 14555ST2

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

SUBDIVISION

the proposed..... set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **WINGECARRIBEE SHIRE COUNCIL**
 Date of Endorsement: **15/07/2008**
 Accreditation no: **N/A**
 Subdivision Certificate no: **LVA 01/1932**
 File no: **LVA 01/1932**

* Delete whichever is inapplicable.

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 8 DP 270473



DP270473 S

(Doc.A)

Registered:



AB 22.10.2008

Subdivision Certificate No: **LUA 01/1932**

Date of Endorsement: **15/9/08**

Name of Development if any:

BRAEMAR GARDENS ESTATE

Address for Service of Notice

BIGGERA STREET, BRAEMAR 2575

This sheet shows an initial schedule of unit entitlements for the *Community/*Precinct/*Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets.

* Strike out whichever is inapplicable

I, **Gregory John Oliver**
 of **W.H.I. Carpenter & Assoc.**
 being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on *this sheet/~~these sheets~~ are based upon valuations made by me on # **21/1/08**

Signature **G.J. Oliver** Date **21/1/08**

* Strike out whichever is inapplicable # Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet- Plan Form 6A)

| LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-------|-----------------------------|-------------|
| 1 | Community Property | |
| 2 | 1 | |
| 3 | 1 | |
| 4 | 1 | |
| 5 | 1 | |
| 6 | 1 | |
| 7 | 1 | |
| 8 | Subdivided into Lots 9 - 14 | See Sheet 5 |
| 9 | 1 | |
| 10 | 1 | |
| 11 | 1 | |
| 12 | 1 | |
| 13 | 1 | |
| 14 | 1 | |
| TOTAL | 12 | |

This sheet contains an updated Schedule of Unit Entitlements and replaces Sheet 4 of the plan registered on 21.3.2006.

SURVEYOR'S REFERENCE: 14555 ST2

* OFFICE USE ONLY

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

Sheet 1 of 2

DP270473

Subdivision of Lot 5 DP 774604 covered by
Subdivision Certificate No. **3875/05**

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

Champerslife Pty Limited
PO Box 83
TERREY HILLS NSW 2084

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|-------------------------------|--|
| 1 | Right of Access Variable Width | 1 | 6/774604, 1/1090393, Wingecarribee Shire Council |
| 2 | Easements for Services Variable Width | 1 | 6/774604, 1/1090393, Wingecarribee Shire Council |
| 3 | Easement for electricity purposes 1.2 wide | 5 & 7 | 6/774604, 1/1090393 |
| 4 | Easement to drain sewage 2 wide | 4 & 5 | Wingecarribee Shire Council |
| 5 | Easement to drain water 5.5 wide | 1, 2, 3, 8 | Wingecarribee Shire Council and State Rail Authority |


W.S. LAWRENCE


GEORGE MANOJLOVSKI


DAVID JORDAN DIRECTOR

Leona Nielsen
SECRETARY


Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

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

Sheet 2 of 2

Plan:

Subdivision of Lot 5 DP 774604 covered by
Subdivision Certificate No. 3875/05

DP270473

Part 2

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

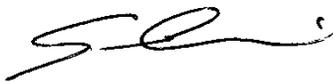
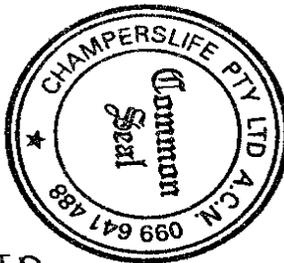
Corporation: Champerslife Pty Limited ACN 099 641 488
Authority: section 127 of the Corporations Law

Signature of authorised person:
Name of authorised person:
Office held:

Signature of authorised person:
Name of authorised person:
Office held:



W.J. LAWRENCE
DIRECTOR
CHAMPERSLIFE PTY LTD



GEORGE MANOJLOVSKI
DIRECTOR
CHAMPERSLIFE PTY LTD



Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL



Handwritten signature of David Jordan
DAVID JORDAN
DIRECTOR
Handwritten signature of Leone Nielsen
Leone Nielsen
SECRETARY

REGISTERED  21.3.2006

DP270473

Approved Form 28

COMMUNITY LAND DEVELOPMENT ACT 1989

COMMUNITY LAND MANAGEMENT ACT 1989

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this management statement are binding on the Owners Corporation, each subsidiary body within the Community Parcel and each person who is a proprietor, lessee, occupier or mortgagee in possession of Individual Lot within the Community Parcel.

These By-Laws relate to the control, use and preservation of the Community Property and may only be amended by special resolution of the Owners Corporation provided that the By-Laws are not amended so as to unreasonably restrict the use or enjoyment of the Community Property by the owners, occupiers and invitees of the proprietors of Lot 6 in Deposited Plan 774604 for access or easements required through the Community Property.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

There are no By Laws relating to the control and preservation of the essence or theme of the Community Parcel.

PART 2

RESTRICTED COMMUNITY PROPERTY

There is no restricted community property as defined by s 54 *Community Management Act* 1989.

PART 3

MANDATORY MATTERS

These are matters which must be addressed in every management statement.

1. THE COMMUNITY PARCEL AND OPEN ACCESS WAYS

- 1.1 Community Parcel comprises twelve Community title cluster houses and all Common Pathways, Community Property, easements for services together with all grass swales, culverts, drainage pits, water main pipes and hydrants which form part of the Community Property.

SHEET 1 OF 16 SHEETS

TERMS AND CONDITIONS NOT CHECKED IN LPI

REGISTERED 21.3.2006

[Signature]

W. J. LAWRENCE
DIRECTOR - CHAMPERS LIFE P/L

[Signature]

GEORGE MANOJLOWSKI
DIRECTOR - CHAMPERS LIFE P/L

-1-

[Signature]
Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

MANAGEMENT STATEMENT

DP270473

- 1.2 Access to and from the Community Parcel is by public road and access in and around the Community Parcel is by way of Common Pathways and Open Access Ways. There are no Private Access Ways on the Community Parcel.
- 1.3 The Open Access Way is the main road of variable width which runs north-east to south-west through the middle of the Community Parcel shown on the plan attached hereto.
- 1.4 For the purpose of the control, management, use and maintenance of the Open Access Way, it shall form part of the Community Property.

2. PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

- 2.1 Community Property shall be available for use by:-
 - (a) Owners and Occupiers;
 - (b) Invitees;
 - (c) The owners, occupiers and invitees of the proprietors of Lot 6 in Deposited Plan 774604; and
 - (d) The owners, occupiers and invitees of the proprietors of the closed road to the South West of the Community Parcel contained in Deposited Plan 1090393.
- 2.2 The Owners Corporation may construct Community Facilities on Community Property subject to Council Approval.
- 2.3 The Owners Corporation is responsible for the control, management, maintenance and use of Drainage, easements for services, grass swales, culverts, drainage pits, water main pipes and hydrants located on the Community Property and the control, management and surface maintenance of the Open Access Way, Common Pathways and easements for services on the Community Property.
- 2.4 The Owners Corporation must impose Contributions on all Owners for the costs of insurance, maintenance and management of all drainage systems, easements for services, grass swales, culverts, drainage pits, water main pipes and hydrant located on the Community Property together with the Open Access Way and Common Pathways within the Community Parcel and such other matters as may be determined by the community association.
- 2.5 In the event that damage is caused by an Owner or Occupier, or an invitee of that Owner or Occupier, the Owners Corporation may recover the costs of carrying out the necessary repairs from that Owner or Occupier.



Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

-2-



W.I. LAWRENCE
DIRECTOR CHAMPERS LIFE P/L



GEORGE MANOJLOVSKI
DIRECTOR - CHAMPERS LIFE P/L

MANAGEMENT STATEMENT

DP270473

- 2.6 The Owners Corporation may enter into a contract with any agent or servant as determined by the sole discretion of the Executive Committee for the management, maintenance, control and administration of Community Property.
- 2.7 Owners and Occupiers and their Invitees must:-
- 2.7.1 Not drive vehicles on the Community Parcel in a manner that is dangerous or so as to cause the emission of excessive noise levels or exhaust or other fumes;
- 2.7.2 Not park or stand any vehicle upon any Community Property other than within designated parking areas except for the purpose of delivery of furniture or household items, the construction and maintenance of improvements on an Individual Lot or for any other service; and
- 2.7.3 Not block, obstruct or generally interfere with the Common Pathways.
- 2.8 Owners and Occupiers shall not permit any invitee to do those acts prohibited within clause 2.7 above.
- 2.9 The Executive Committee must grant to Owners and Occupiers reasonable access to pass and repass over Community Property, to enable Owners and Occupiers and their invitees to access their Individual Lot whether on foot, by bicycle or by Vehicle.

3. RESTRICTIONS ON INTERNAL FENCING WITHIN THE COMMUNITY PARCEL

- 3.1 The *Dividing Fences Act* 1991 applies to the internal fences within the Community Parcel except to the extent as it affects the Developer and the Executive Committee who shall not be bound to the terms of the said legislation nor will they be liable for any contribution to the Owner or Occupier towards the costs of erecting or repairing any fence.

4. GARBAGE AND RECYCLING

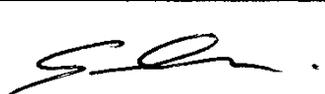
- 4.1 At the first Annual General Meeting of the Owners Corporation, the Owners Corporation must undertake to either arrange with Council or engage an independent Contractor to ensure that garbage and recyclable materials from Individual Lots within the Community Parcel are collected on a regular basis and at such times as determined by the Owners Corporation.
- 4.2 Owners and Occupiers must:-
- 4.2.1 Sort, store and dispose of garbage and recyclable materials in approved receptacles located within the designated places upon their respective Individual Lots;



Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL



W.J. LAWRENCE
DIRECTOR - CHAMPERSLIFE P/L



GEORGE MANOJLOVSKI
DIRECTOR - CHAMPERSLIFE P/L

-3-

MANAGEMENT STATEMENT

DP270473

- 4.2.2 Keep all garbage and recyclable storage units secure and screened using wither screen fences and/or landscaping so as not to be visible from other Individual Lots;
- 4.2.3 Not obstruct or interfere with garbage and recycling services or deposited garbage or recyclable materials on Community Property;
- 4.2.4 Keep the approved receptacle and its storage area in a clean and tidy state;
- 4.2.5 Return garbage and recycling receptacles to the storage areas on their Individual Lot within twenty-four (24) hours after emptying of receptacles.

5. SERVICES

5.1 The following services will be supplied to the Community Parcel by the following Service Providers:-

| Statutory Services | Service Provider |
|---------------------------------------|-----------------------------|
| Stormwater/Drainage within the Parcel | Owners Corporation |
| Electricity | Integral Energy |
| Gas | AGL |
| Water | Wingecarribee Shire Council |
| Telecommunications | Telstra |
| Sewer | Wingecarribee Shire Council |

- 5.2 Subject to any law, regulation or any contrary guideline, the providers listed in the clause 5.1, subject to any change, will be responsible for the maintenance and monitoring of the said services and shall notify the Owners Corporation of any problems or required repairs.
- 5.3 Notwithstanding By-Law 2.3 contained herein, the Developer and the Owners Corporation may contract with the Service Providers for the installation and maintenance of any additional services for Owners and Occupiers;
- 5.4 In the event that damage is caused to the services by an Owner or Occupier, or an invitee of that Owner or Occupier, the Owners Corporation may recover the costs of carrying out the necessary repairs from that Owner or Occupier.
- 5.5 The Owners and Occupiers must not, without the prior written consent of the Owners Corporation, carry out any works, repairs or maintenance to their Individual Lot which may block, affect, interfere with or cause damage to the services.


W. J. LAWRENCE
DIRECTOR - CHAMPERS LIFE P/L


GEORGE MANOJLOVSKI
DIRECTOR - CHAMPERS LIFE P/L


Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

MANAGEMENT STATEMENT

DP270473

- 5.6 Owners and Occupiers must promptly notify the Owners Corporation of any damaged or defected services provided to their Lot.
- 5.7 The Owners Corporation may change service providers at any time.

6. INSURANCE

- 6.1 The Owners Corporation must effect all insurances required of it pursuant to Community Title Legislation and Regulations with an accredited provider and renew the policy annually.
- 6.2 Prior to each annual review, the Owners Corporation must assess whether additional Insurance is required taking into account and improvements to the Community Parcel or other circumstances which the Owners Corporation determines to warrant additional insurance.

7. EXECUTIVE COMMITTEE – CONSTITUTION, POWERS & FUNCTIONS AND PROCEEDINGS

7.1 Establishment and Conduct of the Executive Committee

The Executive Committee shall be established in accordance with Division 2 of Part 2 of the *Community Title Management Act 1989* and may meet together to conduct any such business as the members of the Executive Committee think fit.

7.2 Convening Meetings

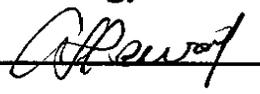
The Secretary, or in the absence of the Secretary, any member of the Executive Committee, must at the request of not less than one-third of the members of the Executive Committee, convene a General or Executive meeting within the period of time specified within fourteen (14) days of the making of the request.

7.3 Notice of Executive Committee Meetings

Not less than 48 hours before the Executive Committee holds a meeting, the members of the Executive Committee shall provide written notice of their intention to hold a meeting to the Owners of the Individual Lots which includes a detailed agenda for the intended meeting.

7.4 Attendance by Owners

SHEET 5 OF 16 SHEETS



W.J. LAWRENCE
DIRECTOR CHAMPERSURE P/L

-5-



GEORGE MANOJLOVSKI
DIRECTOR CHAMPERSURE P/L

Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

MANAGEMENT STATEMENT

DP270473

The Owners of the Individual Lots may attend any meeting of the Executive Committee but may not address the meeting unless authorised by the Executive Committee.

7.5. Voting in Writing of members of Executive Committee

Where

- (a) The Executive Committee have complied with all requirements of a valid meeting; and
- (b) A notice of motion for a proposed resolution has been served on each member of the Owners Corporation and
- (c) Each member of the Executive Committee has approved that resolution in writing

Then that resolution shall, subject to Section 38(3) of the *Community Land Management Act* 1989, be a valid resolution passed by the Executive Committee.

7.6. Minute of certain resolutions to be included in Executive Committee's minutes;

The Executive Committee must prepare and maintain minutes in regards to all resolutions passed pursuant to a register of all resolutions passed.

7.7. Minutes to Owners

The Executive Committee shall provide a copy of the minutes of each meeting together with a copy of a minute of any resolution passed by the Executive Committee to each Owner within seven (7) days of the meeting.

7.8. Duties of chairman of Executive Committee

The Chairman shall preside over each meeting of the Executive Committee and decide matters of procedures and voting.

7.9. Powers and duties of Secretary

The Secretary shall:-

- (a) Prepare submit and, where necessary, serve any notice or minute required by the Executive Committee;
- (b) Maintain the Executive Committee Roll;



Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

-6-



W. J. LAWRENCE
DIRECTOR - CHAMPERSUPE P/L



GEORGE MANOJLOVSKI
DIRECTOR - CHAMPERSUPE P/L

SHEET 6 OF 16 SHEETS

MANAGEMENT STATEMENT

DP270473

- (c) Prepare and Maintain a summary of orders and notices;
- (d) Answer an communication addressed to the Executive Committee; and
- (e) Generally attend to any matter of an administrative or secretarial nature in connection with the Executive Committee.

7.10. Duties of Treasurer.

The Treasurer shall:-

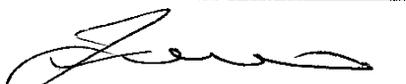
- (a) Give notice of any levy or maintenance contribution;
- (b) Receive, bank and account for any moneys paid to the Executive Committee;
- (c) Keep and maintain the prescribed records under the *Community Title Management Act 1989* and any other records or accounts of the Executive Committee; and
- (d) Disburse funds in accordance with the directions of the Executive Committee.
- (e) Provide section S26 Certificates to Solicitors acting on behalf of Ownes wishing to sell.

7.11 Landscaping

The Executive Committee must ensure that the landscaping within and around the Community Property is maintained to the standard required by the Council for a period of not less than one year from the date of the completion of the development and may pass any By-Law in this regard by way of a unanimous resolution of the Owners Corporation.

7.12 Right to Remedy

- (a) The Owners Corporation may perform any act or function on an Individual Lot which has not been done by the Owner or Occupier of that Lot in compliance with these By-Laws herein or any additional Rules created by the Owners Corporation provided that the Owners Corporation has given the Owner or Occupier of the defaulting Individual Lot reasonable written notice of its intention to do so.
- (b) The Owners Corporation may enter and remain on an Individual Lot for the purpose of fulfilling its power under sub-clause (a) above.
- (c) The Owners Corporation may recover from the Owner or Occupier of the Individual Lot any costs or expenses incurred in performing its power pursuant to sub-clause (a) above and such costs or expenses shall be considered as a debt due and payable to the Owners Corporation.


W.J. LAWRENCE
DIRECTOR - CHAMPERSUFE P/L


GEORGE MANOJLOVSKI
DIRECTOR - CHAMPERSUFE P/L


Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

MANAGEMENT STATEMENT

DP270473

7.13 Liability of Executive Committee

The members of the Executive Committee shall not be liable for loss or damage sustained by the Executive Committee arising from any act or omission performed by them in their capacity as Executive Committee member which causes loss, injury, damage or harm to the Executive Committee except where the loss or damage occurs as a result of fraud or negligence on the part of that Executive Committee member.

8. OWNERS CORPORATION – POWERS AND FUNCTIONS

8.1 Rules

8.1.1 The Owners Corporation may from time to time make rules relating to the use of the Community Property (“the Rules”).

8.1.2 The Owners Corporation may alter the Rules at any time.

8.1.3 The Rules must not be inconsistent or in conflict with the following:-

- (a) *Community Title Management Act 1989*;
- (b) *Community Land Development Act 1989*; or
- (c) Any By-Law contained herein.
- (d) The provisions of this Management Statement, as amended from time to time.

8.2 Owners Corporation’s power to employ agents and servants and appoint sub-committees

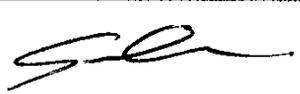
8.2.1 The Owners Corporation may delegate or contract with any Contractor, agent or servant to perform any aspect of the management or maintenance of the Community Property on behalf of the Owners Corporation.

8.2.2 The Owners Corporation may from time to time appoint sub-committees to:-

- (a) conduct investigations;
- (b) perform any duties or functions on behalf of the Executive Committee; and
- (c) report to the Owners Corporation on any findings or recommendations resulting from the exercise of their functions pursuant to sub-clauses (a) and (b) above.

8.3 Liability of Owners Corporation


W. J. LAWRENCE
DIRECTOR – CHAMPERSURE P/L

 -8-
GEORGE MANOJLOVSKI
DIRECTOR – CHAMPERSURE P/L


Peter Carthen
MANAGER, DEVELOPMENT CENTRE
WINSECAIRBEE CIVIC COUNCIL
SHEET 8 OF 16 SHEETS.

MANAGEMENT STATEMENT

DP270473

The Owners Corporation is not liable for any damage, harm or injury sustained by any Owner or Occupier in or near to the Community Parcel due to any cause other than the negligence or fraud of the Executive Committee, their agent or employee.

PART 4

OPTIONAL MATTERS

9. ANIMALS

- 9.1 The Owners or Occupiers of the Individual Lots, may apply to the Owners Corporation to keep any small dog or cat within their Individual lot and the Owners Corporation must not unreasonably withhold such consent.
- 9.2 Any application by an Occupier of an Individual Lot pursuant to subsection 9.1 herein must be accompanied by written consent to such application by the Owner of that Lot.
- 9.3 Any Owner or Occupier to whom consent is granted by the Executive Committee pursuant to sub-section 9.1 herein must not allow their animal to cause any unnecessary noise or to damage or mess the Community Property or disturb the peaceful enjoyment of the Community.
- 9.4 Any Owner or Occupier to whom consent is granted by the Owners Corporation pursuant to sub-section 9.1 herein remains liable for any damage or mess to the Community Property caused by their animal.

10. WASHING

- 10.1 The Owners and Occupiers must not hang any item of clothing, bedding, towels or other articles or erect a clothesline, hoist or similar structure for such purpose anywhere other than within the rear yard of their Individual Lot.

11. OBLIGATIONS OF OCCUPIERS AND OWNERS

- 11.1 The Owners or Occupiers must not by any act or omission interfere, hinder or obstruct the quiet enjoyment of the Community Property or Individual Lots by other Owners or Occupiers.
- 11.2 The Owners or Occupiers must not park or wash a vehicle, bicycle, boat or trailer on the Community Property unless such area has been designated by the Executive Committee for that purpose.


W. J. LAWRENCE
DIRECTOR - CHAMPELSURE P/L

 -9-
GEORGE MANOJLOVSKI
DIRECTOR - CHAMPELSURE P/L


Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

MANAGEMENT STATEMENT

DP270473

- 11.3 The Owners or Occupiers must not permit any child under their control play on any part of the Community Property unless under the supervision of a responsible adult.
- 11.4 The Owners or Occupiers must not by any act or omission damage any lawn, plant or tree which forms part of the Community Property.
- 11.5 The Owners or Occupiers must not permit to be brought into the Community Parcel any heavy article which may cause damage to the Community Property.
- 11.6 The Owners or Occupiers must obtain the written consent of the Executive Committee prior to fixing any sign, advertisement or banner on the outside of any part of the Community Property.
- 11.7 The Owners and Occupiers must comply with all reasonable requirements or directions of Local Authorities in respect of their Individual Lot.
- 11.8 The Owners or Occupiers must not by any act or omission cause any unacceptable noise or behave in a way that might interfere with or cause offence to other Owners, Occupiers or Invitees.
- 11.9 The Owners or Occupiers must ensure that their Invitees comply with all By-Laws and do not interfere, hinder or obstruct the quiet enjoyment of the Community Property or Individual Lots by other Owners or Occupiers.
- 11.10 The Owners or Occupiers must ensure that their Invitees do not cause by any act or omission any unacceptable noise or behave in a way that might interfere with or cause offence to other Owners, Occupiers or Invitees.
- 11.11 The Owners and Occupiers must promptly make all payments required of them by the Executive Committee and acknowledge that the Owners Corporation in their absolute discretion may apply interest to any late payment calculated at the rate of 10% per annum and applicable from the due date of the Contribution until such time as the


W.J. LAWRENCE
DIRECTOR - CHAMPERS LIFE


-10-
GEORGE MAWOJLOWSKI
DIRECTOR - CHAMPERS LIFE P/L


Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

MANAGEMENT STATEMENT

DP270473

Contribution is paid. This amount of interest will then become due and payable to the Owners Corporation at the time that the Contribution is paid.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

This part may specify By-Laws made at the request of a public authority. These By-Laws may provide that amendments may not be made without the consent of the public authority. For further details, see Sch.3, Cl.4.

12. STATUTORY EASEMENTS

12.1 It is proposed to create statutory easements pursuant to s36 of the *Community Land Development Act* 1989 for the provision of services over Individual Lots within the Community Parcel and such, each Owner and Occupier is acknowledges that the covenants contained in s36(9) of the *Community Land Development Act* 1989 apply.

13. BY- LAWS REQUIRED BY WINGECARRIBEE COUNCIL

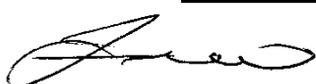
13.1 All major drainage facilities, including channels and detention basins located within the Community Property and within the Individual Lots must be maintained by the Executive Committee in such a manner as to allow the drainage of water in accordance with the design specification of the channels and detention basins.

13.2 Where such drainage facilities are determined by Council to be in a condition which would prevent, or place at risk, their design capacity or function, Council may order the Community Association to undertake works to restore facilities within a specified period of time. In the event that the Owners Corporation fails to comply with the terms of the order, Council will have the right to undertake the work by whatever means Council considers to be reasonable and recover the cost of such work as a debt against the Owners Corporation.

14. BY- LAWS REQUIRED BY INTEGRAL ENERGY AUSTRALIA

14.1 The low voltage electricity system is defined on the plan of service works as underground consumer electricity mains ("the Electricity System").

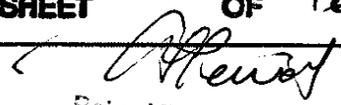
SHEET 11 OF 16 SHEETS



W.J. LAWRENCE
DIRECTOR - CHAMPERS LIFE P/L



GEORGE MANOJLOVSKI
DIRECTOR - CHAMPERS LIFE P/L



Peter Mitchell
MANAGER, DEVELOPMENT CONTROL
WINGECARRIBEE SHIRE COUNCIL

MANAGEMENT STATEMENT

DP270473

- 14.2 The Electricity System is Owners Corporation property.

- 14.3 The Owners Corporation is responsible for the maintenance, repair, refurbishment, and augmentation of the Electricity System.

- 14.4 The design of the Electricity System has been based on a maximum demand of 71 Amps per dwelling.



W. J. LAWRENCE
DIRECTOR - CHAMPERS LIFE P/L



GEORGE MANOJLOVSKI
DIRECTOR - CHAMPERS LIFE P/L



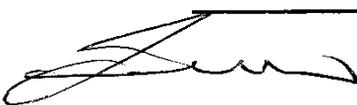
OFFICE OF THE REGISTRAR-GENERAL
WWW.REGISTRAR.GOV.NZ

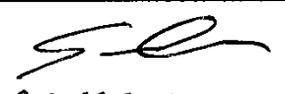
MANAGEMENT STATEMENT

DP270473

INTERPRETATIONS

- “Common Pathway”** Those pathways located in and around the Community Property for use by Owners and Occupiers of the Individual Lots.
- “Community Parcel”** The land contained within Folio Identifiers 5/774604 and subdivided into Individual Lots by the Community Plan pursuant to the *Community Land Development Act 1989*.
- “Community Property”** Means the Open Access Way together with any Common Pathways, grass swales, culvert, drainage pits water main pipes and hydrants located within Lot 1 of the Community Title.
- “Contributions”** Regular quarterly payments made by each Owner of an Individual Lot collected by the Executive Committee applied towards the costs of maintenance, repairs and general operation of the Community Property.
- “Council”** Wingecarribee Shire Council
- “Developer”** Champerslife Pty Limited
- “Executive Committee”** The Executive Committee of the Community Property established pursuant to By Law 8 herein and in accordance with *Community Land Management Act 1989*
- “Individual Lot”** Each separate Lot within the Community Parcel.
- “Invitee”** Any guest of an Owner or Occupier of an Individual Lot
- “Occupiers”** Any resident of an Individual Lot who is not the registered proprietor of that Lot
- “Open Access Way”** An open access way within the meaning of s41 *Community Land Development Act 1989*
- “Owners”** The registered proprietor of each Individual Lot.
- “Private Access Way”** A private access way within the meaning of s44 *Community Land Development Act 1989*


W.J. LAWRENCE
DIRECTOR - CHAMPERSLIFE P/L

 -13-
GEORGE MANDJLOVSKI
DIRECTOR - CHAMPERSLIFE P/L

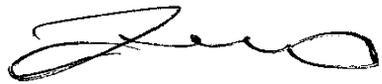

SHEET 13 OF 16 SHEETS

MANAGEMENT STATEMENT

DP270473

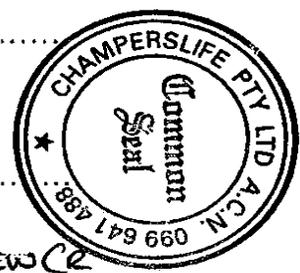
Signatures, Consents and Approvals

DATED 13TH DAY OF MARCH 2006


 Signature/Seal of developer
 PURSUANT TO 5127(1) CORPORATIONS ACT 2001
WAYNE JAMES LAWRENCE
 Name
53 ARANDA DR
DAVIDSON 2085 NSW
 Address




 Signature of Witness
GEORGE MANOJLOSKI
 Name of Witness
33 MOUNTAIN VIEW CR
WEST PENNANT HILLS 2127
 Address of Witness



DIRECTOR
 Capacity

DIRECTOR
 Occupation of Witness

Certificate of Approval

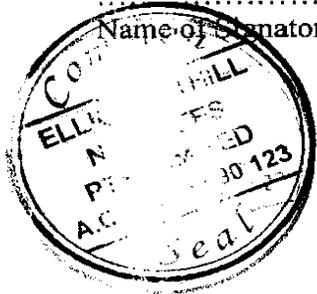
It is certified:-

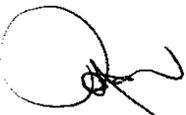
- (a) that the consent authority has approved the development described in Development Application No 01/1932; and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

Date: 10/3/06
 Signature on behalf of consent authority

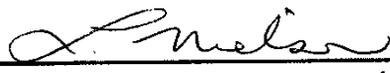
GRAEME JOHN HEWAT
 Name of Signatory


 Acting Manager Development Control
 Capacity of Signatory




 Madeleine Joye Reid
 Director




 Leone Elizabeth Nielsen
 Secretary


 Peter Mitchell
 MANAGER, DEVELOPMENT CONTROL
 WINGECARRIBEE SHIRE COUNCIL

REGISTERED 21.3.2006

TERMS AND CONDITIONS NOT CHECKED IN LPI

Form: 97-01T

TRANSFER INCLUDING COVENANT

POSITIVE COVENANT

6234676F



Licence: 026CN/0526/96



New South Wales
Real Property Act 1900

Instructions for filling out this form are available from the Land Titles Office

Office of State Revenue use only

NEW SOUTH WALES DUTY
27-07-1997 0000112670-001
SECTION 16(2)
DUTY \$ 6234676.00

(A) LAND TRANSFERRED
Show no more than 20 titles.
If appropriate, specify the Share or part transferred

FOLIO IDENTIFER 5/774604 and FOLIO IDENTIFER 6/774604

(B) LODGED

RELODGED
2-45pm
13 OCT 1999
LAND TITLES OFFICE

LTO Box

Name, Address or DX and Telephone

279X

Elliot Tuthill
DX 21122 CRONULLA
Phone: 9523-6666

REFERENCE (15 character maximum): DJ.MEB.19990084

(C) TRANSFEROR STATE RAIL AUTHORITY OF NEW SOUTH WALES

(D) acknowledges receipt of the consideration of \$90,000.00 and as regards the land specified above transfers to the transferee an estate in fee simple AND the transferee covenants with the transferor as in Annexure "A".

(E) Encumbrances (if applicable) 1. NIL 2. 3.

(F) TRANSFEREE

T
TS
(s713 LGA)
TW
(Sheriff)

WAYNE LAWRENCE PTY. LIMITED ACN 001 449 341

(G)

TENANCY:

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE

THE COMMON SEAL of STATE RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of:

R. Hume
Authorized Officer

The Common Seal of STATE RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of:-

David Jordan
AUTHORISED OFFICER

TRANSFEREE:

Signature of Transferee's Solicitor

DAVID ARTHUR JORDAN
MARY ELIZABETH BALL

THIS IS THE ANNEXURE MARKED 'A' REFERRED TO IN TRANSFER INCLUDING COVENANT/POSITIVE COVENANT DATED 4 MARCH 1999 BETWEEN STATE RAIL AUTHORITY OF NEW SOUTH WALES AND WAYNE LAWRENCE PTY. LIMITED ACN 001 449 341

TRANSFEROR'S COVENANTS

The Transferor reserves for itself, its successors and assigns and all persons authorized by it or them the right to cause such noise and vibration as may arise from its operations to be transmitted into and across the land burdened

AND

For the benefit of the right reserved the Transferee as owner of the land burdened COVENANTS with the Transferor its successors and assigns as follows :

- a. to waive all rights and remedies which it might otherwise have had against the Transferor arising out of the exercise of rights under this easement; and
- b. to indemnify the Transferor against any demand, claim, suit or proceeding which might be made against the Transferor arising out of it exercising its rights under this easement

For the purpose of this clause "operations" includes all activities, infrastructure and works related to the operation of railway passenger services and railway freight services and any such transport service which is additional to or in substitution for any railway service.

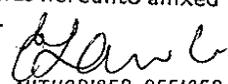
The Transferor reserves for itself, its successors and assigns and all persons authorized by it or them the right to cause stray electrical currents originating from its operations to pass across, above, through or under the land burdened.

For the purpose of this clause "operations" includes all activities, infrastructure and works related to the operation of railway passenger services and railway freight services and any such transport service which is additional to or in substitution for any railway service.

The Transferee for itself, its successors and assigns COVENANTS with the Transferor for the benefit of the Transferor its successors and assigns that the Transferee will not without the prior written approval of the Transferor and the Minister for Transport (all costs and expenses of the Transferor and the Minister in connection therewith to be met by the Transferee) to :

THE COMMON SEAL of STATE RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of :


.....
Authorized Officer
MARY E. BALL
Solicitor FOR TRANSFEREE

The Common Seal of STATE RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of:-

AUTHORISED OFFICER

2.

- a. permit, allow or cause any water to be discharged from the land burdened onto, in, under or through any land owned by the Transferor
- b. erect or allow any drainage works to be erected on the land burdened unless they are also approved by the Council in the Local Government area in which the land burdened is situated and/or by Sydney Water

The prescribed Authority pursuant to Section 88E of the Conveyancing Act 1919 that is imposing this restriction is the State Rail Authority of New South Wales.

The land burdened by this restriction on use is Lots 5 and 6 in DP 774604.

THE COMMON SEAL of STATE RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of :

The Common Seal of STATE RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of :-

.....
R. Murray
Authorized Officer

[Signature]
AUTHORISED OFFICER

M.E. Ball
M. E. Ball
Solicitor For TRANSFEREE

ANNE MARTIN REGISTRATION SERVICES PTY LTD

DATE: 13 October 1999
FROM: **ELLIOT TUTHILL SOLICITORS**
MATTER: LAWRENCE FROM STATE RAIL AUTHORITY
MATTER NO.: 19990084

Herewith Transfer Including Covenant correctly executed.

Would you please re-lodge at the Land Titles Office together with copy of their Requisition.

Many thanks,

MARY BALL

Form: 10-1100 (Edition: 9901)

New South Wales Land Titles Office

Queens Square, Sydney 2000

Telephone 02 9228 6713

| |
|------|
| To |
| 279X |

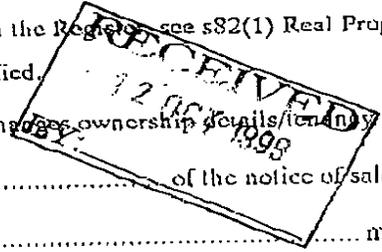
| | |
|----------------|-------------------|
| Your reference | DJ. MEG. 19990084 |
| Our reference | 6234676 |
| Date | 5/10/99 |

Re dealings TRANSFER FROM STATE RAIL AUTHORITY TO
WAYNE LAWRENCE A/L

Items returned herewith

- a) The attached document is unacceptable for lodgment and requires attention regarding the items marked .
- b) Unless the items marked are satisfied (and where uplifted, re-lodged) within two (2) months of the above date, the dealing will be rejected and the lodgment fee forfeited.
- c) Caveat/writ No. is noted on the Register.
- d) must be produced.
- e) The statutory declaration must be made before a prescribed functionary.
- f) The reference to title requires revision/updating.
- g) The dealing/alteration requires marking by the Office of State Revenue, Stamp Duties Division.
- h) An extra fee of \$ is payable for
- i) The plan attached to this dealing must be presented initially at the Plan Lodgment counter.
- j) Reference to a trust, e.g. a superannuation fund, cannot be recorded in the Register, see s82(1) Real Property Act 1900. Reference to it must be deleted from the dealing and the deletion verified.
- k) A completed notice of sale must be lodged with each dealing which changes ownership details/tenancy.
- l) The transaction details in panel(s) of the notice of sale are incomplete.
- m) Evidence of the change of name of must be furnished.
- n) An application for change of name, form 97-10CN, must be lodged as the registered proprietor is remaining on title.
- o) The estate or interest being transferred requires revision.
- p) The shares/tenancy of the must be indicated.
- q) The dealing has not been executed by the TRANSFEREE P-AP.
- r) The full name/address of the witness to must be stated.
- s) A discrepancy exists between below:

| | | |
|-------------------------------|-------------------|--------------------|
| 1. registered proprietor | 5. mortgagor | 9. lessor |
| 2. transferor | 6. mortgagee | 10. lessee |
| 3. transferee | 7. applicant | 11. signature |
| 4. Its common seal | 8. | 12. |



P70

- i) The name/capacity of the person signing on behalf of the must be stated.
- u) The execution by the has not been witnessed.
- v) The power or authority under which the dealing has been executed by the must be stated
- w) The common seal of the must be clearly affixed in black or dark blue ink
- x) The ACN or ARBN of the must be stated.
- y) Marginal note(s) must be complied with.
- z) The consent of the Minister for Land and Water Conservation must be furnished.
- aa) A written authority is required from for the use of
- bb) The statutory declaration must refer to the relevant local Act/ordinance of the State/country under which it was made.
- cc) A statutory declaration, to the effect that the time for the exercise of the option to renew/purchase in expired lease number has ended and the lessee under that lease has not exercised the option, must be furnished.
- dd) In view of registered lease No. how is it proposed to justify the subject lease.
- ee) The commencing date/terminating date/number of options to renew requires revision.
- ff) The full postal address, including the postcode, must be stated.
- gg) The registration number of the power of attorney must be stated.
- hh) The clauses in/first and last pages in annexure to/alterations to dealing(s) must be numbered sequentially/initialled/signed by all parties to the dealing.
- ii) All pages of the dealing and any annexure must be numbered sequentially from the first page of the dealing form: the numbers must be in the format "Page ... of [total pages]" and must be centred at the foot of each page.
- jj) The priority between must be established.
- kk) The quality of print on the dealing/annexure is unacceptable, see Schedule 1(5) Real Property Act Regulation 1998.
- ll) Your representative is asked to call at the Client Services counter.
- mm) *THE POSITIVE REVENUE HAS NOT BEEN SIGNED BY THE TRANSFEREE CAP.*

D. MULCAHY
Director

per:

| | |
|--------------------|------------|
| Initials | Table |
| <i>[Signature]</i> | <i>RSO</i> |

Planning Certificate

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

To: OUR LAWYERS
87 MAIN STREET
MITTAGONG NSW 2575

Your Ref:
Fees Paid:
Receipt Number:

YJH 18426 McClay
\$ 70.60

Certificate Date: 15 October 2025

Certificate Number: S10.726/1450

This certificate relates to: BRAEMAR GARDEN ESTATE 11/1 BIGGERA STREET BRAEMAR NSW 2575

Legal Description: Lot 11 DP 270473

Property No: 1765100

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

IMPORTANT: Please read this certificate carefully.

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

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

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

A note to private certifiers:

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

We're with you

Section 10.7(2) Advice

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

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

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

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

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

State Environmental Planning Policies

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

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Development Control Plans

Northern Villages Development Control Plan

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

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

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

(4) *In this section—*

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

Draft or Proposed State Environmental Planning Policies

Explanation of Intended Effect: proposed Amendments to *State Environmental Planning Policy (Housing) 2021* for in-fill affordable housing, group homes, supportive accommodation and social housing (November 2022).

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

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

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

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

Draft Local Environmental Plans or Planning Proposals

SHIRE WIDE

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

SITE SPECIFIC

Nil

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

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

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

3 Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Serviced apartments; Signage; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

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

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

Nil

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

The following additional permitted uses apply to the land:

Nil

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

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRIBUTIONS

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

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

Administration 2011 to 2031

Central Library

Open Space, Recreation, Community & Cultural Facilities 2013 to 2036

Roads and Traffic Facilities 2012 to 2031

Resource Recovery Centre 2009

Section 7.12 Local Infrastructure Contributions Plan 2025

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

Draft contributions plans

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

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

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

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

(4) *In this section—*

continued 7.23 determination means a 7.23 determination that—

(a) *has been continued in force by the Act, Schedule 4, Part 1, and*

(b) *has not been repealed as provided by that part.*

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

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

4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.**
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.**
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.**

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

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

Housing Code

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

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

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

Nil

5. EXEMPT DEVELOPMENT

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

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

| | |
|--|-----------|
| <p>Outstanding biodiversity value</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>.</p> | <p>NO</p> |
| <p>Critical habitat of endangered species, populations and ecological communities</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i>.</p> | <p>NO</p> |

| | |
|---|----|
| State Heritage Register and interim heritage orders If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as, or on which there is, a heritage item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> , or that is subject to an interim heritage order under the Act. | NO |
| Wilderness area If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as land that is, or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>). | NO |
| Exempt development excluded areas If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land is described or otherwise identified on a map specified in Schedule 4 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . | NO |

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

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

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

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

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

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

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

7. LAND RESERVED FOR ACQUISITION

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

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

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

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

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

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

9. FLOOD RELATED DEVELOPMENT CONTROLS

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.***
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.***
- (3) In this section—***
flood planning area has the same meaning as in the Flood Risk Management Manual. Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

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

The land or part of the land IS between the flood planning area and the probable maximum flood.

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

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

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

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

Except as stated below and elsewhere in this certificate, the land IS NOT affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire,

tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

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

11. BUSH FIRE PRONE LAND

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

ALL of the land is bush fire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*.

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

12. LOOSE-FILL ASBESTOS INFORMATION

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

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

13. MINE SUBSIDENCE

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

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

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

14. PAPER SUBDIVISION INFORMATION

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

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

15. PROPERTY VEGETATION PLANS

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

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

16. BIODIVERSITY STEWARDSHIP SITES

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

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

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

17. BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

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

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

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

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

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

20. WESTERN SYDNEY AEROTROPOLIS

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or***
- (b) shown on the Lighting Intensity and Wind Shear Map, or***
- (c) shown on the Obstacle Limitation Surface Map, or***
- (d) in the "public safety area" on the Public Safety Area Map, or***
- (e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.***

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

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

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

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

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

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

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

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

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

- (4) In this section—***
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

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

23. WATER OR SEWERAGE SERVICES

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

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

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

24. SPECIAL ENTERTAINMENT PRECINCTS

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

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

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

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

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

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

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

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

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

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

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

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

END OF CERTIFICATE

Strategic Outcomes

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

Lisa Miscamble
GENERAL MANAGER

Our Ref: DD26/0552
Your Ref: 3002
Property No: 1765100

16 October 2025

OUR LAWYERS
87 Main Street
Mittagong NSW 2575

Dear Sir/Madam

Re: Application for Sewer Reference Sheet and Drainage Diagram
Property: Lot 11 DP 270473 - BRAEMAR GARDEN ESTATE 11/1 BIGGERA STREET BRAEMAR NSW 2575

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

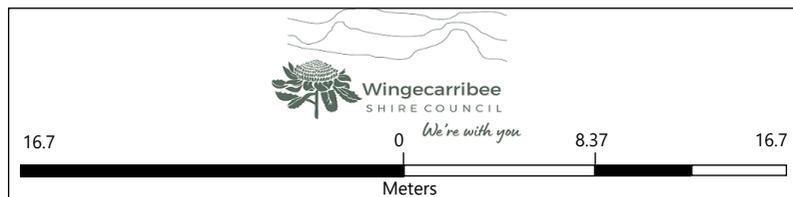
Should you have any enquiries regarding this matter, please contact Council's Customer Service staff on (02) 4868 0888 during office hours, Monday to Friday.

Yours sincerely

Heather Holdem

Development Assessment and Regulation

We're with you



Wingecarribee Shire Council

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

Copyright © Wingecarribee Shire Council, Copyright © Land and Property Information (LPI) 2017



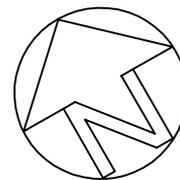
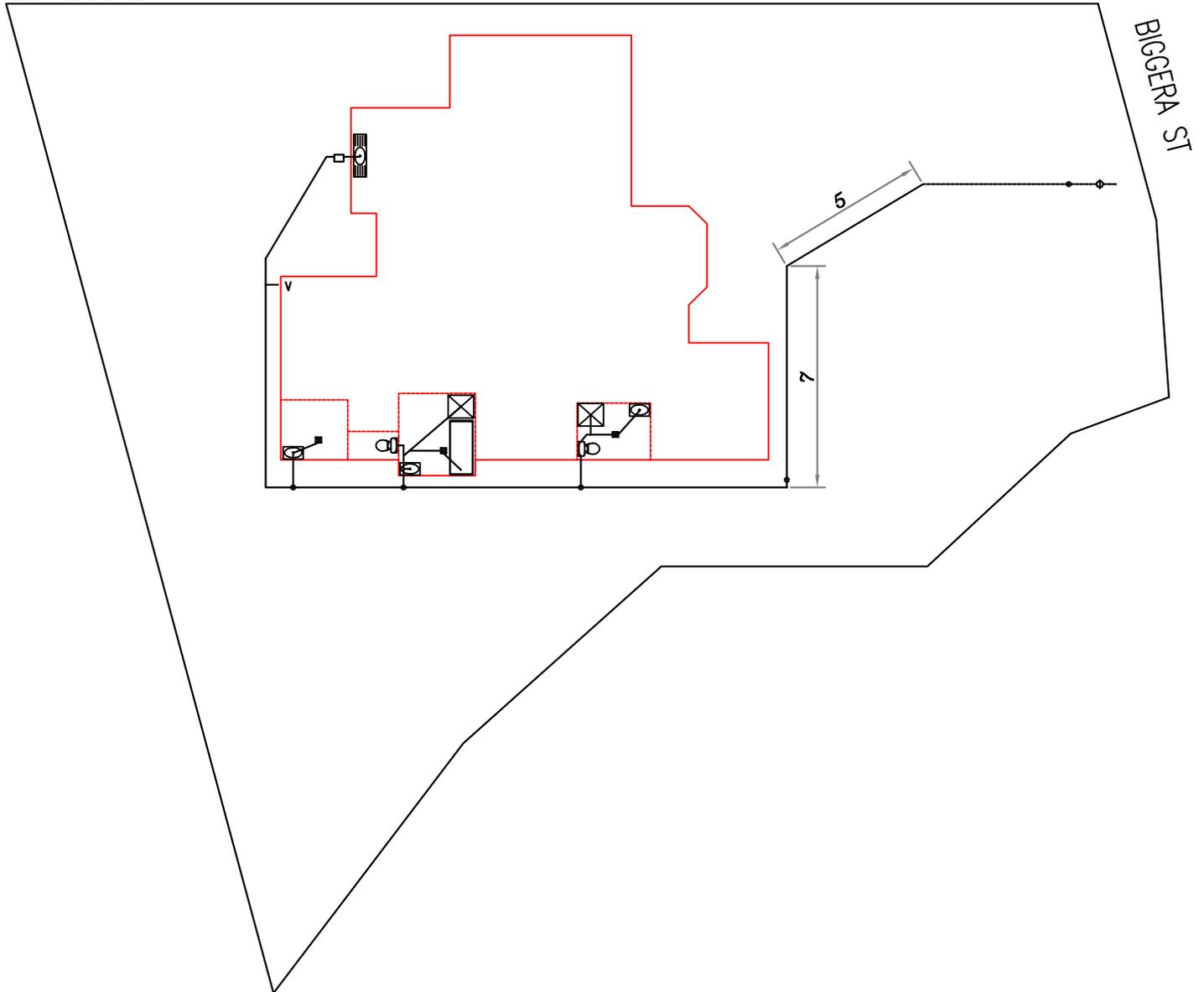
WINGECARRIBEE SHIRE COUNCIL

DIAGRAM OF SANITARY DRAINAGE

DRAINAGE DIAGRAM NO W05150-11 FILE NO LUA 07/0660
 LOT 11 SEC DP 270473 STREET NO
 STREET OLD HUME HIGHWAY
 LOCALITY BRAEMAR
 PLUMBER C WILLIAMS LICENCE NO 60589C
 DATE 5 NOVEMBER, 2008
 SCALE 1:200 DRAWN BY CHRIS MURPHY

| LEGEND | |
|--------|-----------------------|
| | Riser / Boundary Trap |
| | Surcharge Gully |
| | Inspection Opening |
| | Vent Pipe |
| | Laundry Tub |
| | Kitchen Sink |
| | Water Closet / Bidet |
| | Bath Waste |
| | Handbasin |
| | Shower |
| | Floor Waste |

LOT BOUNDARY



SITE DIAGRAM OF UNIT
 SHOWS ALL INTERNAL AND EXTERNAL
 DRAINAGE WORK