

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Bowral 373 Bong Bong Street Bowral, NSW 2576	phone: (02) 4861 4861 email: sarah@fnbowral.com.au
co-agent		
vendor	JOHN LESTER PEARCE 28 Durham Road, Bundanoon, NSW 2578	
vendor's solicitor	W K Cahill & Associates Suite 2, Level 7 35 Spring Street Bondi Junction NSW 2022	phone: 02 9389 3086 email: nfay@wkcahillassoc.com.au ref: 29/7944
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	28 DURHAM RD BUNDANOON NSW 2578 LOT 28 DEPOSITED PLAN 9134 Folio Identifier 28/9134	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood ☐ blinds ☒ curtains ☒ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☒ light fittings ☒ stove ☒ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☒ other: Refrigerator (built-in)
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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

Section 66W Certificate

I, _____ of _____,
certify as follows:

1. I am a (solicitor OR licensed Conveyancer) .
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 28 Durham Road, Bundanoon, from JOHN LESTER PEARCE to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for JOHN LESTER PEARCE and am not employed in the legal practice of a solicitor acting for JOHN LESTER PEARCE nor am I a member or employee of a firm of which a solicitor acting for JOHN LESTER PEARCE is a member or employee.
4. I have explained to _____ :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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 – • 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 served 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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 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.

SPECIAL CONDITIONS AMENDMENT TO PRINTED FORM OF CONTRACT

33. Clauses 1-32 inclusive of this Contract shall be and shall be deemed to be amended as follows:

Clause

- 1 Work Order definition: After the words "a valid direction, notice or order" insert the words "in writing issued by a competent authority".
- 2.4 Add at the end of the sub-clause after the word "deposit holder" the words "or pay the deposit by other means, including electronic transfer."
- 2.10 Add sub-clause 2.10 "If the deposit is forfeited to the Vendor, all interest accrued on the deposit shall be paid to the Vendor."
- 7.1.1 Delete and replace with the words "any amount is claimed."
- 8.1 Delete the words "on reasonable grounds".
- 10.1.2 At the end of the clause insert the words "including mains or pipes of any water, sewerage or drainage authority."
- 11.2 After the words "rescinded or terminated" insert "without the default of the purchaser".
- 11.3 Add Subclause "If a work order is made after the date of the contract date, the purchaser must comply with the work order at the purchaser's own expense."
- 23.6 Amend by deleting the words "and is not disclosed in this contract" and amend clause 23.6.1 by deleting it in its entirety and replace with "it is to be adjusted on the basis that the vendor is liable for all payments up to and including the date of settlement and the purchaser is liable for all payments thereafter even if those payments are payable by instalment."

WARRANTY AS TO AGENT

- 34.1 The Purchaser hereby warrants to the Vendor that the Purchaser has not been introduced to the property or the Vendor by any Real Estate Agent other than the Vendor's Agent hereinbefore referred to (if any) and the Purchaser hereby agrees to indemnify the Vendor against any loss the Vendor may suffer due to any breach of this warranty.
- 34.2 The Vendor warrants to the Purchaser that the Vendor has not given any Estate Agency, other than the Vendor's Agent hereinbefore referred to, a sole agency for the sale of the property.
- 34.3 It is hereby agreed that this clause shall not merge on completion.

CONDITION & STATE OF REPAIR

- 35. Subject to Section 52A(2)(b) of the Conveyancing Act 1919 and Regulations pursuant thereto and subject to any warranty or representation expressly provided herein or which by law cannot be excluded, the Purchaser acknowledges agrees and declares that:
 - 35.1 The Purchaser buys the property relying entirely on the Purchaser's own knowledge inspection and enquiries and except as provided in this Contract, the Vendor makes no statements or representations and gives no warranties in relation to the property.
 - 35.2 The Purchaser does not rely on any advertising or sales promotion or literature in relation to the property whether oral or in writing.

- 35.3 Any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any purpose for which the improvements erected on the property can be used are hereby negated; and
- 35.4 No objection requisition or claim for compensation shall be made by the Purchaser in respect of, nor shall the Purchaser be entitled to rescind this Contract or delay completion by reason of anything related to or connected with the following:
- 35.4.1 the presence of any sewer manhole or vent on the property;
 - 35.4.2 whether any easements for support have or have not been granted in respect of any wall (including any party wall);
 - 35.4.3 the boundaries, description or area of the property;
 - 35.4.4 any encroachment by or upon the property;
 - 35.4.5 the nature, quality, condition or state of repair of the property including, without limitation, defects (latent or patent), contamination, dilapidation or infestation of the property;
 - 35.4.6 the condition and state of repair of the inclusions and chattels passing with the property;
 - 35.4.7 the unavailability of keys excepting those necessary to access the property;

and the Purchaser cannot require the Vendor to carry out work on the property or inclusions.

INCAPACITY

- 36 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this Clause not been included, if either party (or if more than one then any one of them) (the 'first party') prior to completion:
- 36.1 dies or becomes mentally ill or becomes incapable of administering his or her own affairs, then the other party may rescind the Contract by written notice to the first party and thereupon this Contract will be at an end and the provisions of Clause 19 will apply; or
 - 36.2 being a company, is declared bankrupt or commits an act of bankruptcy; has a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator receiver or official manager of it appointed, then such party will be in default under this Contract.

NOTICE TO COMPLETE

- 37.1 If this Contract is not completed by the time stipulated in the Contract then at any time thereafter either party shall be entitled to give the other party a Notice to Complete requiring completion of this contract within a period of not less than fourteen (14) days after the service of such Notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the Notice to Complete) and making time of the essence of this Contract and such period of fourteen (14) days for all purposes shall be deemed a reasonable time.
- 37.2 The party serving a notice under this clause can withdraw that notice and subsequently serve a further notice instead of that notice.

- 37.3 If a notice is served under this clause, the Purchaser must pay to the Vendor on completion, \$275.00 (inclusive of GST) to cover the Vendor's additional legal costs and the Purchaser cannot require the Vendor to complete unless such costs are paid to the Vendor on completion.

INTEREST

- 38.1 Without affecting any other rights the Vendor may have under this Contract, should the Purchaser not complete on the date for completion specified herein by reason of the Purchaser's default, the Purchaser agrees he will pay to the Vendor on completion interest on the balance of the purchase price at the rate of Eight percent (8%) per annum.
- 38.2 Interest payable under this clause shall be calculated from the date after the completion date until the date completion actually takes place (both dates inclusive).
- 38.3 The Purchaser must pay to the Vendor on completion, \$275.00 (inclusive of GST) to cover the Vendor's additional legal costs incurred as a consequence of the delay.
- 38.4 It is an essential provision of this contract that the stipulated interest and costs be paid on completion and the Purchaser acknowledges that such amounts are a genuine estimate of the loss that will be suffered by the Vendor if this Contract is not completed on the Completion Date.

TAX FILE NUMBERS

39. The Vendor and the Purchaser agree to give the deposit holder their respective Tax File Numbers for the purposes of investment of the deposit monies.

FIRB APPROVAL

- 40.1 The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board to the purchase of the property.
- 40.2 In the event of any breach of the said warranty the Purchaser hereby indemnifies the Vendor from and against any loss damage penalty fine expense and cost which the Vendor may suffer or incur as a result of such breach or warranty.

FINANCE WARRANTY

41. The Purchaser warrants to the Vendor that credit is not required to pay for the property or that the Purchaser has at the date hereof obtained a loan approval upon terms satisfactory to the Purchaser and of such amount which will allow the Purchaser to complete this purchase within the time stipulated in this Contract. The Purchaser acknowledges that the Vendor relies on this warranty hereby given.

WATER RATE ADJUSTMENT

42. On completion the Vendor will allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

PURCHASER'S WARRANTY FOR RESIDENTIAL PREMISES – GST

- 43.1 The Purchaser warrants that as at completion it intends to, and after completion will use the property predominantly for residential purposes. For the purpose of this Warranty the term “use the property predominantly for residential purposes” will have the same meaning as in A New Tax System (Goods & Services Tax) Act 1999.
- 43.2 If the Purchaser is in breach of this warranty resulting in an assessment of tax on the Vendor for making a taxable supply, the Purchaser indemnifies the Vendor for the tax payable and for any interest costs and penalties assessed against the Vendor and in addition, if the Vendor makes payment before receipt of the amount from the Purchaser for any interest at the rate charged by the Vendor's bank on the overdraft rate for such amount between the date of payment of the tax by the Vendor and recovery from the Purchaser then the Vendor will be entitled to recover this amount as a liquidated sum.

DEPOSIT

- 44.1 Where the Vendor has agreed to accept on exchange a deposit less than 10% of the purchase price, the Purchaser acknowledges that in the event that the Vendor claims the deposit paid pursuant to the provisions of Clause 9 hereof, then the Vendor shall, in addition to such part of the deposit as shall have already been paid by the Purchaser be entitled to recover from the Purchaser a sum equal to the difference between the amount already paid and an amount equal to 10% of the purchase price and the Purchaser shall forthwith pay such difference to the Vendor.
- 44.2 The provision in clause 44.1 is in addition to and not in substitution for the rights of the Vendor under clause 9.3 hereof and in addition to any other rights or claims the Vendor may be entitled to pursuant to this Contract.
- 44.3 If the Vendor agrees to accept payment of a less than 10% deposit by the Purchaser on exchange, then the Purchaser acknowledges that the deposit payable by the Purchaser pursuant to clause 2 of the Contract is 10% of the purchase price and is payable by instalments as follows:
- 44.3.1 as to on the date of this Contract;
- 44.3.2 as to the balance of the 10% deposit on completion.
- 44.4 The Vendor may terminate the Contract pursuant to Clause 2.5 if the deposit is not paid on times specified in subclause 44.3 hereof.
- 44.5 Clause 2.9 notwithstanding, where the Vendor has agreed to accept a deposit less than 10% of the purchase price, the parties agree the Vendor will be entitled to all the interest earned on the investment of the deposit monies.

45. DELETED

ERRORS IN ADJUSTMENTS

46. It is agreed by the Vendor and the Purchaser that on completion should an error be made in calculating the rating and other required adjustments pursuant to the Contract then such error shall be corrected when requested by a party and in accordance with the correct calculations the party owing the amount shall pay such amount due to the other party. The obligations contained in this clause are essential and shall not merge on completion.

FITTINGS AND CHATTELS

- 47.1 The Purchaser accepts the items listed as inclusions on the front page of this Contract in their condition at the date of this Contract as inspected by the Purchaser, title to which will pass on completion without further evidence of delivery.
- 47.2 The Vendor is not responsible for loss of, damage to, mechanical breakdown in or fair wear and tear to the property, inclusions, fittings and chattels and the Purchaser cannot require the Vendor to carry out work on or repairs to them.
- 47.3 The Vendor will provide all keys in his possession to the Purchaser on settlement and the Purchaser shall make no objection requisition or claim for compensation nor delay settlement should some keys be unavailable, other than those keys necessary to gain access to the property.

ALTERATIONS AND ADDITIONS

48. The parties hereby authorise their own respective solicitor or conveyancer ("representative") as their agent to make alterations, amendments or additions to the printed Contract after its execution and prior to exchange. The absence of initialling of the alteration, amendment or addition by the representative shall not invalidate the variation. Each party warrants that their representative has the requisite authority to give effect to this clause.

GUARANTEE

- 49.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 49.2 The word *guarantor* means each director of the purchaser as at the date of this contract.

- 49.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 49.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 49.4.1 payment of all money payable by the purchaser under this contract; and
 - 49.4.2 the performance of all of the purchaser's other obligations under this contract.
- 49.5 The guarantor:
- 49.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 49.5.2 must pay on demand any money due to the vendor under this indemnity.
- 49.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 49.6.1 the performance by the purchaser of its obligations under this contract; and
 - 49.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 49.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 49.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 49.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 49.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 49.9.2 the release or discharge of any person;
 - 49.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 49.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - 49.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 49.9.6 the winding up of the purchaser.
- 49.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 49.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 49.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

.....

in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

.....

in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

SWIMMING POOL CLAUSE

- 50.1 Should a swimming pool be situated on the subject property then the Purchaser accepts the swimming pool, its surrounds and any fencing in their present condition and state of repair and will not be entitled to make any objection, requisition or claim for compensation in relation thereto.
- 50.2 Notwithstanding any notices that may issue from any competent authority, the Purchaser shall not be entitled to require any rectification work to be carried out to any existing pool fence or the construction of a pool fence if no pool fence is in existence.
- 50.3 The Purchaser shall be obliged to comply with any notices relating to pool fencing or associated matter within 90 days of completion and to apply for a Certificate of Compliance following completion of the said work.
- 50.4 This clause shall not merge on completion.

ELECTRONIC CONTRACT

- 51.1 If required by the Vendor, this Contract will be executed and exchanged in any number of counterparts by scanned email copies or by any electronic means referred to in the *Electronic Transaction Act 2000*.
- 51.2 The Purchaser acknowledges and agrees that an original counterpart contract executed by the Vendor or the Vendor's attorney will not be provided if the contract is exchanged electronically or by scanned email copies.

SEWER SERVICE DIAGRAM

- 52 The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date diagram available from Sydney Water. The purchaser shall not make any objection, requisition or claim for compensation and shall not be entitled to rescind and/or terminate this contract with respect to any matters disclosed or arising out of the Sewer Service Diagram.

53. SEPTIC

- 53.1 The Purchaser acknowledges that the sewerage and drainage in relation to the subject property is operated by way of a septic system. The parties acknowledge that there is no Sewerage Plan and Drainage Diagram.
- 53.2 Annexed hereto is a copy of the Approval to Operate issued by Wingecarribee Shire Council.

- 53.3 The Purchaser accepts the property and its septic system in its current state of repair and condition and will not raise any objection, requisition, claim for compensation nor will the Purchaser rescind this agreement or delay completion in relation to any manner arising out of the onsite sewer management system installed.
- 53.4 Notwithstanding the other provisions of this contract (but subject always to the provisions contained in Section 52A of the Conveyancing Act, 1919), the purchaser shall make no objection or requisition or claim and shall not delay completion if it should be found in relation to the property or any part thereof that:
- 53.4.1 any fences are off the correct boundaries or that there are any give and take fences or that any boundary is not fenced;
 - 53.4.2 there are any defects in or repairs necessary to any buildings or fence or bore, bore drain or dam on the property;
 - 53.4.3 any dam has been constructed without authority on any creek or watercourse passing through the property or any bore bore drain has been constructed without authority or that there is any contravention of the Water Act or Regulations in respect of any such dam bore or bore;
 - 53.4.4 the vendor does not hold a license or approval under the Water Act;
 - 53.4.5 there exists now or prior to completion any authority to enter or application to permit a lease or other right under any Act relating to gas minerals or petroleum;
 - 53.4.6 there are any charges or notices owing to or issued by any authority relating to the destruction of noxious animals or insects or relating to the clearing or reduction of any noxious weeds on the property;
 - 53.4.7 any telephone line or lines whether the property of Telstra Australia or not or any electric power;
 - 53.4.8 there are any roads or reservations of roads traversing the property or any gates have been erected across a road or roads traversing the property or animal proof or other fencing has been constructed across any roads dividing or adjoining the property.

CONDITIONS OF SALE BY AUCTION

54.1 Condition the property is or is intended to be sold at auction:

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

54.2 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- 54.2.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- 54.2.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 54.2.3 The highest bidder is the purchaser, subject to any reserve price.
- 54.2.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 54.2.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 54.2.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- 54.2.7 A bid cannot be made or accepted after the fall of the hammer.
- 54.2.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

54.3 The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

54.4 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

- 54.4.1 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- 54.4.2 When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



FOLIO: 28/9134

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/8/2025	12:55 PM	20	5/7/2022

LAND

LOT 28 IN DEPOSITED PLAN 9134
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF SUTTON FOREST COUNTY OF CAMDEN
TITLE DIAGRAM DP9134

FIRST SCHEDULE

JOHN LESTER PEARCE (TZ AS278552)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 R42356 EASEMENT FOR PIPELINE APPURTENANT TO THE LAND
ABOVE DESCRIBED AFFECTING THE LAND 1 METRE WIDE WITHIN
& ALONG THE WESTERN BOUNDARY OF LOT 5 IN DP9134
- 3 DP645623 EASEMENT FOR ELECTRICAL PURPOSES 10 WIDE AFFECTING
THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED
IN DP645623
- 4 E520955 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Shire of Wingecarribee
A.362889 14.2.18

PLAN

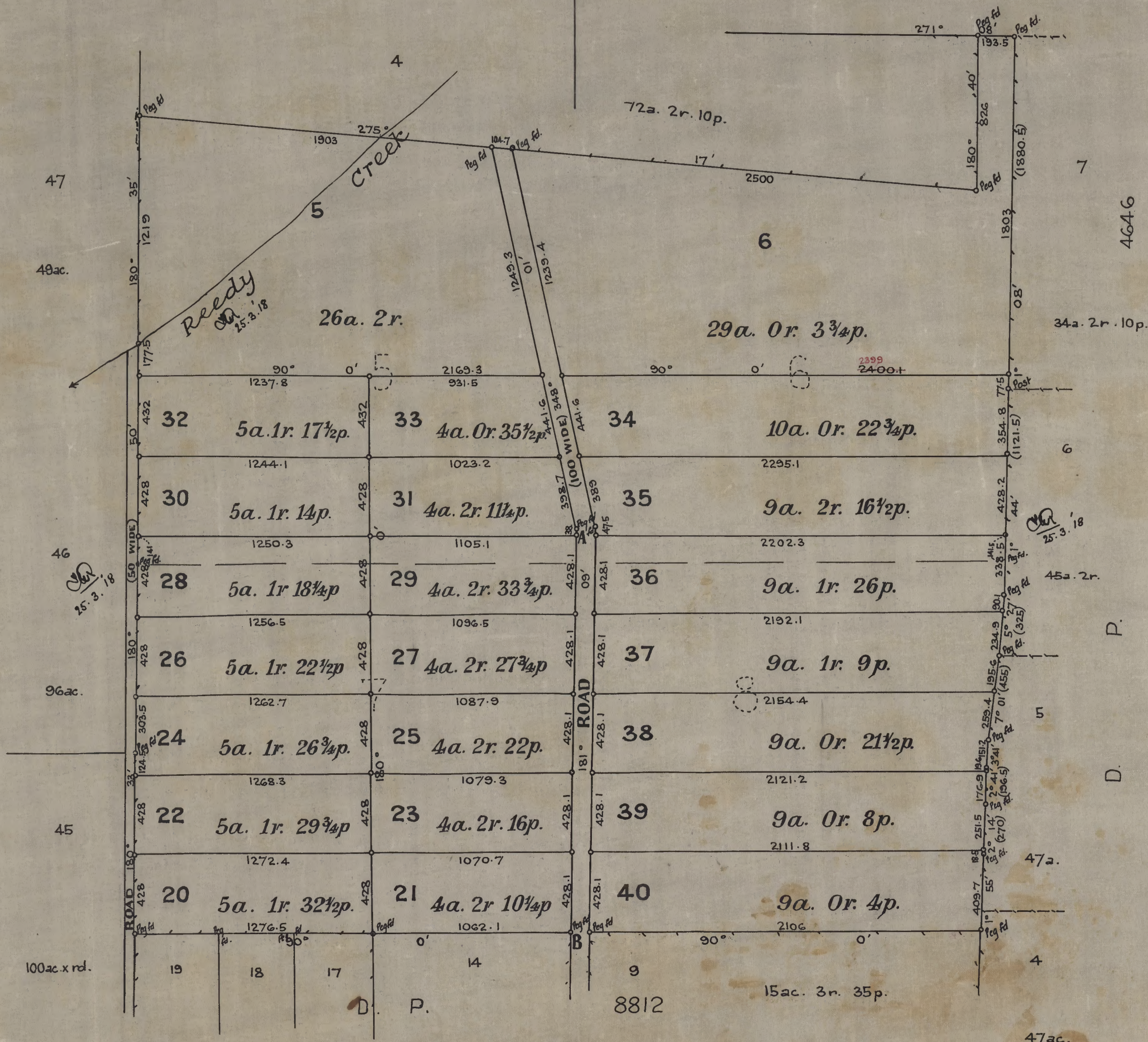
DP 9134

of subdivision of Lots 5, 6, 7, 8. of D. P. 8812
Parish of Sutton Forest County of Camden

Scale 5 Chains to an inch

Alteration in red made in this Dep^t
For Authority see Sht. II M.P.D.P.

Supervising Surveyor
24.4.18



I Thomas Walter Raymond of Newcastle
Licensed Surveyor, specially licensed under the Real Property Act do hereby solemnly and
sincerely declare that the boundaries and measurements shown in this Plan are correct for
the purposes of the said Act and that the survey of the land to which the plan relates
has been made by me and I make this solemn
declaration conscientiously believing the same to be true, and by virtue of the provisions of
the Oaths' Act, 1900.

Thomas Walter Raymond
Licensed Surveyor

Subscribed and declared before me at Newcastle
this 28th day of Jan^y A.D., 1918

Date of Survey 18th January 1918

Datum line of Azimuth A-B.



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 9134

LINKS	METRES
3.1	0.625
18.5	3.72
19.6	3.945
38	7.645
47.5	9.555
50	10.06
77.5	15.59
90.1	18.125
100	20.115
102.32	20.585
104.7	21.06
124.5	25.045
141	28.365
141.5	28.465
151.2	30.415
169.3	34.06
176.9	35.585
177.2	35.645
177.5	35.705
193.5	38.925
195.6	39.35
196.5	39.53
234.9	47.255
239.9	48.26
251.5	50.59
259.4	52.18
270	54.32
303.5	61.05
325	65.38
338.5	68.1
354.8	71.37
389	78.25
398.7	80.21
409.7	82.42
428	86.1
428.1	86.12
428.2	86.14
432	86.9
441.6	88.84
455	91.53
826	166.16
931.5	187.39
1023.2	205.84
1062.1	213.66
1070.4	215.33
1079.3	217.12
1087.9	218.85
1096.5	220.58
1105.1	222.31
1121.5	225.61
1219	245.22
1237.8	249.01
1239.4	249.33
1244.1	250.27
1244.3	250.31
1249.3	251.32
1250.3	251.52
1256.5	252.77
1262.7	254.01
1268.3	255.14
1272.4	255.97
1276.5	256.79
1803	362.71
1880.5	378.3
1903	382.82
2106	423.66
2111.8	424.83
2121.2	426.72
2154.4	433.4
2169.3	436.39
2192.1	440.98
2202.3	443.03
2295.1	461.7
2399	482.6
2500	502.9



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DPI 9134				CONTINUED
AC	RD	P	HA	
4	-	35 1/2	1.7	
4	2	10 1/4	1.847	
4	2	11 1/4	1.85	
4	2	16	1.862	
4	2	22	1.877	
4	2	27 3/4	1.891	
4	2	33 3/4	1.9	
5	1	.03	2.125	
5	1	14	2.16	
5	1	17 1/2	2.169	
5	1	18 1/4	2.171	
5	1	22 1/2	2.182	
5	1	26 3/4	2.192	
5	1	29 3/4	2.2	
5	1	32 1/2	2.2	
9	-	4	3.652	
9	-	8	3.662	
9	-	21 1/2	3.696	
9	1	9	3.766	
9	1	26	3.8	
9	2	16 1/2	3.886	
10	-	22 3/4	4.1	
15	3	35	6.462	
26	2	-	10.72	
29	-	3 3/4	11.75	
34	2	10	13.99	
40	-	-	16.19	
45	2	-	18.41	
47	-	-	19.02	
72	2	10	29.36	
96	-	-	38.85	
100	-	-	40.47	

1



RP 13



R042356

SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

1	+	*
\$	21.	

Where new restrictive covenants are imposed, or easements created, or where the form is otherwise unsuitable, Form 13A should be used.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address, and occupation of transferor.

(b) If a less estate exists out in fee simple and add appropriate estate.

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(e) name, address, and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(f) Insert lot and plan number, portion &c. See also sections 327 and 327A Local Government Act, 1919.

(g) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:

Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioner of the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor, or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;

Where executed in any part of the Commonwealth of Australia or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Italian or British consular officer exercising his functions in the part, Governor, Government Resident, Chief Secretary, or Registrar of Titles of the part;

Where executed in foreign country — an Australian or British Consul or Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor, or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(h) Repeat attestation clause &c., if necessary.

(i) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

(j) May be witnessed by any responsible person not being a party to this dealing.

H. L. WHITEHEAD PTY LIMITED Post Office Box 28 BUNDANOON

hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple^(b)

in the land hereinafter described, subject to the following encumbrances and interests

in consideration of TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$ 21,500-00)

(the receipt whereof is hereby acknowledged), paid to the transferor by^(c) the transferees

hereby transfers to

GORDON CHARLES CHARD of Bundanoon Silviculturalist and DORIS FLORENCE CHARD his wife

hereinafter referred to as the TRANSFEREES

an estate in fee simple^(b) as joint tenants

in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only ^(d)	County	Parish
Volume	Folio				
6200	21	Part	Being Lots 26, 27, 28, 29, 30, 31, 32 inclusive D.P. 9134	Sutton Forest	Camden

Together with an easement for the passage of water by a suitable pipeline appurtenant to each of the above lots over a strip of land one metre wide along and within the western boundary of lot 5 D.P. 9134 extending from the north western corner of lot 32 to the centre line of Reedy Creek, and the said joint tenants covenant with the above company as set out in annexure A hereto.

Dated at Mon Vale this 15th day of December 1978

(e) Signed in my presence by the transferor who is personally known to me

THE COMMON SEAL of H. L. WHITEHEAD PTY. LIMITED was hereunto affixed

by authority of the Board of

Directors and in the presence of:

(h) Secretary

(i) Signed in my presence by the transferee who is personally known to me

David Graeme Chard
Name of witness (BLOCK LETTERS)

27 Braughelm St
Address of witness

(j) Accepted and certified correct for the purposes of the Real Property Act, 1900.

Gordon Chard
Transferee

RULE UP ALL BLANKS

R042356

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER TOGETHER WITH AN INSTRUMENT FOR THE PASSAGE OF WATER		Lodged by <u>G. CHAND M. ALLEN & CO.</u> Address: <u>% EXAMINERS BRANCH</u> <u>155 KING STREET, SYDNEY</u> Phone No.: <u>(02) 238 0166</u> Tel. 232-3652, 232-3524 Documents lodged herewith <u>15Q</u>	
Checked <u>R042</u>	REGISTERED <u>12.3.1979</u>  Registrar General	1. _____ 2. _____ 3. _____ 4. _____	
Passed <u>15/3/79</u>		Received Documents	Receiving Clerk
Signed <u>R042</u>		AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾ Authority is hereby given for the use of _____ _____ lodged (insert reference to certificates, grants or dealings) in connection with _____ for the (insert number of plan or dealing) registration of this dealing and for delivery to _____ (BLOCK LETTERS) _____ Signature _____ Name (BLOCK LETTERS)	
		MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at _____ the _____ day of _____ 19 ____ _____ Signature of attorney _____ Signature of witness	
		CERTIFICATE OF J.P. &c. TAKING DECLARATION OF ATTESTING WITNESS⁽¹⁾ I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19 ____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. _____ Signature _____ Name (BLOCK LETTERS) _____ Qualification	

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorised previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

(1) Not required where dealing attested in accordance with note (g); in other cases to be signed by one of the persons referred to in note (g).

PROGRESS REPORT	
SENT TO SURVEY CAMPS BRANCH	
RECEIVED FROM REG. ROOM	<u>26/3/79</u>
DRAFT WRITTEN -	
DRAFT EXAMINED -	<u>27/4/79</u>
DIAGRAM PREPARED -	
DIAGRAM EXAMINED -	<u>26/4/79</u>
DRAFT FORWARDED -	
ENDORSEMENTS -	<u>26/4/79</u>
CANCELLATION SLIP -	<u>3/5/79</u>
VOL <u>13848</u>	FOL <u>48</u>

R42357 to follow

2

INSTRUMENT SETTLING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP 645623 (Sheet 3 of 3 Sheets)

SIGNED by and on behalf of WESTPAC BANKING CORPORATION AS MORTGAGEE OF LOTS 28, 30 AND 32, DP 9134 PURSUANT TO MORTGAGE DEED 4116071

by *John Charles Spence*
Attorney-in-Fact
Pursuant to Deed 4116071
LENDY ISCLA

• Note as official

SIGNED by and on behalf of PERMANENT TRUSTEE COMPANY LIMITED MORTGAGEE OF LOT 26 DP 9134 PURSUANT TO MORTGAGE DEED 2543876

PERMANENT TRUSTEE COMPANY LIMITED (A.C.N. 000 000 888) By <i>Warren Brooks</i> who declare that they have no notice of the revocation of the power of attorney dated 20th June 1979 Registered Number 679 Book 1572 whereby they execute this document.	
Group A Attorney Name: <i>Warren Brooks</i> Signature: <i>Warren Brooks</i> Title: ASSISTANT MANAGER CUSTODIAL TRUSTS	Group B Attorney Name: <i>Wendy Hopkins</i> Signature: <i>Wendy Hopkins</i> Title: SUPERVISOR TRUST ADMINISTRATION

01212

REGISTERED  17.2.1992

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day. 18th February 1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 1 of 3 Sheets)

Plan: DP 645623

PART 1

Full name and address of
Proprietor of Land
Fraser Realty Pty Limited
ACT 000 969 648 Registered
Office 1st Floor 409 Bong
Bong Street Rowral

Kevin John Horner and
Kay Elizabeth Ann Million
Lot 26 "Dover Meadows
Estate" off Ferndale Road
Bundanoon

1. Identity of easement
referred to in above
mentioned Plan.

Easement for ~~electricity~~ *electricity*
purposes 10 wide.

Schedule of Lots Affected

Lot Burdened

26 DP 9134 (26/9134)
28 DP 9134 } CONSOL 2640-299
30 DP 9134 }
32 DP 9134 }

Lot Benefitted

Illawarra Electricity
Illawarra Electricity
Illawarra Electricity
Illawarra Electricity

PART 2.

1. Terms of easement for ~~electricity~~ *electricity* purposes
referred to in above mentioned Plan.

Full and free right for the authority in whose favour this easement is
created its employees and contractors together with all necessary
plant and vehicles to use and maintain for the purpose of the
transmission of electrical energy the electrical substation equipment
structures cables and fittings constructed installed and laid in and
above the land burdened by this instrument. The authority in whose
favour this easement is created shall have the following rights:-

- (1) To make all necessary excavations in or under the land provided
that the surface of such land shall be rehabilitated and
restored.
- (2) To enter upon the land for the purpose of installing any
component in substitution for or in addition to any electrical
substation equipment structures cables and fittings installed in
and above the land.
- (3) To enter upon the land to inspect and maintain the condition of
the electrical substation equipment structures cables and
fittings.

John Horner

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT 1919.

DP 645623

(Sheet 2 of 3 Sheets)

(4) To cut and trim trees branches or other foliage which may either
overhang or encroach the land.

(5) The authority in whose favour this easement is created shall not
be obliged to construct or maintain any fence on the boundary or
any other part of the land except:-

(a) where in the course of exercising its rights the authority
in whose favour this easement is created removes or damages
any existing fence or

(b) where the construction of the fence is by reason of any
danger occasioned by the use of the land by the authority in
whose favour this easement is created.

AND PROVIDED FURTHER that the Registered Proprietor shall for himself
and others the owner or owners from time to time of the land referred
to above covenant with the authority in whose favour this easement is
created that he will not wilfully do or knowingly suffer to be done
any act or thing which may disturb injure or damage the said
electrical substation equipment structures cables and fittings or
interfere with the free flow of electricity through under over
along the land or impede the exercise of the rights granted herein by
constructing installing or placing upon the land any building
structure or apparatus (without written permission thereof) AND if any
such injury be done or interference be made the Registered Proprietor
will forthwith pay the costs of properly repairing all such injury or
damage.

2. Name of person empowered to release, vary or modify restriction
referred to in the above mentioned Plan:

Illawarra Electricity

THE COMMON SEAL OF FRASER BEATTY
PTY LIMITED - A.C.N. 000 969 648
WAS APPLIED BY THE DIRECTOR WHOSE
SIGNATURE IS OPPOSITE HERETO AND
IN THE PRESENCE OF:-



Secretary

SIGNED in my presence by KEVIN JOHN
HORNER and KAY ELIZABETH ANN
MILLION WHO ARE PERSONALLY KNOWN
TO ME:-

David Horner
Kay Million

John Horner
Kay Million
SOLICITORS
MORSE WALK

REGISTERED 17.2.1992

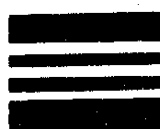
REGISTERED 17.2.1992

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day. 18th February 1992

10 20 30 40 50 60 70 Table of mm 110 120 130 140

13A

STAMP DUTY



E
520955 G

DESCRIPTION
OF LAND
Note (a)

TENEMENTS
PANEL
Note (b)

This panel also to be
completed for
covenants by transferor

TRANSFEROR
Note (c)

Note (d)

TRANSFEROR
Note (e)

TENANCY
Note (f)

PRIOR
ENCUMBRANCES
Note (i)

Note (g)

Note (g)

EXECUTION
Note (h)

Note (h)

TO BE COMPLETED
BY LODGING PARTY

Notes (j) and (l)

OFFICE USE ONLY

TRANSFER (INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See instructions for completion on back of form)

T

of

R

\$

LAND being transferred

Torrens Title Reference	If part Only, Delate Whole and Give Details	Location
Auto Consol 8640-239 Now Being FIE 25/9/34	XXXX PART- being Lot 28 in DP 9134	Bundanoon

Servient Tenement (Land burdened by easement)

Dominant Tenement (Land benefited by easement)

Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference

FRASER BEATTY PTY. LIMITED having its registered office at 357 Bong
Bong Street, Bowral A.C.N. 000 969 648

(the above-named TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 100,000.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

MARIUS FRANCIS VAN KREVEL AND INGRID VAN KREVEL

as joint tenants

OFFICE USE ONLY

subject to the following PRIOR ENCUMBRANCES 1.
2.
3.
AND the TRANSFEROR
GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto
AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 31/3/92

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the applicant who is personally known to me.

THE COMMON SEAL OF FRASER BEATTY
PTY. LIMITED was hereunto affixed by
authority of the Board in the presence of:

Director

Secretary

Signature of Transferor

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

ERNA SAIKORIS
Signature of Witness

ERNA SAIKORIS
Name of Witness (BLOCK LETTERS)

9 LORRAINE CLOSE, Bundanoon.
Address and occupation of Witness

M. Van Krevel

I. Van Krevel
Signature of Transferee

TO BE COMPLETED BY LODGING PARTY		LOCATION OF DOCUMENTS	
COMMONWEALTH SAVINGS BANK 388 GEORGE ST., SYDNEY, N.S.W. BX No. 1020 SYDNEY. PHONE 227-7576		CT	OTHER
Ref: 272492302			Herewith
Delivery Box Number			In L.T.O. with
		1/	Produced by WILKINSON, TULLY & CO. 7/4/92
Checked	Printed	Secondary Directions	ON CV
Signed	Extra Fee	Delivery Directions	

RP 13A
1907

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants *hereditas*

Notes (k) and (l)

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (n)
As to the *hereditas*
hereditas, and of
bond of *hereditas*

2.3A

SCHEDULE THREE HEREINBEFORE REFERRED TO

Not to (i) and (j)

The Transferee hereby covenants with the Transferor but only during the ownership of Lot 30 in deposited plan 9134 by the Transferor that the Transferee shall not erect any fence or wall on the land transferred to divide it from Lot 30 in deposited plan 9134 without the consent of the Transferor who shall not withhold that consent if the fence or wall is erected without expense to the Transferor.

It is agreed and declared that -

- (a) the land to which the benefit of the restriction is appurtenant is all the parts of Lot 30 in deposited plan 9134;
- (b) the land which is subject to the burden of the restriction is the land transferred; and
- (c) no person other than the person owning a part of the land having the benefit of the restrictive covenant has the right to release, vary or modify it in relation to that part and no other person's consent is required to a release, variation or modification of that covenant in relation to that part.



X *Prudman Duncan*
X *Secretary*

Planning Certificate

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

To: N WK Cahill & Associates
PO Box 12
Bondi Junction NSW 1355

Your Ref: NF:257944
Fees Paid: \$ 177.60
Receipt Number: -44295605-44295604

Certificate Date: 01 September 2025

Certificate Number: S10.726/0647

This certificate relates to: 28 DURHAM ROAD BUNDANOON NSW 2578

Legal Description: Lot 28 DP 9134

Property No: 1700508

Advice on this certificate: Advice provided under section 10.7(2) (**Part 1** – Items 1-23).
Additional advice provided under section 10.7(5) (**Part 2**).

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

PART 1: 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

Bundanoon Town Development Control Plan

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

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

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

(4) *In this section—*

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

Draft or Proposed State Environmental Planning Policies

Explanation of Intended Effect: proposed Amendments to *State Environmental Planning Policy (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: Cultural State Environmental Planning Policy (November 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

A Shire wide Planning Proposal to amend *clause 4.2F—Subdivision of land for dual occupancies in Zone R2 or R3 of Wingecarribee Local Environmental Plan 2010* to reinstate restrictions on subdivision of dual occupancy development within the Berrima Heritage Conservation Area which had previously been in place but had inadvertently been removed through subsequent amendments.

SITE SPECIFIC

Nil

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

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

Zone R5 Large Lot Residential

1 Objectives of zone

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

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

2 Permitted without consent

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

3 Permitted with consent

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

4 Prohibited

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

Note: Land use terms are defined in the Dictionary that forms part of the Wingecarribee Local Environmental Plan (WLEP) 2010. The WLEP 2010 instrument and maps can be accessed from the NSW Legislation website at www.legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0245 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

Bundanoon - Version 4

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 (adopted 20/8/2025, effective 1/9/2025)

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 NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

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 NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code MAY NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

Pattern Book Development Code

Complying development under the Pattern Book Development Code MAY NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

General Development Code

Complying development under the General Development Code MAY NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

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 NOT 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 NOT be carried out on the land.

- Unless the development does not result in the increase of bedrooms on the site or a site disturbance of more than 250sqm.

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

The land is unsewered land within the Sydney Drinking Water Catchment to which Chapter 6 (Water catchments) of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies.

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*.

Outstanding biodiversity value 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> .	NO
Critical habitat of endangered species, populations and ecological communities 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> .	NO
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.***

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

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

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

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

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

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

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

Except as stated below and elsewhere in this certificate, the land IS NOT affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

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

11. BUSH FIRE PRONE LAND

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

NONE of the land is bush fire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*.

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

NSW Planning Portal Spatial Viewer Further information about development on bush fire prone land can be obtained from the *NSW RFS website*.

12. LOOSE-FILL ASBESTOS INFORMATION

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

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

13. MINE SUBSIDENCE

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

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

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

14. PAPER SUBDIVISION INFORMATION

- (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 PART 1

PART 2: Section 10.7(5) Advice

Advice provided under section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Note: Section 10.7(6) of the Act states that a Council shall not incur any liability in respect of advice provided in good faith pursuant to subsection 10.7(5).

1. DEVELOPMENT CONSENTS

The land HAS NOT been subject to a development consent under the *Environmental Planning and Assessment Act 1979* within the last 2 years.

END OF CERTIFICATE

Strategic Outcomes

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

Lisa Miscamble
GENERAL MANAGER



MR JOHN L PEARCE
28 DURHAM ROAD
BUNDANOON NSW 2578

Our reference: 7162148630990

Phone: **13 28 66**

19 August 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JOHN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411122710359
Vendor name	JOHN LESTER PEARCE
Clearance Certificate Period	19 August 2025 to 19 August 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

In Australia? Phone us on **13 28 66**

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



Full Flow Hot Water, Gas & Drainage

Plumbing

Lic: 303816c

ABN: 85 627 180 787

Address: 20 Darrbay drive Moss Vale

Job Address

28 Durham Rd Bundanoon

Full Flow Plumbing hereby certifies in accordance with the Australian standards NCC 2022 and AS 3500 plumbing, drainage, and water supply. That the 20 meter H pattern replacement absorption trenches are installed to Australian standards and plumbing code and manufacture specification.



Regards

Director

Glenn wilson

Sign