

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: 0423 851197 email: reece@fnbowral.com.au ref: Reece Woods
co-agent		
vendor	PATRICIA YVONNE MARIE RIMMER AND JOHN TERENCE RIMMER 27 MAXTED ST RENWICK NSW 2575	
vendor's solicitor	Mather Lawyers PO Box 120 Moss Vale NSW 2577	phone: 0414 328722 email: jmather@matherlawyers.com.au ref: Rimmer
date for completion	28 days after the contract date	(clause 15)
land (address, plan details and title reference)	27 MAXTED ST RENWICK NSW 2575 LOT 28 DEPOSITED PLAN 1221206 Folio Identifier 28/1221206	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: plantation shutters, slow combustion fireplace, gas fireplace
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
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

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

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

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input checked="" type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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 – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

27 MAXTED ST RENWICK NSW 2575

SPECIAL CONDITIONS

1. Disclosure

The Purchaser enters into this agreement and purchases the property subject to all matters and things disclosed in each document of which a copy is annexed to this agreement and will make no requisition or objection or claim for compensation or reduction in price on account of any matter or thing appearing therein or arising therefrom.

2. Acknowledgement

The Purchaser acknowledges that the property and the improvements erected thereon and the inclusions are being sold in their present state of repair, condition, infestation and dilapidation including any defects, latent or patent, and the Purchaser further acknowledges that it buys the property relying on its own inspection, knowledge and enquiries and that it does not rely on warranties or representations (if any) made to it by or on behalf of the Vendor and that the terms and conditions of the sale are embodied herein and not otherwise. The Purchaser shall not call upon the Vendor to effect any work, repairs or treatment or claim for compensation or delay settlement of this agreement on account of any want of repair or dilapidation or infestation of the property or improvements or inclusions erected thereon.

3. Notices

Fourteen days shall be deemed to be reasonable and sufficient time for all notices to be given for any purposes pursuant to the provisions of this Agreement including any notice relating to its completion.

4. Late completion

It is an essential term of this Agreement that if completion does not take place on or before the Completion Date, other than by reason of delay on the part of the Vendor then and in such event the Vendor shall be entitled to liquidated damages which shall be an amount equal to interest on the balance of the purchase price accruing on a daily basis at a rate of 8% per annum commencing on and including the Completion Date up to and including the actual date of Completion of this Agreement. The provisions of this Special Condition shall not merge or be extinguished on any termination of this Agreement by the Vendor.

5. Warranty

The Purchaser warrants that they were not introduced to the Vendor or the Property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim a commission as a result of this sale other than the agent noted on page 1 of this contract. The provisions of this Special Condition shall not merge on completion of this Agreement.

6. Foreign Purchaser

The Purchaser warrants to the Vendor that:

- a) it is not a foreign person for the purposes of the Foreign Acquisitions and Takeovers Act, 1975 and that approval to the purchase of the property is

not required pursuant to that Act or pursuant to the Foreign Acquisitions and Takeovers Regulations; or alternatively;

- b) it has obtained approval to its purchase of the property pursuant to the said Act and regulations.

In the event of a breach of the warranty contained in this special condition the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

7. Variations to standard clauses

The Contract is varied as follows:

- a) Clause 7.1.1 is amended by deleting “5%” and inserting “1%”
- b) Adding an additional clause 7.2.7 as follows:
“7.2.7 Subject to clause 7.1 the making of a claim does not entitle either party to delay completion.”
- c) Clause 12.1 and 12.2.1 - add at the end of each such sub clause “except a Building Information certificate”; and
- d) Clause 25 is deleted.

8. Deposit for Cooling Off period

If this contract is exchanged with a cooling off period the deposit payable pursuant to this contract shall be paid as follows:

- a) an amount equal to 0.25% of the purchase price on or before exchange of contracts; and
- b) the balance of the deposit on or before the expiration of the cooling off period.

9. Deposit less than 10%

In the event that the Purchaser defaults in the observance of any obligation under this Contract the performance of which had become essential, the Purchaser has paid a deposit of less than 10% of the purchase price and the Vendor terminates the Contract, then the Vendor is entitled to recover from the Purchaser an amount equal to 10% of the purchase price, less any deposit paid, as liquidated damages, in addition to any other remedies available to the Vendor.

10. Requisitions on title

The purchaser agrees that the only form of requisitions on title that the Purchaser may make under clause 5 of the contract are those requisitions on title annexed to these special conditions. The requisitions are deemed served as at the contract date and replies will be provided by the Vendor prior to completion.

11. **Guarantee for Purchaser Corporation**

It is a condition of this contract that the directors of the purchaser company personally guarantee the obligations of the purchaser. In consideration of the vendor contracting with the corporate purchaser, the directors (herein referred to as "the guarantors"), jointly and severally guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantors before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantors from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

Guarantor Name:

Signature x

Guarantor Name:

Signature x

12. **Release of deposit**

The parties agree that the deposit or part thereof may be released to the Vendor on exchange of contracts for the purpose of the Vendor paying a deposit on another property before completion of this sale. Any such released deposit must be held in the trust account of a real estate agent or solicitor and not further released.

REQUISITIONS ON TITLE

- 1) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the property other than those disclosed in the Contract?
- 2) Is the vendor aware of any latent defects in the property?
- 3) If the property is sold subject to existing tenancies, confirm the current rent, date paid to, amount of bond, where the bond is held and the bond lodgement number (if applicable)
- 4) Are there any restrictions on the right of the registered proprietor to convey to the Purchaser the property and inclusions free of encumbrances?
- 5) Are there any encroachments by or upon the property?
- 6) Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their

requirements?

- 7) Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
- 8) Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?



FOLIO: 28/1221206

SEARCH DATE	TIME	EDITION NO	DATE
17/9/2025	9:22 AM	4	6/5/2020

LAND

LOT 28 IN DEPOSITED PLAN 1221206
AT RENWICK
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF MITTAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1221206

FIRST SCHEDULE

PATRICIA YVONNE MARIE RIMMER
JOHN TERRENCE RIMMER
AS JOINT TENANTS (T AQ84394)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1160548 EASEMENT FOR BATTER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1221206 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1221206 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1221206 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 DP1221206 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT

NOTATIONS

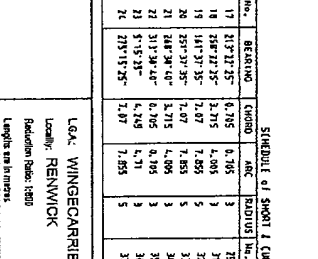
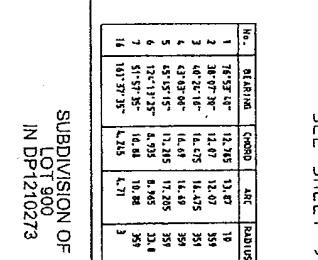
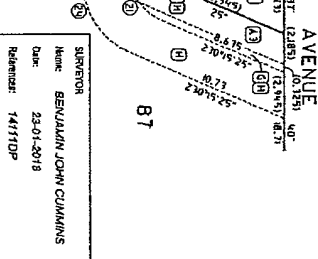
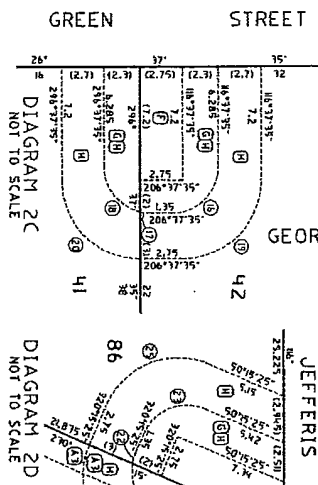
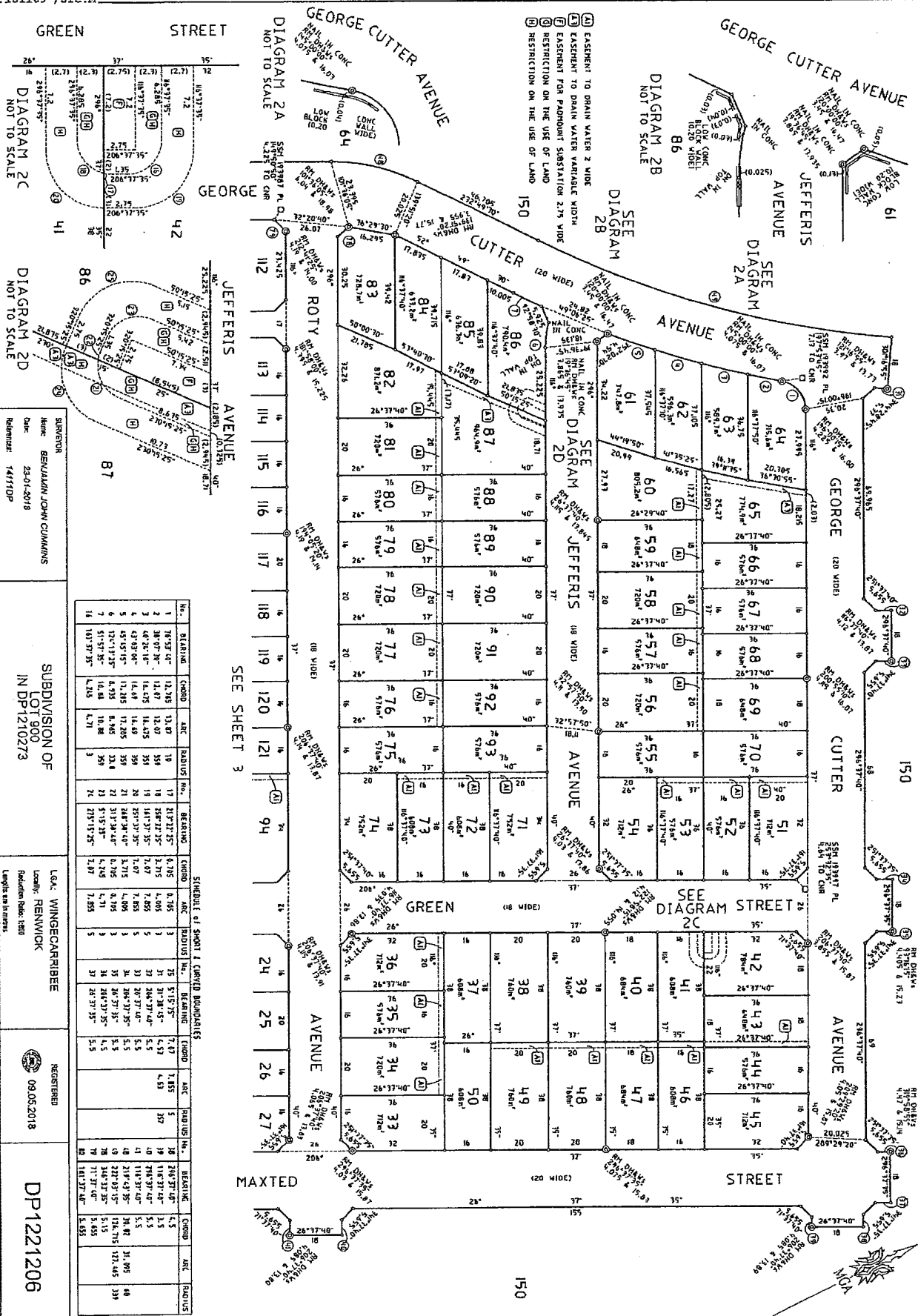
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Rimmer...

PRINTED ON 17/9/2025

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



STREETS OF SHORT & CURVED BOUNDARIES

No.	RELATION	CHORD	ARC	RADIUS	No.	RELATION	CHORD	ARC	RADIUS
1	78°52'44"	12.95	13.87	18	11	28°12'25"	6.395	6.795	5
2	30°07'30"	11.07	12.07	15.51	12	18°28'22"	3.715	3.97	3
3	40°04'14"	11.05	11.435	15.1	13	14°17'35"	2.87	3.055	3
4	43°03'44"	11.415	11.49	15.1	14	25°37'40"	4.5	4.7	3
5	45°15'15"	12.315	11.205	15.1	15	20°37'40"	4.095	4.3	3
6	12°13'15"	6.335	6.345	13.8	16	26°37'35"	4.3	4.5	3
7	51°37'35"	10.88	10.88	15.1	17	28°37'35"	4.55	4.75	3
8	143°37'35"	17.15	17.15	15.1	18	28°37'35"	4.55	4.75	3
9					19	51°15'25"	12.87	13.87	18
10					20	31°38'15"	4.57	4.93	5
21	31°38'15"	4.57	4.93	5	21	31°38'15"	4.57	4.93	5
22	31°38'15"	4.57	4.93	5	22	31°38'15"	4.57	4.93	5
23	31°38'15"	4.57	4.93	5	23	31°38'15"	4.57	4.93	5
24	31°38'15"	4.57	4.93	5	24	31°38'15"	4.57	4.93	5
25	31°38'15"	4.57	4.93	5	25	31°38'15"	4.57	4.93	5
26	31°38'15"	4.57	4.93	5	26	31°38'15"	4.57	4.93	5
27	31°38'15"	4.57	4.93	5	27	31°38'15"	4.57	4.93	5
28	31°38'15"	4.57	4.93	5	28	31°38'15"	4.57	4.93	5
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36	31°38'15"	4.57	4.93	5	36	31°38'15"	4.57	4.93	5
37	31°38'15"	4.57	4.93	5	37	31°38'15"	4.57	4.93	5
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40	31°38'15"	4.57	4.93	5	40	31°38'15"	4.57	4.93	5
41	31°38'15"	4.57	4.93	5	41	31°38'15"	4.57	4.93	5
42	31°38'15"	4.57	4.93	5	42	31°38'15"	4.57	4.93	5
43	31°38'15"	4.57	4.93	5	43	31°38'15"	4.57	4.93	5
44	31°38'15"	4.57	4.93	5	44	31°38'15"	4.57	4.93	5
45	31°38'15"	4.57	4.93	5	45	31°38'15"	4.57	4.93	5
46	31°38'15"	4.57	4.93	5	46	31°38'15"	4.57	4.93	5
47	31°38'15"	4.57	4.93	5	47	31°38'15"	4.57	4.93	5
48	31°38'15"	4.57	4.93	5	48	31°38'15"	4.57	4.93	5
49	31°38'15"	4.57	4.93	5	49	31°38'15"	4.57	4.93	5
50	31°38'15"	4.57	4.93	5	50	31°38'15"	4.57	4.93	5


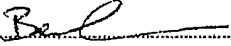
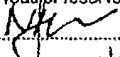
SUPERVISOR: BENJAMIN JOHN CUMMINGS
 Date: 23-01-2018
 Reference: 1413110P


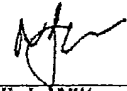
SUBDIVISION OF LOT 900 IN DP1210273

LEGAL: WINGECARRIBEE
 Location: REMWICK
 Production Date: 1880
 Lenthic on the maps


REGISTERED 09.05.2018

DP1221206

PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheet(s)
Registered:  09.05.2018 Title System: TORRENS	Office Use Only <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">DP1221206</div> Office Use Only	
PLAN OF SUBDIVISION OF LOT 900 IN DP1210273	LGA: WINGECARRIBEE Locality: RENWICK Parish: MITTAGONG County: CAMDEN	
<p style="text-align: center;">Survey Certificate</p> I, BENJAMIN JOHN CUMMINS of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on or *(b) The part of the land shown in the plan ("being" excluding ** PART OF LOT 150) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 23-01-2018, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 23-01-2018 Surveyor Identification No: 3301 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP848478 DP1167491 DP860856 DP1208908 DP1124863 DP1210273 DP1131771 DP1142602	<p style="text-align: center;">Subdivision Certificate</p> I, <u>NICHOLAS WILTON</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: <u>N/A</u> Consent Authority: <u>WINGECARRIBEE SHIRE COUNCIL</u> Date of endorsement: <u>27 APRIL 2018</u> Subdivision Certificate number: <u>14/0742-02</u> File number: <u>14/0742</u> *Strike through if inapplicable.	
Surveyor's Reference: 14111DP	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE: ALLEN AVENUE, BETHEL LANE, CHALLONER RISE, GEORGE CUTTER AVENUE, GREEN STREET, JEFFERIS AVENUE, MAXTED STREET, OLDFIELD ROAD AND ROTY AVENUE TO THE PUBLIC AS PUBLIC ROAD	
		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)			
Registered:  09.05.2018 PLAN OF SUBDIVISION OF LOT 900 IN DP1210273	DP1221206				
Subdivision Certificate number: <u>1410147-02</u> Date of Endorsement: <u>27 APRIL 2018</u>	Office Use Only Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 				
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE: <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 2 WIDE (A1) 2. EASEMENT TO DRAIN WATER 2.5 WIDE (A2) 3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A3) 4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F) 5. RESTRICTION ON THE USE OF LAND (G) 6. RESTRICTION ON THE USE OF LAND (H) 7. RESTRICTION ON THE USE OF LAND 8. RESTRICTION ON THE USE OF LAND 9. RESTRICTION ON THE USE OF LAND 10. POSITIVE COVENANT 					
Schedule of Street Addresses					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1	N/A	2	Challoner	Rise	Renwick
2	N/A	6	Challoner	Rise	Renwick
3	N/A	10	Challoner	Rise	Renwick
4	N/A	12	Challoner	Rise	Renwick
5	N/A	14	Challoner	Rise	Renwick
6	N/A	16	Challoner	Rise	Renwick
7	N/A	18	Challoner	Rise	Renwick
8	N/A	20	Challoner	Rise	Renwick
9	N/A	22	Challoner	Rise	Renwick
10	N/A	24	Challoner	Rise	Renwick
11	N/A	26	Challoner	Rise	Renwick
12	N/A	28	Challoner	Rise	Renwick
13	N/A	30	Challoner	Rise	Renwick
14	N/A	32	Challoner	Rise	Renwick
15	N/A	31	Oldfield	Road	Renwick
16	N/A	29	Oldfield	Road	Renwick
17	N/A	27	Oldfield	Road	Renwick
18	N/A	25	Oldfield	Road	Renwick
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 14111DP				 Nick Wilton Group Manager Development Services Warracambeel Shire Council	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 7 sheet(s)

Office Use Only
 Registered:  09.05.2018

Office Use Only

PLAN OF
 SUBDIVISION OF
 LOT 900 IN DP1210273

DP1221206


Subdivision Certificate number: 14/0742-02
 Date of Endorsement: 27 APRIL 2018

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


Schedule of Street Addresses					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
19	N/A	4	Green	Street	Renwick
20	N/A	6	Green	Street	Renwick
21	N/A	8	Green	Street	Renwick
22	N/A	10	Green	Street	Renwick
23	N/A	12	Green	Street	Renwick
24	N/A	24	Roty	Avenue	Renwick
25	N/A	26	Roty	Avenue	Renwick
26	N/A	28	Roty	Avenue	Renwick
27	N/A	30	Roty	Avenue	Renwick
28	N/A	27	Maxted	Street	Renwick
29	N/A	25	Maxted	Street	Renwick
30	N/A	23	Maxted	Street	Renwick
31	N/A	21	Maxted	Street	Renwick
32	N/A	19	Maxted	Street	Renwick
33	N/A	27	Roty	Avenue	Renwick
34	N/A	25	Roty	Avenue	Renwick
35	N/A	23	Roty	Avenue	Renwick
36	N/A	21	Roty	Avenue	Renwick
37	N/A	18	Green	Street	Renwick
38	N/A	20	Green	Street	Renwick
39	N/A	22	Green	Street	Renwick
40	N/A	24	Green	Street	Renwick
41	N/A	26	Green	Street	Renwick
42	N/A	56	George Cutter	Avenue	Renwick
43	N/A	58	George Cutter	Avenue	Renwick
44	N/A	60	George Cutter	Avenue	Renwick
45	N/A	62	George Cutter	Avenue	Renwick
46	N/A	41	Maxted	Street	Renwick
47	N/A	39	Maxted	Street	Renwick
48	N/A	37	Maxted	Street	Renwick
49	N/A	35	Maxted	Street	Renwick
50	N/A	33	Maxted	Street	Renwick
51	N/A	29	Green	Street	Renwick
52	N/A	27	Green	Street	Renwick

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14111DP


 Nick Wilton
 Group Manager
 Development Services
 Wingecarribee Shire Council
 ISSUE E

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 7 sheet(s)

Office Use Only
 Registered:  09.05.2018

Office Use Only

PLAN OF
 SUBDIVISION OF
 LOT 900 IN DP1210273

DP1221206

Subdivision Certificate number: 14/0742/02
 Date of Endorsement: 27 April 2018

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

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
53	N/A	25	Green	Street	Renwick
54	N/A	23	Green	Street	Renwick
55	N/A	13	Jefferis	Avenue	Renwick
56	N/A	11	Jefferis	Avenue	Renwick
57	N/A	9	Jefferis	Avenue	Renwick
58	N/A	7	Jefferis	Avenue	Renwick
59	N/A	5	Jefferis	Avenue	Renwick
60	N/A	3	Jefferis	Avenue	Renwick
61	N/A	34	George Cutter	Avenue	Renwick
62	N/A	36	George Cutter	Avenue	Renwick
63	N/A	38	George Cutter	Avenue	Renwick
64	N/A	40	George Cutter	Avenue	Renwick
65	N/A	42	George Cutter	Avenue	Renwick
66	N/A	44	George Cutter	Avenue	Renwick
67	N/A	46	George Cutter	Avenue	Renwick
68	N/A	48	George Cutter	Avenue	Renwick
69	N/A	50	George Cutter	Avenue	Renwick
70	N/A	52	George Cutter	Avenue	Renwick
71	N/A	21	Green	Street	Renwick
72	N/A	19	Green	Street	Renwick
73	N/A	17	Green	Street	Renwick
74	N/A	15	Green	Street	Renwick
75	N/A	17	Roty	Avenue	Renwick
76	N/A	15	Roty	Avenue	Renwick
77	N/A	13	Roty	Avenue	Renwick
78	N/A	11	Roty	Avenue	Renwick
79	N/A	9	Roty	Avenue	Renwick
80	N/A	7	Roty	Avenue	Renwick
81	N/A	5	Roty	Avenue	Renwick
82	N/A	3	Roty	Avenue	Renwick
83	N/A	26	George Cutter	Avenue	Renwick
84	N/A	28	George Cutter	Avenue	Renwick
85	N/A	30	George Cutter	Avenue	Renwick
86	N/A	32	George Cutter	Avenue	Renwick


If space is insufficient use additional annexure sheet



Surveyor's Reference: 14111DP

Nick Wilton
 Group Manager
 Development Services
 Wigganahilly Shire Council

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 7 sheet(s)

Office Use Only
 Registered:  09.05.2018

Office Use Only
DP1221206

PLAN OF
 SUBDIVISION OF
 LOT 900 IN DP1210273

Subdivision Certificate number: 1410742-02
 Date of Endorsement: 27 APRIL 2018

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

Schedule of Street Addresses


Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
87	N/A	4	Jefferis	Avenue	Renwick
88	N/A	6	Jefferis	Avenue	Renwick
89	N/A	8	Jefferis	Avenue	Renwick
90	N/A	10	Jefferis	Avenue	Renwick
91	N/A	12	Jefferis	Avenue	Renwick
92	N/A	14	Jefferis	Avenue	Renwick
93	N/A	16	Jefferis	Avenue	Renwick
94	N/A	13	Green	Street	Renwick
95	N/A	11	Green	Street	Renwick
96	N/A	9	Green	Street	Renwick
97	N/A	7	Green	Street	Renwick
98	N/A	19	Allen	Avenue	Renwick
99	N/A	17	Allen	Avenue	Renwick
100	N/A	15	Allen	Avenue	Renwick
101	N/A	13	Allen	Avenue	Renwick
102	N/A	11	Allen	Avenue	Renwick
103	N/A	9	Allen	Avenue	Renwick
104	N/A	7	Allen	Avenue	Renwick
105	N/A	5	Allen	Avenue	Renwick
106	N/A	3	Allen	Avenue	Renwick
107	N/A	14	George Cutter	Avenue	Renwick
108	N/A	16	George Cutter	Avenue	Renwick
109	N/A	18	George Cutter	Avenue	Renwick
110	N/A	20	George Cutter	Avenue	Renwick
111	N/A	22	George Cutter	Avenue	Renwick
112	N/A	24	George Cutter	Avenue	Renwick
113	N/A	4	Roty	Avenue	Renwick
114	N/A	6	Roty	Avenue	Renwick
115	N/A	8	Roty	Avenue	Renwick
116	N/A	10	Roty	Avenue	Renwick
117	N/A	12	Roty	Avenue	Renwick
118	N/A	14	Roty	Avenue	Renwick
119	N/A	16	Roty	Avenue	Renwick
120	N/A	18	Roty	Avenue	Renwick

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14111DP


Nick Wilton
 Group Manager
 Development Services

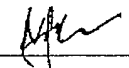
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 7 sheet(s)



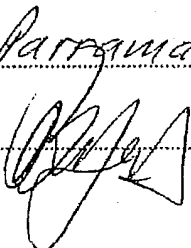
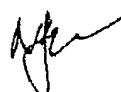
Registered:  09.05.2018 PLAN OF SUBDIVISION OF LOT 900 IN DP1210273 Subdivision Certificate number: <u>1A/0742/02</u> Date of Endorsement: <u>27 APRIL 2018</u>	Office Use Only <h1 style="margin: 0;">DP1221206</h1> Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Schedule of Street Addresses					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
121	N/A	20	Roty	Avenue	Renwick
122	N/A	5	Green	Street	Renwick
123	N/A	3	Green	Street	Renwick
124	N/A	23	Oldfield	Road	Renwick
125	N/A	21	Oldfield	Road	Renwick
126	N/A	19	Oldfield	Road	Renwick
127	N/A	17	Oldfield	Road	Renwick
128	N/A	15	Oldfield	Road	Renwick
129	N/A	13	Oldfield	Road	Renwick
130	N/A	11	Oldfield	Road	Renwick
131	N/A	9	Oldfield	Road	Renwick
132	N/A	7	Oldfield	Road	Renwick
133	N/A	5	Oldfield	Road	Renwick
134	N/A	3	Oldfield	Road	Renwick
135	N/A	2	George Cutter	Avenue	Renwick
136	N/A	4	George Cutter	Avenue	Renwick
137	N/A	6	George Cutter	Avenue	Renwick
138	N/A	8	George Cutter	Avenue	Renwick
139	N/A	10	George Cutter	Avenue	Renwick
140	N/A	12	George Cutter	Avenue	Renwick
141	N/A	4	Allen	Avenue	Renwick
142	N/A	6	Allen	Avenue	Renwick
143	N/A	8	Allen	Avenue	Renwick
144	N/A	10	Allen	Avenue	Renwick
145	N/A	12	Allen	Avenue	Renwick
146	N/A	14	Allen	Avenue	Renwick
147	N/A	16	Allen	Avenue	Renwick
148	N/A	18	Allen	Avenue	Renwick
149	N/A	20	Allen	Avenue	Renwick
150	N/A	N/A	N/A	N/A	N/A

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14111DP


Nick Wilton
 Group Manager
 Development Services

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 7 sheet(s)
Office Use Only		Office Use Only
Registered:  09.05.2018	DP1221206	
PLAN OF SUBDIVISION OF LOT 900 IN DP1210273		
Subdivision Certificate number: <u>1410742-02</u> Date of Endorsement: <u>27 APRIL 2018</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
<u>Execution by Registered Proprietor:</u>		
Signed by me  as attorney of the Minister for Community Services pursuant to Power of Attorney Book <u>4543</u> , No <u>628</u> , and I hereby confirm that I have no notice of revocation of such appointment.		
Name of Witness: <u>Ronald Bijen</u>		
Address of Witness: <u>Level 13, 60 Station Street</u> <u>Parramatta</u>		
Signature of Witness: 		
 Nick Wilton Group Manager Development Services Wingecarribee Shire Council		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 14111DP		

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

(Sheet 1 of 10 Sheets)

Plan: **DP1221206**

Plan of Subdivision of Lot 900 in DP1210273 covered by Subdivision Certificate No. 14 | 0742-02

Full name and address of the owner of the land

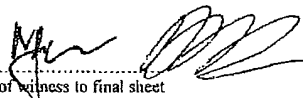
Minister for Community Services
 4-6 Cavill Avenue
 Ashfield NSW 2131

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (A1)	16 17 18 24 25 26 28 29 30 31 34 35 36 43 46 47 48 49 51 52 53 56 57 58 59 60 71 72 73 76 77	15 15, 16 15, 16, 17 25, 26, 27, 28, 29, 30, 31, 32 26, 27, 28, 29, 30, 31, 32 27 29, 30, 31, 32 30, 31, 32 31, 32 32 33 33, 34 33, 34, 35 46, 47, 48, 49, 50 47, 48, 49, 50 48, 49, 50 49, 50 50 52, 53, 54 53, 54 54 55 55, 56 55, 56, 57 55, 56, 57, 58 55, 56, 57, 58, 59 72, 73, 74 73, 74 74 75 75, 76

Surveyors Ref: I4111DP

Nick Wilton
 Group Manager
 Development Services
 Wingecarribee Shire Council


 Signature of witness to final sheet
 Issue F

(Sheet 2 of 10 Sheets)

Plan: **DP1221206**

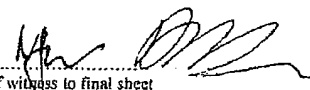
Plan of Subdivision of Lot 900 in DP1210273
 covered by
 Subdivision Certificate No. 14 | 0742-02

PART 1 (Creation)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (A1)	78 79 80 81 82 94 95 96 97 99 100 101 102 103 104 105 106 122 125 126 127 128 129 130 131 132 133 134	75, 76, 77 75, 76, 77, 78 75, 76, 77, 78, 79 75, 76, 77, 78, 79, 80 75, 76, 77, 78, 79, 80, 81 95, 96, 97 96, 97 97 98 98, 99 98, 99, 100 98, 99, 100, 101 98, 99, 100, 101, 102 98, 99, 100, 101, 102, 103 98, 99, 100, 101, 102, 103, 104 98, 99, 100, 101, 102, 103, 104, 105 123 124 124, 125 124, 125, 126 124, 125, 126, 127 124, 125, 126, 127, 128 124, 125, 126, 127, 128, 129 124, 125, 126, 127, 128, 129, 130 124, 125, 126, 127, 128, 129, 130, 131 124, 125, 126, 127, 128, 129, 130, 131, 132 124, 125, 126, 127, 128, 129, 130, 131, 132, 133
2	Easement to Drain Water 2.5 wide (A2)	2, 5, 8	Wingecarribee Shire Council
3	Easement to Drain Water variable width (A3)	65 87	55, 56, 57, 58, 59, 60 75, 76, 77, 78, 79, 80, 81, 82

Surveyors Ref. 14111DP

Nick Wilton
 Group Manager
 Development Services
 Wingecarribee Shire Council


 Signature of witness to final sheet
 Issue F

(Sheet 3 of 10 Sheets)

Plan: **DP1221206**

Plan of Subdivision of Lot 900 in DP1210273
 covered by
 Subdivision Certificate No. 1410742-02

PART 1 (Creation)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Easement for Padmount Substation 2.75 wide (F)	8, 42, 86, 124	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
5	Restriction on the Use of Land (G)	Part of each of the lots: 7, 8, 41, 42, 86, 87, 123, 124 designated G on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
6	Restriction on the Use of Land (H)	Part of each of the lots: 7, 8, 41, 42, 86, 87, 123, 124 designated H on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
7	Restriction on the Use of Land	1 to 149 inclusive	Wingecarribee Shire Council
8	Restriction on the Use of Land	Each lot except 150	Wingecarribee Shire Council
9	Restriction on the Use of Land	2	Every other lot
10	Positive Covenant	61 to 64 inclusive, 83 to 86 inclusive, 107 to 112 inclusive, 135 to 140 inclusive	Wingecarribee Shire Council

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

1. Subject to clause 2, an Easement to Drain Water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919 is created.
2. The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Wingecarribee Shire Council being firstly obtained.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

WINGECARRIBEE SHIRE COUNCIL

Surveyors Ref: 14111DP

Nick Wilton
 Group Manager
 Development Services
 Wingecarribee Shire Council

Signature of witness to final sheet
 Issue F

(Sheet 4 of 10 Sheets)

Plan: **DP1221206**

Plan of Subdivision of Lot 900 in DP1210273
covered by
Subdivision Certificate No. 14/0742-02

PART 2 (Terms)(Continued)

Terms of easement numbered 2 in the plan.

1. Subject to clause 2, an Easement to Drain Water as set out in Part 3 Schedule 4A of the Conveyancing Act 1919 is created.
2. The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Wingecarribee Shire Council being firstly obtained.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 2 in the plan.

WINGECARRIBEE SHIRE COUNCIL

Terms of easement numbered 3 in the plan.

1. Subject to clause 2, an Easement to Drain Water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919 is created.
2. The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Wingecarribee Shire Council being firstly obtained.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 3 in the plan.

WINGECARRIBEE SHIRE COUNCIL

Terms of easement numbered 4 in the plan

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 4 in the plan.

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

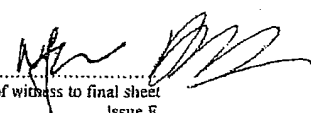
Terms of restriction numbered 5 in the plan.

1.0 Definitions

- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Surveyors Ref: 14111DP

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council


Signature of witness to final sheet
Issue F

(Sheet 5 of 10 Sheets)

Plan: **DP1221206**

Plan of Subdivision of Lot 900 in DP1210273
covered by
Subdivision Certificate No. 1410742.02

PART 2 (Terms)(Continued)

- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 5 in the plan.

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

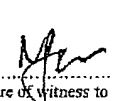
Terms of restriction numbered 6 in the plan.

1.0 Definitions

- 1.1 **erect** includes construct, install, build and maintain.
 - 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

Surveyors Ref: 14111DP

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council


Signature of witness to final sheet
Issue F

(Sheet 6 of 10 Sheets)

Plan: **DP1221206**

Plan of Subdivision of Lot 900 in DP1210273
covered by
Subdivision Certificate No. 1410742-02

PART 2 (Terms)(Continued)

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 6 in the plan.

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 7 in the plan

Pursuant to the Report of Geotech Testing Pty Ltd Report No 8502/6-AA dated 27 February 2018, the site classifications in accordance with AS2870 of the lots hereby burdened are Site Classification M.

No dwelling shall be constructed on the lot burdened unless it is designed and constructed utilising a suitable footing system taking into account the relevant site classification.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 7 in the plan.

WINGECARRIBEE SHIRE COUNCIL

Terms of restriction numbered 8 in the plan

No buildings, fencing or landscaping shall be constructed or be permitted to remain on the lot hereby burdened other than in compliance with the Mittagong Town Plan DCP Part C Residential Zone Land Section 19 – Renwick Precinct or as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 8 in the plan.

WINGECARRIBEE SHIRE COUNCIL

(Sheet 7 of 10 Sheets)

Plan: **DP1221206**

Plan of Subdivision of Lot 900 in DP1210273
covered by
Subdivision Certificate No. 141074Z-02

PART 2 (Terms)(Continued)

Terms of restriction numbered 9 in the plan

(a) No buildings shall be constructed or permitted to remain on the land hereby burdened unless it is designed with a façade frontage to Bong Bong Road.

(b) No vehicular access shall be permitted across the common boundary with Bong Bong Road.

NAME OF PERSONS whose consent is required to release, vary or modify the terms of the restriction numbered 9 in the plan.

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT.

Terms of positive covenant numbered 10 in the plan

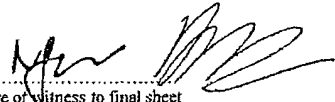
Asset Protection Zones (APZs) shall be provided as indicated on the drawing titled 'Schedule 1 - Bushfire Protection Measures' in the 'Bushfire Protection Assessment' prepared by Travers Bushfire & Ecology dated 1 July 2014 and referenced A14078. APZs shall be managed as outlined within Section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 10 in the plan.

WINGECARRIBEE SHIRE COUNCIL

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

Surveyors Ref: 14111DP


Signature of witness to final sheet
Issue F

(Sheet 8 of 10 Sheets)

Plan: **DP1221206**

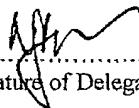
Plan of Subdivision of Lot 900 in DP1210273
covered by
Subdivision Certificate No. 14/0742-02

PART 2 (Terms)(Continued)

Execution by Council:


WINGECARRIBEE SHIRE COUNCIL by its authorised delegate pursuant to
(Name of Council) s.377 Local Government Act 1993 No 30

NICHOLAS WILTON
Name of Delegate


Signature of Delegate

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

ELIZABETH GARNON
Name of Witness


Signature of Witness

68 ELIZABETH STREET

MOSS VALE
Address of Witness

9 10
(Sheet 9 of 8 Sheets)

Plan: **DP1221206**

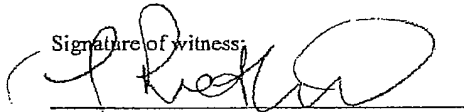
Plan of Subdivision of Lot 900 in DP1210273
covered by
Subdivision Certificate No. 14/0742.02

PART 2 (Terms)(Continued)

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

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

Signature of witness:



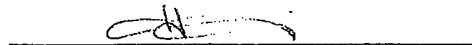
Name of witness:

Geoffrey Riethmuller

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book 4727 No-524 Book 4734 No 883CH

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS 15514

Date of signature:

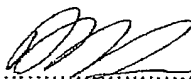
5 February 2018

(Sheet 10 of 10 Sheets)

Plan: **DP1221206**

Plan of Subdivision of Lot 900 in DP1210273
covered by
Subdivision Certificate No. 1410742-02

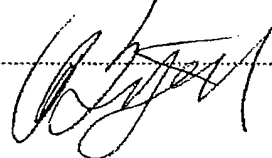
PART 2 (Terms)(Continued)

Signed by me  as attorney of
the Minjster for Community Services pursuant to Power of Attorney Book 4543,
No 628, and I hereby confirm that I have no notice of revocation of such appointment.

Name of Witness: Ronald Bijou


Address of Witness: Level 13, 60 Station Street

Panorama

Signature of Witness: 

REGISTERED  09.05.2018

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council


Signature of witness to final sheet
Issue F

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

OFFICE USE ONLY

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR BATTER 5 WIDE

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

Crown Lands NSW/Western Lands Office Approval

I in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

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

the proposed SUBDIVISION set out herein
 (insert "subdivision" or "new road")

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: WINGECARRIBEE SHIRE COUNCIL
 Date of Endorsement: 12/2/2010
 Accreditation no: N/A
 Subdivision Certificate no: LWA 08/0421 01
 File no: LWA 08/0421

* Delete whichever is inapplicable.



DP1160548 S

Registered: 19.1.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
 SUBDIVISION OF
 LOT 4006 IN DP 1124863
 AND
 LOT 52 IN DP 1040663

L.G.A.: WINGECARRIBEE

Locality: MITTAGONG

Parish: MITTAGONG

County: CAMDEN

Surveying Regulation, 2006

I, BENJAMIN JOHN CUMMINS
 of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN
 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 03-12-2008 & 01-03-2010

The survey relates to
LOT 5002 AND PART OF LOT 5001
(PART OF LOT 5001 COMPILED)
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Ben Cummins Dated: 01-03-2010
 Surveyor registered under the Surveying Act, 2002

Datum Line: 'X'..'Y'
 Type: Urban/Rural


Plans used in the preparation of survey/compilation

- DP 1040663
- DP 1074502
- DP 1124863
- DP 1131771
- DP 1142602

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

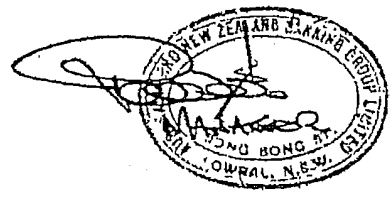
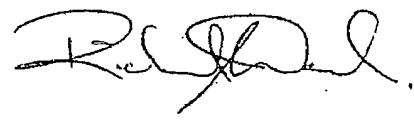
SURVEYOR'S REFERENCE: 08018 SUT DP

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

PLAN OF SUBDIVISION OF LOT 4006 IN DP 1124863 AND LOT 52 IN DP 1040663	DP1160548 *
	Registered:  19.1.2011 *

Subdivision Certificate No: LVA 08/0421.01 Date of Endorsement: 12/3/2010

Signed by me Richard Wood as attorney of
the Minister for Community Services and Assistant Minister for Health for Her most Gracious
Majesty Queen Elizabeth II pursuant to Power of Attorney Book 4543 No 628
and I hereby confirm that I have no notice of revocation of such appointment.



*OFFICE USE ONLY

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



DP1160548 B

(Sheet 1 of 2 Sheets)

Plan of Subdivision of Lot 4006 in DP1124863
and Lot 52 in DP1040663
covered by Subdivision Certificate No. LVA 08/0421.01

Full name and address of
the owner of the land

Minister for Community Services and Assistant
Minister for Health for Her Most Gracious
Majesty Queen Elizabeth II
4-6 Cavill Avenue
Ashfield NSW 2131

and

Joseph Tower & Mona Tower
Lot 52 Bong Bong Road
Mittagong NSW 2575

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for batter 5 wide	5002	5001

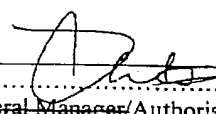
PART 2 (Terms)

Terms of easement numbered 1 in the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

THE REGISTERED PROPRIETOR OF THE BENEFITED LOT

Approved by Wingecarribee Shire Council


General Manager/Authorised Person

S:\DATA\Bong Bong\08018 DA 4-Bong Bong Road Subdivision\CORRO\88B\08018 SUT DP.Doc
Issue By Mel 18/01/2011



YATEC

Manager
Development & Building Services Branch
Wingecarribee Shire Council

(Sheet 2 of 2 Sheets)

Plan: DP1160548

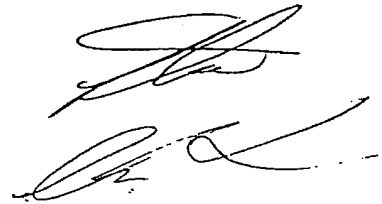
Plan of Subdivision of Lot 4006 in DP1124863
and Lot 52 in DP1040663
covered by Subdivision Certificate No. LWA 08/0421-01

PART 2 (Terms)(Continued)

Signed by me Richard Wood as attorney of
the Minister for Community Services and Assistant Minister for Health for Her most Gracious
Majesty Queen Elizabeth II pursuant to Power of Attorney Book 4543, No 628,
and I hereby confirm that I have no notice of revocation of such appointment.



SIGNED BY JOSEPH
TOWER AND MONA TOWER
IN THE PRESENCE OF:



WITNESS: YATUNG

NAME: Young Otto Tower

~~ADDRESS~~ Lot 52 Watts Rd
~~ADDRESS~~ West Hoxton NSW 2171
~~ADDRESS~~ Refined
OCCUPATION'S



Manager
Development & Building Services Branch
Wingecarribee Shire Council

IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.



Digitally Signed
Ref: 8041769
Mitchell Hardy (BPB2372) - Date: 2/08/2019
Final Occupation Certificate

The following are important facts relating to documents and files that have been digitally signed:

- The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.
- Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.
- A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.
- The digital signature has been applied by the Accredited Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.
- A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Accredited Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).
- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.



Final Occupation Certificate

CERTIFICATE NUMBER: 8041769

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 28
DP: 1221206
27 MAXTED STREET
RENWICK
NSW 2575

DESCRIPTION OF WORK:

SINGLE STOREY DWELLING

LIMITATIONS AND/OR EXCLUSIONS:

BUILDING CLASSIFICATION:

1a, 10a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- Development Consent No: 19/0968 dated 25/01/2019 issued by Wingecambee Shire Council is in force with respect to the building.
- Construction Certificate No: 8041769 dated 05/02/2019 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Certificate of Installation of BASIX Requirements
Smoke Alarm Installation Certificate
Manufacturers Certificate for Glazing (Windows)
Certificate of Insulation
Pest Control Certificate
Certificate of Structural Adequacy for Piers & Slab
Waterproofing Installation Certificate
Stormwater Drainage Diagram
Plumbing & Drainage Certificate & Sewer Diagram
Manufacturers Certificate for Glazing (Shower Screens)
Final Identification Survey
Record of Critical Stage Inspections

Certificate Issued By

Mitchell Hardy

BPB2372

on behalf of Local Certification Services Pty Ltd ABC7

02 Aug 2019

Date of Certificate

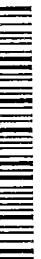
Digitally Signed

Ref: 8041769

Mitchell Hardy (BPB2372) - Date: 2/08/2019

Final Occupation Certificate

Doc ID: 4CB139B

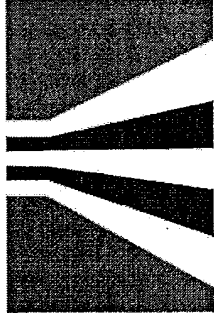


IMPORTANT NOTICE

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In making this determination the document has been digitally signed.



Digitally Signed
Ref: 8041769
Mitchell Hardy (BPB2372) - Date: 2/08/2019
Final Occupation Certificate

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- Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.
- A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.
- The digital signature has been applied by the Accredited Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.
- A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Accredited Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).
- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.



Final Occupation Certificate

CERTIFICATE NUMBER: 8041769

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 28
DP: 1221206
27 MAXTED STREET
RENWICK
NSW 2575

DESCRIPTION OF WORK:

SINGLE STOREY DWELLING

LIMITATIONS AND/OR EXCLUSIONS:

BUILDING CLASSIFICATION:

1a, 10a

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- Construction Certificate No: 8041769 dated 05/02/2019 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Certificate of Installation of BASIX Requirements
Smoke Alarm Installation Certificate
Manufacturers Certificate for Glazing (Windows)
Certificate of Insulation
Pest Control Certificate
Certificate of Structural Adequacy for Piers & Slab
Waterproofing Installation Certificate
Stormwater Drainage Diagram
Plumbing & Drainage Certificate & Sewer Diagram
Manufacturers Certificate for Glazing (Shower Screens)
Final Identification Survey
Record of Critical Stage Inspections

Certificate Issued By

Mitchell Hardy

BPB2372

on behalf of Local Certification Services Pty Ltd ABC7

02 Aug 2019

Date of Certificate

Digitally Signed

Ref: 8041769

Doc ID: 4CB139B

Mitchell Hardy (BPB2372) - Date: 2/08/2019

Final Occupation Certificate

Certificate in respect of insurance for residential building work

Policy No: HBCF18068342

Policy Date: 14/12/2018

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

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	4 BEDROOM DOUBLE GARAGE BRICK VENEER RESIDENCE.
At	27 Maxted Street Renwick New South Wales 2575
Site plan number^	NA
Site plan type^	NA
Homeowner	SUTTON ROOFING PTY LTD
Carried out by	DICKINSON PROPERTY GROUP PTY LTD
Licence number	90109C
Builder job number^	
Contract amount^	\$411,995.00
Contract date^	13/12/2018
Premium paid	\$2,911.98
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$3,491.47

^Additional information

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

Certificate No: HBCF18068342

Issued on: 14/12/2018



Signed on behalf of the insurer

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

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

icare HBCF

Lic No 28
 SUBURBS OF NEWYORK
 Licence No 1431C
 Signature

SEWER SERVICE DIAGRAM
 House No _____ Street MAXTED ST
 LGA WINGELABRIE
 SCALE 1:200
 New JCU No 1431C 7070

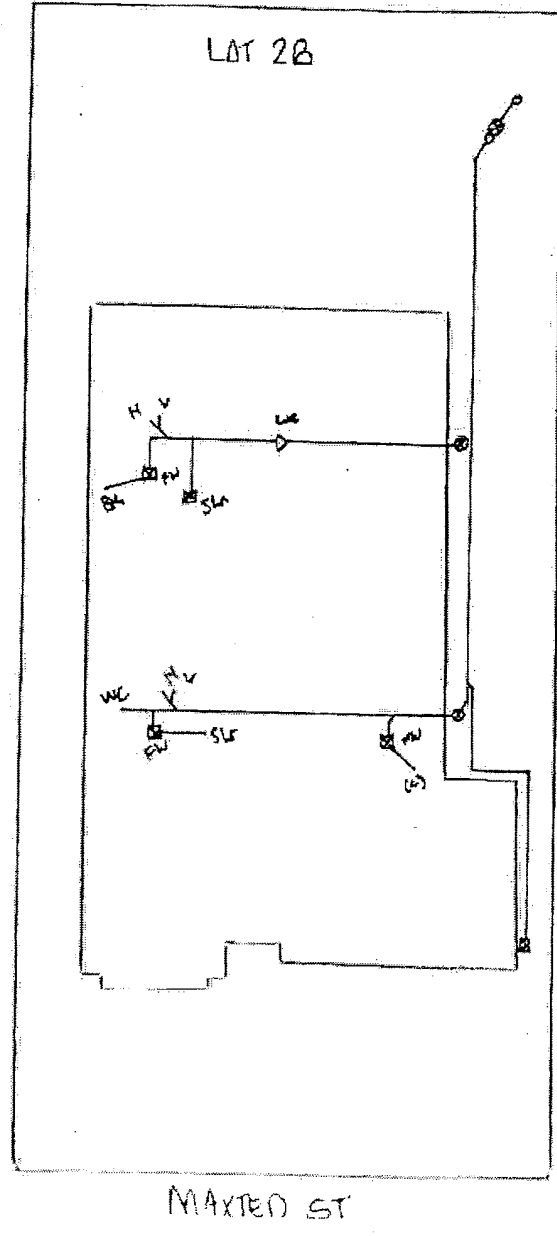
SDC No _____
 Date 11.2.19

Boundary Trap	AAV	Air Admittance Valve	RS	Sink (bar)	Chamber
Inspection Shaft	B	Basin	(L)	Trough (laundry)	Pit
Inspection Opening	Bth	Bath Waste	WC	Water Closet	Grease Interceptor
Gully	Bid	Bidet	Vert	Vertical Pipe	Pump Unit
FW	CO	Clean Out	WS	Waste Stack	Onsite Treatment System
Vertical Junction	FW	Floor Waste Gully	SVP	Sewer Vent Pipe	Reflex Valve
Sloped Junction	Shr	Shower	V	Vent Pipe	Capped Point
On Back Junction	S	Sink (Kitchen)	IPMF	Induct Pipe Mica Flap	Provisional (future) drain point

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

© State of New South Wales through NSW Fair Trading April 2014

N ↗





Fair Trading

Regulator's Copy
Serial No A-00004
1431C9010

CERTIFICATE OF COMPLIANCE
for Plumbing and Drainage Work
Please supply requested information correct and neatly

PROPERTY & OWNER DETAILS			
House No	Street	Suburb	Postcode
	MAXTED ST	RENWICK	2 5 7 5
Lot No	DP No	PDP or SP	Nearest Cross Street
28			
Municipality/Shire		Full Address	
WINGECARRIBEE			
Owner's Name		Full Address	
DICKINSON PROPERTY GROUP			
LICENSEE'S DETAILS			
Full Name		Address for Notices	
Damian Moon		3/35 GLENDENNING ROAD GLENDENNING 2761	
Phone No.	Qualified Supervisor No.	Expiry Date	
9675 2777	221844C	12 1 2022	
	Licence No.	Expiry Date	
	1431C	14 05 2020	
WORK OF WATER SUPPLY			
Give full Description of Work carried out			
<input checked="" type="checkbox"/> Install Water Supply <input type="checkbox"/> Install Irrigation system <input type="checkbox"/> On-site Alternative Water Services <input type="checkbox"/> Install/Commission/Maintenance of Thermostatic Mixing Valve <input type="checkbox"/> Connection to water supply <input type="checkbox"/> Install, alter, disconnect or remove a backflow prevention device <input checked="" type="checkbox"/> Other RAINWATER TANK BY OTHERS			
PLUMBING WORK TO COMPLY WITH <input checked="" type="checkbox"/> AS/NZS3500 <input type="checkbox"/> ALTERNATIVE SOLUTION <input type="checkbox"/> COMBINED			
WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN			
Give full description of work carried out			
<input checked="" type="checkbox"/> Carry out work of sanitary plumbing/drainage <input checked="" type="checkbox"/> Connection to Sewer <input type="checkbox"/> Sewer Disconnection <input type="checkbox"/> Carry out Trade Waste Drainage <input type="checkbox"/> Other			
DRAINAGE WORK TO COMPLY WITH <input checked="" type="checkbox"/> AS/NZS3500 <input type="checkbox"/> ALTERNATIVE SOLUTION <input type="checkbox"/> COMBINED			
SEWERAGE/WATER SERVICE INSPECTION FEE			
Date Fee Paid	Date of Commencement of Work	Estimated Date of Completion	
	11 02 2019	11 02 2020	
Amount	Reference No.	Contractors Signature	
\$		Damian Moon	

- In respect of authorised work carried out by me at the above mentioned property I certify that:
 - The work corresponds to the specifications in the notice of work.
 - The completed work has been tested as required by the Regulator and has passed such test;
 - Where required by Section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work. Yes N/A
 - The work complies with the relevant Acts, Regulations, Codes and Standards;
 - The work was completed on 21/7/19 Contractors Signature Damian Moon Digitally signed by Damian Moon Date: 2019.07.18 09:52:07 +10:00
- If any defect is found in the work carried out by me within a period of two (2) years or within the time specified by Regulator, from the date of the final inspection, and the Regulator for Plumbing and Drainage certifies by written notice that in their opinion the defect is due to faulty workmanship or defective materials, then I undertake to rectify such work at my sole expense, if so directed by the Regulator within the time specified by the Regulator.

Lot No: 28
 SURBURB OF: RENNICK
 Licence No: 14310
 Signature: *[Signature]*

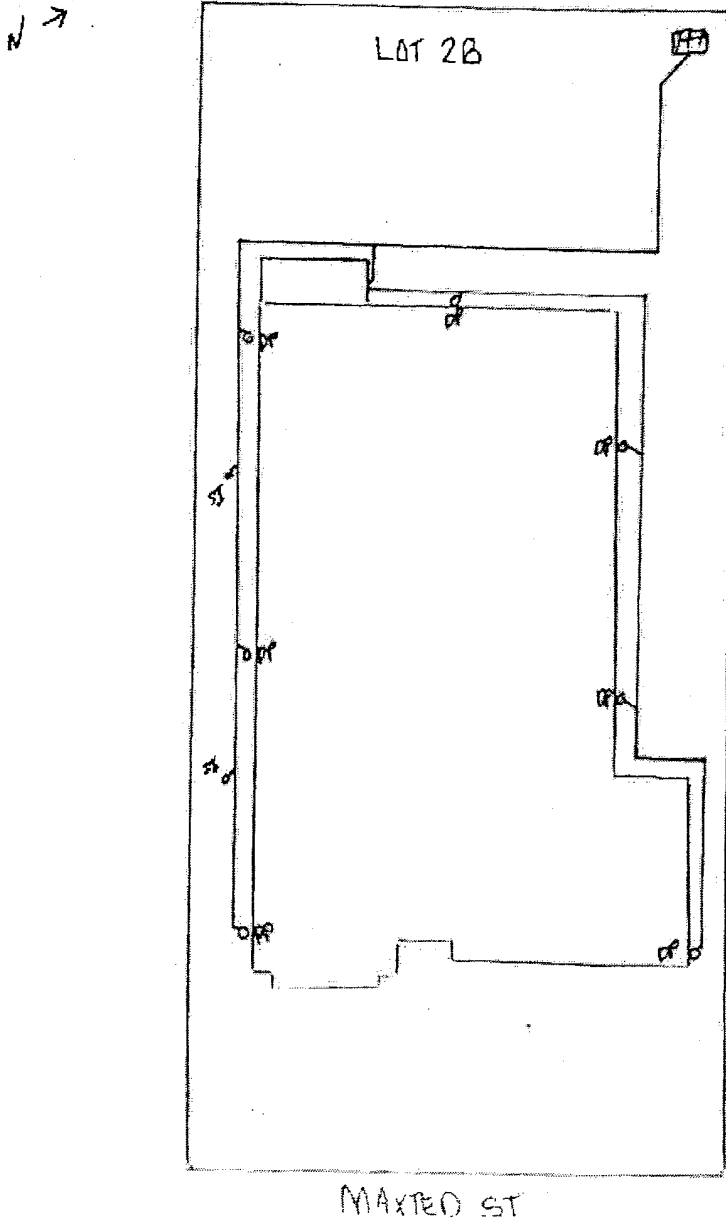
SEWER SERVICE DIAGRAM

Police No: _____ Street: MAXTED ST
 IGA: WINGECARRIBEE
 SCME: 1200
 Now: COC No: 143101010

SSSI No: _____
 Date: 19.2.19

Boundary Trap	AAV	Air Admillance Valve	BS	Sink (bar)	Chamber
Inspection Shaft	B	Basin	(...)	Trough (laundry)	Pit
Inspection Opening	Bth	Bath Waste	WC	Water Chaset	Grease Interceptor
ORG Gully	Bid	Bidet	Vert	Vertical Pipe	Pump Unit
FW	CO	Clean Out	WS	Waste Stack	OTS Onsite Treatment System
Vertical Junction	FW	Floor Waste Gully	Svp	Sewer Vent Pipe	Reflex Valve
Sloped Junction	Shr	Shower	V	Vent Pipe	Capped Point
On Back Junction	S	Sink (Kitchen)	IPMF	Induct Pipe Mica Flap	Provis. Provisional (future) drain point

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





Our Ref: DD2020/0112
Your Ref: N/A
Property No: 1813140

02 August 2019

CALDWELL MARTIN & COX
5/8-10 SOMERSET AVENUE
NARELLAN NSW 2567

Dear Sir/Madam

Re: Application for Sewer Reference Sheet and Drainage Diagram
Property: Lot 28 DP 1221206 - 27 MAXTED STREET RENWICK NSW 2575

Reference is made to your application for a sewer reference sheet and drainage diagram for the abovementioned property.

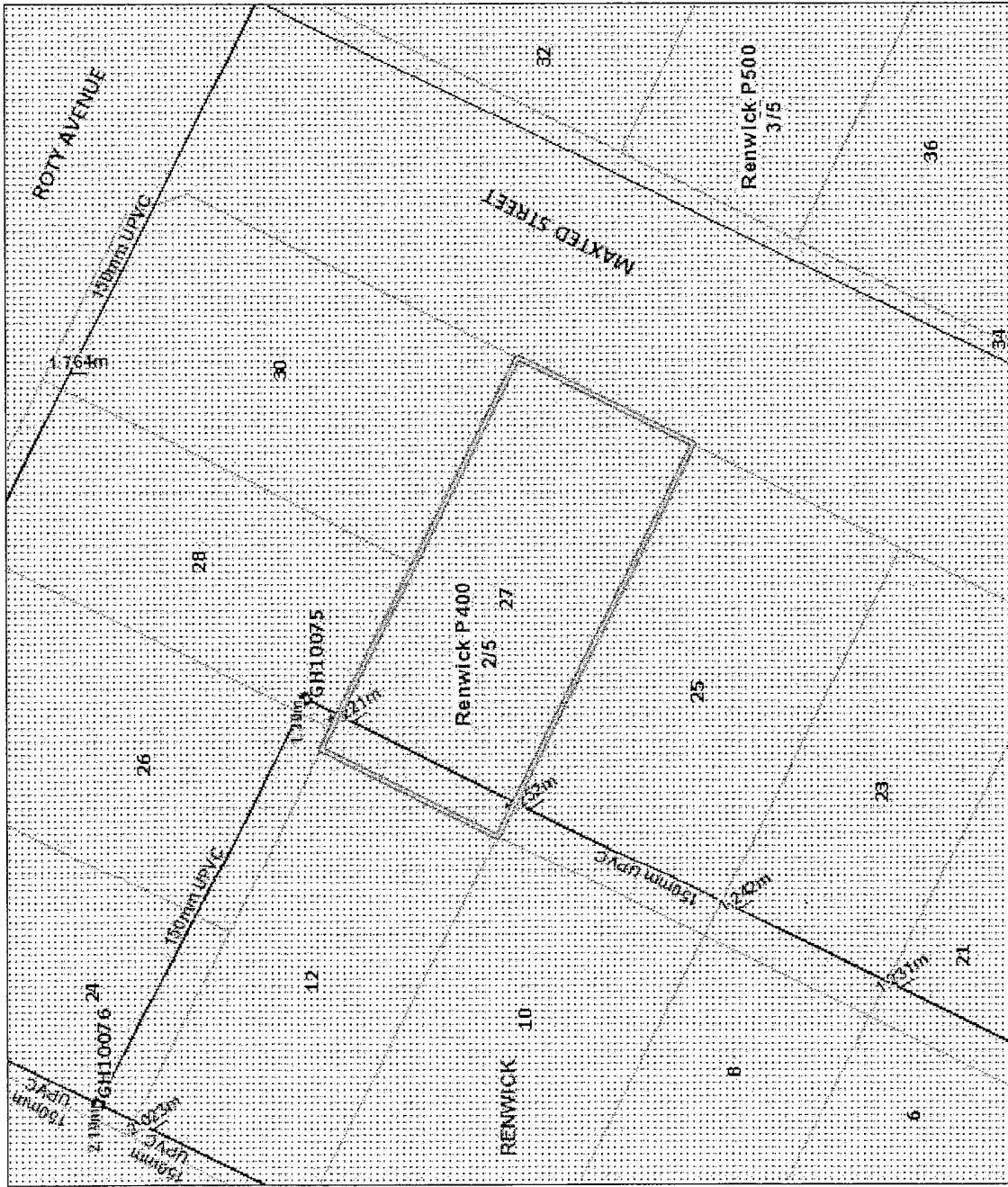
Please see enclosed sewer reference sheet, however you are advised that Council does not have any records of the house drainage.

Please note that the fee paid for the drainage diagram is a search fee, therefore no refund is applicable.

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

Yours faithfully

Planning, Development & Regulatory Services



Legend

Dialysis Patient's Properties	Private Sewer Pump Station
Maintenance Agreement Layer	DRY
Unknown/Pending	WET
Current	Private Sewer Service Line
Expired	Private Sewer Mains
Sewer Node ID Labels	Reliculation
Sewer Nodes	Rising
GENERAL NODES	Trunk
LAMP	Unknown
VENT	Localities
Sewer MH ID Labels	House Numbers
Sewer MH Depth Labels	Property Boundary
Sewer Manholes	Road Labels
Sewer Valves Labels	Council Owned Land
Sewer Valves	Crown Land
N AIR	Easement
N SCOU	Cadastre
N STOP	Boundary Corrected
Sewer Pump Stations	Null - Boundary Not Corrected
DOM	2 - Boundary Not Corrected
DRY	
WET	
Service Line Depth Labels	
Sewer Service Lines	
Sewer Main Labels	
Sewer Mains	
Reliculation	
Rising	
Trunk	
Sewer Mains - ABANDONED	
Sewer Treatment Plants	
Private Sewer Nodes	
GENERAL NODES	
LAMP	
VENT	
Private Sewer Manholes	
Private Sewer Valves	
N AIR	
N SCOU	
N STOP	

Print Time: 02/08/2019

1:539

27.4

0 13.68 27.4

Meters

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

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LIC No 28
 SUBURBS OF PENRITH
 Licence No 1131C
 Signature *[Signature]*

SEWER SERVICE DIAGRAM

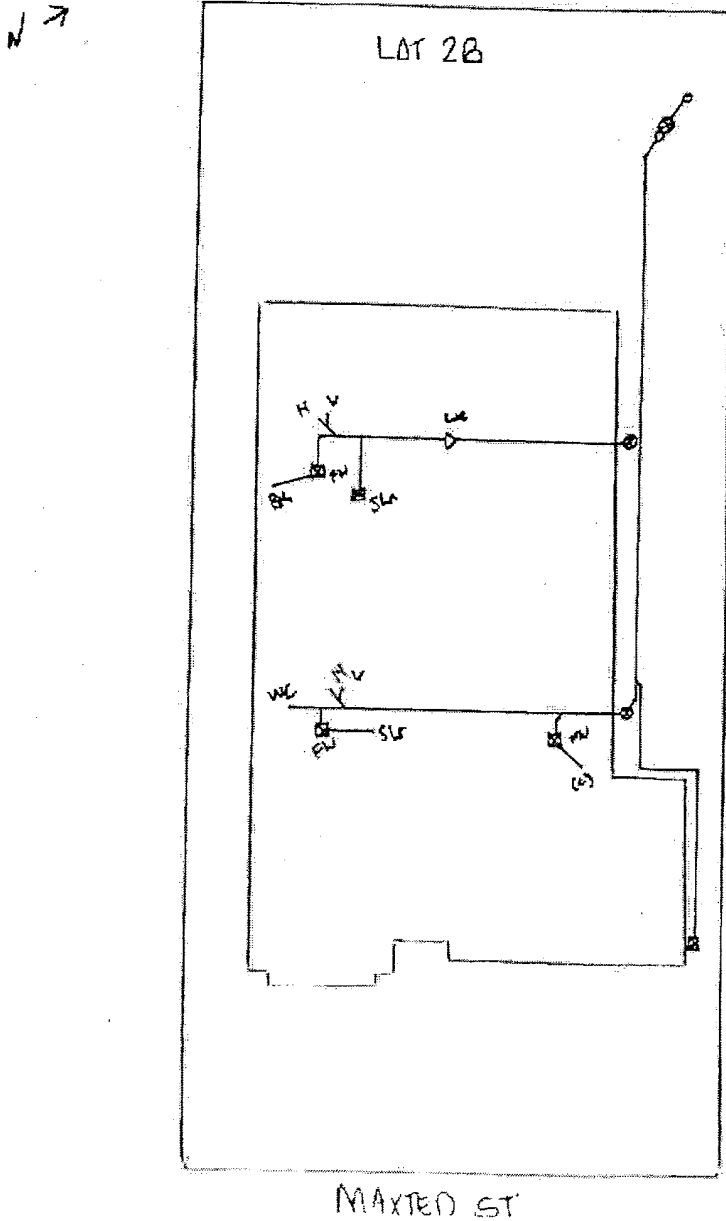
House No _____ Street MAXTED ST
 LGA WINGECARRIEBHC
 SCALE 1:200
 New CID No 1131C 7010

SSD No _____
 Date 11.2.19

Boundary Trap	AAV	Air Admittance Valve	RS	Sink (bar)	Ch	Chamber
Inspection Shaft	B	Basin	(U)	Trough (laundry)	■ Pit	Pit
Inspection Opening	Bth	Bath Waste	WC	Water Closet	G	Grease Interceptor
ORG Gully	Bid	Bidet	Ver	Vertical Pipe	•	Pump Unit
FW	CO	Clean Out	WS	Waste Stack	OTS	Onsite Treatment System
Vertical Junction	FW	Floor Waste Gully	SVP	Sewer Vent Pipe	R	Reflux Valve
Sloped Junction	Shr	Shower	V	Vent Pipe	Sealed	Capped Point
On Back Junction	S	Sink (Kitchen)	IPMF	Induct Pipe Mica Flap	Prov	Provisional (future) drain point

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Planning Certificate

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

To: CALDWELL MARTIN & COX 5/8-10 SOMERSET AVENUE NARELLAN NSW 2567	Your Ref: Fees Paid: Receipt Number:	ericah@cmcox.com.au \$ 53.00 717683
	Date of Issue:	30 July 2019

Certificate Number:	S10.7-2020/0168
This certificate relates to:	27 MAXTED STREET RENWICK NSW 2575
Legal Description:	Lot 28 DP 1221206
Property No:	1813140
Advice on this certificate:	Advice is provided under section 10.7(2): See Items 1-21

IMPORTANT: Please read this certificate carefully.

This certificate contains important information regarding the land as listed above. The information provided in this certificate is in accordance with data held by Council in its Geospatial Information System (GIS) and also Property and Rating Operating System.

Please check for any items which could be inconsistent with the proposed use or development of the land and notify Council immediately should this be the case. If there is anything in this certificate that you do not understand please contact Council's Customer Service Centre on (02) 48680888 or alternatively by email at mail@wsc.nsw.gov.au.

The information provided in this certificate relates only to the land described above. If you require information regarding adjacent or nearby land or further information regarding Councils Planning and Development Policies for the general area, please contact Council's Customer Service Centre.

All information is considered to be correct as at 30 July 2019. However, it is possible that changes may have occurred since this certificate was issued. If in doubt it is suggested that you apply for another certificate.

Part 1:

ADVICE PROVIDED UNDER SECTION 10.7(2)

Attention: The explanatory notes appearing in italic print within Part 1 are provided to assist in understanding, but do not form part of the advice provided under section 10.7(2).

1. Names of relevant planning instruments and development control plans:

- a) The name of each environmental planning instrument that applies to the carrying out of development on the land;

State Environmental Planning Policies

State Environmental Planning Policy No. 21 Caravan Parks

State Environmental Planning Policy No. 33 Hazardous and Offensive Development

State Environmental Planning Policy No. 36 Manufactured Home Estates

State Environmental Planning Policy No. 44 Koala Habitat Protection

State Environmental Planning Policy No. 50 Canal Estate Development

State Environmental Planning Policy No. 55 Remediation of Land

State Environmental Planning Policy No. 64 Advertising and Signage

State Environmental Planning Policy No. 65 Design Quality of Residential Apartment Development

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Educational Establishments and Childcare Facilities) 2017

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Rural Lands) 2008

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

- b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved)

Draft State Environmental Planning Policies

Draft SEPP 44 Koala Habitat Protection

Draft SEPP (Environment)

Draft SEPP (Mining, Petroleum Production and Extractive Industries)

Draft Local Environmental Plans

Shire wide Draft Local Environmental Plan to amend certain clauses in WLEP 2010

Nil

- c) The name of each development control plan that applies to the carrying out of development on the land

Mittagong Town Development Control Plan

2. Zoning and land use under relevant LEPs.

The *Wingecarribee Local Environmental Plan 2010* identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Advice: Refer to www.wsc.nsw.gov.au or www.legislation.nsw.gov.au website for the LEP Instrument and zoning maps.

*Advice: Schedule 1 of the *Wingecarribee Local Environmental Plan 2010* may contain additional permitted uses that apply to the site.*

• **Objectives of Zone**

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

• **Permitted without consent**

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

• **Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses;

Home industries; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Serviced apartments; Signage

- **Prohibited**

Any development not specified in 'permitted without consent' or 'permitted with consent'.

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed: YES there is a Minimum Lot Size to the lot/s, 450 m2

Critical Habitat: The land DOES NOT include or comprise critical habitat.

Conservation Area: The land IS NOT within a Conservation Area (however described).

Heritage Items: An item of environmental heritage (however described) IS situated on the land.

2A. Zoning and land use under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

The land is considered NOT to be within a zone which is prescribed under Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* and therefore the State Environmental Planning Policy as prescribed is not applicable to the land.

3. Complying Development

Note: The advice below for all Complying Development Codes, is limited to identifying whether or not the land, the subject of the certificate, is land on which complying development may be carried out because of clauses 1.1(c) to (e), 2,3 and 4, 1.18(1)(c3) and 1.19 of the Codes SEPP identify the general requirements to be classified as complying development.

Housing Code:

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Rural Housing Code:

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Housing Alterations Code:

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Low Rise Medium Density Housing Code:

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

Note: The Low Rise Medium Density Housing Code does not currently apply to land within the Wingecarribee Shire.

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Greenfield Housing Code:

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

General Development Code:

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

General Commercial and Industrial Alterations Code

Complying development under the General Commercial and Industrial Alterations Code MAY NOT be carried out on the land.

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

General Commercial and Industrial (New Buildings and Additions) Code:

Complying development under the General Commercial and Industrial (New Buildings and Additions) Code MAY NOT be carried out on the land.

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Subdivision Code:

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Demolition Code:

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

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Fire Safety Code:

Complying development under the Fire Safety Code MAY NOT be carried out on the land.

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

Container Recycling Facilities Code:

Complying development under the Container Recycling Facilities Code MAY NOT be carried out on the land.

- Unless there is an exemption pursuant to section 57(2), 57(1A) or 57(3) of the Heritage Act 1977.

The reasons why Complying Development may not be carried out are as follows:

The land is identified as an item of environmental heritage or heritage item by the *Wingecarribee Local Environmental Plan 2010*.

4B. Annual Charges under the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

5. Mine Subsidence

The land IS NOT within a proclaimed mine subsidence district within the meaning of section 15 of the *Coal Mine Subsidence Compensation Act 2017*.

6. Road Widening or re-alignment

The land IS NOT AFFECTED by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*.

The land IS NOT AFFECTED by any road widening or road re-alignment under an environmental planning instrument.

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

7. Council and other public authority policies on hazard risk restrictions.

Except as stated below, the land is not affected by a policy referred to in Item 7 of Schedule 4 of the *Environmental Planning and Assessment Regulation 2000* that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other 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.

7A. Flood related development controls information

There ARE flood related development controls on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing).

There are flood related development controls on the land or part of the land for any other purpose.

Note: Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land Reserved for acquisition

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

9. Contributions plans

The following contributions plan/s apply to the land:

Central Library

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

Roads and Traffic Facilities 2012 to 2031

Administration 2011 to 2031

Resource Recovery Centre 2009

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

9A Biodiversity Certified Land

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*.

10. Biodiversity stewardship sites

Council HAS NOT been notified by the Chief Executive of the Office of Environment and Heritage 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*.

10A. Native vegetation clearing set asides

Council HAS NOT been notified by Local Land Services (or it is registered in the public register under that section 60ZC) that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bushfire prone land

NONE of the land is bushfire prone land for the purposes of the *Environmental Planning and Assessment Act 1979*.

12. Property vegetation plans

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

13. Orders under the Trees (Disputes Between Neighbours) Act 2006

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.

14. Directions under Part 3A

The land IS NOT affected by a direction by the Minister in force under section 75P (2) (C1) of the Act. That a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (a) The land IS NOT affected by a current site compatibility certificate (of which Council is aware) issued under the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.
- (b) The land IS NOT affected by any terms of kind referred to in clause 18(2) of the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

The land IS NOT affected by a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

The land IS NOT affected by a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

18. Paper Subdivision Information

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.

19. Site Verification Certificates

The site IS NOT subject of a current site verification certificate (of which the Council is aware) in respect of the land.

20. Loose-fill asbestos insulation

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.

21. Affected building notices and building product rectification orders

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

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

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

Note:

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

Contaminated Land Management Act 1997

Note: The following matters are prescribed by 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.



For
Ann Prendergast – General Manager

 Pending

This page is a temporary placeholder for the Wingecarribee Shire Council: Section 10.7 (2) Certificate - Standard - 28/1221206 which will be removed and replaced with the certificate once available from the authority.

Ordered: 17/09/2025 09:26:32 AM

Order ID: 173333911