

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Bowral 373 Bong Bong Street, Bowral NSW 2576 Email: admin@fnbowral.com.au	Phone: 48614861
co-agent		
vendor	Dean Smith and Megan Louise Kummerow 32 Macquarie Place, Tahmoor NSW 2573	
vendor's solicitor	CVC Conveyancing Suite 12, 83-85 Railway Street, Corrimal Email: sian.davis@cvcconveyancing.com.au	Phone: 02 4226 2333 Ref: SD:S037953
date for completion	See Special Condition 44 (clause 15)	
land (address, plan details and title reference)	32 Macquarie Place, Tahmoor NSW 2573 Lot 33 in Deposited Plan 1215451 Folio Identifier 33/1215451	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☒ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☒ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: garden shed, plantation shutters		
	shelving in garage, security cameras			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

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

Choices

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

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

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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, 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 to resolve the dispute 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:

Australian Taxation Office	Local Council
County Council	Local Land Services
Department of Education	NSW Fair Trading
Department of Planning, Housing and Infrastructure	NSW Public Works
Department of Primary Industries and Regional Development	Owner of adjoining land
Electricity, gas and telecommunications	Privacy
Homes NSW	Subsidence Advisory NSW
	Transport agencies
	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. 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 Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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 20 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 Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 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
- 13.3.2 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 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

NEW SOUTH WALES

SPECIAL CONDITIONS

33. Notice to complete

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

In addition, the Purchaser shall pay the sum of \$330.00 to cover legal costs incurred by the Vendor as a consequence of service of Notice to Complete, as a genuine pre-estimate of additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

34. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

35. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to any contamination or hazardous substances.
- (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (g) The purchaser acknowledges that in entering into this agreement they are relying on their own inspections, enquiries and knowledge of the property and that they are not relying in any manner whatsoever on any warranty or representation made by or on behalf of the vendor except as expressly contained herein.

Subject to any rights of the purchaser under any legislation including but not limited to the Australian Consumer Law the purchaser must not seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

36. Late completion

36.1 In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

36.2 In addition, the Purchaser shall pay the sum of \$220.00 to cover legal costs incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

37. Agent

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

38. Deposit

38.1 The Purchaser/s must pay the full ten (10%) deposit as follows;

38.1.1 As to the sum of \$ _____ on or before the making of this Contract;

38.1.2 As to the balance of the ten 10% deposit on or before the completion date or on demand by the vendor's.

and in each respect time is essential.

38.2 The Vendor will only be entitled to make a demand for payment of the balance of the deposit if the Purchasers are in default in an essential respect of their obligations under the terms of this Contract.

38.3 If the Purchaser/s fail to provide the balance of the deposit after demand or if the Vendor's are entitled to keep or recover the deposit then the vendor's may recover the balance of the deposit as a liquidated debt.

38.4 The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors nominated Agent or Legal representative Trust Account such part of the deposit moneys as they shall require for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

- 38.5 The purchaser agrees to authorise the Agent to release the deposit to the Vendors Representative's Trust Account in the event it is required for settlement purposes of this matter via the electronic workstation.

39. Sale subject to tenancy

If this Contract indicates that the sale is subject to an existing tenancy:

- 39.1 The Vendor shall not, before completion accept any surrender of tenancy before the expiry of the Residential and or Commercial Tenancy Agreement.
- 39.2 The Purchaser is not entitled to object, make any claim, or to terminate or rescind because any one or more of the tenants shall vacate the premises occupied by them at the date of this Contract before completion:
- 39.2.1 On expiry of the Residential and/or Commercial Tenancy Agreement;
- 39.2.2 Following lawful termination of the tenancy by the tenant or by the Vendor with the Purchaser's consent;
- 39.2.3 By abandoning the premises in repudiation of the lease.

40. Further amendments

- (i) Clause 4.2 is deleted
- (ii) Clause 7.1.1 is deleted.
- (iii) Clause 14.4.2 is deleted
- (iv) Clause 20.13 is deleted
- (v) Clause 23.6.1 is amended by replacing "vendor" with "purchaser".
- (vi) Clause 23.7 is deleted
- (vii) Clause 24.3.3 is deleted
- (viii) Clause 25.1.1 is amended by deleting the words "limited"
- (ix) In addition to the terms of Clause 18, should the purchaser accept access or occupation of the property prior to completion, the purchaser acknowledges that they accept the property in its present state of repair and condition. Other than as permitted by any applicable law including the Australian Consumer Law, the purchaser cannot make a claim, requisition or delay settlement after entering into possession of the property.

41. Notice of Service

- 41.1 Notwithstanding any other provision of this Contract any document or notice is served on a party if an electronic copy of the document or notice is transmitted to the email address of that parties Solicitor or Conveyancer.
- 41.2 The electronic address of a party's Solicitor or Conveyancing is any email address published or displayed on letterhead and email communications sent by that Solicitor or Conveyancer to the other party's Solicitor during the course of the transaction the subject of this Contract.
- 41.3 Such service shall be taken to have been delivered in accordance with the terms of *Electronic Transaction Act 2000* Schedule 1 Clause 13.

42. E - Contract

42.1 Electronic execution and consents under Electronic Transactions Act 2000 (NSW)

- (a) Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.
- (b) Clause 42.2 does not apply if this contract is exchanged in customary paper form.

42.2 Dispensing with counterparts

The parties to this contract agree that, despite any custom, practise or code otherwise followed in respect of contracts for the sale of land, this contract:

- (a) is made on its execution by all parties to it;
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

42.3 Vendor may require a paper form contract

- (a) The vendor may require by notice to the purchaser that the purchaser sign a customary paper form contract on substantially the same terms as this contract (**Paper Contract**).
- (b) If the vendor serve a notice pursuant to clause 42.3(a), the purchaser must sign and deliver to the vendor's and developer's solicitor (if any) the customary paper form contract.
- (c) If the purchaser does not comply with clause 42.3(b), then the purchaser appoints the vendor and the developer (jointly and severally) as its attorney to comply with that clause.
- (d) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the contract in paper form, and confirm that they intend to be and will be bound by the contract on the date of this document.

42.4 Signing Pages and consents under Electronic Transactions Act 2000

Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.

Purchaser (individual)

The purchaser acknowledges that, before signing this contract, it reviewed and confirmed the contract terms. It also ensured, or required it be ensured, that the viewing resolution of the device on which the purchaser read this contract was adjusted to enable all words in the prescribed notices of the Printed Conditions to be displayed in at least 14 point font.

- 43.** The attached Directors Guarantee is to be entered into in the event that the Purchaser Entity is a Company

44. Completion

Completion is to be effected sixteen (16) weeks after the date of this Contract or earlier on two (2) weeks' notice in writing by the vendor to the purchaser or their representative provided the amended completion date falls no earlier than a period of forty two (42) days from the date of the Contract.

DIRECTOR'S GUARANTEE

Purchaser: **ACN**
(hereinafter called the "Purchasing Company")

Property 32 Macquarie Place, Tahmoor NSW 2573 being of the land comprised in folio identifier **33/1215451**

I/we
(hereinafter called the "Guarantors") being Director(s) of the Purchasing Company in consideration of Dean Smith and Megan Louise Kummerow (hereinafter called the "Vendor") at my/our request agreeing to sell the property described in this Contract to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by the Purchasing Company of **ALL THE TERMS AND CONDITIONS** of the within Contract and do further **COVENANT AND AGREE THAT I/WE WILL INDEMNIFY** and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract or as a result of the termination of the Contract.

The Guarantors acknowledge prior to the execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and conditions of the Contract for Sale in its entirety.

Executed as a **DEED** this day of
SIGNED SEALED AND DELIVERED

by

in the presence of:

.....
Witness (sign)

.....
Guarantor & Director

.....
Name (print)

.....
Name (print)

.....
Address

SIGNED SEALED AND DELIVERED

by

in the presence of:

.....
Witness (sign)

.....
Guarantor & Director

.....
Name (print)

.....
Name (print)

.....
Address

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser: Details are as per the dated Contract for Sale.

Property:

Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

- 19.
- (a) 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? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?

- (c) Do any service connections for any other property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:

- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
- (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
- (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
- (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 33/1215451

SEARCH DATE	TIME	EDITION NO	DATE
24/6/2026	8:22 PM	4	26/6/2023

LAND

LOT 33 IN DEPOSITED PLAN 1215451
AT TAHMOOR
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF COURIDJAH COUNTY OF CAMDEN
TITLE DIAGRAM DP1215451

FIRST SCHEDULE

DEAN SMITH
MEGAN LOUISE KUMMEROW
AS JOINT TENANTS (T AT205560)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 N392561 COVENANT
- 3 DP1215451 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1215451 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1215451 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE
S.88B INSTRUMENT
- 6 DP1215451 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 7 DP1215451 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 8 AT205561 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 24/6/2026

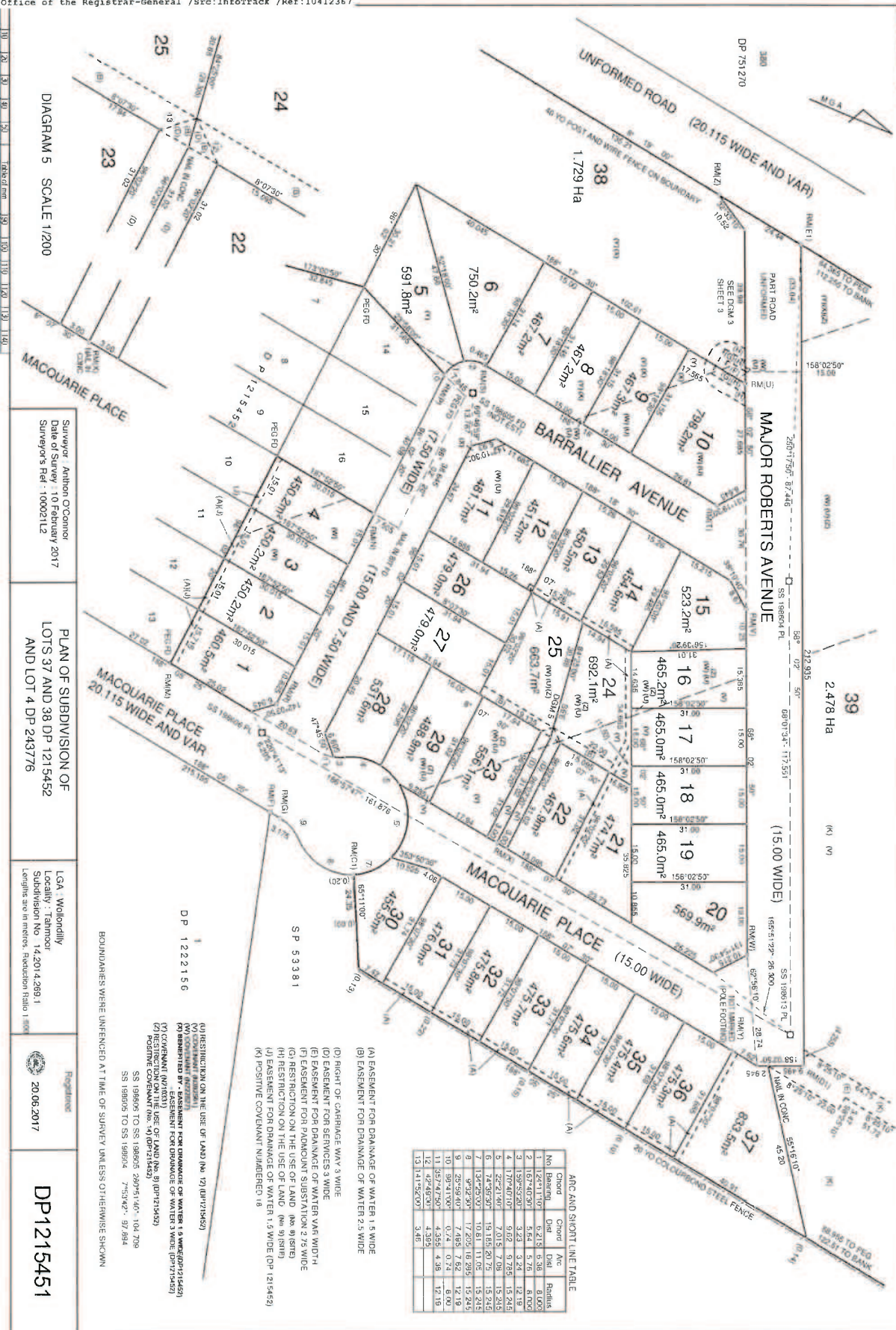


DIAGRAM 5 SCALE 1/200

Surveyor : Anthon O'Connor
Date of Survey : 10 February 2017
Surveyor's Ref : 100021L2

PLAN OF SUBDIVISION OF
LOTS 37 AND 38 DP 1215455
AND LOT 4 DP 243776

LGA : Wollondilly
Locality : Tahmoor
Subdivision No 14.2014.269.1
Lengths are in metres. Reduction Ratio 1:500

Regidur

20.06.2017

DP1215451

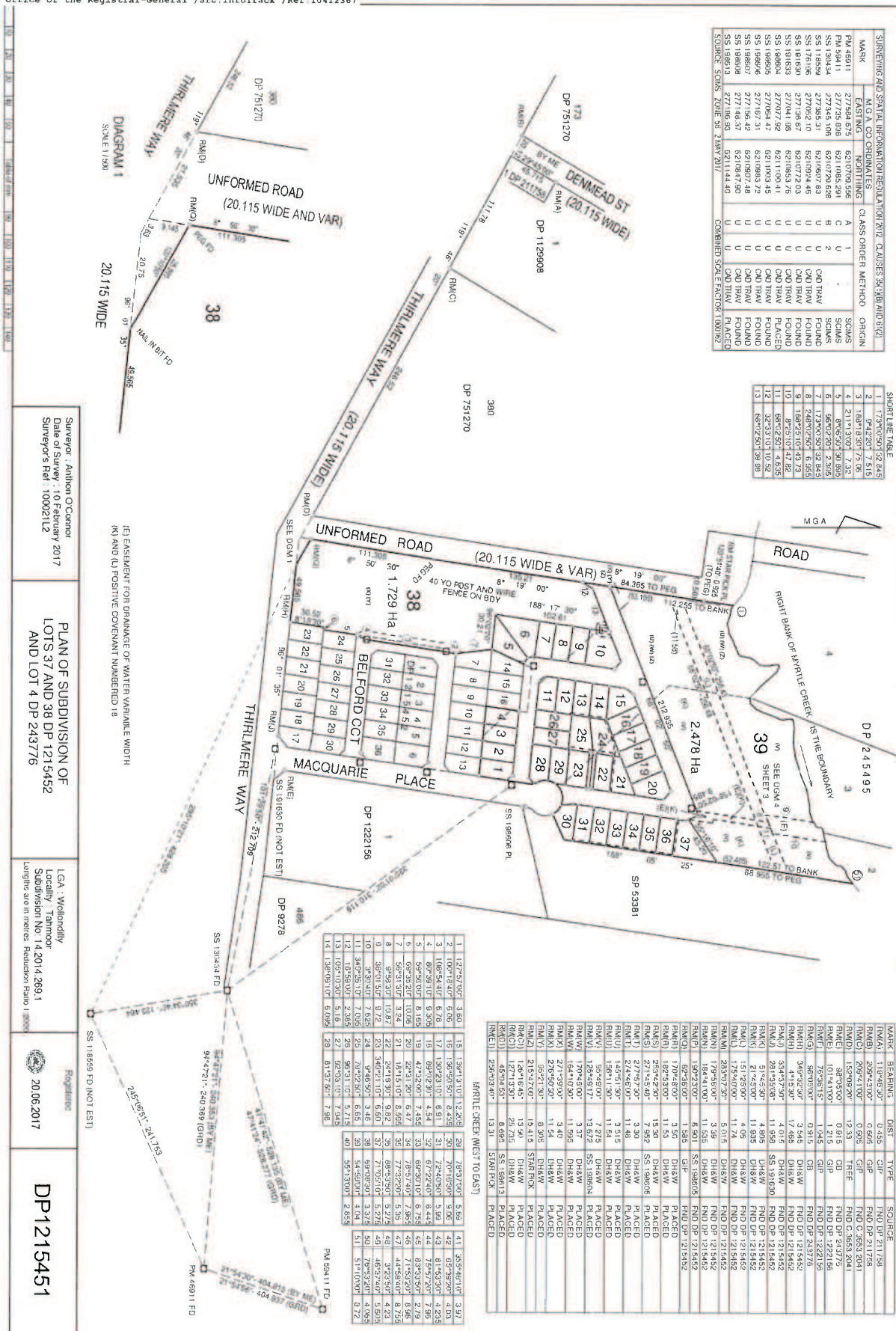
ARC AND SIGHT IN TABLE		ARC AND SIGHT IN TABLE	
No. Bearing	Chord	Dist	Angle
1	124° 11' 10"	6.215	5.36
2	166° 52' 30"	5.654	5.76
3	159° 53' 20"	3.253	3.24
4	170° 41' 10"	6.652	5.785
5	2° 21' 40"	7.015	7.08
6	74° 25' 30"	19.185	20.75
7	134° 25' 30"	10.81	11.05
8	9° 32' 30"	17.285	16.295
9	25° 58' 30"	7.485	7.62
10	35° 41' 40"	0.74	0.74
11	59° 7' 10"	4.355	4.36
12	42° 45' 30"	4.395	
13	141° 52' 00"	3.46	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 2 of 3 sheets

1	175°00'50"	32.845
2	5°42'20"	7.515
3	185°18'30"	75.06
4	21°13'00"	7.32
5	8°06'30"	30.894
6	96°02'20"	2.305
7	17°00'50"	32.845
8	246°02'50"	6.955
9	165°25'10"	43.73
10	8°25'10"	47.82
11	68°02'50"	4.635
12	32°33'10"	10.52
13	68°02'50"	39.98

MARK	DIST	TYPE	SOURCE
FM1A	11946.30	0.455	FND DP 217.55
FM1B	20943.00	0.605	FND DP 217.65
FM1C	27924.00	0.905	FND DP 217.65
FM1D	10.30	0.05	FND 555.524
FM1E	10.30	0.05	FND 555.524
FM1F	101.4100	1.215	FND DP 1221.55
FM1G	7528.15	1.045	FND DP 217.55
FM1H	38705.00	0.815	OB
FM1I	3462.30	3.545	DHWM
FM1J	12.30	1.925	FND DP 1215.55
FM1K	3344.35	0.05	FND DP 1215.55
FM1L	20125.00	1.985	FND DP 1215.55
FM1M	51425.30	4.805	DHWM
FM1N	21742.00	11.935	FND DP 1215.55
FM1O	15128.00	9.05	DHWM
FM1P	15128.00	9.05	FND DP 1215.55
FM1Q	29337.00	6.015	FND DP 1215.55
FM1R	194.4100	11.555	DHWM
FM1S	190723.00	6.501	FND DP 1215.55
FM1T	62735.00	1.585	FND DP 1215.55
FM1U	16735.00	3.55	DHWM
FM1V	15851.30	1.155	DHWM
FM1W	35542.00	15.30	DHWM
FM1X	27745.00	7.992	SS 1360.65
FM1Y	27745.00	3.30	DHWM
FM1Z	27446.00	11.48	DHWM
FM2A	15851.30	1.155	DHWM
FM2B	15851.30	1.155	DHWM
FM2C	35542.00	7.275	DHWM
FM2D	170945.00	3.637	SS 1366.64
FM2E	16410.30	11.995	DHWM
FM2F	27175.00	3.45	DHWM
FM2G	27175.00	3.45	DHWM
FM2H	3521.30	0.25	DHWM
FM2I	215.1635	15.415	STR FNDX
FM2J	12713.30	29.775	DHWM
FM2K	45545.00	6.655	SS 1369.13
FM2L	22975.00	19.31	STR FNDX



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 streets

DIAGRAM 2 SCALE 1/1000



SS 198605 TO SS 198606 100°51'42" - 104°09'
 SS 198606 TO SS 198607 83°08'05" - 100°54'
 SS 191633 TO SS 198608 8°04'37" - 71°41'6"
 SS 191633 TO SS 198609 8°54'15" - 79°39'2"
 SS 191630 TO SS 198605 8°46'02" - 76°77'6"
 SS 198608 TO SS 198607 7°41'34" - 60°11'8"
 SS 198607 TO SS 198606 8°07'48" - 77°00'
 RMA(1) 12°28'23" - 8°09'59" SS 191633 PL
 RMA(1) 20°42'09" - 9°29'22" SS 191633 PL

ARC AND SHORT LINE TABLE			
No	Bearing	Dist	Radius
1	142°03'50"	5.945	
2	142°03'50"	5.945	
3	142°03'50"	5.945	
4	142°03'50"	5.945	
5	142°03'50"	5.945	

(C) PUBLIC ACCESS EASEMENT 7.5 WIDE (DP 12125452)
 (E) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 (F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 (G) RESTRICTION ON THE USE OF LAND NUMBERED 8 (GTR)
 (H) RESTRICTION ON THE USE OF LAND NUMBERED 9 (GTR)
 (I) AND (L) POSITIVE COVENANT NUMBERED 18

Surveyor: Anthony O'Connell
 Date of Survey: 10 February 2017
 Surveyors Ref: 10002112

PLAN OF SUBDIVISION OF
 LOTS 37 AND 38 DP 1215452
 AND LOT 4 DP 243776

LCA: Wollondilly
 Locality: Tamoor
 Subdivision No 14.2014.269.1
 Landings are proposed. Precedent Status As Shown

Prepared:
 20.06.2017

DP1215451

DIAGRAM 4
 SCALE 1/600

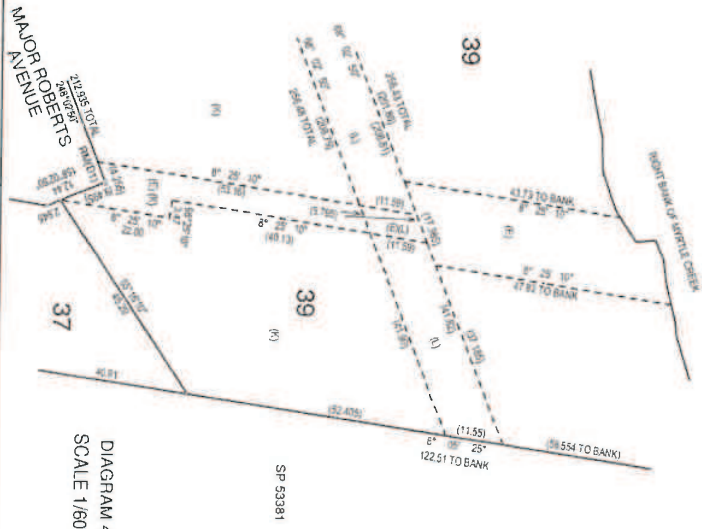
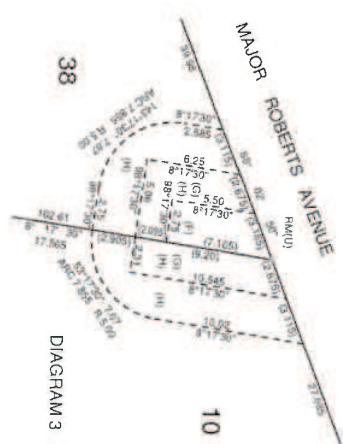


DIAGRAM 3 SCALE 1/200



DP1215451

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  20.06.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only DP1215451
PLAN OF SUBDIVISION OF LOTS 37 AND 38 DP 1215452 AND LOT 4 DP 243776	LGA : WOLLONDILLY Locality : TAHMOOR Parish : COURIDJAH ☒ H County : CAMDEN
Crown Lands NSW/Western Lands Office Approval (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: _____	Survey Certificate I, Anthon Lawrence O'Connor of Robert Moore and Associates Pty Limited 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 2012</i>, is accurate and the survey was completed on 10 February 2017 *(b) The part of the land shown in the plan (*being/*excluding ^
Subdivision Certificate <i>Stephen Gardiner</i> I, <i>Stephen Gardiner</i> 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: <i>[Signature]</i> Accreditation number: _____ Consent Authority: Wollondilly Shire Council Date of endorsement: <i>16 May 2017</i> Subdivision Certificate number: <i>14-2014-269.1</i> File number: <i>10-2014-269.1 PA</i> *Strike through if inapplicable	was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on _____ the part not surveyed was compiled in accordance with that Regulation *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature: <i>[Signature]</i> Dated: <i>10/2/2017</i> Surveyor ID: 4141 Datum Line: PM 46911 to SS 130434 Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous *Strike through if inapplicable *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads create public reserves and drainage reserves acquire/resume land. It is intended to dedicate Major Roberts Avenue, Barrallier Avenue and the Part of Macquarie Place shown 15.0 wide on the plan to the Public as Public Road.	Plans used in the preparation of survey/compilation DP 211758 DP 243776 DP 793897 DP 1051285 DP 1222156 DP 1215452 If space is insufficient continue on PLAN FORM 6A
Signatures Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference : 100021L2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  20.06.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOTS 37 AND 38 DP 1215452
AND LOT 4 DP 243776

DP1215451

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets

Subdivision Certificate number: 14-2014-269-1

Date of Endorsement: 16 May 2017

Lot	Str No	Street Name	Street Type	Locality	Lot	Str No	Street Name	Street Type	Locality
1	1	Barrallier	Avenue	Tahmoor	20	34	Major Roberts	Avenue	Tahmoor
2	3	Barrallier	Avenue	Tahmoor	21	25	Macquarie	Place	Tahmoor
3	5	Barrallier	Avenue	Tahmoor	22	23	Macquarie	Place	Tahmoor
4	7	Barrallier	Avenue	Tahmoor	23	17	Macquarie	Place	Tahmoor
5	15	Barrallier	Avenue	Tahmoor	24	21	Macquarie	Place	Tahmoor
6	17	Barrallier	Avenue	Tahmoor	25	19	Macquarie	Place	Tahmoor
7	19	Barrallier	Avenue	Tahmoor	26	6	Barrallier	Avenue	Tahmoor
8	21	Barrallier	Avenue	Tahmoor	27	4	Barrallier	Avenue	Tahmoor
9	23	Barrallier	Avenue	Tahmoor	28	13	Macquarie	Place	Tahmoor
10	25	Barrallier	Avenue	Tahmoor	29	15	Macquarie	Place	Tahmoor
11	8	Barrallier	Avenue	Tahmoor	30	26	Macquarie	Place	Tahmoor
12	10	Barrallier	Avenue	Tahmoor	31	28	Macquarie	Place	Tahmoor
13	12	Barrallier	Avenue	Tahmoor	32	30	Macquarie	Place	Tahmoor
14	14	Barrallier	Avenue	Tahmoor	33	32	Macquarie	Place	Tahmoor
15	16	Barrallier	Avenue	Tahmoor	34	34	Macquarie	Place	Tahmoor
16	26	Major Roberts	Avenue	Tahmoor	35	36	Macquarie	Place	Tahmoor
17	28	Major Roberts	Avenue	Tahmoor	36	38	Macquarie	Place	Tahmoor
18	30	Major Roberts	Avenue	Tahmoor	37	40	Macquarie	Place	Tahmoor
19	32	Major Roberts	Avenue	Tahmoor	38	N/A	N/A	N/A	Tahmoor
					39	N/A	N/A	N/A	Tahmoor

Director
John Edward Baxter

Abax Contracting Pty Limited (ACN 001 472 055)

Director
Marilyn Helena Baxter

If space is insufficient use additional annexure sheet

Surveyor's Reference : 100021L2

Er.

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  20.06.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOTS 37 AND 38 DP 1215452
AND LOT 4 DP 243776

DP1215451

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2014.269.1

Date of Endorsement: 16 May 2017

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create :

1. Easement for Drainage of Water Variable Width (E)
2. Easement for Drainage of Water 1.5 Wide (A)
3. Right of Carriageway 3 Wide (D)
4. Easement for Services 3 Wide (D)
5. Restriction on the Use of Land
6. Positive Covenant
7. Easement for Padmount Substation 2.75 Wide (F)
8. Restriction on the Use of Land (G)
9. Restriction on the Use of Land (H)
10. Restriction on the Use of Land
11. Restriction on the Use of Land
12. Restriction on the Use of Land
13. Restriction on the Use of Land
14. Positive Covenant
15. Easement for Drainage of Water 2.5 Wide (B)
16. Positive Covenant
17. Restriction on the Use of Land
18. Positive Covenant

And it is Intended to release :

1. Public Access Easement 7.5 Wide Created by DP 1215452


John Edward Baxter


Marilyn Helena Baxter

Handwritten notes:
Dugan
Dugan
day of May 2017
17th
Signed at the
Bank of Australia A.C.N. 123 123 124 by its
Duly appointed Attorney under Power of Attorney
Book 4548 No. 4548
Witness
ANKE AGARWAL

If space is insufficient use additional annexure sheet

Surveyor's Reference : 100021L2

Handwritten initials

ePlan

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

Sheet 1 of 9 Sheets

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and Lot 4 DP 243776

Covered by Subdivision Certificate

No. ~~14-2014-269-1~~

Of 16.05.2017

Full Name and Address
of the Owners of the Land

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited
(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

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 Drainage of Water Variable Width (E)	39	Wollondilly Shire Council
2.	Easement for Drainage of Water 1.5 Wide (A)	1 2 3 12 13 14 21 24 31 32 33 34 35 36 37	2, 3 and 4 3 and 4 4 26 12 and 26 12, 13 and 26 12, 13, 14, 24, 25, 26 and 27 12, 13, 14, 25, 26 and 27 30 30 and 31 30 to 32 Inclusive 30 to 33 Inclusive 30 to 34 Inclusive 30 to 35 Inclusive 30 to 36 Inclusive
3.	Right of Carriageway 3.0 Wide (D)	24 25	25 24
4.	Easement for Services 3.0 Wide (D)	24 25	25 24
5.	Restriction on the Use of Land	1 and 10	Wollondilly Shire Council
6.	Positive Covenant	All Lots except Lots 38 and 39	Wollondilly Shire Council
7.	Easement for Padmount Substation 2.75 Wide (F)	38	Endeavour Energy

Approved by
Wollondilly Shire Council


Authorised Officer

ePlan

Sheet 2 of 9 Sheets

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
 Lot 4 DP 243776

Covered by Subdivision Certificate

No. ~~14.2014.269.1~~

Of 16.05.2017

John Edward Baxter and Marilyn Helena Baxter
 and Abax Contracting Pty Limited

(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

**Full Name and Address
 of the Owners of the Land**

Part 1(Creation)

Number of Item Shown In The Intention Panel On The Plan	Identity of Easement, Profit à Prendre To Be Released and Referred To In The Plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), Road(s), Bodies or Prescribed Authorities
8.	Restriction on the Use of Land (G)	10 and 38	Endeavour Energy
9.	Restriction on the Use of Land (H)	10 and 38	Endeavour Energy
10.	Restriction on the Use of Land	Each Lot except Lots 38 and 39	Every Other Lot except Lots 38 and 39
11.	Restriction on the Use of Land	1 to 37 Inclusive	Wollondilly Shire Council
12.	Restriction on the Use of Land	1	Wollondilly Shire Council
13.	Restriction on the Use of Land	10	Wollondilly Shire Council
14.	Positive Covenant	1, 10, 11, 15, 20 28 and 36	Wollondilly Shire Council
15.	Easement for Drainage of water 2.5 Wide (B)	24 25	25 and 27 27
16.	Positive Covenant	24 and 25	Wollondilly Shire Council
17.	Restriction on the Use of Land	24 and 25	Wollondilly Shire Council
18.	Positive Covenant	39	Wollondilly Shire Council

Approved by
 Wollondilly Shire Council


 Authorised Officer

ePlan

Sheet 3 of 9 Sheets

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
Lot 4 DP 243776

Covered by Subdivision Certificate

No. ~~14~~ 2014-269.1

Of 16.05.2017

**Full Name and Address
of the Owners of the Land**

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited

(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

Part 1(A) Release

Number of Item Shown In The Intention Panel On The Plan	Identity of Easement, Profit à Prendre To Be Released and Referred To In The Plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), Road(s), Bodies or Prescribed Authorities
1.	Public Access Easement 7.5 Wide Created by DP 1215452	38/1215452	Wollondilly Shire Council

Part 2 (Terms)

**Terms of Restriction on the Use of Land Fifthly Referred to in the Abovementioned
Plan**

Vehicular access to any part of any of the lots hereby burdened is restricted to Barrallier
Avenue only.

Terms of Positive Covenant Sixthly Referred to in the Abovementioned Plan

The registered proprietor of the lots hereby burdened will maintain at the sole expense of the
registered proprietor the whole of their lot as an inner protection area (IPA) 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".

**Terms of Easement for Padmount Substation 2.75 Wide Seventhly Referred to in the
Abovementioned Plan**

The terms set out in Memorandum Number AK104621 registered at Land and Property
Information NSW are incorporated in this document.

Approved by
Wollondilly Shire Council


Authorised Officer

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
Lot 4 DP 243776

Covered by Subdivision Certificate

No. ~~14~~ - 2014 - 269 - 1

Of 16.05.2017

Full Name and Address
of the Owners of the Land

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited

(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

Terms of Restriction on the Use of Land Eighthly Referred to in the Abovementioned 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.

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 Endeavour Energy'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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 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 Endeavour Energy.

Approved by
Wollondilly Shire Council


Authorised Officer

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
Lot 4 DP 243776

Covered by Subdivision Certificate

No. ~~14.2014.269.1~~

Of 16.05.2017

Full Name and Address
of the Owners of the Land

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited

(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

Terms of Restriction on the Use of Land Ninthly Referred to in the Abovementioned 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.

3.0 Lessee of Endeavour Energy's 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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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 Endeavour Energy.

Terms of Restriction on the Use of Land Tenthly Referred to in the Abovementioned Plan

That for the benefit of any adjoining lots owned by Abax Contracting Pty Ltd but only during the ownership thereof by Abax Contracting Pty Ltd, their successors and assigns other than purchasers on sale, no fences shall be erected on the lots hereby burdened to divide the same from such adjoining lots without the consent of Abax Contracting Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Abax Contracting Pty Ltd and in favour of any person dealing with the transferee from Abax Contracting Pty Ltd such consent shall be deemed to have been given in respect to every such fence for the time being erected.

Approved by
Wollondilly Shire Council


Authorised Officer

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
Lot 4 DP 243776

Covered by Subdivision Certificate

No. *14-2014-269-1*

Of 16.05.2017

**Full Name and Address
of the Owners of the Land**

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited

(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

**Terms of Restriction on the Use of Land Eleventhly Referred to in the
Abovementioned Plan**

Any dwelling constructed on any of the lots hereby burdened must contain a slab using Class 32 (N32) concrete or sulphate resistant type SR cement with a cement ratio of 0.5 or in accordance with the salinity assessment report prepared by Martens Consulting Engineers, P1304059JR01V01, dated December 2013.

**Terms of Restriction on the Use of Land Twelfthly Referred to in the Abovementioned
Plan**

Vehicular access to the lots hereby burdened is limited to the western side of the frontage to Barrallier Avenue, no closer than 1 metre to the boundary.

**Terms of Restriction on the Use of Land Thirteenthly Referred to in the
Abovementioned Plan**

Vehicular access to the lots hereby burdened is limited to the southern side of the frontage to Barrallier Avenue, no closer than 1 metre to the boundary.

Terms of Positive Covenant Fourteenthly Referred to in the Abovementioned Plan

Front fencing for the lots hereby burdened shall be a maximum of 1.2 metres high above the existing ground level and shall be an open style incorporating pickets, slats, palings or the like, or lattice style panels with a minimum aperture of 25mm. This style of fencing is to be continued along the secondary street frontages to at least 4 metres behind the building line of the dwelling.

Terms of Positive Covenant Sixteenthly Referred to in the Abovementioned Plan

The registered proprietor of the Lots hereby burdened will, in respect of the area between the formed driveway with in the Right of Carriageway and the boundary of the Right of Carriageway, ensure that this area is permanently maintained as a mulched garden bed planted with a suitable combination of trees and shrubs so as to screen views of any boundary fences. This landscaping is to be planted prior to the release of an Occupation Certificate for any dwelling approved on the Lot burdened, and is to be provided with an automated watering system.

Approved by
Wollondilly Shire Council


Authorised Officer

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
Lot 4 DP 243776

Covered by Subdivision Certificate

No. **14-2014-269.1**

Of 16.05.2017

**Full Name and Address
of the Owners of the Land**

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited

(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

**Terms of Restriction on the Use of Land Seventeenthly Referred to in the
Abovementioned Plan**

Vehicular access to and egress from the Lots hereby burdened shall be in a forward
direction only.

Terms of Positive Covenant Eighteenthly Referred to in the Abovementioned Plan

The registered proprietor of the lot hereby burdened will maintain at the sole expense of the
registered proprietor the whole of the area delineated (K) on the Plan as an Inner Protection
Area and the whole of the area delineated (L) on the Plan as an outer protection area 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 Empowered to Release, Vary or Modify the Easements Firstly,
Secondly and Fifteenthly, Restrictions on the Use of Land Fifthly, Eleventhly,
Twelfthly, Thirteenthly and Seventeenthly and the Positive Covenants Sixthly,
Fourteenthly, sixteenthly and Eighteenthly Referred to in the Abovementioned Plan.**

Wollondilly Shire Council

**Name of Authority Empowered to Release, Vary or Modify the Easement Seventhly
and the Restrictions on the Use of Land Eighthly and Ninthly Referred to in the
Abovementioned Plan.**

Endeavour Energy

**Name of Authority Empowered to Release, Vary or Modify the Restriction on the Use
of Land Tenthly Referred to in the Abovementioned Plan.**

Abax Contracting Pty Ltd, for as long as it remains the proprietor of one or more of the lots
benefited, thereafter the proprietors of all of the lots benefited.

Approved by
Wollondilly Shire Council


Authorised Officer

ePlan
Sheet 8 of 9 Sheets

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
Lot 4 DP 243776

Covered by Subdivision Certificate
No. **14-2014-269-1**
Of 16.05.2017

Full Name and Address
of the Owners of the Land

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited
(ACN 001 472 055)
PO Box 215
Toongabbie NSW 2146

Signed in my presence by John Edward Baxter and Marilyn Helena Baxter who are
personally known to me

Registered Proprietor

JOHN EDWARD BAXTER

Name, Address and Occupation of Witness

JEFFREY HAZELL

Registered Proprietor

MARILYN HELENA BAXTER

6 ROBINSON PLACE

BAULKHAM HILLS 2153

Signature of Witness

ACCOUNTANT

Executed on behalf of Abax Contracting Pty Limited (ACN 001 472 055) pursuant to the
authority conferred by Section 127 of the Corporations Act

Director

JOHN EDWARD BAXTER

Secretary

JEFFREY HAZELL

MORTGAGES: AM 308177
AM 308178
AE 493907
AE 493934

Dwadelee
DOUG WADDELEE

Signed at **PARRAMATTA** the

17TH day of **MAY 2017**

For Commonwealth

Bank of Australia A.C.N. 123 123 124 by its
Duly appointed Attorney under Power of Attorney

Book **4548** No. **797**
Witness

ANKIT AGARWAL

Approved by
Wollondilly Shire Council

Authorised Officer

ePlan

Sheet 9 of 9 Sheets

Plan: **DP1215451**

Subdivision of Lots 37 and 38 DP 1215452 and
Lot 4 DP 243776

Covered by Subdivision Certificate

No. 14.2014.269.1

Of 16.05.2017

Full Name and Address
of the Owners of the Land

John Edward Baxter and Marilyn Helena Baxter
and Abax Contracting Pty Limited

(ACN 001 472 055)

PO Box 215

Toongabbie NSW 2146

Signed on behalf of Endeavour Energy 59 253 130 878

By its Attorney Pursuant to Power of Attorney

Book ~~4640~~ No ~~572~~ in the presence of:

RJD 4705 566
Ian D. Cousin
Signature of Witness

RJDowds
Signature of Attorney

Rob Dowds
Name

IAN STEWART COUSIN
Name of Witness
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood 3118

Acting Manager Property & Fleet
Position

12th April 2017
Date of Execution

URS 17490
Reference

S.378

Wollondilly Council by its authorised delegate pursuant to ~~578~~ Local Government Act 1993

AA
Signature of Delegate

Stephen Gardiner
Name of Delegate

Lea Prosser
Signature of Witness

Lea Prosser
Name of Witness

62-64 Menangle St
Pictou 2571
Address of Witness

REGISTERED



20.06.2017

Approved by
Wollondilly Shire Council

AA
Authorised Officer



No. N392561



OFFICE USE ONLY.

208
Lodgment
Endorsement

R.P. 13A

754

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

I, **BOWER PROPERTIES PTY LIMITED** of
433 DARLING STREET, BALMAIN

This form may be used where new restrictive covenants are imposed or amendments created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

• Less estate, strike out "in simple" and interline the required alteration.

(herein called transferor)
being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of
SEVENTEEN THOUSAND DOLLARS
(\$17,000.00) (the receipt whereof is hereby acknowledged) paid to Transferor by

MILLECK PROPERTIES PTY LIMITED a company duly incorporated in the State of New South Wales and having its registered office at 109 Pitt Street Sydney in the State of New South Wales

do hereby transfer to

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

MILLECK PROPERTIES PTY LIMITED of
109 Pitt Street, Sydney

(herein called transferee)

• description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 7") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 7").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CAMDEN	COURIDJAH	WHOLE	11999	168	

40154E

And the transfereesXXXXXXXXXXXXXXXXXXXX

For themselves and their assigns for the benefit of the adjoining land being Lots 3 and 5 shown in Deposited Plan No. 243776 but only during the ownership thereof by the Transferor its executors, administrators and assigns other than purchasers on sole HEREBY COVENANTS with the Transferor its executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferors their executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its executors administrators and assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY AGREED AND DECLARED THAT:

- (a) The land to which the benefit of the above covenant is intended to be appurtenant is Lots 3 and 5 in Deposited Plan No. 243776 adjoining the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenant is the land hereby transferred.
- (c) The above covenant may be released, varied or modified with the consent of the transferor its executors, administrators or assigns.

d Strike out if unnecessary
suitably adjust.
(i) if any statements are to
be varied or any
exceptions to be made:
or
(ii) if the statutory coven-
ants implied by the Act
are intended to be
varied or modified.

Covenants should comply with
the provisions of Section 28 of
the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.*

e A very short note will suffice.

K 1165-1 5:437-1

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

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

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at

Sydney

the

31st

day of

1973.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

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

Signed in my presence by the transferee

Solicitor

WHO IS PERSONALLY KNOWN TO ME

for

the

Transferee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of— _____

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

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

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

† N.B.—Section 117 requires that (1) the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

N 392561 "

Lodged by MOLONEY STRATTON & CO.

No. _____

Address 101 RA. HURLEY STREET
SYDNEY
Phone No. 26-1521 ✕ 26-1921

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

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

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

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____

who is personally known to the _____

Mortgagee.

DOCUMENTS LODGED HERewith
To be filled in by person lodging dealing

1. CT 1 Received Docs.
2. _____
3. _____ Nos. 1
4. 21-7-73
5. _____
6. _____ Receiving Clerk R
7. _____

Indexed	MEMORANDUM OF TRANSFER
	<u>Subject to Covenant</u>
Checked by	Particulars entered in Register Book
<u>CSgm</u>	<u>20.8.1973</u>
Passed (in S.D.B.) by	<u>2</u>
Signed by	<u>Jaworski</u> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol.		Vol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



Frank McKay Building 62-64 Menangle Street, Picton NSW 2571

All Correspondance to PO Box 21, Picton NSW 2571

Telephone: 02 4677 1100 Fax: 02 4677 2339

Email: council@wollondilly.nsw.gov.au Web: www.wollondilly.nsw.gov.au

ABN: 93 723 245 808

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

APPLICANT:	InfoTrack
Planning Certificate No.:	00125784
Receipt No.:	RT73228967
Issue Date:	25/06/2026
Applicant's Reference:	S037953
Property No.:	25999

DESCRIPTION OF PROPERTY

Address:	32 Macquarie Place, TAHMOOR, NSW, 2573 (P)
Land Description:	Lot: 33 DP: 1215451

Notes:

The following prescribed matters may apply to the land to which this certificate relates and is supplied in good faith. This certificate was generated automatically under the delegated authority of the Manager Shire Planning and Advocacy.

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

If the land straddles a local government area boundary, the information in this certificate only applies to the portion of land that is located within Wollondilly Shire Council Local Government Area.

The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them from Council's Administration Centre at 62-64 Menangle Street, Picton or view free of charge on Council's Website www.wollondilly.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.
- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if-
 - (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section-
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ENVIRONMENTAL PLANNING INSTRUMENTS

Wollondilly Local Environmental Plan 2011

State Environmental Planning Policy (Sustainable Buildings) 2022

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Biodiversity & Conservation) 2021

State Environmental Planning Policy (Resilience & Hazards) 2021

State Environmental Planning Policy (Transport & Infrastructure) 2021

State Environmental Planning Policy (Industry & Employment) 2021

State Environmental Planning Policy (Resources & Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Precincts Western Parkland City) 2021

State Environmental Planning Policy (Precincts Regional) 2021

State Environmental Planning Policy (Housing and Productivity Contributions) 2023

DEVELOPMENT CONTROL PLANS

Wollondilly Development Control Plan 2016 applies to all land covered by Wollondilly Local Environmental Plan 2011.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Explanation of Intended Effect (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023 – proposed amendments to State Environmental Planning Policy (Housing) 2021 (Housing SEPP) and other legislation

Explanation of Intended Effect (Business and Industrial Codes) – proposed amendments to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Explanation of Intended Effect (Changes to deter illegal tree and vegetation clearing) – proposed amendments to State Environmental Planning Policy (Biodiversity and Conservation) 2021 and State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Explanation of Intended Effect (Climate Change and Natural Hazards State Environmental Planning Policy) – proposed new State Environmental Planning Policy. This will replace State Environmental Planning Policy (Resilience and Hazards) 2021 and require amendments to other legislation including the Wollondilly Local Environmental Plan 2011.

DRAFT DEVELOPMENT CONTROL PLANS

Draft Development Control Plan 2016 (Controls for Tourism, Visitor Economy and Recreation Uses).

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

WOLLONDILLY LOCAL ENVIRONMENTAL PLAN 2011

- a. the identity of the zone, whether by reference to-
 - i. a name, such as “Residential Zone” or “Heritage Area”, or

ii. a number, such as “Zone No 2 (a)”,

Zone R2 Low Density Residential

b. the purpose for which development in the zone-

i. may be carried out without development consent:

Home occupations and development listed in Schedule 2 of Wollondilly Local Environmental Plan 2011 provided it meets the criteria in that Schedule.

ii. may not be carried out except with development consent:

Bed and breakfast accommodation; Bee keeping; Cemeteries; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Signage; Tank-based aquaculture; Veterinary hospitals; Water supply systems.

iii. is prohibited:

Attached dwellings; Multi dwelling housing; Residential flat buildings; Rural workers’ dwellings; Shop top housing; Water treatment facilities; Any development not specified in item (i) or (ii).

c. whether additional permitted uses apply to the land,

There are no additional permitted uses which apply to the land.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

e. whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

f. whether the land is in a conservation area, however described,

The land is not located in a conservation area.

g. whether an item of environmental heritage, however described, is located on the land

The land does not contain an item of environmental heritage.

3. CONTRIBUTIONS PLANS

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

CONTRIBUTIONS PLANS

Shire Contributions Plan applies to the land.

DRAFT CONTRIBUTIONS PLANS

Draft Western Sydney Regional Affordable Rental Housing Contributions Scheme applies to the land.

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-

- (a) The name of the region, and
- (b) The name of the Ministerial planning order in which the region is identified.

The land is within the Greater Sydney Region within the meaning of the Act, Division 7.1, Subdivision 4.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order

2023 is the Ministerial Planning Order in which the Region is identified.

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

The land is not located in a Special Contributions Area to which a continued 7.23 determination applies.

- (4) In this section-

continued 7.23 determination means a 7.23 determination that-

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

Note-

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

4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that-
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

THE HOUSING CODE

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an ecologically sensitive area.

Complying development under the Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an area of environmentally sensitive land.

THE RURAL HOUSING CODE

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high

biodiversity significance. Note: If the land is a lot to which the Rural Housing Code applies, complying development may be carried out on the part of the lot to which this clause does not apply.

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an ecologically sensitive area. Note: If the land is a lot to which the Rural Housing Code applies, complying development may be carried out on the part of the lot to which this clause does not apply.

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an area of environmentally sensitive land. Note: If the land is a lot to which the Rural Housing Code applies, complying development may be carried out on the part of the lot to which this clause does not apply.

THE GREENFIELD HOUSING CODE

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an ecologically sensitive area.

Complying development under the Greenfield Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an area of environmentally sensitive land.

THE LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an ecologically sensitive area.

Complying development under the Low Rise Housing Diversity Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an area of environmentally sensitive land.

THE HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

THE GENERAL DEVELOPMENT CODE

Complying development under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

THE INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT

be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

THE INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

Complying development under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an ecologically sensitive area.

Complying development under the Industrial and Business Buildings Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an area of environmentally sensitive land.

THE CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

THE SUBDIVISIONS CODE

Complying development under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high

biodiversity significance.

THE DEMOLITION CODE

Complying development under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

THE FIRE SAFETY CODE

Complying development under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

THE AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is partly within an environmentally sensitive area being land identified in an environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an ecologically sensitive area.

Complying development under the Agritourism And Farm Stay Accommodation Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on part of the land. The land is excluded land being land identified by an environmental planning instrument as being partly within an area of environmentally sensitive land.

5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development MAY be carried out on the land under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether the council is aware that-

- (a) An affected building notice is in force in relation to the land, or

Council is NOT aware of any affected building notice in respect of the land.

- (b) A building product rectification order is in force in relation to the land that has not been fully complied with, or

Council is NOT aware of any building product rectification order as detailed above.

- (c) A notice of intention to make a building product rectification order given in relation to the land is outstanding.

Council is NOT aware of any notice of intention as detailed above.

- (2) In this section-

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

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. LAND RESERVED FOR ACQUISITION

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

No. There are no Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of the land by a public authority as referred to under section 3.15 of the Act.

No. There are no proposed Environmental Planning Instruments referred to in Clause 1 that make provision for the acquisition of land by a public authority as referred to under section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

No

9. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No. No part of the land is within a flood planning area.

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

No. No part of the land is between a flood planning area and the probable maximum flood

(PMF) extent.

- (3) In this section-

***flood planning area** has the same meaning as in the Flood Risk Management Manual.*

***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.*

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

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

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundations, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (2) In this section-

***adopted policy** means a policy adopted-*

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Yes. The Contaminated Land Policy adopted by Wollondilly Shire Council applies and provides a framework to manage land contamination through the land use planning process.

11. BUSH FIRE PRONE LAND

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

The land is not bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act.

12. LOOSE-FILL ASBESTOS INSULATION

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

Council has not been notified by NSW Fair Trading of any residential premises on this land being identified in the Loose-Fill Asbestos Insulation Register.

13. MINE SUBSIDENCE

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

The land IS WITHIN a declared Mine Subsidence District of Bargo under section 20 of the Coal Mine Subsidence Compensation Act 2017. Certain development in a Mine Subsidence District requires approval from Subsidence Advisory NSW – further information can be obtained from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

14. PAPER SUBDIVISION INFORMATION

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

None.

15. PROPERTY VEGETATION PLANS

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

Council has not been notified of any such plan that affects this land.

16. BIODIVERSITY STEWARDSHIP SITES

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

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

Council has not been notified by the Biodiversity Conservation Trust that the land is a

biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. BIODIVERSITY CERTIFIED LAND

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

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

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

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

No

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

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

(2) In this section-

Existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note- Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

This clause is not applicable to the Wollondilly Local Government Area.

20. WESTERN SYDNEY AEROTROPOLIS

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

(a) In an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or

No. The land IS NOT identified as being within an ANEF or ANEC contour of 20 or greater.

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

No. The land IS NOT identified on the Lighting Intensity and Wind Shear Map.

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

No. The land IS NOT identified on the Obstacle Limitation Surface Map.

(d) In the 'public safety area' on the Public Safety Area Map, or

No. The land IS NOT identified as being within the "public safety area" on the Public Safety Map.

(e) In the '3 kilometre wildlife buffer zone' or the '13 kilometre wildlife buffer zone' on the Wildlife Buffer Zone Map.

No. The land IS NOT identified as being within a wildlife buffer zone on the Wildlife Buffer Zone Map.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

There are currently no conditions of consent relating to a development application for seniors housing that apply to the land.

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

- (1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate-
 - (a) The period for which the certificate is current, and
 - (b) That a copy may be obtained from the Department.
- (2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).
- (4) In this section-

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

There is not a current site compatibility certificate (affordable rental housing) as described that

applies to this land.

There are currently no conditions of consent relating to a development application for affordable rental housing that apply to the land.

23. WATER OR SEWERAGE SERVICES

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

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

No. Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006.

Note – This section does not contain information relating to whether the land is, or is not connected to Sydney Water’s network for the supply of either drinking water, recycled water or wastewater. Nor does this section contain information relating to whether a smaller scale onsite sewage management system services the land.

Contact Sydney Water for further information about whether the land is connected to Sydney Water’s network.

24. SPECIAL ENTERTAINMENT PRECINCTS

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

No, the land is not located within a Special Entertainment Precinct.

25. INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No, the land is not located within a future infrastructure corridor identified under section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021.

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

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

No.

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

No.

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

No.

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

No.

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

No.

In respect of matters beyond the control and/or responsibility of Council, information provided is provided only to the extent that Council has been so notified by the relevant Authorities or Departments, which have responsibility for the administration of the particular status referred to. Note that instruments applying to this land purporting to restrict or prohibit certain development may be inconsistent.

This certificate was generated automatically under the delegated authority of the Manager Shire Planning and Advocacy

WOLLONDILLY SHIRE COUNCIL

The information contained in this certificate can be discussed with Council's Duty Planner by appointment, Monday to Friday between the hours of 8:30am and 3:00pm, by telephoning (02) 4677 1100 or by making a booking via the online Duty Planner booking system - <https://dutyroster.wollondilly.nsw.gov.au/>. Please note that appointments are limited to 15 minutes.

Notice to Purchasers of Rural Land

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users.

Intending purchasers are advised that agricultural production can include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

Intensive livestock production (cattle feedlots, poultry farms, piggeries, restricted dairies)

Operation of rural industries (packing sheds, abattoirs, stock and sale yards, sawmills)

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

Earthworks (construction of dams, drains, contour banks, access roads and tracks)

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

Re-vegetation activities (planting trees and shrubs)

Agroforestry

Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice. This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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



ACCREDITED
Building Certifiers

ABN 55 167 911 846

bins ordered 20/7/18 0.2017.052.1

FINAL Occupation Certificate

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

Occupation Certificate No

1859/17

Applicant

Riki Achurch

Address

C/- Newcastle Quality Constructions P/L Oak Flats NSW 2529

PO Box 275

Contact No (Telephone/Fax)

42306800

Owner

Name

Riki Achurch

Address

116 Donalds Range Road Razorback NSW 2571

Contact No (Telephone/Fax)

0450672414

Subject Land

Address

32 Maquarie Place Tahmoor 2573

Lot No

33

DP No:

1215451

Development Consent No.

010.2017.00000632.001

Date of Consent

11/10/2017

Construction Certificate or Complying Development No.

1859/17

Decision Date

1/11/2017

Building Details

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

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

Date of Receipt

Date received (to be completed by)

19/10/2017

Determination

Type of certificate

Final Occupation Certificate

Approved / Refused

Approved

Date of Determination

17/07/2018

Attachments

☐ Reason(s) for refusal

☒ Final Fire Safety Certificate or Interim Fire Safety Certificate



8 Belmore Street Wollongong | 02 4229 5309 | PO Box 142 Wollongong NSW 2520 | DX 27804 Wollongong Court
enquiries@abcert.com.au | www.abcert.com.au



ACCREDITED
Building Certifiers

FINAL
Occupation Certificate

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

Certificate

1859/17

Premises

Lot No: 33

32 Maquarie Place Tahmoor

Applicant

Riki Achurch

**Description of
Development**

Dwelling House

Certificate

I Steven Witheridge, Certify that

- I have been appointed as the principal certifying authority under S 109E.
- I have taken into consideration the health and safety of the occupants of the building.
- A current development consent/complying development certificate is in force with respect to the building.
- A current construction certificate or complying development certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building code of Australia.
- Where required, a final fire safety certificate has been issued for the building or an interim fire safety certificate has been issued for the relevant part of the building (see note 2).
- Where required, a report from the Commissioner of Fire Brigades has been Considered.

Accredited Certifier

Steven Witheridge

Accreditation No

BPB0444

Contact No

02 4229 5309

Address

8 Belmore Street Wollongong

Date

17/07/2018

Signed:

