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# Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | **First National Real Estate Bowral**<br>**373 Bong Bong Street, Bowral, NSW 2576** | **Phone: 4861 4861**<br>**Ref: Reece Woods and Sarah Tarabay - 0423 851 197 and 0467 049 063** |
| co-agent | | |
| vendor | **Philippos Nicolaou and Eryne Nicolaou**<br>**33 Old Hume Highway, Balaclava, NSW 2575** | |
| vendor's solicitor | **Nevett & Co Pty Ltd**<br>**2, 65 Main Street, Mittagong NSW 2575**<br>**PO Box 306, Mittagong NSW 2575** | **Phone: 02 4871 1822**<br>**Email: peter@nevettco.com**<br>**Ref: PHN:241872** |
| date for completion | **35th day after the contract date** | (clause 15) |
| land (address, plan details and title reference) | **23 Belmore Street, Mittagong, New South Wales 2575**<br>**Registered Plan: Lot 2 Plan DP 712650**<br>**Folio Identifier 2/712650** | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| improvements | ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☒ none ☐ other: | |
| attached copies | ☒ documents in the List of Documents as marked or as numbered:<br>☐ other documents: | |

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

| | | | | |
|---|---|---|---|---|
| inclusions | ☐ air conditioning | ☐ clothes line | ☐ fixed floor coverings | ☐ range hood |
| | ☐ blinds | ☐ curtains | ☐ insect screens | ☐ solar panels |
| | ☐ built-in wardrobes | ☐ dishwasher | ☐ light fittings | ☐ stove |
| | ☐ ceiling fans | ☐ EV charger | ☐ pool equipment | ☐ TV antenna |
| | ☐ other: | | | |

| | | |
|---|---|---|
| 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."

LISTING CONTRACT NOT FOR SIGNATURE

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**SIGNING PAGE**

| **VENDOR** | **PURCHASER** |
|---|---|
| **Signed** by<br><br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed** by<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |

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

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**Choices**

| | | |
|---|---|---|
| Vendor agrees to accept a ***deposit-bond*** | ☒ NO | ☐ yes |
| **Nominated *Electronic Lodgment Network (ELN)*** (clause 4) | PEXA | |
| ***Manual transaction*** (clause 30) | ☒ NO | ☐ yes |

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

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

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

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

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

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

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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## List of Documents

**General**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *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 or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

**Other**

- ☐ 60

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

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**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.**

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## Cooling off period (purchaser's rights)

**1** **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

**2** **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

**3** **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.**

**4** **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

**5** **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

## DISPUTES

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

## AUCTIONS

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

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**WARNINGS**

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

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

**If you think that any of these matters affects the property, tell your solicitor.**

**2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

**3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

**4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

**5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

**6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

**7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

**8. The purchaser should arrange insurance as appropriate.**

**9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

**10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

**11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

**12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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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 –

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>● the issuer;<br>● the expiry date (if any); and<br>● the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;* |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |

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| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

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

**2 Deposit and other payments before completion**

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

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

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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*.

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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*.

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

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

**11 Compliance with work orders**

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

**12 Certificates and inspections**

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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**13 Goods and services tax (GST)**

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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**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).

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**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.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

**21 Time limits in these provisions**
21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**
22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title**
**● Definitions and modifications**
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
**● Adjustments and liability for expenses**
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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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.

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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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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**26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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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.

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**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.

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# ADDITIONAL CLAUSES

## 33 DEFINITIONS, INTERPRETATION, CONSTRUCTION & SEVERABILITY

### 33.1 Definitions

The following definitions apply to terms used in these Additional Clauses:

| | |
|---|---|
| **Particulars** | means the particulars set out on page 1 of this Contract. |
| **Printed Clauses** | means clauses 1 to 32 (inclusive) of the printed Contract for the Sale of Land (2022 edition) that form part of this Contract. |
| **Additional Clauses** | means these Additional Clauses commencing at clause 33. |

### 33.2 Interpretation

Where there is any conflict between any of these Additional Clauses and the Printed Clauses, the provisions of the Additional Clauses shall prevail and the Printed Clauses shall be deemed amended *mutatis mutandis*.

### 33.3 Rules of construction

No rule of construction will apply to disadvantage the Vendor on the basis that the Vendor puts forward this Contract.

### 33.4 Severability

If a clause of this Contract is illegal or unenforceable, it may be severed without affecting the enforceability of other clauses in this Contract.

## 34 AMENDMENTS TO PRINTED CLAUSES

### 34.1 Amendments to Printed Clauses

The Printed Clauses of this Contract are amended as follows:

(a) clause 7.1.1 is deleted;

(b) clause 10.1 is amended by adding the words "or delay completion" after the word "*requisition*" on line one;

(c) clauses 10.1.8 and 10.1.9 are amended by inserting after the word “substance”, the words “or existence”;

(d) clause 10.2 is amended by replacing the words “*rescind* or *terminate*" with the words "make a claim or *requisition* or delay completion or *rescind* or *terminate*”;

~~(e) clause 14.4.2 is amended by deleting the content of clause 14.4.2 and replacing it with the words “by adjusting the amount that would have been payable at the start of the year, and for clarification, this means taking into account all of the Vendors’ aggregated land holdings that form part of the land tax assessment and applying the threshold reduction once only to the aggregated land holdings, and not adjusting land tax on a single holding basis.”;~~

(f) clause 18.2.2 is amended by deleting the words “or structural” and inserting instead “,”;

(g) clause 18.7 is amended by inserting at the beginning “Subject to clause 19.2.2,”;

(h) clause 19.2.3 is deleted;

(i) clause 22.3 is added as follows:

"22.3 The Purchaser indemnifies and keeps indemnified the Vendor against any liability, loss or cost arising out of any breach of clause 22.1.";

(j) clause 31.6 is added as follows:

"31.6 Notwithstanding any other provision in this clause 31, the date for completion will be the later of the date for completion specified on page 1 of this Contract and 7 days after the Vendor *serves* any *clearance certificate* or *variation*.

## 35 ATTACHMENTS & ALTERATIONS

### 35.1 Documents attached to this Contract and alterations, after signature

(1) The parties warrant to each other that if the parties' lawyers or conveyancers (conveyancing representatives) mutually agree to alter this Contract or to attach, remove or delete any document to or from this Contract after a party signs this Contract, the parties will be deemed to have authorised their conveyancing representatives to make that alteration or to attach, remove or delete that document from this Contract.

(2) Each party acknowledges that the other parties are relying on the warranty in clause 35.1(1) in entering into this Contract.

## 36 NOTICES

### 36.1 Period of Notice

(1) The parties acknowledge that a period of fourteen (14) days is a sufficient period for any notice issued under or pursuant to the provisions of this Contract.

(2) Notwithstanding preceding subclause (1):

(a) any notice issued by a party to another party to this Contract cannot require compliance with the notice between 20 December in the current year (the "earlier date") and 15 January the following year (the "later date"), inclusive of both days;

(b) any notice purporting to be served between the earlier date and the later date will be deemed served on the first business day after the later date.

### 36.2 Time for Service of Notices by e-mail

(1) In the case of service by e-mail facility, unless the contrary is proved, a notice is deemed to have been served on:

(a) the day the notice was sent – if dispatched on a business day before 5:00PM; or

(b) the first business day following the day the notice was sent – if dispatched:

(i) at or after 5:00 PM; or

(ii) on a non-business day.

## 37 CAVEAT EMPTOR

### 37.1 Caveat emptor

Subject to s.52A of the *Conveyancing Act*:

(1) The Purchaser warrants they do not rely on any statement or representation made by or on behalf of the Vendor, unless it is expressly written in this Contract.

(2) The Purchaser warrants they have made their own enquiries and inspection of the property to determine the nature and quality of the property, and they further acknowledge they are purchasing the property in its present condition and state of repair, and subject to any pest infestation or damage.

(3) Without affecting clause 10, the Purchaser cannot make a claim, requisition, delay completion, rescind or terminate, in respect of:

(a) the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the property;

(b) the purpose for which the property is being used or may be used;

(c) any misdescription of the land or any inaccuracy in its area or measurements;

(d) any failure to comply with a law applicable to the property or a requirement of any public statutory authority;

(e) any roof or surface water drainage connected to the sewers;

(f) the absence of any service;

(g) the absence of any easement;

(h) any encroachment;

(i) any satellite dish, cable TV equipment or security system equipment (which is not owned by the Vendor) remaining on the property;

(j) any on-site Grid Connected Solar Power System (solar system).

## 38 NOTICE TO COMPLETE

### 38.1 Notice to complete

(1) If a party is unable or unwilling to complete by the completion date, the other party is entitled at any time after the completion date to serve a notice to complete making time for completion essential.

(2) A notice to complete can nominate a time for completion.

(3) A party giving a notice to complete can withdraw it before it expires.

(4) A party giving a notice to complete can issue further notices to complete.

(5) A party giving a notice to complete is entitled to be paid $506.00 on settlement by the other party as liquidated damages for the costs of issuing the notice. Payment of this amount on completion is an essential provision of this Contract.

## 39 LATE COMPLETION

### 39.1 Late Completion

(1) If the purchaser does not complete this Contract by the completion date, provided the Vendor is not in default, the Purchaser must pay liquidated damages ("damages") to the Vendor on completion in addition to the unpaid balance of the Price and any other money payable under this Contract.

(2) The damages will be calculated as ten per cent (10%) per annum interest on the Price, computed from and including the day immediately after the completion date to and including the day on which this sale is completed.

(3) It is agreed the damages are a genuine pre-estimate of the Vendor's loss of interest on the consideration in this Contract, liability for rates, holding charges and other outgoings.

(4) It is an essential provision of this Contract that the Purchaser pays the damages on completion.

## 40 AGENT'S COMMISSION

### 40.1 Agent's Commission

(1) The Purchaser warrants:

(a) they were not introduced to the Vendor or the property by an agent; and

(b) no agent is the effective cause of this sale,

other than the agent (if any) named as the Vendor's agent on page 1 of this Contract.

(2) If the Purchaser is in breach of the warranty in clause 40(1), the Purchaser indemnifies and will save harmless the Vendor against all costs (on an indemnity basis), damages, expenses or other consequential losses touching upon the Purchaser's breach of this warranty.

(3) This clause 40 will not merge on completion.

## 41 PARTIES' DOCUMENTS AT SETTLEMENT

### 41.1 Parties' documents at settlement

(1) The parties agree that if a party has an obligation under this Contract to provide the other party with a document at settlement (e.g. *inter alia* an order on the agent, section 22 notice or attornment notice) ("settlement document"), the party responsible for providing the settlement document must, as a precondition to settlement, cause it to be exhibited in the PEXA workspace as a Notification.

(2) Such Notification must give access to the intended recipient's representative in the workspace to view the settlement document.

(3) The intended recipient can view the settlement document but must not alter it or do anything with it without the consent of the other party's representative. For clarification, the intended recipient will hold the settlement document in escrow pending settlement.

(4) A party in breach of their obligations pursuant to preceding subclause 41.1(1) will be deemed to be unable or unwilling to complete by the date and time appointed for completion, and the party entitled to receive the settlement document may at their discretion refuse to settle without

penalty until the breach is remedied. For clarification, nothing in this subclause 41.1 derogates from the Purchaser's liability for damages pursuant to preceding clause 39.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/712650

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 27/6/2024 | 11:35 AM | 5 | 10/8/2018 |

LAND

LOT 2 IN DEPOSITED PLAN 712650
AT MITTAGONG
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF MITTAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP712650

FIRST SCHEDULE

PHILIPPOS NICOLAOU
ERYNE NICOLAOU
AS JOINT TENANTS (TZ AN572184)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1155258 RIGHT OF CARRIAGEWAY 5 & 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1155258
3 DP1155258 EASEMENT FOR SERVICES 5 & 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1155258
4 DP1155258 EASEMENT TO DRAIN WATER 5 & 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1155258

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



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

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Received: 27/06/2024 11:35:18

PLAN FORM 1 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION *OFFICE USE ONLY

**Council Clerk's Certificate**

* I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 348 of the †Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, †Hunter District Water, Sewerage and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 429/82

Date 31-1-85

(Signature) Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
†Delete if inapplicable.

**Surveyor's Certificate**

I, ROBERT MACKINTOSH

of PO BOX 189 BOWRAL

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

is accurate and has been made *(1) by me (2) ~~under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on † 6/12/82

Signature

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth. 'A' - 'B'
*Strike out either (1) or (2). †Insert date of survey.

PLAN OF SUBDIVISION OF LOT 23, SEC 1, D P 651.

Mun./Shire ~~City~~ : WINGECARRIBEE Locality: MITTAGONG

Parish: MITTAGONG County: CAMDEN

Reduction Ratio 1: 800 Lengths are in metres

DP 712650

Registered 13-5-1985

C.A.: No 429/82 of 31-1-1985

Title System: TORRENS

Purpose: SUBDIVISION

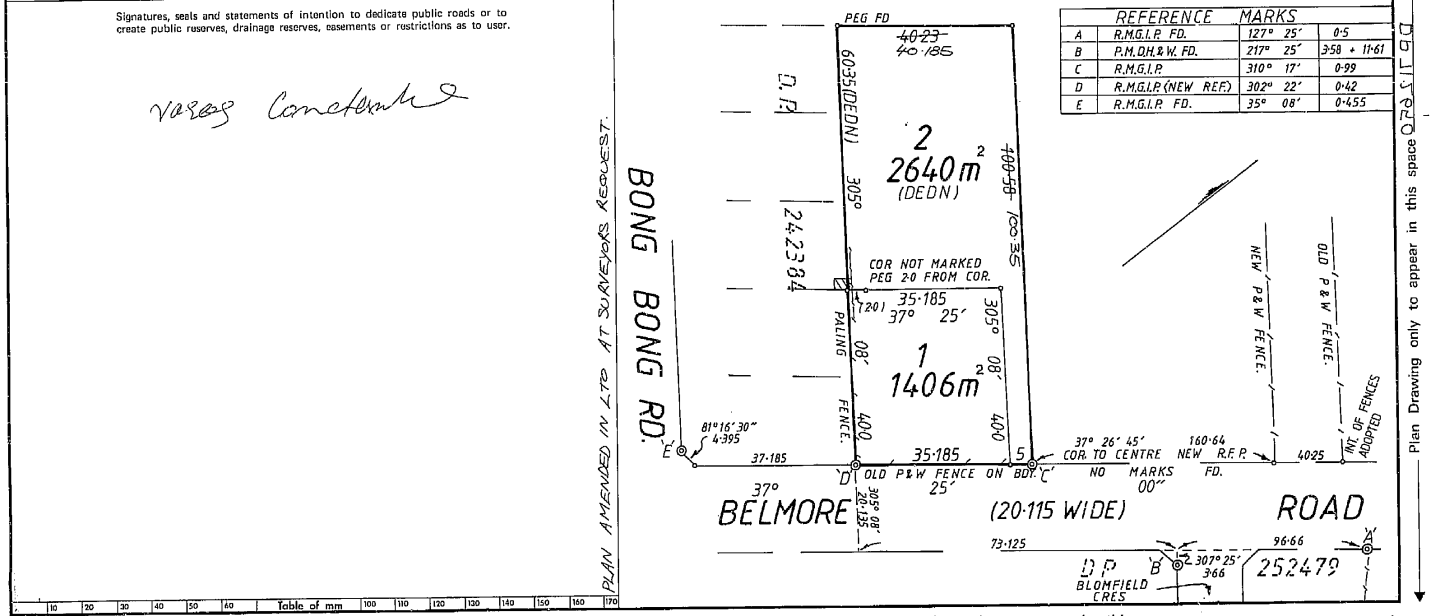
Ref. Map: WINGECARRIBEE SH 2

Last Plan: DP 651

NOTIFICATION OF CLOSURE OF ROAD AMENDED IN LTD AT SURVEYORS REQUEST.

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

Various Covenants




Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160 170

MPD SURVEYOR'S REFERENCE 3998

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 14th May, 1985

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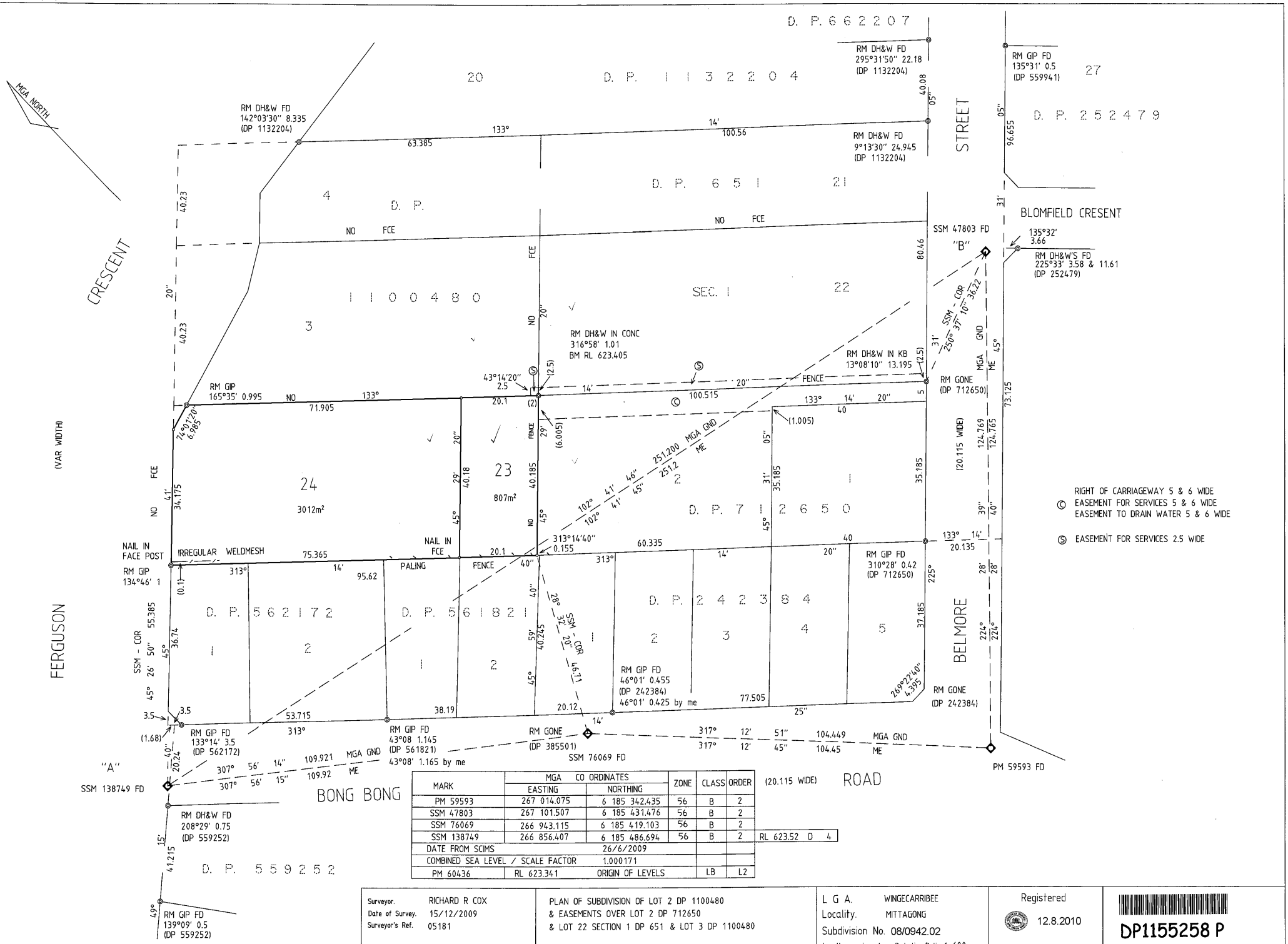


| MARK | MGA CO ORDINATES EASTING | NORTHING | ZONE | CLASS | ORDER | |
|---|---|---|---|---|---|---|
| PM 59593 | 267 014.075 | 6 185 342.435 | 56 | B | 2 | |
| SSM 47803 | 267 101.507 | 6 185 431.476 | 56 | B | 2 | |
| SSM 76069 | 266 943.115 | 6 185 419.103 | 56 | B | 2 | |
| SSM 138749 | 266 856.407 | 6 185 486.694 | 56 | B | 2 | RL 623.52 D 4 |
| DATE FROM SCIMS | | 26/6/2009 | | | | |
| COMBINED SEA LEVEL / SCALE FACTOR | | 1.000171 | | | | |
| PM 60436 | RL 623.341 | ORIGIN OF LEVELS | | LB | L2 | |

Surveyor. RICHARD R COX
Date of Survey. 15/12/2009
Surveyor's Ref. 05181

PLAN OF SUBDIVISION OF LOT 2 DP 1100480
& EASEMENTS OVER LOT 2 DP 712650
& LOT 22 SECTION 1 DP 651 & LOT 3 DP 1100480

L G A. WINGECARRIBEE
Locality. MITTAGONG
Subdivision No. 08/0942.02
Lengths are in metres. Reduction Ratio 1. 600

Registered 12.8.2010

DP1155258 P

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will lead to rejection

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:-

(1) RIGHT OF CARIAGEWAY 5 & 6 WIDE
(2) EASEMENT FOR SERVICES 5 & 6 WIDE
(3) EASEMENT TO DRAIN WATER 5 & 6 WIDE
(4) EASEMENT FOR SERVICES 2.5 WIDE
(5) POSITIVE COVENANT
(6) POSITIVE COVENANT

x V. Comstant

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

## Crown Lands NSW/Western Lands Office Approval

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

Signature:.....
Date:.....
File Number:.....
Office:.....

## Subdivision Certificate

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

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

.....
* Authorised Person/~~General Manager/Accredited Certifier~~

Consent Authority: WINGECARRIBEE SHIRE COUNCIL
Date of Endorsement: 30/8/2010
Accreditation no: N/A
Subdivision Certificate no: LUA 08/0942.02
File no: LUA 08/0942

* Delete whichever is inapplicable.

DP1155258 S

Registered: 12.8.2010
Title System: TORRENS
Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 2 DP 1100480 & EASEMENTS OVER LOT 2 DP 712650 & LOT 22 SECTION 1 DP 651 & LOT 3 DP 1100480**

| | |
|---|---|
| LGA: | WINGECARRIBEE |
| Locality: | MITTAGONG |
| Parish: | MITTAGONG |
| County: | CAMDEN |

## Surveying Regulation, 2006

I, ..RICHARD R COX .....
of .PO BOX 1500 BOWRAL 2576.....
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on:.....15/12/2009.....

The survey relates to .....LOTS 23 & 24 & EASEMENTS.....
.....
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

*Signature* ..... *Dated:* 18/12/09
*Surveyor registered under the Surveying Act, 2002*

*Datum Line:*....."A – B".....
*Type: Urban/~~Rural~~*

## Plans used in the preparation of survey/~~compilation~~

DP 651 DP 174187 DP 242384 DP 559252 DP 561821

DP 562172 DP 712650 DP 1100480 DP 1132204

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

*SURVEYOR'S REFERENCE:* 05181

* OFFICE USE ONLY

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# INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919



**Plan:**

DP1155258 B

Subdivision of Lot 2 in Deposited Plan 1100480 and Easements over Lot 2 Deposited Plan 712650 and Lot 22 Section 1 Deposited Plan 651 and Lot 3 in Deposited Plan 1100480 covered in Subdivision Certificate LWA 08/0942.02

**Full Name and Address of proprietor of the land:**

Vasos Constantine
Lot 2 Ferguson Crescent
Mittagong NSW 2575

## PART 1

**1. Identity of Easement firstly referred to in the plan:** Right of Carriageway 5 & 6 wide

SCHEDULE OF LOTS ETC. AFFECTED

| Lots Burdened | Lots, Name of Road, Authority benefited |
|---|---|
| 2/712650 | 23 |

**2. Identity of Easement secondly referred to in the plan:** Easement for Services 5 & 6 wide

SCHEDULE OF LOTS ETC. AFFECTED

| Lots Burdened | Lots, Name of Road, Authority benefited |
|---|---|
| 2/712650 | 23 |

**3. Identity of Easement thirdly referred to in the plan:** Easement to Drain Water 5 & 6 wide

SCHEDULE OF LOTS ETC. AFFECTED

| Lots Burdened | Lots, Name of Road, Authority benefited |
|---|---|
| 2/712650 | 23 |

Manager
Development & Building Services Branch
Wingecarribee Shire Council

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**



**Plan:** DP1155258

Subdivision of Lot 2 in Deposited Plan 1100480 and Easements over Lot 2 Deposited Plan 712650 and Lot 22 Section 1 Deposited Plan 651 and Lot 3 in Deposited Plan 1100480 covered in Subdivision Certificate LWA 08/0942.02

**4. Identity of Easement fourthly referred to in the plan:** Easement for Services 2.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

| Lots Burdened | Lots, Name of Road, Authority benefited |
|---|---|
| 22/1/651 & 3/1100480 | 23 |

**5. Identity of Easement fifthly referred to in the plan:** Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

| Lots Burdened | Lots, Name of Road, Authority benefited |
|---|---|
| 23 | Wingecarribee Shire Council |

**6. Identity of Easement sixthly referred to in the plan:** Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

| Lots Burdened | Lots, Name of Road, Authority benefited |
|---|---|
| 23 | Wingecarribee Shire Council |

Manager
Development & Building Services Branch.
Wingecarribee Shire Council

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# INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919



**Plan:** DP1155258

Subdivision of Lot 2 in Deposited Plan 1100480 and Easements over Lot 2 Deposited Plan 712650 and Lot 22 Section 1 Deposited Plan 651 and Lot 3 in Deposited Plan 1100480 covered in Subdivision Certificate LUA 08/0942.02

## PART 2

**1. Terms of Easement firstly referred to in the plan:**

The terms contained in Part 14 of Schedule 8 of the Conveyancing Act 1919 together with:-

* the reasonable costs of maintaining and repairing the construction of the right of carriageway is to be borne by the registered proprietors in the following shares:

| | |
|---|---|
| Lot 23 | 30% |
| 2/712650 | 70% |

**2. Terms of Positive Covenant fifthly referred to in the plan:**

1. The proprietors of the lot hereby burdened with respect to the detention facility shall::-

   (a) permit stormwater to be temporarily detained in the detention facility.
   (b) keep the detention facility clean and free from silt, rubbish and debris.
   (c) maintain and repair the detention facility so that it functions in a safe and efficient manner.
   (d) replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
   (e) not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council
   (f) permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.
   (g) comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause with the time stated in the notice

2. In the event of the proprietors failing to comply with the terms of any written notice served with respect of the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover the amount due by legal proceedings (including legal costs and fees) and entry of a

Manager
Development & Building Services Branch
Wingecarribee Shire Council

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**



**Plan:**

DP1155258

Subdivision of Lot 2 in Deposited Plan 1100480 and Easements over Lot 2 Deposited Plan 712650 and Lot 22 Section 1 Deposited Plan 651 and Lot 3 in Deposited Plan 1100480 covered in Subdivision Certificate LUA 08/0942.02

covenant charge on the lots burdened under Section 88F of the Conveyancing Act 1919.
In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

3. In this Covenant "Council" means the Wingecarribee Shire Council

**3. Terms of Positive Covenant sixthly referred to in the plan:**

The floor of that part of any dwelling to be erected upon the lot burdened which contain waste disposal facilities which require connection to the sewer shall be constructed at a level of not less than 624.8. AHD or at a level that will enable gravitational connection to the sewer main within the lot burdened.

Signed by Vasos Constantine
in the presence of: Wendy Constantine

WENDY CONSTANTINE
6 BONG BONG RD
MITTAGONG NSW

REGISTERED 12.8.2010

Manager
Development & Building Services Branch,
Wingecarribee Shire Council

Wingecarribee
SHIRE COUNCIL

Civic Centre
68 Elizabeth Street Moss Vale
PO Box 141 Moss Vale NSW 2577

02 4868 0888
mail@wsc.nsw.gov.au
ABN 49 546 344 354

# Planning Certificate

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

**To:** INFOTRACK
GPO Box 4029
SYDNEY NSW 2001

**Your Ref:** 241872
**Fees Paid:** $ 67.00
**Receipt Number:**

**Date of Issue:** 03 July 2024

| | |
|---|---|
| **Certificate Number:** | **S10.724/2896** |
| **This certificate relates to:** | **23 BELMORE STREET MITTAGONG NSW 2575** |
| **Legal Description:** | **Lot 2 DP 712650** |
| **Property No:** | **1817030** |
| **Advice on this certificate:** | Advice is provided under section 10.7(2): See Items 1-22. |

**IMPORTANT: Please read this certificate carefully.**

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

Please check for any items which could be inconsistent with the proposed use or development of the land and notify Council immediately should this be the case. If there is anything in this certificate that you do not understand please contact Council's Customer Service Centre on 02 4868 0888 or alternatively by email at mail@wsc.nsw.gov.au.

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

All information is considered to be correct as at 03 July 2024. However, it is possible that changes may have occurred since this certificate was issued. If in doubt it is suggested that you apply for another certificate.

# ADVICE PROVIDED IN ACCORDANCE WITH SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT (EP&A) ACT 1979 AND SCHEDULE 2 OF THE EP&A REGULATION 2021

*Attention: The explanatory notes denoted by the prefix "Note" and appearing in italic print within this certificate are provided to assist in understanding, but do not form part of the advice provided under section 10.7(2).*

*All legislation (including Acts, Regulations, State Environmental Planning Policies and Local Environmental Plans) referred to in this certificate may be accessed from the NSW Legislation website at www.legislation.nsw.gov.au.*

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

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

(a) State Environmental Planning Policies

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

(b) Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

(c) Development Control Plans

Mittagong Town Development Control Plan

**(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the *Environmental Planning and Assessment Act 1979*, that will apply to the carrying out of development on the land.**

*Note: Proposed environmental planning instruments include Planning Proposals. The following list excludes proposed environmental planning instruments and draft development control plans that completed public exhibition more than three (3) years ago and those proposed environmental planning instruments notified by the Planning Secretary that have been deferred indefinitely or not approved.*

(a) Draft State Environmental Planning Policies

Explanation of Intended Effect: proposed amendments to State Environmental Planning Policy (Transport and Infrastructure) 2021 for protection of fuel pipelines (April 2022).

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

Explanation of Intended Effect: proposal for an exempt and complying development framework for cemeteries (October 2023).

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

Draft State Environmental Planning Policy (Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023.

Explanation of Intended Effect: changes to create low- and mid-rise housing (December 2023).

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

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

(b) Draft Local Environmental Plans

**Shire Wide**

Nil

**Site Specific**

Nil

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

(c) Draft Development Control Plans

Nil

## 2. Zoning and land use under relevant planning instruments

**Zoning and land use under the *Wingecarribee Local Environmental Plan 2010***

(a) & (b) Identification of zone and zoning table (permissible and prohibited purposes)

**Zone R2 Low Density Residential**

**1 Objectives of zone**

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

**2 Permitted without consent**

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

**3 Permitted with consent**

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

**4 Prohibited**

Any development not specified in item 2 or 3

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

(c) Additional permitted uses

The following additional permitted uses apply to the land:

Nil

*Note: Additional permitted uses are listed in Schedule 1 of the* Wingecarribee Local Environmental Plan 2010*.*

(d) Fixed land dimensions for dwelling houses

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

(e) Outstanding Biodiversity

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

(f) Conservation Area

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

(g) Environmental heritage

An item of environmental heritage (however described) IS NOT situated on the land.

**Zoning and land use under applicable draft environmental planning instruments**

Nil

## 3. Contributions plans

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

Administration 2011 to 2031
Central Library
Open Space, Recreation, Community & Cultural Facilities 2013 to 2036
Roads and Traffic Facilities 2012 to 2031
Resource Recovery Centre 2009

There are NO special contributions areas applicable in the Wingecarribee Shire.

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

## 4. Complying development

*Note: this section provides the following information:*

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

3. *If 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 restriction applies to the land, but it may not apply to all of the land, and/or 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 any complying development codes are varied under clause 1.12 of the Policy.*

**Housing Code:**

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

Clause 1.12 and Schedule 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* contain variations to the Housing Code for developments within the Wingecarribee Shire in relation to minimum setbacks (clause 3.10) and minimum landscaped area (clause 3.13).

**Rural Housing Code:**

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

**Low Rise Housing Diversity Code:**

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

**Greenfield Housing Code:**

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

**Housing Alterations Code:**

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

**General Development Code:**

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

**Industrial and Business Alterations Code:**

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

**Industrial and Business Buildings Code:**

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

**Container Recycling Facilities Code:**

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

**Subdivisions Code:**

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

**Demolition Code:**

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

**Fire Safety Code:**

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

**Agritourism and Farm Stay Accommodation Code:**

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

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

Nil.

## 5. Exempt development

*Note: this section provides the following information:*

1. *If* the *land is land on which exempt development may be carried out under each of the exempt development codes under clause 1.16(1)(b1)–(d) or clause 1.16A of* State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 *(the Policy).*
2. *The reasons why exempt development may not be carried out.*
3. *If 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 restriction applies to the land, but it may not apply to all of the land, and/or 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 any exempt development codes are varied under clause 1.12 of the Policy.*

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).

| | |
|---|---|
| Is the land or part of the land is identified as declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. | NO |
| Is the land or part of the land is identified as critical habitat under Part 7A of the *Fisheries Management Act 1994* | NO |
| Is the land or part of the land is identified as, or on which there is, a heritage item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under the Act. | NO |
| Is the land or part of the land is identified as land, or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*). | NO |

If any of the above answers YES, exempt development MAY NOT be carried out on the land or part of the land.

If all of the above answers NO, exempt development MAY be carried out on this land, under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Variation of exempt development codes for the site**

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

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

Nil

*Note: Specific provisions under individual exempt development categories may restrict exempt development to be carried out on the land or part of the land. Please check the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, to ensure that development complies with all relevant provisions of the SEPP.*

## 6. Affected building notices and building product rectification orders

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

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

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

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

## 7. Land reserved for acquisition

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

## 8. Road widening and road realignment

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

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

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

## 9. Flood related development controls

The land or part of the land IS NOT within the flood planning area.

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

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

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

*Note: Development controls apply to certain sensitive uses and facilities in accordance with the relevant Development Control Plan applying to the area and the Floodplain Management Manual (June 2023).*

## 10. Council and other public authority policies on hazard risk restrictions

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

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

## 11. Bush fire prone land

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

## 12. Loose-fill asbestos information

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

## 13. Mine subsidence

The land IS NOT a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

## 14. Paper subdivision information

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

## 15. Property vegetation plans

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

## 16. Biodiversity stewardship sites

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

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

## 17. Biodiversity certified land

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

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

## 18. Orders under Trees (Disputes Between Neighbours) Act 2006

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

## 19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

There are NO charges for coastal protection services under the *Local Government Act 1993* because the *Coastal Management Act 2016* DOES NOT apply to any land within the Wingecarribee Shire.

## 20. Western Sydney Aerotropolis

Chapter 4 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* which relates to the Western Sydney Aerotropolis DOES NOT apply to any land within in the Wingecarribee Shire.

## 21. Development consent conditions for seniors housing

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

## 22. Site compatibility certificates and development consent conditions for affordable rental housing

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

The land DOES NOT have any conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1).

The land DOES NOT have any conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, clause 17(1) or 38(1).

## 23. Water or sewerage services

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.

## Contaminated Land Management Act 1997

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

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

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

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

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

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

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

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

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

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

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

Garima

**For**
**Lisa Miscamble – General Manager**

Civic Centre, 68 Elizabeth St,
Moss Vale NSW 2577
PO Box 141, Moss Vale
02 4868 0888
mail@wsc.nsw.gov.au
ABN 49 546 344 354

Our Ref:DD24/1488
**Your Ref: 241872**
Property No: 1817030

28 June 2024

INFOTRACK
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

**Re: Application for Drainage Diagram**
**Property: Lot 2 DP 712650 -23 BELMORE STREET MITTAGONG NSW 2575**

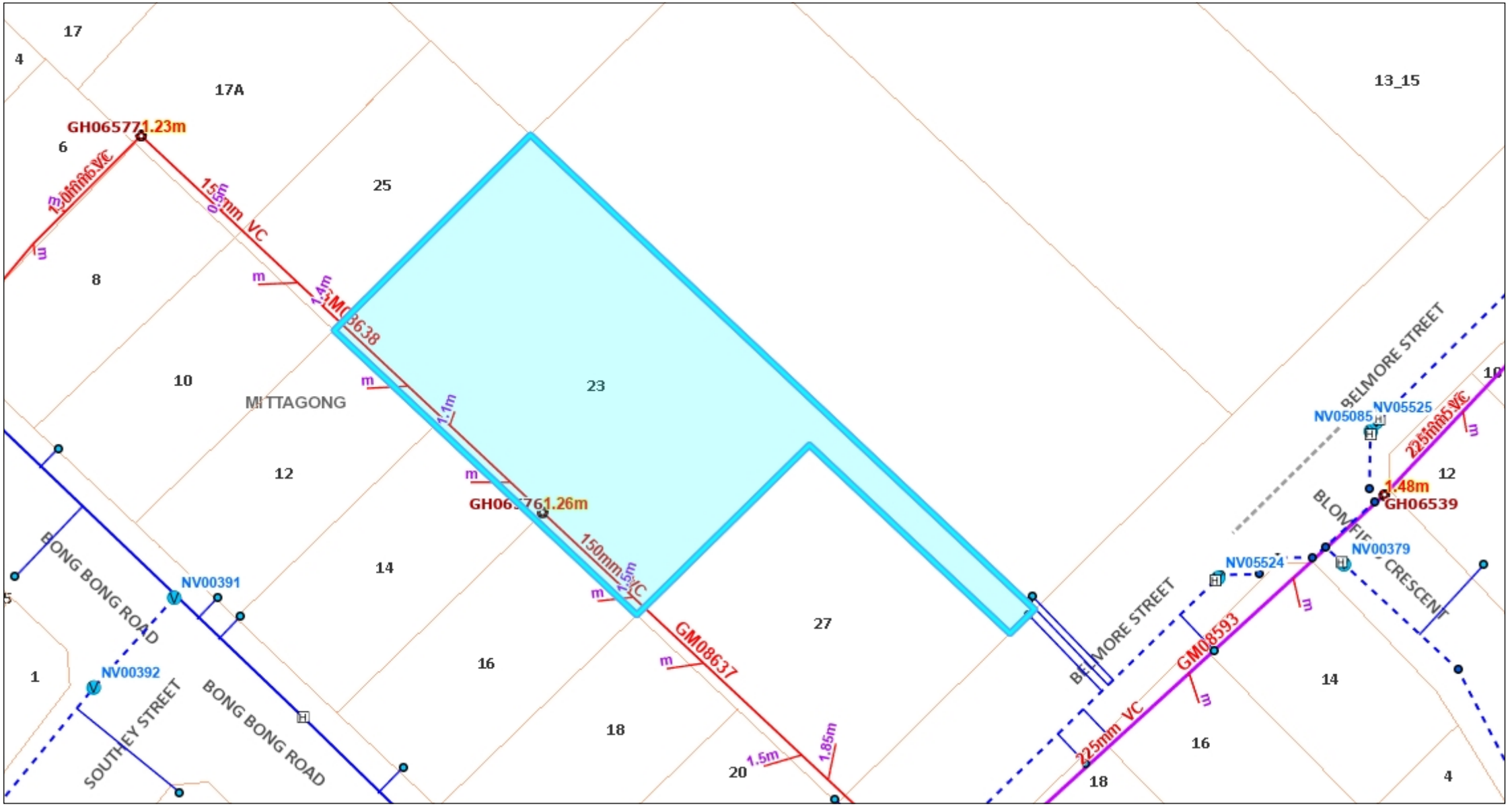
Reference is made to your application for a drainage diagram for the above property.

As the property is vacant land there is no drainage diagram available. However please see enclosed sewer reference sheet for your information.

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

Yours sincerely

**Planning, Development & Regulatory Services**




# Wingecarribee Shire Council

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