



**SIGNING PAGE**

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

## 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**☒ NO ☐ yes (if yes, vendor must provide details)

(GST residential withholding payment)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location print)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewer service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p> | <p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development contract or management statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate (strata)</p> <p><input type="checkbox"/> 57 information certificate (association)</p> <p><input type="checkbox"/> 58 document relevant to an exclusive supply network</p> <p><input type="checkbox"/> 59 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 60 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 61</p> |
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

**If you think that any of these matters affects the property, tell your solicitor.**
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**
13. **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

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

|                          |                                                                                                                                                                                                                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>requisition</i>       | an objection, question or requisition (but the term does not include a claim);                                                                                                                                                                                                                          |
| <i>rescind</i>           | rescind this contract from the beginning;                                                                                                                                                                                                                                                               |
| <i>serve</i>             | serve in writing on the other <i>party</i> ;                                                                                                                                                                                                                                                            |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>         | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;                                                                                                                                          |
| <i>TA Act</i>            | Taxation Administration Act 1953;                                                                                                                                                                                                                                                                       |
| <i>terminate</i>         | terminate this contract for breach;                                                                                                                                                                                                                                                                     |
| <i>title data</i>        | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;                                                                                                                                                                         |
| <i>variation</i>         | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;                                                                                                                                                                                                                                     |
| <i>within</i>            | in relation to a period, at any time before or during the period; and                                                                                                                                                                                                                                   |
| <i>work order</i>        | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018). |

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but *not* essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development contract or management statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor *receives* notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a *provision* says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the *provision* is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the *provision*, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the *provision* can *rescind within 7 days* after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the *provision* can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* *serving* notice of the event happening;  
     • every *party* who has the benefit of the *provision* *serving* notice waiving the *provision*; or  
     • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
  - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
  - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

37 LANG ST MULWALA NSW 2647

## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5/213224

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 10/8/2026   | 3:09 PM | 3          | 30/1/2020 |

## LAND

LOT 5 IN DEPOSITED PLAN 213224  
AT MULWALA  
LOCAL GOVERNMENT AREA FEDERATION  
PARISH OF MULWALA COUNTY OF DENISON  
TITLE DIAGRAM DP213224

## FIRST SCHEDULE

ANDREA JANE MCNAB (TZ AP831121)

## SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C905044 FOR STORAGE PURPOSES AFFECTING THE PART OF THE LAND  
ABOVE DESCRIBED SHOWN "EASEMENT FOR STORAGE PURPOSES  
VARIABLE WIDTH" IN DP213224
- 3 D291079 FOR STORAGE PURPOSES AFFECTING THE PART OF THE LAND  
ABOVE DESCRIBED SHOWN "EASEMENT FOR STORAGE PURPOSES  
VARIABLE WIDTH" IN DP213224

## NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

260867...

PRINTED ON 10/8/2026

\* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

| DP 21322* |        |         |
|-----------|--------|---------|
| FEET      | INCHES | METRES  |
| -         | 2 1/2  | 0.064   |
| -         | 3      | 0.076   |
| -         | 3 5/8  | 0.092   |
| -         | 6      | 0.192   |
| 1         | -      | 0.305   |
| 1         | 3      | 0.381   |
| 1         | 6      | 0.457   |
| 2         | -      | 0.510   |
| 2         | 6      | 0.762   |
| 2         | 8 3/8  | 0.822   |
| 3         | 3 5/8  | 1.006   |
| 5         | 12 3/4 | 1.022   |
| 15        | 3      | 4.686   |
| 24        | -      | 7.315   |
| 29        | 10     | 9.093   |
| 32        | 7      | 9.951   |
| 33        | -      | 10.050  |
| 35        | 8 3/8  | 10.081  |
| 44        | 1 1/4  | 13.443  |
| 55        | 2 1/2  | 16.218  |
| 56        | -      | 17.678  |
| 59        | -      | 18.110  |
| 59        | 5 1/4  | 18.117  |
| 59        | 10     | 18.287  |
| 60        | 9 1/4  | 18.323  |
| 62        | 3      | 18.974  |
| 66        | -      | 20.117  |
| 98        | 7 1/4  | 28.035  |
| 160       | 3      | 51.283  |
| 181       | 8 3/8  | 55.391  |
| 198       | 7 1/4  | 57.315  |
| 207       | 5 1/2  | 63.295  |
| 208       | -      | 63.703  |
| 218       | 11     | 66.726  |
| 218       | 11 1/2 | 66.759  |
| 218       | 11 3/4 | 66.785  |
| 219       | -      | 66.731  |
| 220       | 5 1/4  | 67.189  |
| 227       | 9      | 70.028  |
| 239       | -      | 72.887  |
| 244       | 5 1/4  | 74.595  |
| 255       | -      | 77.728  |
| 259       | 1 3/4  | 78.960  |
| 270       | -      | 82.296  |
| 286       | -      | 87.173  |
| 314       | -      | 95.707  |
| 324       | -      | 98.755  |
| 334       | -      | 101.803 |
| 345       | -      | 104.156 |
| 357       | -      | 109.031 |
| 368       | 3 1/4  | 112.249 |
| 370       | 11     | 113.050 |

Instrument not liable to stamp duty  
or payment of registration and other fees.

Oct 12 2 13 PM 1939

23-12-6  
12.10.39

CONVEYANCING ACT, 1919-1932.  
REAL PROPERTY ACT, 1900

### Notice of Resumption of Land subject to the provisions of the Real Property Act, 1900.

6829053 — 6995044

I, Arthur Henry O'Connor DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the thirtieth day of June one thousand nine hundred and thirty-nine <sup>a certain easement or right over (will also)</sup> declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said Arthur Henry O'Connor HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900 AND I FURTHER CERTIFY that I was appointed by writing dated the twenty-sixth day of July one thousand nine hundred and thirty-eight under the hand and official seal by the Minister for Public Works to sign this Certificate on behalf of the said Minister, and that I have received no notice or information of the revocation of such appointment.

#### SCHEDULE.

| Lot<br>Position | Section | Deposited Plan or Name<br>of Estate | Part or Whole                                         | Volume | Folio |
|-----------------|---------|-------------------------------------|-------------------------------------------------------|--------|-------|
| Part 201        | 1       | Parish Mulwala                      | Part edged red in plan hereto annexed and marked "B"  | 4079   | 79    |
| " 201           |         |                                     | Whole                                                 | 4497   | 157   |
| 219             |         |                                     | Parts edged red in plan hereto annexed and marked "A" | 4446   | 52    |
| Part 9          |         |                                     | Parts edged red in plan hereto annexed and marked "C" | 4675   | 22    |
| " 10            | 2       | Tumamia                             | Parts edged red in plan hereto annexed and marked "E" | 2841   | 4     |
| " 146           |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 4409   | 14    |
| " 136           |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3389   | 9     |
| " 137           |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| " 140           | 3       | Mulwala                             | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| " 141           |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| Part 8          |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| Part 9          |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 23              | 4       | Mulwala                             | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 42              |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 43              |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 48              |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 12              | 5       | Mulwala                             | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 22              |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 315             |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 311             |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 312             | 6       | Mulwala                             | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 315             |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 311             |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |
| 312             |         |                                     | Parts edged red in plan hereto annexed and marked "D" | 3326   | 21    |

DATED this eleventh day of October, in the year of Our Lord

one thousand nine hundred and thirty-nine

SIGNED by the said Arthur Henry O'Connor  
in the presence of [Signature]

THE REGISTRAR GENERAL,  
SYDNEY.

30th Nov 2009

in the copy Gazette Notification referred to in the annexed Certificate.

*[Signature]*

*[Signature]*

## PUBLIC WORKS ACT, 1912, AS AMENDED.

RIVER MURRAY WATERS ACT, 1915,  
AS AMENDED

## WEIR ACROSS THE RIVER MURRAY AT YARRAWONGA.

## Acquisition of Easement to Flood.

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that, under the abovesaid Act, an easement or right to use the surface, subsoil and undersurface of the land described in the Schedule hereto by causing to flow, be and remain thereon such waters as shall from time to time flow, be and remain thereon as a consequence of the construction and maintenance of the weir across the River Murray at Yarrawonga (a work authorised by the River Murray Waters Act, 1915, as amended), with a weir wall to the height at the crest of 392.8 feet New South Wales Water Conservation and Irrigation Commission datum, and floodgates to the height of 452.8 feet New South Wales Water Conservation and Irrigation Commission datum, is hereby appropriated or resumed according as the said lands are Crown land or private property respectively; and it is further notified and declared that the said easement or right is vested in the Minister for Public Works as Constructing Authority on behalf of His Majesty.

Dated this 28th day of June, 1939.

WAKELHURST, Governor.

By His Excellency's Command,

E. S. SPOONER, Minister for Public Works

All that piece or parcel of land situate in the Shire of Corran, parish of Mulwala, county of Denison, State of New South Wales, being part of portion 201 at a point bearing 270 degrees 0 minutes 0 seconds 1 chain 26.2 links from the easternmost corner of the land comprised in Certificate of Title, registered volume 4,079, folio 79; and bounded thence on the north by part of that boundary bearing lines successively bearing 90 degrees 0 minutes 1 chain 8.1 links and 90 degrees 25 minutes 30 seconds 24.5 links; on the north-east by a line bearing 134 degrees 21 minutes 20 seconds 79.4 links; on the south-west by a line bearing 281 degrees 32 minutes 1 chain 35.5 links; on the south-east by a line bearing 251 degrees 20 minutes 46 seconds 3 chains 34.9 links; again on the south-west by a line bearing 344 degrees 47 minutes 50 seconds 1 chain 42.6 links to the point of commencement,—having an area of 1 acre 133 perches or thereabouts, and said to be in the possession of Ethelene P. Wall and others.

Also, all that piece or parcel of land situate as aforesaid, being part of portions 324 and 325: Commencing at the north-western corner of the said portion 324; and bounded thence on the north by part of the northern boundary of that portion bearing 89 degrees 50 minutes 05.4 links; on the north-east by a line bearing 136 degrees 21 minutes 20 seconds 5 chains 78.4 links to the eastern boundary of that portion; on the east by part of that boundary bearing 179 degrees 58 minutes 20 seconds 13.2 links to the south-eastern corner of the said portion 324; on the south by part of the southern boundary of that portion bearing 270 degrees 40 seconds 2 chains 52.1 links; on the south-east by a line bearing 243 degrees 20 minutes 40 seconds 2 chains 37.1 links to the western boundary of the said portion 325; and on the west by part of that boundary and the western boundary of the said portion 324 bearing 360 degrees 5 chains 38.1 links to the point of commencement,—having an area of 1 acre 2 rood 7 perches or thereabouts, and said to be held under Suburban Holding Purchase 313, by John Dunn, and partly in the possession of the Crown;

Also, all that piece or parcel of land situate as aforesaid, being part of portions 287, 321 and 322, comprised in Special Lease 32-2, Suburban Holding 30-1, and Suburban Holding 30-2, respectively: Commencing on the south-western side of the road, 3 chains wide, catalogued R. 19,684-1,083, at the south-eastern corner of the said portion 322; and bounded thence on the south by the southern boundary of that portion and part of the southern boundary of the said portion 321 bearing 269 degrees 57 minutes 20 seconds 5 chains 38 links and 269 degrees 59 minutes 40.9 links respectively; on the west, on the north-west, again on the west and again on the north-west by lines bearing 547 degrees 54 minutes 55.1 links, 50 degrees 14 minutes 3 chains 26.3 links, 45 acres 30 seconds 1 chain 196.3 links and 70 degrees 5 minutes 10 seconds 1 chain 32.8 links respectively to south-western side of the road, 3 chains wide, aforesaid; and on the north-east by that line bearing 156 degrees 5 minutes 20 seconds 4 chains 10 links to the point of commencement,—having an area of 1 acre 2 rood 29 perches or thereabouts, and said to be held by Leslie A. South and others.

Also, all that piece or parcel of land situate as aforesaid, being part of portion 287: Commencing at the north-western corner of the said portion 287; and bounded thence on the north by the northern boundary of that portion bearing 90 degrees 2 chains 42.8 links; on the north-east by part of the north-eastern boundary of that portion bearing 156 degrees 58 minutes 30 seconds 2 chains 73 links; and on the south-west by lines successively bearing 285 degrees 40 minutes 2 chains 22.6 links and 324 degrees 43 minutes 2 chains 34.1 links to the point of commencement,—having an area of 1 rood 34 perches or thereabouts, and said to be held under Special Lease 32-2, by Harold J. O'Bryan.

Also, all that piece or parcel of land situate as aforesaid, being part of portion 318: Commencing at the north-western corner of the said portion 318; and bounded thence on the north by part of the northern boundary of that portion bearing 90 degrees 30 seconds 1 chain 79.8 links; on the south-east by a line bearing 252 degrees 21 minutes 39 seconds 1 chain 88.6 links to the western boundary of the said portion 318; and on the west by part of that boundary bearing 350 degrees 59 minutes 10 seconds 37 links to the point of commencement,—having an area of 8 perches or thereabouts, and said to be held under Suburban Holding 30-5, by John C. Goring.

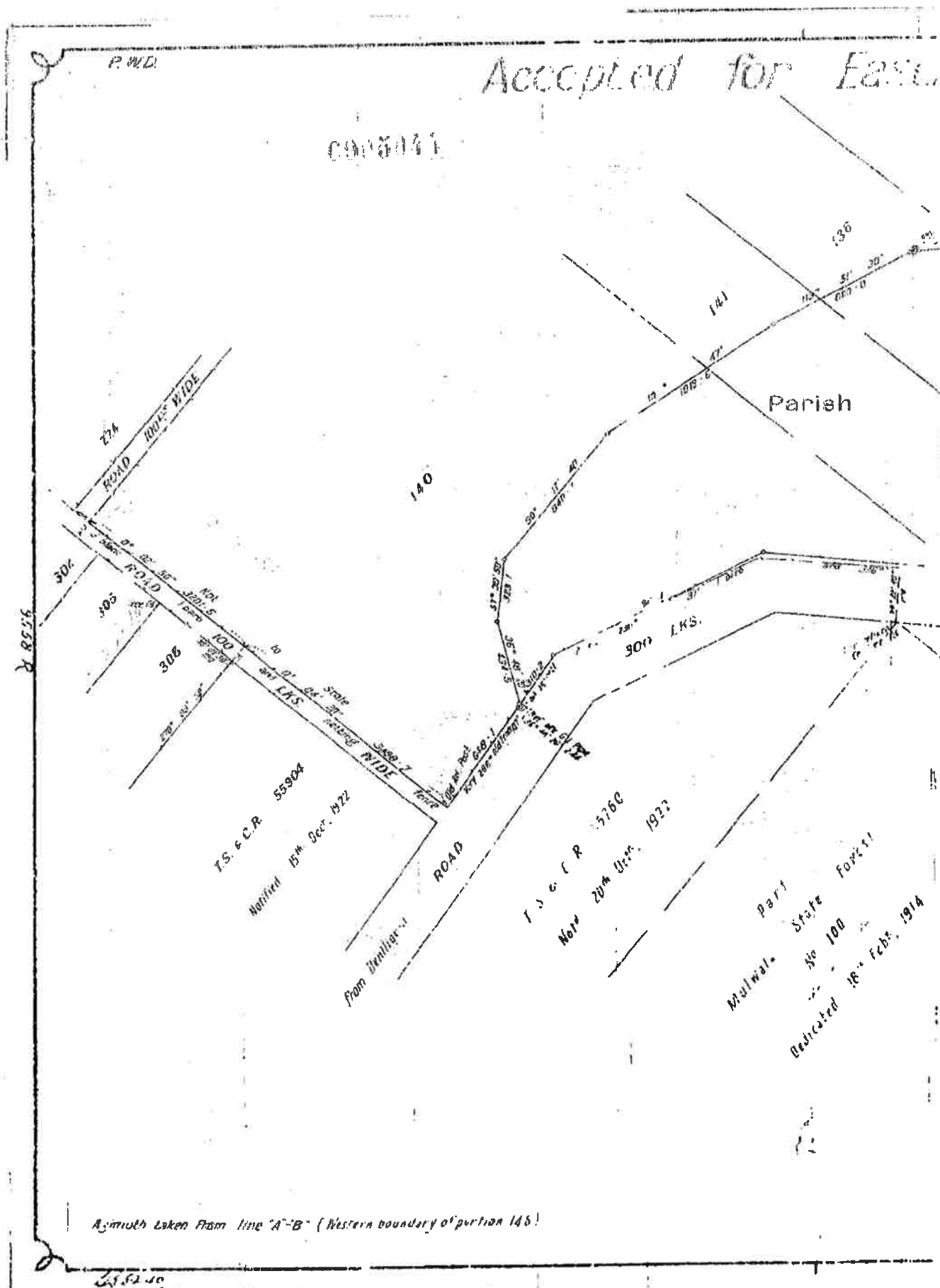
Also, all that piece or parcel of land situate in the Shire of Corran, parish of Mulwala, county of Denison, State of New South Wales, being portion 219,—having an area of 50 acres or thereabouts, and said to be in the possession of Victor N. Kington.

Also, all that piece or parcel of land situate in the Shire of Corran, parish of Mulwala, county of Denison, State of New South Wales, being part of portion 9: Commencing on the south-western boundary of the said portion 9 at the southernmost corner of the land comprised in Certificate of Title, registered volume 4,340, folio 52; and bounded thence on the south-west by part of that boundary bearing 307 degrees 20 minutes 30 seconds 13 chains 88.9 links to the south-western corner of the said portion 9; on the west by part of the western boundary of that portion bearing 1 minute 20 seconds 2 chains 75.25 links; on the north-east by lines successively bearing 128 degrees 20 minutes 2 chains 51.4 links and 118 degrees 59 minutes 50 seconds 10 chains 7.8 links to the eastern boundary of the land comprised in the said Certificate of Title, registered volume 4,446, folio 32; and on the east by part of that boundary bearing 150 degrees 2 minutes 10 seconds 4 chains 57.5 links to the point of commencement,—having an area of 2 acres 2 rood 24 perches or thereabouts.

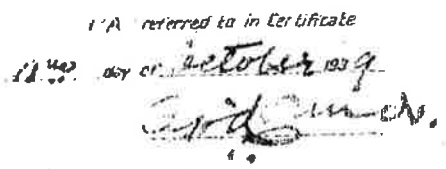
Also, all that piece or parcel of land situate in the Shire of Corran, county of Denison and State of New South Wales, being part of portions 10, parish of Corran, and part of portions 116, parish of Mulwala: Commencing at the southernmost corner of the said portion 10, parish of Corran; and bounded thence on the south-west by the south-western boundary of that portion bearing lines successively bearing 307 degrees 20 minutes 10 seconds 9 chains 67.5 links and 290 degrees 57 minutes 20 seconds 8 chains 14 links; on the east by part of the eastern boundary of the said portion 145, parish of Mulwala, bearing 180 degrees 5 minutes 20 seconds 2 chains 90 links to the south-eastern corner of that portion; again on the south-west by the south-western boundary of that portion bearing 280 degrees 46 minutes 10 seconds 13 chains 30 links; on the west by part of the western boundary of the said portion 145, bearing 300 degrees 6 chains 5 links; generally on the north-east by lines successively bearing 133 degrees 25 minutes 20 seconds 2 chains 10.1 links, 118 degrees 50 minutes 50 seconds 4 chains 70 links, 102 degrees 40 minutes 20 seconds 2 chains 76.9 links, 120 degrees 53 minutes 10 seconds 12 chains 5.3 links, 83 degrees 9 minutes 30 seconds 2 chains 9.1 links and 128 degrees 20 minutes 6 chains 54.2 links to the eastern boundary of the said portion 10, parish of Corran; and again on the east by part of that boundary bearing 180 degrees 1 minute 20 seconds 2 chains 5 links to the point of commencement,—having an area of 1 acre 1 rood 34 perches or thereabouts.

Also, all that piece or parcel of land situate in the Shire of Corran, parish of Mulwala, county of Denison, State of New South Wales, being part of portion 146: Commencing on the south-western side of a road, 3 chains wide, and variable width, from Denbigh to Corowa, at the northernmost corner of the said portion











**RIVER MURRAY WATERS ACT**  
**YARRAWONGA WEIR**  
**— PLAN —**

Showing site of easement proposed to be resumed for Storage Purposes  
**Parish of Mulwala ~ County of Denison**

Scale: 2 chains to an inch

18° 4' 2" 888 to 995

19° 10' 11" 2 1925

Storage Purposes

30 6-35 59 7390 2

regards black edged red only

not under R.P. Act

D. in C

Accepted for Eas

By the Registrar-General in the year 1915

1915

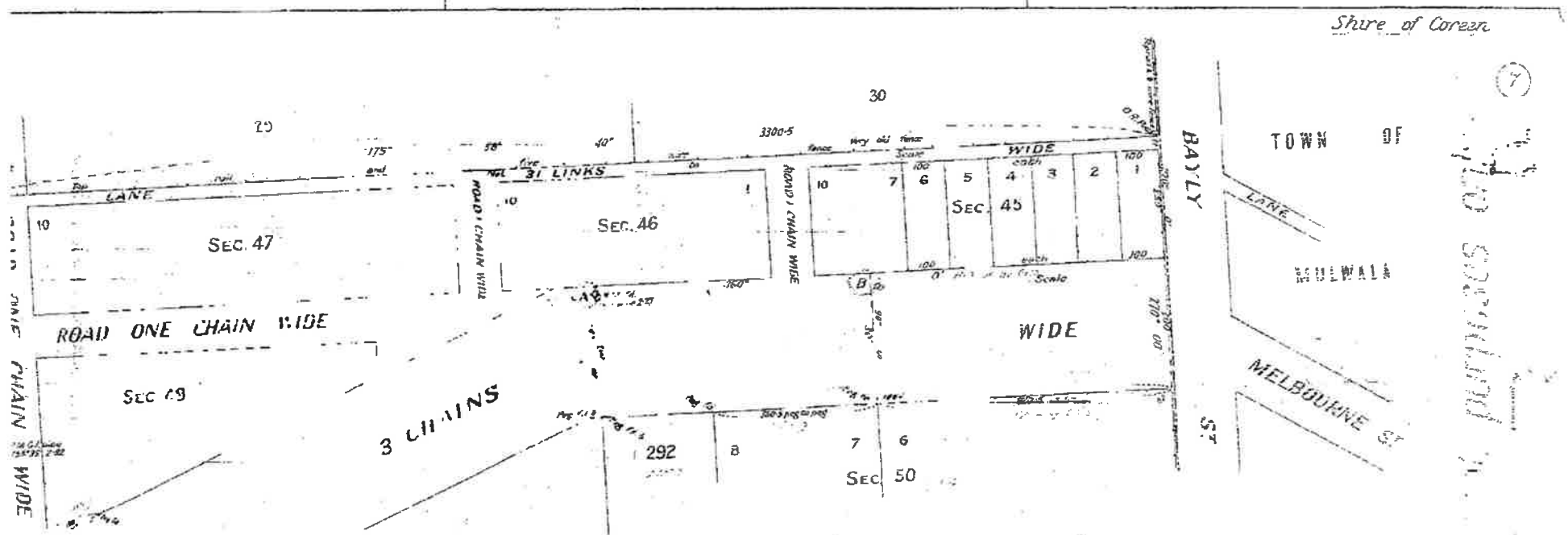
I, John Robert Spence, Surveyor, do hereby solemnly and sincerely declare that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1932, by me, was completed on 30th August 1932, is correct, and the Reference Marks have been placed as shown hereon.

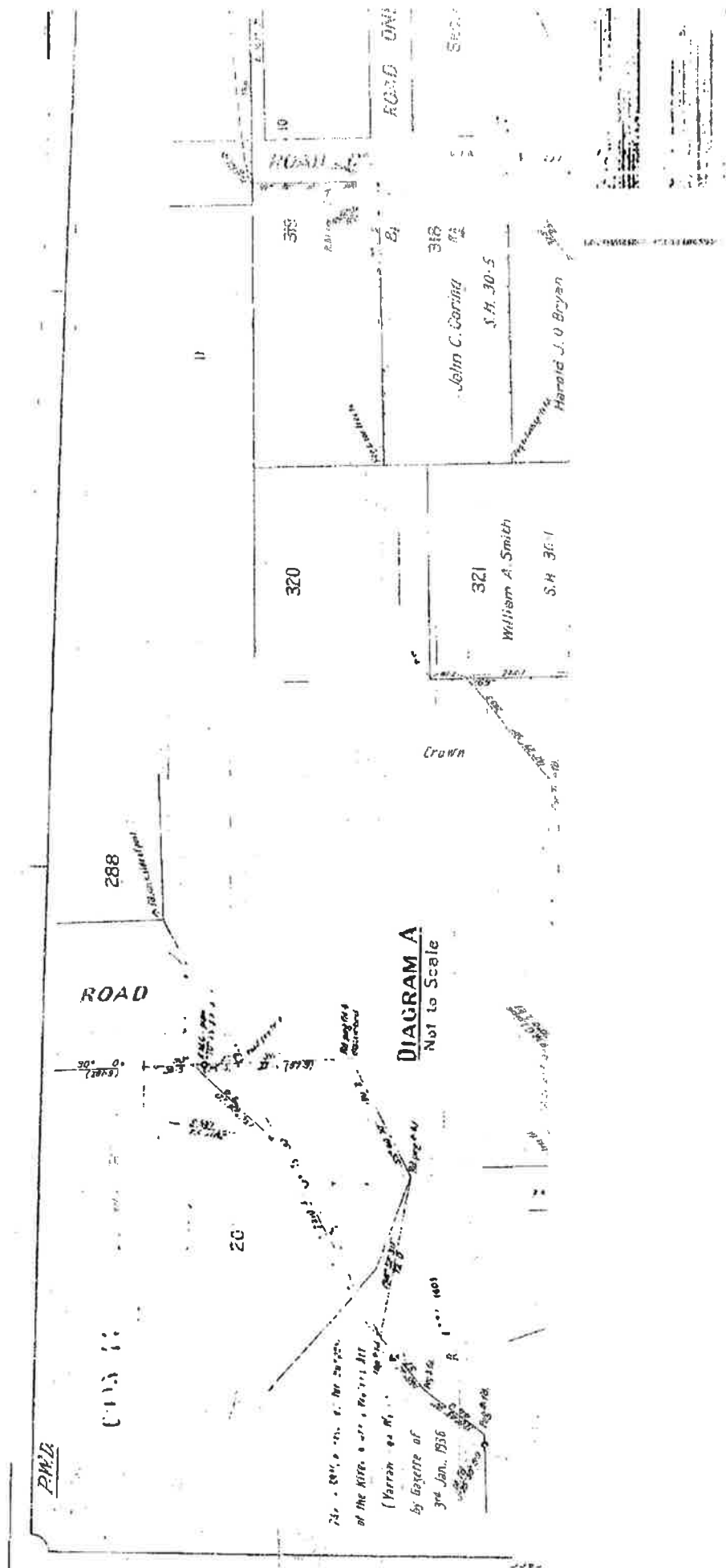
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oath Act 1900.

Subscribed and declared before me at Sydney this 30th day of August 1915

*James J. J.*  
Justice of the Peace

*P. J. Parker*





Fols. 227 &amp; 228

*Dedicated*

fig. 118

Justice of the Peace

By James H. H.

George John Butler of Spain  
 died Nov 26 1893 aged 70 years  
 his plan has been made in 1893  
 and is now completed in 1893  
 Reference is made to the  
 and these two letters only  
 to the 10th and 11th of the 1893

Submitted and ordered before me at Sydney  
this 1<sup>st</sup> day of Dec. 1899

Office

2000

100



# RIVER MURRAY WATERS ACT

YARRAWONGA WEIR

## - PLAN -

Shewing site of easement proposed to be resumed for Storage Purposes  
Parish of Turrumia County of Denison

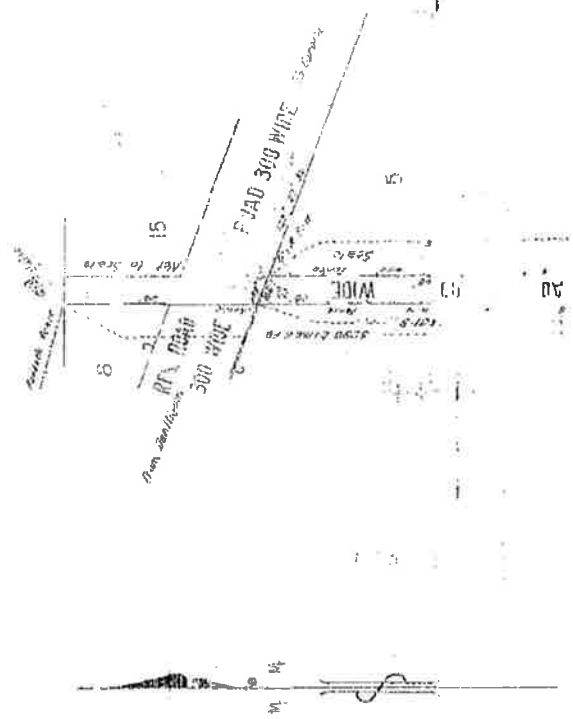
Scale 4 chains to an inch  
ED's 98A in 995 & Plans 34/114  
S.M. 19C Purposes

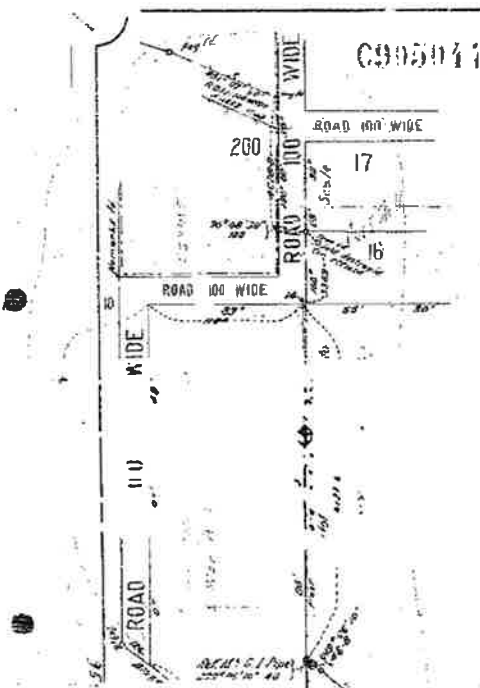
30 0 33 35 3890-

Henry H. Whitty } Tenants in Common  
Marion G. McPherson }  
Sidney

8

Sire of Corran





# RIVER MURRAY WATERS ACT

YARRAWONGA WEIR

## - PLAN -

Shewing site of easement proposed to be resumed for Storage Purposes

Parish of Turramia County of Denison

Scale 4 chains to an inch

EB's 988 to 995 & Plans Calg 34/114

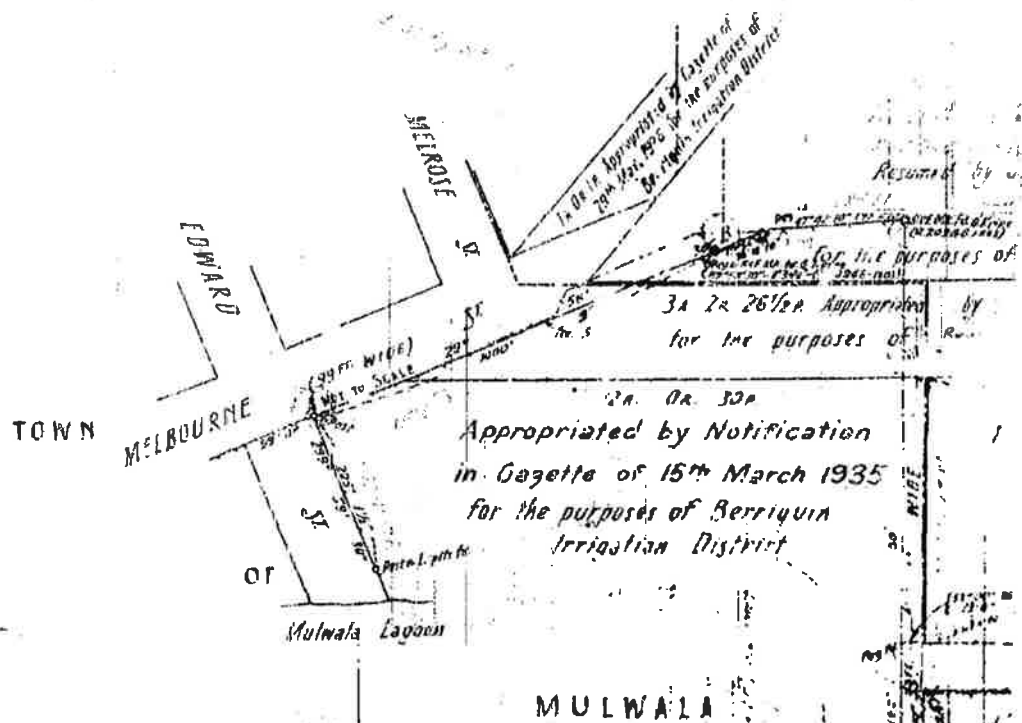
Storage Purposes

20 0 00 92 739-2

Henry H. Whitty  
Sidney Marion O. McPherson } Tenants - in - Common

P.W.D.

6905 193



Azimuth taken from line A B.

267240 3m 1900' 11.11'

Shire of Goreau

15

"D"

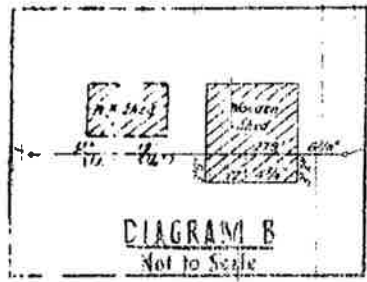
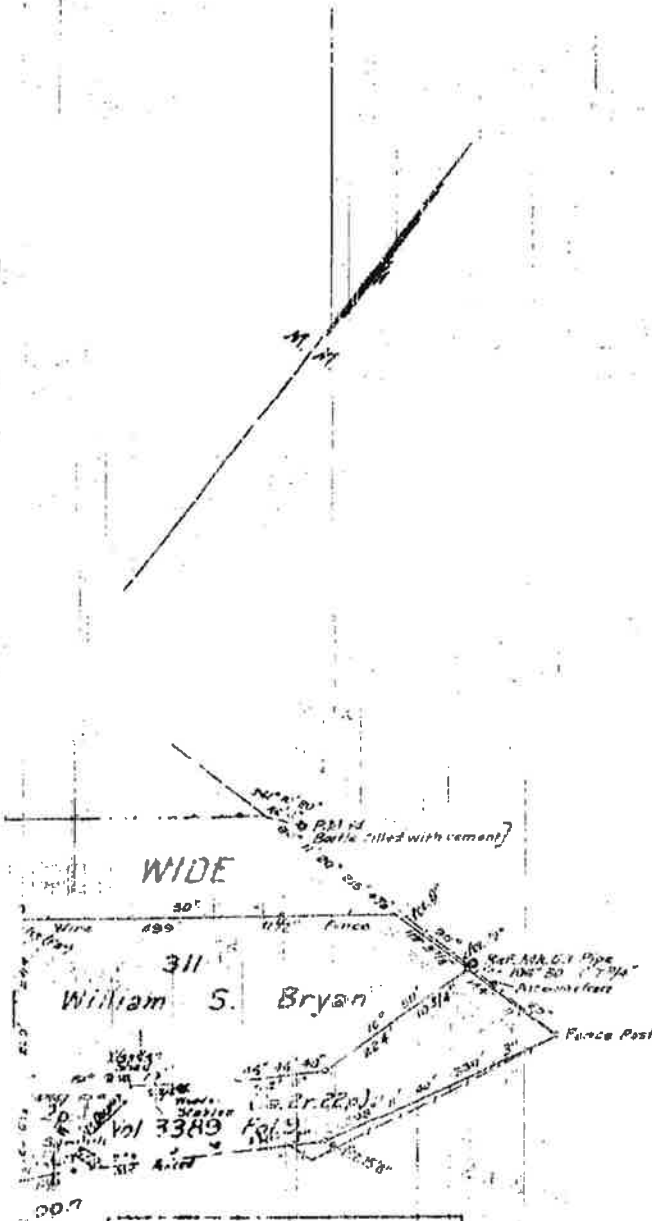
Accepted for Easement purposes only

This is the plan marked referred to in the notice of assumption hereunto annexed.  
Dated this 15th day of 1937

*Carroll*

Witness

9655 R



I, Walter John Butler of Sydney, a surveyor registered under the Surveyors Act 1920, hereby solemnly and sincerely declare that the survey of the land shown on this plan has been made in accordance with the Survey Regulations, 1933, and that I am a duly qualified surveyor. I have caused the plan to be drawn and extended in accordance with the Survey Regulations, 1933, and I have caused the plan to be signed by me or by a person acting under my authority. I have caused the plan to be signed by me or by a person acting under my authority. I have caused the plan to be signed by me or by a person acting under my authority.

*W. J. Butler*

*Sydney*

**RIVER MURRAY WATERS ACT**  
**MURRAWONGA WEIR**  
**PLAN**

Shewing site of easement proposed to be resumed for Storage Purposes

**Parish of Mulwala - County of Denison**

Scale 200 feet to an inch

FB 5962, 5963 to 5954 Plans Catg. 34/114

Storage Purposes

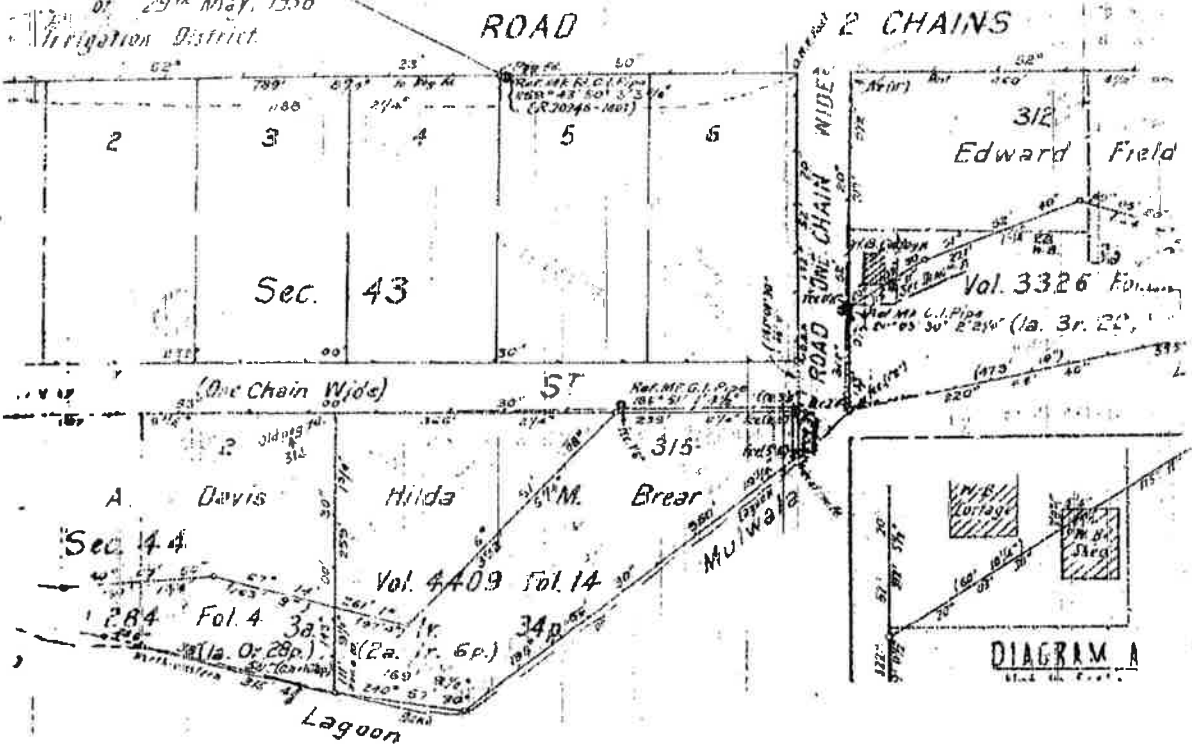
50' 6" - 39 99 3330' 2

site of

10/11/1935

McIntyre Irrigation Dist.

29<sup>th</sup> May, 1936  
Irrigation District



Subscribed and sworn to  
this 24<sup>th</sup> day of  
*[Signature]*  
Justice of the Peace



State of Oregon

23

[illegible]

100

C905041

No. ~~C830002~~

LODGED by

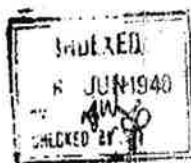
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION.

*of easement over*

*Several parcels of land  
at Mulwala  
Shire of Boreen  
Rhs of Mulwala and Luffmania  
L.C. Demison*

*The Minister for Public Works*



Particulars entered in Register Book.

| Vol. | Fol. | Vol. | Fol. |
|------|------|------|------|
| 2884 | 4    | 4446 | 52   |
| 3316 | 240  | 4497 | 159  |
| 3389 | 9    | 4495 | 227  |
| 4019 | 79   | "    | 128  |
| 4412 | 11   | "    | "    |

*and on Licenses B961502, C197867 + C351118  
B17103 + B361744 the 31<sup>st</sup>*

day of *May* 1940  
at \_\_\_\_\_ minutes

at \_\_\_\_\_ clock in the \_\_\_\_\_ noon.

*[Signature]*  
Registrar General.



*in 1/10*

Crown Instrument not liable to Stamp Duty  
or Payment of Registration Fee

CONVEYANCING ACT, 1919-1939.  
REAL PROPERTY ACT, 1900.

**Notice of Resumption of Land subject to the provisions  
of the Real Property Act, 1900.**

D291079

I, STANLEY GORDON WATSON Assistant Crown Solicitor DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the nineteenth day of May one thousand nine hundred and forty four, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said STANLEY GORDON WATSON HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the seventh day of March, one thousand nine hundred and forty-one under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

**SCHEDULE.**

| Lot                                                  | Section | Deposited Plan or Name<br>of Estate | Parish                                                                                 | County  | Part or Whole | Volume | Folio |
|------------------------------------------------------|---------|-------------------------------------|----------------------------------------------------------------------------------------|---------|---------------|--------|-------|
| Part of Allotments 1<br>and 2 Suburban Section<br>44 |         |                                     | Malwala                                                                                | Denison | Part          | 284    | 4     |
|                                                      |         | being the                           | 16 perches of land delineated and edged red in<br>the plan hereunto annexed marked "A" |         |               |        |       |

*W.H.* DATED this *twenty third* day of *July* *June* in the year of Our Lord  
one thousand nine hundred and forty-four.

SIGNED by the said STANLEY GORDON WATSON

in the presence of

*W.H.* *W. H. Cartley*

THE REGISTRAR GENERAL,  
SYDNEY.

Lyman

No. **D291079**

LODGED by  
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION.

*of an easement affecting  
part of Lot 19, 2, Sec. 44,  
Down Murrumbidgee River.*

*The Minister for Public Works  
of the State of New South Wales  
as Contracting Authority.*

*Plan*

*1/1*

Particulars entered in Register Book,

Vol. 254, Fol. 4  
and in Mortgage No. C 341118

the 14<sup>th</sup>  
day of July, 1944  
at minutes 12  
o'clock in the noon.

Registrar General



*1/1 1/16 +*

### Shine of Corcoran

P.N.D.

(46)

## D291075

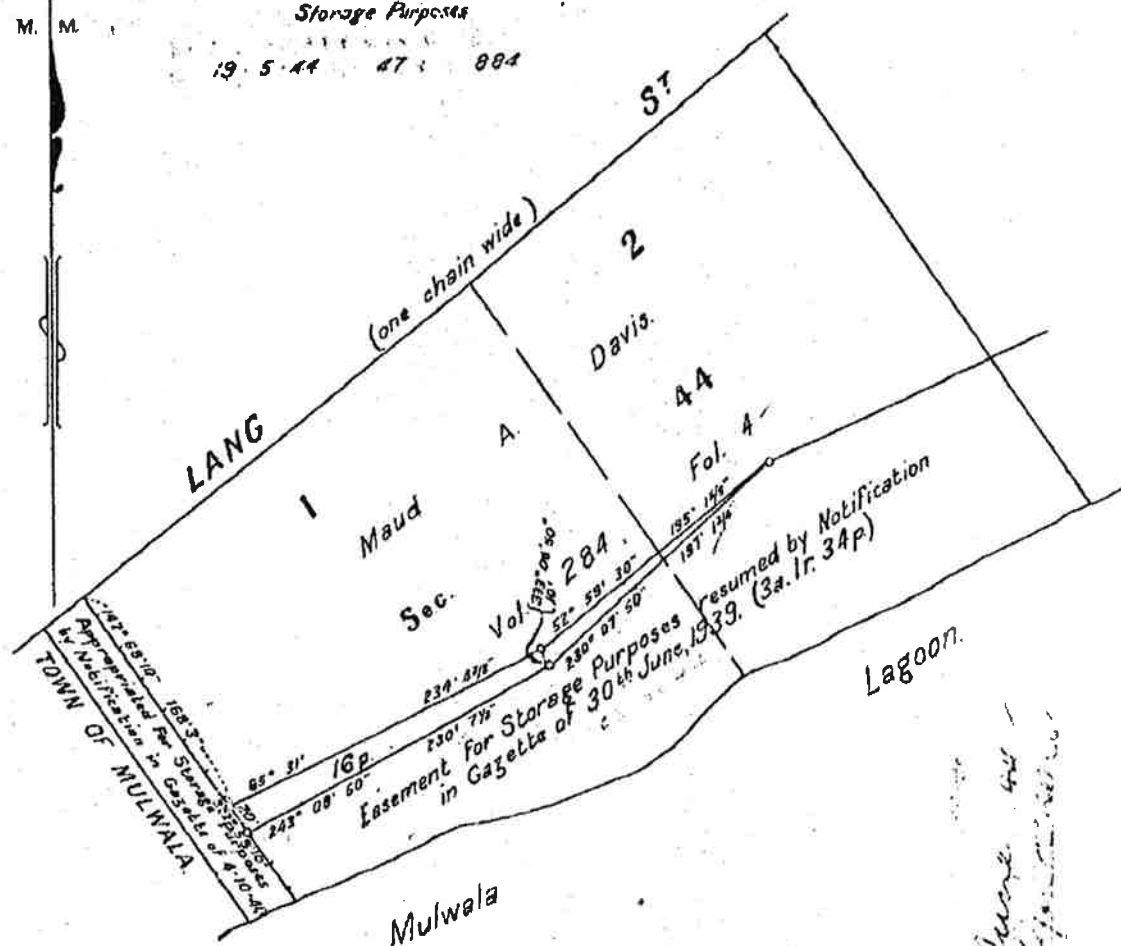
Scale: 100 feet to an inch.

F.B. N° 1475 & Plans, Cat4 34/114.

### Storage Purposes

M. M.

19 5 44 47 884



# PLAN FOR 1971

I certify that this plan has been compiled from information shown in Plan D referred to Notice of Reclamation Exposed and Field Book 1675 Department of Public Works and is correct.

*P. J. Guter*  
Surveyor registered under the Surveyors Act 1929  
25.11.42

10628

**ANNEXURE TO CONTRACT FOR THE SALE OF LAND**

**BETWEEN ANDREA JANE MCNAB AS VENDOR**

**AND AS PURCHASER**

**DATED THE                      DAY OF                      , 202**

**SPECIAL CONDITIONS**

- (1) If the Purchaser defaults in payment of the purchase money or any part of it or of any interest thereon or any other moneys payable to the Vendor under this Contract the Purchaser shall pay interest on the amount in default calculated at the rate of 10% per annum from the time the amount fell due until the default ceases without prejudice however to the Vendor's other rights under this Contract. For the purpose of this Special Condition only time shall be, and be deemed to be, of the essence of this Contract.
- (2) In addition to any other rights which may exist at law or in equity any Notice to Complete validly given by one party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from the receipt of the Notice is allowed for completion. A party shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further such Notice.
- (3) If at any time prior to completion of this Contract the Purchaser (or in the case of joint Purchasers either or any of them) should die or become mentally ill or being a Company go into liquidation or receivership the Vendor may at any time thereafter rescind this Contract by notice in writing to the Purchaser or the Purchaser's Solicitor referred to in this Contract.
- (4) Notwithstanding any other provisions of this Contract, sufficient particulars of the title to the property are given in this Contract and shall be deemed to have been furnished on the date of exchange of copies of this Contract and the Purchaser shall not require or be entitled to be furnished with any further particulars as to the title.
- (5) If the Purchaser shall be or include a Company, the said Company shall forthwith after the execution of this Contract secure the execution by each of its Directors of the Guarantee that is annexed to the part of the Contract held or intended to be held by the Vendor.
- (6) The property is sold as it stands in every respect, including any defects whether latent or patent and the Vendor shall not be bound by any advertisement or representation made or given by any agent at any time and the terms of this Contract shall represent the sole terms of the agreement between the parties.
- (7) The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars referred to in this Contract and that the Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency

in its area or measurements or call upon the Vendor to amend the title or to furnish a survey plan or certificate or to bear all or any part of the cost of doing so.

- (8) This Contract shall not be affected nor shall there be any claim for compensation or deduction in purchase money by reason of any loss or damage to the property or the improvements thereon or the chattels included in this sale which may take place between the date hereof and completion except for any loss or damage caused by the wilful act of the Vendor.
- (9) The Vendor believes that the property is zoned Low Density Residential. The Purchaser shall by his execution of this Contract be deemed to be aware of any planning scheme or interim development order applicable to the property and the manner in which and the extent to which it affects the property and the Purchaser shall not be entitled to make an objection, requisitions or claim for compensation in relation to the manner in which or the extent to which the property is affected by any such planning scheme or interim development order.
- (10) The Purchaser shall not make any objection, requisitions or claim for compensation by reason of the fact:-
  - (a) that the fences, walls, eaves and gutters (if any) erected on or surrounding the subject property are found to stand over the boundaries of the subject property and to encroach on any adjacent property or that the fences, walls, eaves or gutters (if any) erected on any adjacent property are found to stand over the boundaries of and encroach upon the property hereby sold.
  - (b) that the building or any part thereof does not comply with the Local Government or other ordinances or regulations regarding distance from any boundary and any certificate which the Purchaser requires from the local Council shall be obtained by the Purchaser at his own expense.
- (11) The Purchaser warrants that it has inspected (or has been afforded the opportunity to inspect) all of the building improvements and services on or connected with or to the land hereby sold ("the improvements"). It is recorded that the Purchasers accepts the improvements in their current state and condition and the Purchaser shall not make any objection, requisitions or claim for compensation by reason of the fact that the improvements do not comply with the specifications and/or requirements of any government body or other competent authority. Any work or attendances required to ensure such compliance shall be undertaken by the Purchaser at the Purchaser's sole cost and expense.
- (12) The Vendor warrants that any building situated on the land hereby sold complies with the provisions of *Division 7A of Part 9 of the Environmental Planning and Assessment Regulation 2000*.

## GUARANTEE

We,

(hereinafter called "the Guarantors") in consideration of the withinnamed Vendor (hereinafter called "the Vendor") selling to the withinnamed Purchaser (hereinafter called "the Purchaser") at our request the land described in the within Contract (hereinafter called "the Contract") for the price and upon the terms and conditions therein set forth DO HEREBY for ourselves and our respective Executors and Administrators jointly and severally covenant with the Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the Contract or in the performance or observance of any term or condition of the Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other moneys payable under the Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the affect of releasing us and our Executors or Administrators.

AS WITNESS our hands and seals the

day of

, 202

SIGNED SEALED AND DELIVERED by the     )  
said                                                             )  
in the presence of:                                     )

SIGNED SEALED AND DELIVERED by the     )  
said                                                             )  
in the presence of:                                     )

**PROPERTY INFORMATION CERTIFICATE  
PLANNING/RATING****TYPE OF CERTIFICATE**

S10.7(2) Planning Certificate - \$73.90, Property Sewerage Service Diagram - \$93.70

**PROPERTY DETAILS****ADDRESS:** 37 Lang Street**SUBURB:** Mulwala**STATE:** NSW**POSTCODE:** 2647**LOT:** 5**SECTION:****DP/SP:** DP213224**APPLICANT DETAILS****COMPANY:** Hargraves Solicitors**ADDRESS:** 16 Orr Street**APPLICANT NAME:** Christine Nish**REFERENCE:** 260867**SUBURB:** Yarrawonga**STATE:** Victoria**POSTCODE:** 3730**EMAIL:** cnish@hargrave.com.au**PHONE NUMBER :** 357000000**OWNER/VENDOR DETAILS****NAME:** Andrea McNab**COMPANY:****ADDRESS:** 37 Lang Street

Mulwala

**STATE:** VIC**POSTCODE:** 2647**EMAIL:** Andrea.McNab@watters.com.au**PHONE NUMBER:** 0419 807 900**PURCHASER DETAILS****NAME:** {{BT}} {{BU}} {{BV}} {{BW}}**COMPANY:** {{BX}}**ADDRESS:** {{BY}}

{{BZ}}

{{CD}}

**STATE:** {{CC}}**POSTCODE:** {{CB}}**EMAIL:** {{CF}}**PHONE NUMBER:** {{CE}}**OFFICE USE ONLY****TOTAL FEE:** \$16760**TRANSACTION ID:** 65836727899**DATE PROCESSED:** 20260805**ASSESSMENT:** 3041720**PARCEL:** \_\_\_\_\_ **WATER METER:** \_\_\_\_\_**CERTIFICATE No:** 2026.2086.1**METER READ:** \_\_\_\_\_

2026.2086.2

**AV CONSUMPTION:** \_\_\_\_\_**NAR NO:** 26168**Debtor:** 8033917**Bank Ref:** 8033938**INVOICE No:** \_\_\_\_\_

Our Reference: 26/33702  
 Parcel No: 3932  
 Your Ref: 260867

Hargraves Solicitors  
 PO Box 189  
 YARRAWONGA VIC 3730

**PLANNING CERTIFICATE NO: 2026/2086**

Issued under Section 10.7 (2)  
 Environmental Planning and Assessment Act 1979  
**DATE OF CERTIFICATE: 25 August 2026**

**Owner:** A J McNab  
**Land Description:** Lot: 5 DP: 213224 - 37 Lang Street MULWALA (1720 sqm)  
**Assessment No:** 3041720  
**Total Area:** 1720 sqm

| 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.                                                                                                               | <p><b>Corowa Local Environmental Plan 2012 (gazetted 29th June 2012)</b></p> <p><i>The Corowa Local Environmental Plan 2012 is the principal statutory planning instrument to guide planning decisions for the Federation Local Government area. An electronic version is available at:</i></p> <p><a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303</a></p> <p><b>Corowa Shire Development Control Plan 2013</b></p> <p><i>The Corowa Development Control Plan 2013 contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Federation Local Government Area. An electronic version is available at:</i></p> <p><a href="https://www.federationcouncil.nsw.gov.au/Building-Planning/Zoning-Policies/Development-Control-Plans">https://www.federationcouncil.nsw.gov.au/Building-Planning/Zoning-Policies/Development-Control-Plans</a></p> <p><b>State Environmental Planning Policies</b></p> <p><i>Full copies of each State Environmental Planning Policy are available online at NSW Legislation website: <a href="https://legislation.nsw.gov.au/browse/inforce#/epi/title/s">https://legislation.nsw.gov.au/browse/inforce#/epi/title/s</a></i></p> |  |
| (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land. | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |

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| <p>(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—</p> <p>(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or</p> <p>(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>(4) In this section—</p> <p><b>proposed environmental planning instrument</b> means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.</p>                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>2. Zoning and land use under relevant planning instruments</b></p> <p><i>The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—</i></p>                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>(a) the identity of the zone, whether by reference to—</p> <p>(i) a name, such as “Residential Zone” or “Heritage Area”, or</p> <p>(ii) a number, such as “Zone No 2 (a)”,</p>                                                                                                                                                                                                                                                                                                               | <p><i>R2 - Low Density Residential</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>(b) the purposes for which development in the zone—</p> <p>(i) may be carried out without development consent, and</p> <p>(ii) may not be carried out except with development consent, and</p> <p>(iii) is prohibited,</p>                                                                                                                                                                                                                                                                   | <p>(i) <i>SEPP (Exempt and Complying Development Codes) 2008</i> <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572#pt.2">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572#pt.2</a> and land use table <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303#pt">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303#pt</a></p> <p>(ii) <i>See land use table</i> <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303#pt">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303#pt</a></p> <p>(iii) <i>See land use table</i> <a href="https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303#pt">https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0303#pt</a></p> |
| <p>(c) whether additional permitted uses apply to the land,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p><i>None apply</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,</p>                                                                                                                                                                                                                                                                                                       | <p><i>This land is subject to the planning provisions of clause 4.1- Minimum Subdivision Lot Size of the Corowa Local Environment Plan 2012 and the relevant requirements of the Corowa Development Control Plan 2013.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>(e) whether the land is in an area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>,</p>                                                                                                                                                                                                                                                                                                                                                                | <p><i>No</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>(f) whether the land is in a conservation area, however described,</p>                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><i>Not within heritage area</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>(g) whether an item of environmental heritage, however described, is located on the land.</p>                                                                                                                                                                                                                                                                                                                                                                                                | <p><i>Not local heritage item</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| <b>3. Contributions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <i>Federation Council Developer Contributions Plan, August 2020 as amended.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—<br>(a) the name of the region, and<br>(b) the name of the Ministerial planning order in which the region is identified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <i>None apply</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <i>None apply</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>(4) In this section—<br/> <b>continued 7.23 determination</b> means a 7.23 determination that—<br/>           (a) has been continued in force by the Act, Schedule 4, Part 1, and<br/>           (b) has not been repealed as provided by that part.</p> <p><b>Note—</b><br/>           The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>4. Complying development as prescribed under SEPP (Exempt and Complying Development Codes) 2008</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.</p> <p>(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.</p> <p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—<br/>           (a) a restriction applies to the land, but it may not apply to all of the land, and<br/>           (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.</p> | <p><i>Complying development under the following Codes <b>may</b> be carried out on flood control lots, subject to compliance with any specific requirements or exemptions provided in any applicable Code.</i></p> <p>Housing Alterations Code<br/>           General Development Code<br/>           Subdivisions Code<br/>           Demolition Code</p> <p><i>Refer to the provisions of any Code for details.</i></p> <p><i>Complying development under the Inland Code <b>may</b> be carried out on flood affected land, if the lot and development meet the exemptions provided in that Code. Refer to the provisions of the Inland Code for details.</i></p> <p><b>NB:</b> <i>Part of the site is identified as wetlands under Corowa LEP 2012 and some works may be <b>excluded</b> on that part of the site under the provisions of any applicable Code. Refer to the provisions of any Code for excluded works.</i></p> <p><b>NB:</b> <i>Some works may be <b>excluded</b> on lots located within a foreshore area under the provisions of any applicable Code. Refer to the provisions of any Code for excluded works.</i></p> |

**Disclaimer:** This certificate only addresses matters raised in Clauses 1.17A(1)(c)–(e), (2), (3), (4), 1.18(1)(c3) and 1.19 of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP. Failure to comply with these provisions may result in a Complying Development Certificate issued under the provisions of the Codes SEPP being invalidated by the Land and Environment Court of NSW.

## 5. Exempt Development

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

*Exempt development **may be** carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

**Disclaimer:** This certificate only addresses matters raised in Clause 1.16(1)(b1)–(d) and Clause 1.16A of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP prior to undertaking development. Failure to comply with these provisions may result in compliance action being taken against the landowner/developer.

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

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

*None  
apply*

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

## 7. Land reserved for acquisition

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

*No*

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| <b>8. Road widening and road realignment</b>                                                                                                                                                                                                                                                                                                                       |                                                                                                          |
| Whether the land is affected by road widening or road realignment under—<br>(a) the <i>Roads Act 1993</i> , Part 3, Division 2, or<br>(b) an environmental planning instrument, or<br>(c) a resolution of the council.                                                                                                                                             | No                                                                                                       |
| <b>9. Flood related development controls information</b>                                                                                                                                                                                                                                                                                                           |                                                                                                          |
| (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.                                                                                                                                                                                                                                           | Yes<br><i>Identified low lying area and minimum floor heights may apply to any proposed development.</i> |
| (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.                                                                                                                                                                                                           | Yes<br><i>Identified low lying area and minimum floor heights may apply to any proposed development.</i> |
| (3) In this section—<br><b>flood planning area</b> has the same meaning as in the Flood Risk Management Manual.<br><b>Flood Risk Management Manual</b> means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.<br><b>probable maximum</b> flood has the same meaning as in the Flood Risk Management Manual. |                                                                                                          |
| <b>10. Council and other public authority policies on hazard risk restrictions</b>                                                                                                                                                                                                                                                                                 |                                                                                                          |
| (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.                                        | No                                                                                                       |
| (2) In this section—<br><b>adopted policy</b> means a policy adopted—<br>(a) by the council, or<br>(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.                                                                                             |                                                                                                          |
| <b>11. Bush fire prone land</b>                                                                                                                                                                                                                                                                                                                                    |                                                                                                          |
| (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.<br>(2) If none of the land is bush fire prone land, a statement to that effect.                                                                        | Not fire prone area                                                                                      |
| <b>12. Loose-fill asbestos insulation</b>                                                                                                                                                                                                                                                                                                                          |                                                                                                          |
| If the land includes residential premises, within the meaning of the <i>Home Building Act 1989</i> , Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.                                                                                                                                                    | None apply                                                                                               |

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| <b>13. Mine subsidence</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |
| Whether the land is declared to be a mine subsidence district, within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No         |
| <b>14. Paper subdivision information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |
| <p>(1) The name of a development plan adopted by a relevant authority that—</p> <p>(a) applies to the land, or</p> <p>(b) is proposed to be subject to a ballot.</p> <p>(2) The date of a subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.</p>                                                                                                                                                                                                                       | None apply |
| <b>15. Property Vegetation Plans</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |
| If the land is land in relation to which a property vegetation plan is approved and in force under the <i>Native Vegetation Act 2003</i> , Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.                                                                                                                                                                                                                                                                                  | No         |
| <b>16. Biodiversity stewardship sites</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |
| <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the <i>Biodiversity Conservation Act 2016</i>, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.</p> <p><b>Note—</b></p> <p>Biodiversity stewardship agreements include biobanking agreements under the <i>Threatened Species Conservation Act 1995</i>, Part 7A that are taken to be biodiversity stewardship agreements under the <i>Biodiversity Conservation Act 2016</i>, Part 5.</p> | No         |
| <b>17. Biodiversity certified land</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |
| <p>If the land is biodiversity certified land under the <i>Biodiversity Conservation Act 2016</i>, Part 8, a statement to that effect.</p> <p><b>Note—</b></p> <p>Biodiversity certified land includes land certified under the <i>Threatened Species Conservation Act 1995</i>, Part 7AA that is taken to be certified under the <i>Biodiversity Conservation Act 2016</i>, Part 8.</p>                                                                                                                                                                                                            | No         |
| <b>18. Orders under Trees (Disputes Between Neighbours) Act 2006</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |
| Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land, but only if the council has been notified of the order.                                                                                                                                                                                                                                                                                                                                                                                           | No         |

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| <b>19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| (1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <i>Not applicable</i> |
| <p>(2) In this section—</p> <p><b>existing coastal protection works</b> has the same meaning as in the Local Government Act 1993, section 553B.</p> <p><b>Note—</b></p> <p>Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| <b>20. Western Sydney Aerotropolis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| <p>Whether under <i>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</i>, Chapter 4 the land is—</p> <p>(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or</p> <p>(b) shown on the <i>Lighting Intensity and Wind Shear Map</i>, or</p> <p>(c) shown on the <i>Obstacle Limitation Surface Map</i>, or</p> <p>(d) in the “public safety area” on the <i>Public Safety Area Map</i>, or</p> <p>(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the <i>Wildlife Buffer Zone Map</i>.</p>                                                                                                                                                                                                                                                                                                       | <i>Not applicable</i> |
| <b>21. Development consent conditions for seniors housing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
| If <i>State Environmental Planning Policy (Housing) 2021</i> , Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <i>None apply</i>     |
| <b>22. Site compatibility certificates and development consent conditions for affordable rental housing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
| <p>(1) Whether there is a current site compatibility certificate under <i>State Environmental Planning Policy (Housing) 2021</i>, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the Department.</p> <p>(2) If <i>State Environmental Planning Policy (Housing) 2021</i>, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).</p> <p>(3) Any conditions of a development consent in relation to land that are of a kind referred to in <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>, clause 17(1) or 38(1).</p> | <i>None apply</i>     |
| <p>(4) In this section—</p> <p><b>former site compatibility certificate</b> means a site compatibility certificate issued under <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |

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| <b>23. Water or sewerage services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |
| <p>If water or sewerage services are, or are to be, provided to the land under the <i>Water Industry Competition Act 2006</i>, a statement to that effect.</p> <p><b>Note—</b></p> <p>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 <i>Water Industry Competition Act 2006</i>, 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 <i>Water Industry Competition Act 2006</i> 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 <i>Water Industry Competition Act 2006</i> become the responsibility of the purchaser.</p> | <i>None apply</i> |
| <b>24. Special entertainment precincts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   |
| Whether the land or part of the land is in a special entertainment precinct within the meaning of the <i>Local Government Act 1993</i> , section 202B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <i>No</i>         |
| <b>25. Interim development in future infrastructure corridors</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |
| If <i>State Environmental Planning Policy (Transport and Infrastructure) 2021</i> , section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <i>None apply</i> |

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.                                                                                                                                                                                          | <i>None apply</i> |
| (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.                                                                                                                                                                                                                               | <i>None apply</i> |
| (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.                                                                                                                                                                                    | <i>None apply</i> |
| (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.                                                                                                                                                                                                                     | <i>None apply</i> |
| (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.                                                                                                                                                                                         | <i>None apply</i> |
| <p><b>Contaminated Land</b></p> <p>The council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This practice is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.</p> |                   |

**Additional Relevant Advice** (for which Council cannot incur liability):

Council will only permit development which is consistent with the objectives of the zone and land uses within the zone. (Refer to land use table for zone objectives).

Corowa Local Environmental Plan 2012 specifies minimum **subdivision** lot sizes in residential, conservation and rural zones. Refer to the Lot Size Maps for details: <https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/corowa-local-environmental-plan-2012>

The land is mapped within the Terrestrial Biodiversity Map under Corowa LEP 2012 and is subject to the provisions of Clause 7.4 *Terrestrial biodiversity* under that Plan. Refer to the Terrestrial Biodiversity Map for details: <https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/corowa-local-environmental-plan-2012>

The land is mapped within the Wetlands Map under Corowa LEP 2012 and is subject to the provisions of Clause 7.5 *Wetlands* under that Plan. Refer to the Wetlands Map for details: <https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/corowa-local-environmental-plan-2012>

The land is located on a river front and is subject to the provisions of Clause 7.6 *Development on river front areas* and Clause 7.7 *Development on river bed and banks of the Murray River* of Corowa LEP 2012.

The land is mapped within a River Front Building Line Area under Corowa LEP 2012. Refer to the River Front Building Line Map for details: <https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/corowa-local-environmental-plan-2012>

The land is mapped within the Height of Buildings Map under Corowa LEP 2012 and is subject to the provisions of Clause 4.3 *Height of Buildings* under that Plan. Refer to the Height of Buildings Map for details: <https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/corowa-local-environmental-plan-2012>

The NSW ePlanning Spatial Viewer is a digital mapping service that provides planning information and maps for every address and lot in NSW. Access the Spatial Viewer here: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>



Kellie Macpherson  
Planning Officer

## PROPERTY SEWER SERVICE DIAGRAM NO: 2026/2086

This diagram indicating the location of the sewer in relation to the land is provided under the requirements of Section 52A 2(a) of the Conveyancing Act and Clause 4 of Conveyancing (Sale of Land) Regulation.



Your Reference: 260867

Land Description: Lot 5 DP213224 - 37 Lang Street MULWALA (1720sqm)

Physical Address: 37 Lang Street MULWALA 2647

Assessment No: 3041720

Parcel No: 3932

### PLEASE NOTE:

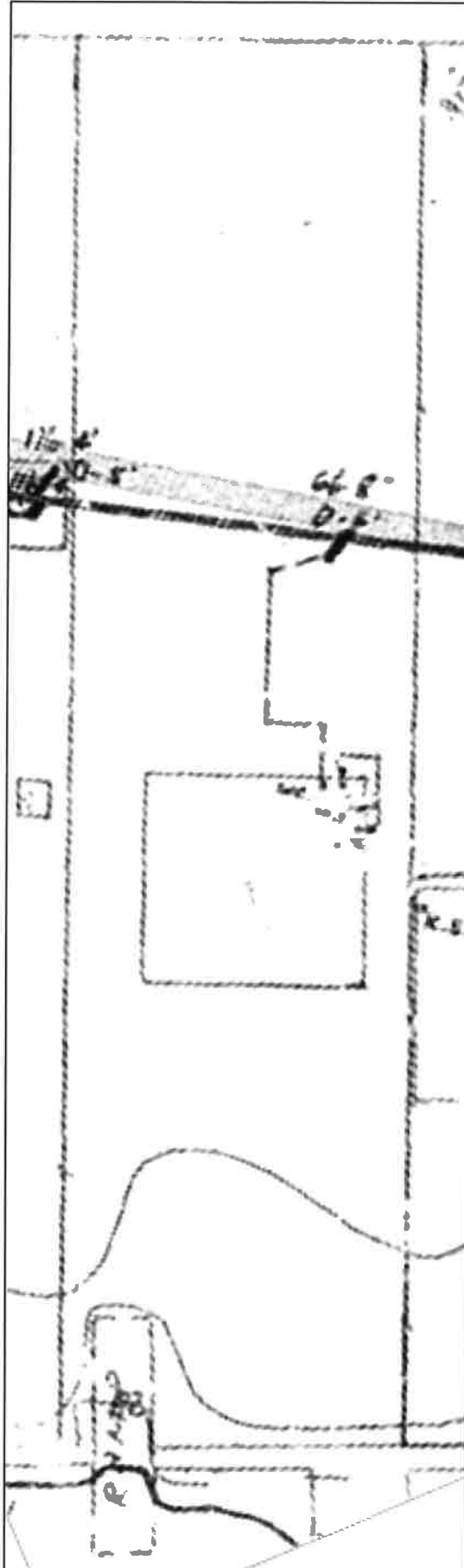
See attached  
drainage diagram.

26/33701

Reviewed by:

### Important Notice

This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground. While every care is taken to ensure the accuracy of this data, neither the Federation Council nor the LPI makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence).



**Important Notice**

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Revenue

|                   |             |
|-------------------|-------------|
| Enquiry ID        | 4608490     |
| Agent ID          | 81429403    |
| Issue Date        | 10 Aug 2026 |
| Correspondence ID | 1839228176  |
| Your reference    | Hargraves   |

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.**

This information is based on data held by Revenue NSW.

| Land ID   | Land address            | Taxable land value | Property Tax Status |
|-----------|-------------------------|--------------------|---------------------|
| D213224/5 | 37 LANG ST MULWALA 2647 | \$1 566 667        | Not Opted In        |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.